



Bidding Document for Design and Build of Makamini Dam

Phase 1

Tender No: CWWDA/T/W/16/2019-2020

**Employer: Coast Water Works Development
Agency (CWWDA)**

Volume 1 of 3

**Part 1&3
Bidding Procedures**

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MAKAMINI DAM PHASE 1

Volume 1 of 3: Bidding Procedures- Part 1&3
Volume 2 of 3: Bidding Procedures- Part 2
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PART 1

BIDDING PROCEDURES

SECTION I

INSTRUCTIONS TO BIDDERS

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A. General

- 1 Scope of Bid**
- 1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Plant and Installation Services as specified in Section V, Employer's Requirements. The name, identification, and number of lots (contracts) of the National Competitive Bidding (NCB) are provided in the BDS.
- 1.2 Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in the General Conditions, Section VI.
- 2 Source of Funds**
- 2.1 The Employer named in the Bid Data Sheet (**BDS**) has received financing (hereinafter called "the Funds") from the Government of Kenya (GoK) (hereinafter called "the GoK") toward the cost of the project named in the **BDS**. The Employer intends to apply a portion of the Funds to eligible payments under the contract(s) for which these Bidding Documents are issued.
- 3 Fraud and Corruption**
- 3.1 The GoK requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in the **BDS**.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the GoK 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 GoK.
- 4 Eligible Bidders**
- 4.1 A Bidder may be a private entity or a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture, or association (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 or association:
- a) **unless otherwise specified in the BDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and
 - b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV
- 4.2 Using the appended form of environmental and social commitment letter to this effect, the Bidder undertakes to:
- a) comply and ensure that its subcontractors, if any, comply with international environmental and labour standards consistent with applicable law and regulations in the country of implementation of the Project, including the fundamental conventions of the International Labor Organization (ILO) and international environmental treaties;
 - b) adopt any environmental and social risk mitigations measures as defined in the environmental and social management plan or the notice of environmental and social impact issued by the Employer.

- 4.3 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 with one or more parties in this bidding process, if :
- a) they have a controlling partner in common; or
 - b) they receive or have received any direct or indirect subsidy from any of them; or
 - c) they have the same legal representative for purposes of this bid; or
 - d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - e) a Bidder submits more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB Clause 13. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one bid. or
 - f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services that are the subject of the bid.
 - g) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the contract.
 - h) a Bidder has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the 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 Agency throughout the procurement process and execution of the contract
- 4.4 The GoK's eligibility criteria to bid are described in the **BDS**.
- 4.5 A firm that is under a declaration of ineligibility by the GoK in accordance with ITB 3 at the date of the deadline for bid submission or thereafter, shall be disqualified. Firms shall be excluded if they are under international sanctions as indicated in the **BDS**.
- 4.6 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid–Securing Declaration.
- 4.7 Government-owned entities shall be eligible only if they can establish that they are legally and financially autonomous, and operate under the principles of commercial law.
- 4.8 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.9 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

5 Eligible Plant and Installation

- 5.1 The Plant and Installation Services to be supplied under the Contract shall have their origin in any countries unless otherwise indicated in the **BDS**.

Services

5.2 For purposes of ITB 5.1 above, "origin" means the place where the plant, or component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6 Sections of Bidding Document

6.1 The Bidding Document consists of all the Sections indicated below, and 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

PART 2 Employer's Requirements

- Section V. Employer's Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VI. General Conditions (GC)
- Section VII. Particular Conditions (PC)
- Section VIII. Contract Forms

6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.

6.3 The Employer is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

7 Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Employer's response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document

as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 23.2.

- 7.2 The Bidder is advised to visit and examine the site where the plant is to be installed 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 the provision of Plant and Installation Services. 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 The Bidder's designated representative is invited to attend a pre-bid meeting, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, 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, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 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 Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 23.2

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 not 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 English language. 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 English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11 Documents
Comprising the
Bid**

- 11.1 The Bid submitted by the Bidder shall comprise the following:
- a) Letter of Bid
 - b) Completed schedules as required, including Price Schedules, in accordance with ITB 12 and 17;
 - c) Bid Security, in accordance with ITB 20;
 - 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 21.2;
 - f) documentary evidence established in accordance with ITB 14.1 that the Plant and Installation Services offered by the Bidder in its bid or in any alternative bid, if permitted, are eligible;
 - g)** documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;
 - h) documentary evidence established in accordance with ITB 16 that the Plant and Installation Services offered by the Bidder conform to the Bidding Document;
 - i) in the case of a bid submitted by a JV, JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Plant to be executed by the respective partners;
 - j) List of subcontractors, in accordance with ITB 16.2;
 - k) Environmental and social commitment letter; and
 - l)** any other document **required in the BDS.**

**12 Letter of Bid and
Schedules**

- 12.1 The Bidder shall complete the Letter of Bid, including the appropriate Price Schedules, using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed as instructed in each form.

13 Alternative Bids

- 13.1 **The BDS indicates** whether alternative bids are allowed. If they are allowed, the BDS will also indicate whether they are permitted in accordance with ITB 13.3, **or** invited in accordance with ITB13.2 and/or ITB 13.4.
- 13.2 When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be **included in the BDS**, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Employer's requirements as described in the bidding document must also provide: (i) a price at which they are prepared to offer a plant meeting the Employer's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation 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 bidders are **invited in the BDS** to submit alternative technical

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- solutions for specified parts of the facilities, such parts shall be described in Section V, Employer's Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Plant and Installation Services shall be considered by the Employer on their own merits, pursuant to ITB 35.
- 14 Documents Establishing the Eligibility of the Plant and Installation Services**
- 14.1 To establish the eligibility of the Plant and Installation Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 15 Documents Establishing the Eligibility and Qualifications of the Bidder**
- 15.1 To establish its eligibility and 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 in Section IV, Bidding Forms.
- 16 Documents establishing conformity of the Plant and Installation Services**
- 16.1 The Bidder shall furnish the information stipulated in Section IV, in sufficient detail to demonstrate substantial responsiveness of the Bidders' proposal to the work requirements and the completion time.
- 16.2 For major items of Plant and Installation Services as listed by the Employer in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Employer for these items. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.
- 16.3 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any plant, or services to be provided by the Subcontractor comply with the requirements of ITB 5 and ITB 15.1
- 17 Bid Prices and Discounts**
- 17.1 Unless otherwise **specified in the BDS**, bidders shall quote for the entire Plant and Installation Services on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the plant. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.
- 17.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document.
- 17.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section IV, Bidding Forms.
- 17.4 Depending on the scope of the Contract, the Price Schedules may comprise up to the six (6) schedules listed below. Separate numbered
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Schedules included in Section IV, Bidding Forms, from those numbered 1-4 below, shall be used for each of the elements of the Plant and Installation Services. The total amount from each Schedule corresponding to an element of the Plant and Installation Services shall be summarized in the schedule titled '**Summary of Price Schedules**', giving the total bid price(s) to be entered in the Letter of Bid.

- Schedule No. 1: Preliminary & General Schedules
- Schedule No. 2: Site Clearance
- Schedule No. 3: Dam
- Schedule No. 4: Spillway
- Schedule No. 5: Draw off Tower
- Schedule No. 6: Bottom Outlet System
- Schedule No. 7: Raw Water Intake & Pumping Works
- Schedule No. 8: Raw Water Rising Main
- Schedule No. 9: Water Treatment Plant
- Schedule No. 10: Clear Water Storage Tank 5,000m³
- Schedule No. 11: Elevated Tank & Pumping System

Bidders shall note that the plant and equipment included in Schedule Nos. 1 and 2 above **exclude** materials used for civil, building and other construction works. All such materials shall be included and priced under Schedule No. 4, Installation Services.

17.5 In the Schedules, bidders shall give the required details and a breakdown of their prices as follows:

- a) Plant to be supplied from abroad (Schedule No. 1):

The price of the plant shall be quoted on CIP-named place of destination basis as **specified in the BDS**

- b) Plant manufactured within the Employer's country (Schedule No. 2):
 - 1) The price of the plant shall be quoted on an EXW Incoterm basis (such as "ex-works," "ex-factory," "ex-warehouse" or "off-the-shelf," as applicable),
 - 2) Sales tax and all other taxes payable in the Employer's country on the plant if the contract is awarded to the Bidder, and
 - 3) The total price for the item.
- c) Design Services (Schedule No. 3).

- d) Installation Services shall be quoted separately (Schedule No. 4) and shall include rates or prices for local transportation to named place of final destination as **specified in the BDS**, insurance and other services incidental to delivery of the plant, all labor, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the Bidding Document, as necessary for the proper execution of the installation and other services, including all taxes, duties, levies and charges payable in the Employer's country as of twenty-eight (28) days prior to the deadline for submission of bids. Prior to Contract award, the Bidder may be required to provide a breakdown of the Bid price for Installation Services showing the provision for taxes separately.
- e) Recommended spare parts shall be quoted separately (Schedule 6) as specified in either subparagraph (a) or (b) above in accordance with the origin of the spare parts.

- 17.6 The current edition of Incoterms, published by the International Chamber of Commerce shall govern.
- 17.7 The prices shall be either fixed or adjustable as **specified in the BDS**.
- 17.8 In the case of **Fixed Price**, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.
- 17.9 In the case of **Adjustable Price**, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labor and material indices in the corresponding Form in Section IV, Bidding Forms.
- 17.10 If so indicated in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply.
- 17.11 Bidders wishing to offer any unconditional discount shall specify in their Letter of Bid the offered discounts and the manner in which price discounts will apply.

18 Currencies of Bid and Payment

- 18.1 The currency(ies) of the bid shall be, as **specified in the BDS**.
- 18.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements.

19 Period of Validity of Bids

- 19.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non responsive.
- 19.2 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 20, the Bidder granting the request shall also extend the bid security 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 19.3.

19.3 In the case of fixed price contracts, 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 adjusted by a factor or factors specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

20 Bid Security

20.1 **Unless otherwise specified in the BDS**, the Bidder shall furnish as part of its bid, a bid security as **specified in the BDS**, in original form and in the amount **specified in the BDS**.

20.2 If a bid security is specified pursuant to ITB 20.1, 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 surety;
- b) an irrevocable letter of credit;
- c) a cashier's or certified check; or
- d) another security **indicated in the BDS**,

from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer's Country, the issuer 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. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 19.2.

20.3 If a bid security is specified pursuant to ITB 20.1, any bid not accompanied by a substantially responsive bid security shall be rejected by the Employer as non responsive.

20.4 If a bid security is specified pursuant to ITB 20.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 42.

20.5 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.

20.6 The bid security may be forfeited:

- 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:
 - 1) sign the Contract in accordance with ITB 41; or
 - 2) furnish a performance security in accordance with ITB 42.

20.7 The Bid Security of a JV shall be in the name of the JV that submits the

bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.

**21 Format and
Signing of Bid**

- 21.1 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 them "Copy." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 21.2 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.
- 21.3 A bid submitted by a JV shall comply with the following requirements:
- a) Unless not required in accordance with ITB 4.1 (a), be signed so as to be legally binding on all partners and
 - b) Include the Representative's authorization referred to in ITB 4.1 (b), consisting of a power of attorney signed by those legally authorized to sign on behalf of the JV.
- 21.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

**22 Submission,
Sealing and
Marking of Bids**

- 22.1 Bidders may always submit their bids by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:
- a) Bidders submitting bids by mail or by hand shall enclose the original and each copy 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 rest of the procedure shall be in accordance with ITB sub-Clauses 22.2 and 22.3.
 - b) Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.
- 22.2 The inner and outer envelopes shall:
- a) bear the name and address of the Bidder;
 - b) be addressed to the Employer in accordance with ITB 24.1;
 - c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and
 - d) bear a warning not to open before the time and date for bid opening.

- 22.3 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.
- 23 Deadline for Submission of Bids**
- 23.1 Bids must be received by the Employer at the address and no later than the date and time **indicated in the BDS.**
- 23.2 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.
- 24 Late Bids**
- 24.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 23. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 25 Withdrawal, Substitution, and Modification of Bids**
- 25.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21.2, (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 21 and ITB 22 (except that withdrawals 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 23.
- 25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.
- 25.3 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.
- 26 Bid Opening**
- 26.1 The Employer shall conduct the bid opening in public, in the presence of Bidders' designated representatives and anyone who choose to attend, and at the address, date and time **specified in the BDS.** 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.**
- 26.2 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 bids that are opened and read out at bid opening shall be considered further.

- 26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Price(s), including any discounts and alternative bids, and indicating whether there is a modification; the presence or absence of a bid security; 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 Price Schedules are to be initialed by a minimum of three representatives of the Employer attending bid opening. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 24.1.
- 26.4 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 if applicable, including any discounts and alternative bids; and the presence or absence of a bid security. The Bidders' representatives who are present shall be requested to sign an attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

- 27 Confidentiality**
- 27.1 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 such process until information on Contract award is communicated to all Bidders.
- 27.2 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.
- 27.3 Notwithstanding ITB 27.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.
- 28 Clarification of Bids**
- 28.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change 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 32.
- 28.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
- 29 Deviations, Reservations, and Omissions**
- 29.1 During the evaluation of bids, the following definitions apply:
- a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

- 30 Determination of Responsiveness**
- 30.1 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:
 - 1) affect in any substantial way the scope, quality, or performance of the Plant and Installation Services specified in the Contract; or
 - 2) 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.
- 30.2 The Employer shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section V, Employer's Requirements have been met without any material deviation, reservation, or omission.
- 30.3 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.
- 31 Nonmaterial Nonconformities**
- 31.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- 31.2 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.
- 31.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.
- 32 Correction of Arithmetical Errors**
- 32.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
 - b) where there are errors between the total of the amounts of Schedule Nos. 1 to 4 and the amount given in Schedule No. 5 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; 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.

- 32.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be declared non-responsive.
- 33 Conversion to Single Currency** 33.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as **specified in the BDS**.
- 34 Margin of Preference** 34.1 No margin of domestic preference shall apply.
- 35 Evaluation of Bids** 35.1 The Employer shall use the criteria and methodologies indicated in this Clause. No other evaluation criteria or methodologies shall be permitted.

Technical Evaluation

35.2 The Employer will carry out a detailed technical evaluation of the bids not previously rejected to determine whether the technical aspects are in compliance with the Bidding Document. **The bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified functional guarantees, will be rejected for non responsiveness.** In order to reach its determination, the Employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following:

- a) overall completeness and compliance with the Employer's Requirements; conformity of the Plant and Installation Services offered with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) requirement corresponding to each functional guarantee, as indicated in the Specification and in Section III Evaluation and Qualification Criteria; suitability of the Plant and Installation Services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid;
- b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and
- c) other relevant factors, if any, listed in Section III, Evaluation and Qualification Criteria.

35.3 Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

Economic Evaluation

- 35.4 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 Price Schedules;
 - b) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;
 - c) price adjustment due to discounts offered in accordance with ITB 17.9 or ITB17.10;
 - d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;

- e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 33; and
- f) the additional evaluation factors indicated in Section III, Evaluation and Qualification Criteria.

35.5 If price adjustment is allowed in accordance with ITB 17.6, 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.

35.6 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

35.7 If the bid, which results in the lowest Evaluated Bid Price, is significantly lower than the Employer's estimation or 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 Price Schedules, to demonstrate the internal consistency of those prices with the methods and time schedule proposed. If it turns out that the bid price is abnormally low, the bid may be declared non-compliant and rejected. After evaluation of the price analyses, taking into consideration the terms of 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 all substantially responsive bids in accordance with ITB 35.4 to determine the lowest evaluated bid.

37 Eligibility and 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 is eligible and 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 15.

37.3 An affirmative determination 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.

37.4 The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the lowest evaluated Bidder for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the bid price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

- 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 38.1, the Employer shall award the Contract to the Bidder whose offer 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 eligible and qualified to perform the Contract satisfactorily.
- 40 Notification of Award** 40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Plant and Installation Services (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- 40.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding.
- 40.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40.4 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.2, 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.
- 41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Employer, to the country of the Employer, or to the use of the Plant and Installation Services to be supplied, where such export restrictions arise from trade regulations from a country supplying those Plant and Installation Services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Employer that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the Plant and Installation Services under the terms of the Contract.
- 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 in accordance with the General Conditions, subject to ITB 35.7, using for that purpose the Performance Security Form included in Section VIII, 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 performance security 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 or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

MAKAMINI DAM PHASE 1
PART 1
BIDDING PROCEDURES
SECTION II
BID DATA SHEET

Section II. Bid Data Sheet

A. Introduction	
ITB 1.1	The number of the Invitation for Bids is : CWWDA/T/W/16/2019-2020
ITB 1.1	The Employer is: Coast Water Works Development Agency (CWWDA)
ITB 1.1	The name of the NCB is: Design and Build of Makamini Dam Phase 1 The identification number of the NCB is: CWWDA/T/W/16/2019-2020 The number and identification of lots (contracts) comprising this NCB is: N/A
ITB 2.1	The Employer is: Coast Water Works Development Agency
ITB 2.1	The name of the Project is: Design and Build of Makamini Dam Phase 1
ITB 3.1	<p>The Employer and the contractors, suppliers or consultants must observe the highest standard of ethics during contract procurement and performance.</p> <p>By signing the Statement of Integrity, the Contractor declares that (i) “it did not engage in any practice likely to influence the contract award process to the Employer's detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the negotiation, the procurement and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.</p> <p>Moreover, the GoK requires including in the Bidding Documents and GoK-financed contracts a provision requiring that bidders and contractors, suppliers and consultants will permit the GoK to inspect their accounts and records relating to the procurement and performance of the GoK-financed contract, and to have them audited by auditors appointed by the GoK.</p> <p>The Agency reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:</p> <ul style="list-style-type: none"> • reject a proposal for a contract award if it is established that during the selection process the bidder that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract; • declare misprocurement when it is established that, at any time, the Employer, the contractor, the supplier, the consultant or its representatives have engaged in acts of corruption, fraud or anti-competitive practices during the contract procurement or performance without the Employer having taken appropriate action in due time satisfactory to the Agency to remedy the situation, including by failing to inform the Agency at the time they knew of such practices. <p>The Agency defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>a. Corruption of a public officer means:</p> <ul style="list-style-type: none"> • the act of promising, offering or giving to a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity; or

	<ul style="list-style-type: none"> • the act by which a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity. <p>b. A "public officer" shall be construed as meaning:</p> <ul style="list-style-type: none"> • any person who holds a legislative, executive, administrative or judicial mandate (within the State of the Employer) regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies; • any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service; • any other person defined as a public officer by the national laws of the Employer. <p>c. Corruption of a private person means:</p> <ul style="list-style-type: none"> • the act of promising, offering or giving to any person other than a public officer, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or • the act by which any person other than a public officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another person or entity, for such person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations. <p>d. Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.</p> <p>e. Anti-competitive practices means:</p> <ul style="list-style-type: none"> • any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply. • any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it. • any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.
<p>ITB 4.1 (a)</p>	<p>The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.</p>

ITB 4.4

1. Natural or legal persons (including all members of a joint venture or any of their subcontractors) shall not be awarded an GoK-financed contract if, on the date of submission of an application or of a bid or on the date of award of a contract, they:
 - a. are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;
 - b. have been convicted within the past five years by court decision, which has the force of res judicata in the country where the project is implemented, of fraud or corruption or any other offence committed during the procurement or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to Letter of Bid) which shows that this conviction is not relevant in the context of this GoK-financed project;
 - c. are listed for financial sanctions by the United Nations, for the purposes of fight against terrorist financing or threat to international peace and security;
 - d. have committed serious professional misconduct within the past **five years** during the procurement or performance of a contract, as evidenced by any means by the Employer;
 - e. have not fulfilled their obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of the country where they are established or the Employer's country;
 - f. have been convicted within the past five years by court decision, which has the force of res judicata of fraud or corruption or any other offence committed in the context of an GoK-financed contract procurement or performance;
 - g. are subject to an exclusion decision of the World Bank, since 30 May 2012, and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to Letter of Bid) which shows that this exclusion is not relevant in the context of this GoK-financed project;
 - h. have committed misrepresentation in documentation requested by the Employer as part of the contract procurement procedure;
2. Bidders that are Government-owned enterprises or institutions may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law. To be eligible, a government-owned enterprise or institution shall establish to the Agency's satisfaction, through all relevant documents, including its Charter and other information the Agency may request, that it: (i) is a legal entity separate from their 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 their government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.
3. In order to promote sustainable development, GoK seeks to ensure that internationally recognised environmental and social standards are complied with. Candidates for GoK-financed contracts shall consequently undertake in the Statement of Integrity to:

	<p>a. comply with and ensure that all their subcontractors comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the Project, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;</p> <p>b. adopt any environmental and social risk mitigations measures as defined in the environmental and social management plan or in the environmental and social impact notice issued by the Employer</p>
ITB 4.5	Ineligible bidders include persons or entities under financial sanctions by either GoK or the United Nations in accordance with the sanction lists established by these institutions regarding fight against terrorism.(*)
ITB 5.1	Restrictions on origin are as follows: goods and services from country under embargo from either GoK or the United Nations.(*)
	<p>(*) Lists can be found at the following websites:</p> <ul style="list-style-type: none"> • un.org/sc/committees/list-compends.shtml (Compendium of United nations Security Concil sanctions lists)

B. Bidding Document

ITB 6.1

The Bidding Document consists of all the Sections indicated below, and 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

1. Evaluation

2. Qualification

Section IV. Bidding Forms

Technical Proposal Standard Forms

Tech A Technical Proposal Submission Form

Tech B Form of Bid Security

Tech C Power of Attorney

Tech D Joint venture agreement

Tech E Form of Environmental and Social Commitment Letter

Tech F Confirmation of pre-qualification information

Tech G Certificate of site visit

Tech H Modifications and addendums

Tech I Deviations

Tech J Schedule of Guaranteed Performances

Tech K Bid design

Tech L Technical assistance statement

Tech M Proposed programme of works

Tech N Bidder's staff organization chart

Tech O CVs of key staff

Tech P Bidder's equipment

Tech Q Proposed sub-contractors

Tech R Bidder's QA/QC System

Tech S Environmental and Social Management Plan

Tech T Manufacturer's brochures and documentation

Financial Proposal Standard Forms

Fin A Letter of Bid

Fin B Appendix to Letter of Bid

Fin C Price Schedules

Fin D Additional price or saving associated with deviations

Fin E Activity schedule

PART 2 Employer's Requirements

Section V. Employer's Requirements

1. General Requirements

2. Standard specifications

PART 3 Conditions of Contract and Contract Forms

Section VI. General Conditions (GC)

Section VII. Particular Conditions (PC)

Section VIII. Contract Forms

A. Performance Security Form

B. Contract Agreement

C. Bank Guarantee Form for Advance Payment

D. Dispute Adjudication Agreement Form

<p>ITB 7.1</p>	<p>For <u>clarification purposes</u> only, the Employer's address is:</p> <p>Chief Executive Officer Coast Water Works Development Agency P.O Box 90417 80100 Mombasa, Kenya</p> <p>E-mail: info@cwvda.go.ke</p>																																
<p>ITB 7.4</p>	<p>A Pre-Bid meeting will take place at the following date, time and place:</p> <p>Date: 24th March, 2020</p> <p>Time: 9.30am Kenyan Time</p> <p>Place: Coast Water Works Development Agency, Board Room,</p> <p>A site visit conducted by the Employer will be organized the same day, immediately after the meeting.</p> <p>Bidders that wish to attend the Pre-Bid meeting and site visit are requested to arrange for their travel logistics.</p>																																
<p>ITB 8.1</p>	<p><u>The Clause ITB 8.1 is replaced by the following:</u></p> <p>No later than fourteen (14) days prior to the deadline for submission of Bids, the Employer may amend the bidding documents by issuing addenda.</p>																																
<p>C. Preparation of Bids</p>																																	
<p>ITB 11.1</p>	<p><u>The Clause ITB 11.1 is replaced by the following:</u></p> <p>A bid submitted in accordance with these Instructions to Bidders shall be composed of two main parts: the Technical Proposal and the Financial Proposal. The Technical Proposal is not allowed to include any information concerning prices, rates, discounts or other financial information.</p> <p>The Technical Proposal shall include the following parts, which should be presented in the order as shown hereafter. The Technical Proposal shall follow the Bidding Forms in this bidding document.</p> <table border="1" data-bbox="400 1429 1310 2065"> <tr><td>A</td><td>Technical Proposal Submission Form</td></tr> <tr><td>B</td><td>Form of Bid Security</td></tr> <tr><td>C</td><td>Power of Attorney</td></tr> <tr><td>D</td><td>Joint venture agreement</td></tr> <tr><td>E</td><td>Environmental and Social Commitment Letter</td></tr> <tr><td>F</td><td>Confirmation of pre-qualification information</td></tr> <tr><td>G</td><td>Certificate of site visit</td></tr> <tr><td>H</td><td>Modifications and addendums</td></tr> <tr><td>I</td><td>Deviations</td></tr> <tr><td>J</td><td>Schedule of Guaranteed Performances</td></tr> <tr><td>K</td><td>Bid design</td></tr> <tr><td>L</td><td>Technical assistance statement</td></tr> <tr><td>M</td><td>Proposed programme of works</td></tr> <tr><td>N</td><td>Bidder's staff organization chart</td></tr> <tr><td>O</td><td>CVs of key staff</td></tr> <tr><td>P</td><td>Bidder's equipment</td></tr> </table>	A	Technical Proposal Submission Form	B	Form of Bid Security	C	Power of Attorney	D	Joint venture agreement	E	Environmental and Social Commitment Letter	F	Confirmation of pre-qualification information	G	Certificate of site visit	H	Modifications and addendums	I	Deviations	J	Schedule of Guaranteed Performances	K	Bid design	L	Technical assistance statement	M	Proposed programme of works	N	Bidder's staff organization chart	O	CVs of key staff	P	Bidder's equipment
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	<table border="1"> <tr><td>Q</td><td>Proposed sub-contractors</td></tr> <tr><td>R</td><td>Bidder's QA/QC System</td></tr> <tr><td>S</td><td>Environmental Management Plan</td></tr> <tr><td>T</td><td>Manufacturer's brochures and documentation</td></tr> <tr><td>U</td><td>Bidder's Qualification Forms</td></tr> <tr><td>V</td><td>Statutory Requirements (Mandatory)</td></tr> <tr><td></td><td>V1.Certificates of registration (Mandatory)</td></tr> <tr><td></td><td>V2. Ensure your firm is e- citizen linked (Mandatory)</td></tr> <tr><td></td><td>V3. Valid Tax Compliance Certificate (Mandatory)</td></tr> <tr><td></td><td>V4. PIN & VAT Certificate (Mandatory)</td></tr> <tr><td></td><td>V5. Certificate of registration NCA 2 and above on water works (Mandatory)</td></tr> <tr><td></td><td>V6. Local Business Permit (Mandatory)</td></tr> <tr><td></td><td>V7. Anti-Corruption Declaration Commitment/ Pledge (Mandatory)</td></tr> </table> <p>The Financial Proposal shall include the following parts, which should be presented in the order as shown hereafter. The Financial Proposal shall follow the Bidding Forms in this bidding document.</p> <table border="1"> <tr><td>A</td><td>Letter of Bid</td></tr> <tr><td>B</td><td>Appendix to Letter of Bid</td></tr> <tr><td>C</td><td>Price schedules</td></tr> <tr><td>D</td><td>Additional price or saving associated with deviations from the technical requirements (if any, else leave blank)</td></tr> <tr><td>E</td><td>Activity schedule</td></tr> </table>	Q	Proposed sub-contractors	R	Bidder's QA/QC System	S	Environmental Management Plan	T	Manufacturer's brochures and documentation	U	Bidder's Qualification Forms	V	Statutory Requirements (Mandatory)		V1.Certificates of registration (Mandatory)		V2. Ensure your firm is e- citizen linked (Mandatory)		V3. Valid Tax Compliance Certificate (Mandatory)		V4. PIN & VAT Certificate (Mandatory)		V5. Certificate of registration NCA 2 and above on water works (Mandatory)		V6. Local Business Permit (Mandatory)		V7. Anti-Corruption Declaration Commitment/ Pledge (Mandatory)	A	Letter of Bid	B	Appendix to Letter of Bid	C	Price schedules	D	Additional price or saving associated with deviations from the technical requirements (if any, else leave blank)	E	Activity schedule
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ITB 13.1	<p>Alternative bids are invited in accordance with ITB 13.4.</p> <p>Bidders are only allowed to propose one bid, compliant with the Employer's Requirements.</p>																																				
ITB 13.2	<p>Alternatives to the Time Schedule are not permitted.</p>																																				
ITB 13.4	<p>Alternative technical solutions are permitted for the parts and within the limits specified in the Employer's Requirements.</p>																																				
ITB 17.1	<p>Bidders shall quote for the entire Plant and Installation Services on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the plant. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the technical assistance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General and Particular Conditions of Contract.</p> <p>The works are not divided into lots and must be covered by a single bid.</p> <p>If a Tenderer wishes to offer a deviation to the tender document requirements, such deviation shall be listed in its tender. The Tenderer shall also provide the additional price or saving associated with such deviation. The Employer reserves the right to accept or reject any such deviations.</p>																																				

ITB 17.5	<p><u>The Clause ITB 17.5 is cancelled and replaced by the following:</u></p> <p>The Price Schedules comprise a number of schedules as included in Section IV, Bidding Forms. These schedules shall be used for each of the elements of the Plant and Installation Services. The total amount from each Schedule corresponding to an element of the Plant and Installation Services shall be summarized in the schedule titled Grand Summary, giving the total bid price to be entered in the Letter of Bid.</p> <p>Bidders must quote all components of the overall price in the “Price Schedules” inclusive of all duties, taxes and other levies payable by the Bidder under this tender and works, or for any other cause, and applicable as of the date 28 days prior to the deadline of submission of the bid. No payment will be made for items which have not been priced; such items will be deemed to be covered by other items on the price schedule.</p>
ITB 17.6	<p><u>The Clause ITB 17.6 is cancelled and not replaced</u></p>
ITB 17.7	<p>The prices quoted by the Bidder shall be: adjustable</p>
ITB 18.1	<p>The currency of the bid shall be as follows: Kenyan Shilling</p>
ITB 19.1	<p>The bid validity period shall be One Hundred Twenty (120) days.</p>
ITB 20.1	<p>A bid security shall be required.</p> <p>The amount of the bid security shall be at least 2% of the Bid Price, in form of an unconditional bank guarantee valid up to 28 days beyond the bid validity.</p>
ITB 20.2 (d)	<p>Other types of acceptable securities: Not applicable</p>
ITB 21.1	<p>In addition to the original of the bid, the number of copies is: Two (2). A soft copy in a flash disk will be required. The bids must be clearly marked “Original” or “Copy”.</p>
ITB 21.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney</p>
<p>D. Submission and Opening of Bids</p>	
ITB 22.1	<p>Bidders do not have the option of submitting their bids electronically.</p>
ITB 22.1 (c)	<p><u>Additional Clause:</u></p> <p>The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “Financial Proposal” and warning: “Do Not Open with the Technical Proposal.” Both envelopes shall be placed into an outer sealed envelope, in accordance with Clauses 22.1 (a), 22.2 and 22.3.</p>

<p>ITB 23.1</p>	<p>For <u>bid submission purposes</u> only, the Employer's address is:</p> <p>Chief Executive Officer Coast Water Works Development Agency Mikindani Street, off Nkurumah Road, Mombasa, Kenya</p> <p>The deadline for bid submission is:</p> <p>Date: Time on 29th April, 2020</p> <p>Time: 12.00 noon Kenyan Time</p>
<p>ITB 26.1</p>	<p>The bid opening shall take place at:</p> <p>Coast Water Works Development Agency Mikindani Street, off Nkurumah Road, Mombasa, Kenya</p> <p>Place: Board Room</p> <p>Date: Time on 29th April, 2020</p> <p>Time: 12.05 pm Kenyan Time</p>
<p>ITB 26.1</p>	<p><u>The following Clauses shall be inserted after Clause 26.1:</u></p> <p>26.1a) Opening of the bids will be performed in two stages, the first involving only the Technical Proposal and the second involving the Financial Proposal.</p> <p>26.1b) The Employer will open all outer envelopes and Technical Proposals in the presence of Bidders' representatives who choose to attend the opening at the time, on the date and at the location specified in the BDS. The Bidders' representatives who are present shall sign a register evidencing their attendance. The Financial Proposals shall remain sealed and deposited until their further proceedings.</p> <p>26.1c) The Bidder's names, tender modifications or withdrawals, alternative tender (if any), the presence or absence of required Bid Security and other such details as the Employer, at its discretion, may consider appropriate, will be announced at bid opening. No bid will be rejected at bid opening except for late bids, which will be returned unopened to the Bidders.</p> <p>26.1d) The Employer will prepare minutes of the tender opening, including the information disclosed to those present in accordance with paragraph 26.1b.</p> <p>26.1e) Financial Proposals will be opened after the evaluation of the Technical Proposal has been finalised, in the presence of Bidder's representatives who choose to attend the opening. Each Bidder will receive a notice with the date and location of the opening.</p> <p>26.1f) The Bidder's names, tender modifications, tender prices, discounts, alternative tender (if any), and other such details as the Employer, at its discretion, may consider appropriate, will be announced at financial bid opening.</p> <p>26.1g) The Employer will prepare minutes of the financial tender opening, including the information disclosed to those present in accordance with paragraph 26.1f).</p>
<p>ITB 26.3</p>	<p>The Clause ITB 26.3 is cancelled and not applicable.</p>

ITB 26.4	<u>The Clause ITB 26.4 is cancelled and not applicable.</u>
E. Evaluation, and Comparison of Bids	
ITB 31.3	<u>The Clause ITB 31.3 is cancelled and not applicable.</u>
ITB 33.1	The currency that shall be used for bid evaluation and comparison purposes is: Kenyan Shilling.
ITB 35.2	<p>The following Clause shall be inserted after Clause 35.2 c):</p> <p>35.2 d) The Employer shall evaluate the Technical Proposals, applying the evaluation criteria specified in Section III – Evaluation and Qualification Criteria. A Proposal shall be rejected at this stage if it fails to comply with these criteria.</p> <p>After the technical evaluation is completed the Employer shall inform the Bidders who have submitted proposals being evaluated as compliant, and shall notify those Bidders whose Proposals were considered as non-responsive that their Financial Proposals will be returned unopened after completing the selection process.</p>

MAKAMINI DAM PHASE 1
PART 1
BIDDING PROCEDURES
SECTION III
EVALUATION AND QUALIFICATION CRITERIA

CONTENTS

Section III. Evaluation and Qualification Criteria

1. Evaluation
 - 1.1. Technical Evaluation
 - 1.2. Economic Evaluation
2. Qualification
 - 2.1. Qualification Forms
 - 2.2. Key Personnel
 - 2.3. Equipment

Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 35 and ITB 37, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

1. Evaluation

1.1. Technical Evaluation

With reference to ITB 35.2 (a) – (c) the following items of the technical aspects of the Bid will be evaluated in order to determine if these technical aspects are in compliance with the Bidding Document. A Bid that is found not compliant will be considered as non-responsive.

Guaranteed Performances

<i>CRITERIA</i>
1 Dam & Reservoir
Maximum seepage (Less than 1,889 m ³ /sec/m)
Permeability coefficient (Less than 1.93e-7m/s)
Reservoir Capacity (4.2045 Mm ³)
Reservoir filling period (at most 3years)
Spillway capacity (Design capacity min 288.1 m ³ /sec)
Draw-off Capacity (0.0325m ³ /sec)
2 Water Treatment Plant (WTP)
Design capacity (output), (m ³ /day) minimum 3,000 M ³ /DAY
Maximum water losses in process (%) contractor to specify
Treated Water PH between (6.5-8.5)
Treated Water Total Dissolved Solids (TDS) Maximum 700 mg/l
Dryness of sludge (%)
Zero Total Coliform Count per 100ml
Zero E-Coliform Count per 100ml
Maximum turbidity at the outlet of the clarification (NTU)
Maximum turbidity at the outlet of the filtration (NTU)
Other Physical and Chemical properties for treated water (must meet WHO and Kenyan Standards)
Residual chlorine concentration at the outlet of the treated water reservoir (ppm)
Guaranteed working life for equipment (years)

Bid Design

<i>CRITERIA</i>
1 Dam & Reservoir
Suitability of the Bid Design with regard to the environmental and climatic conditions prevailing at the site
Bid Design Compliance of with Global Standards (ICOLD, ASTM, BSI, EUROCODES, local standrds etc.)
Compliance of Bid Design with minimum design criteria in the Employer's Requirements
Compliance of civil works and structural design calculations, consistency of applied loads and other design assumptions
Compliance of qualities of material used in civil works
Completeness of bid drawings and consistency of bid drawings with bid design and Employer's Requirements
Compliance and quality concerning ease of operation, ergonomics, staff safety, access and handling, control and supervision
2 Water Treatment Plant (WTP)
Global consistency of treatment line and compliance with the line specified in the Employer's Requirements
Suitability of the Bid Design with regard to the environmental and climatic conditions prevailing at the site

Compliance of mechanical and electrical equipment (quality of materials, characteristics and capacity)
Compliance of Bid Design with minimum design criteria in the Employer's Requirements
Compliance of civil works and structural design calculations, consistency of applied loads and other design assumptions
Compliance of qualities of material used in civil works
Completeness of bid drawings and consistency of bid drawings with bid design and Employer's Requirements
Compliance and quality concerning ease of operation, ergonomics, staff safety, access and handling, control and supervision
Type, quantity and long-term availability of spare parts

Planning of works

CRITERIA
Compliance with maximum total duration of works
Consistency of planning of works, sequence of works, duration of tasks, identification of critical path

Staff organisation

CRITERIA
Comprehensive organisation chart showing the individual functions, name of person assigned as responsible, and name(s) of other persons assigned to that function

QA/QC system

CRITERIA
Completeness and consistency of structure of the Quality Assurance Plan
Comprehensive quality control organisation
Comprehensive quality control procedures of all critical activities

Environmental and Social Management Plan

CRITERIA
Completeness and consistency of measures for solid waste disposal and liquid waste management
Completeness and consistency of measures to minimise equipment impacts related to the use of heavy machinery
Completeness and consistency of measures to minimize the environmental impact from queries and borrow pits
Completeness and consistency of Bidders environmental policy

1.2. Economic Evaluation

The following factors and methods will apply:

1.2.1. Operating and Maintenance Costs

Since the operating and maintenance costs of the facilities being procured form a major part of the life cycle cost of the facilities, these costs will be evaluated according to the principles given hereafter, including the cost of spare parts for the initial period of operation stated below and based on prices furnished by each Bidder in Price Schedules. Such costs shall be added to the bid price for evaluation.

The operating and maintenance costs factors for calculation of the life cycle cost are:

- 1) number of years for life cycle: **20 years**
- 2) operating costs and maintenance costs, including the cost of spare parts for the initial period of operation, **assuming flow rates and reference water quality as indicated in Section IV, Schedule of Guaranteed Performances.**
- 3) rate, in per cent, to be used to discount to present value all annual future costs calculated under 2) above for the period specified in 1): **5%**

The life cycle cost shall be calculated as the net present value of the operation and maintenance cost for each year of the life cycle, according to the following formulae:

$$NPV = \sum_{t=0}^N \frac{R_t}{(1+i)^t}$$

Where

- NPV = net present value
- N = number of years for life cycle
- T = the considered year
- R = the total O&M cost of the considered year
- i = the discount rate

The term "discount rate" does here not refer to any price reduction, but is the rate used for the Net Present Value calculation.

A description of the nature and estimate of the quantities of consumables and spare parts for maintenance and expected renewal or large overhaul periods for equipment shall be provided. The assumptions shall be sustained by an operation and maintenance plan based on maintenance manuals indicating required periodic maintenance. The estimated operation and maintenance costs shall be supported by certified yearly reports from similar plants indicating costs for operation, maintenance and renewal.

The life cycle cost that result from the above procedures shall be added to the bid price, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by Bidders shall remain unaltered.

1.2.2. Rectification of quantifiable nonmaterial nonconformities

With reference to ITB 31.3, no rectification of quantifiable nonmaterial nonconformities shall be undertaken.

Bidders shall quote for the dam and entire Plant and Installation Services on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the dam and WTP. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the dam and WTP and, where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General and Particular Conditions of Contract.

2. Qualification

2.1. Documents Establishing the Qualifications of the Bidder

The Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms, to establish that the Bidder meets the requirements established below.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 5.1	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Eligibility	Not having been declared ineligible by the GoK, as described in ITB 4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	Government Owned Entity of the Borrower country	Meets conditions of ITB 4.7	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1 and 2, with attachments
1.5	United Nations resolution or Borrower's country law	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.5 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1 and 2, with attachments

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor default since 1st January 2015 .	Must meet requirement ¹ ₂	Must meet requirements	Must meet requirement ²	N/A	Form CON-1
2.2	Suspension Based on Execution of Bid Securing Declaration by the Employer or withdrawal of the Bid within Bid validity	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.6 or withdrawal of the Bid pursuant ITB 25.1.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Form
2.3	Pending Litigation	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 1
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ³ since 1st January 2015 .	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

¹ Non performance, as decided by the Employer, shall include all contracts where (a) non performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

² This requirement also applies to contracts executed by the Bidder as JV member.

³ The Bidder shall provide accurate information on the letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
3. Financial Situation and Performance							
3.1	Financial Capabilities	<p>(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kshs 30,000,000 (Kenya Shilling Thirty million) for the subject contract(s) net of the Bidders other commitments</p> <p>(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the monthly cash flow requirements on works currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last five (5) years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.</p>	<p>Must meet requirement</p> <p>Must meet requirement</p> <p>Must meet requirement</p>	<p>Must meet requirement</p> <p>Must meet requirement</p> <p>N/A</p>	<p>N/A</p> <p>N/A</p> <p>Must meet requirement</p>	<p>N/A</p> <p>N/A</p> <p>N/A</p>	<p>Form FIN – 1 and 3, with attachments</p>
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of: Kshs. 500,000,000 (Kenya Shilling five hundred million) , calculated as total certified payments received for contracts in progress and/or completed within the last Five (5) years, divided by Five (5) years	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 2

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
4. Experience							
4.1 (a)	General Design and Construction Experience	Experience under design and construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last five (5) years, starting 1 st January 2015.	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP – 1
4.2 (a)	Specific Design, Construction & Contract Management Experience	(i) A minimum number of similar ⁴ contracts specified below that have been satisfactorily and substantially ⁵ completed as a prime contractor, joint venture member ⁶ , management contractor or sub-contractor ⁶ between 1st January 2015 and application submission deadline: (i) One (1) contract of minimum value Kshs 1,000,000,000 (Kenya Shilling One Billion) (ii) Or two (2) contracts of each of minimum value Kshs 500,000,000 (Kenya Shilling Five Hundred Million)	Must meet requirement	Must meet requirement ⁷	N/A	N/A	Form EXP 3

⁴ The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Work's Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

⁵ Substantial completion shall be based on 80% or more works completed under the contract.

⁶ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.

⁷ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
4.2 (b)		<p>For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or sub-contractor⁸ on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities successfully completed^{9:10}</p> <p>a) Dams: Design and construction of a dam not less than 4million cubic meters storage capacity and earthworks of atleast 33,000m³/month.</p> <p>b) Water Treatment Plant: Design and construction of water treatment plant of capacity of at least 3,000m³/day</p>	Must meet requirements	Must meet requirements	N/A	N/A	Form EXP – 4 and 5

⁸ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share shall be counted to meet this requirement.

⁹ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of production shall be the annual production rate for the key construction activity (or activities).

¹⁰ The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts.

2.2. Key Personnel

The Bidder must demonstrate that it will have the personnel for the key positions that meet the following minimum requirements:

No.	POSITION	TOTAL WORK EXPERIENCE (YEARS)	EXPERIENCE IN SIMILAR WORKS
1	Project Manager	20	University Bachelor's degree in civil engineering, registered with EBK and Experience as project manager from at least 3 WTP and 3 Dam construction projects with capacity > 3,000 m ³ /d and 4 million cubic meters respectively.
2	Water Treatment Process Expert	15	University Bachelor's degree in chemistry and Experience as process designer from at least 3 WTP construction projects with capacity > 3,000 m ³ /d for surface water treatment
3	Electromechanical Engineer	10	University Bachelor's degree in electromechanical engineering, registered with EBK registered with EBK and Experience as automation/electrical engineer from at least 3 WTP and 3 Dam projects with capacity > 3,000 m ³ /d
4	Construction Site Manager/Agent	10	University bachelor's degree construction/civil engineering, registered with EBK and Experience as construction site manager from at least 2 WTP and 2 Dam construction projects with capacity > 3,000 m ³ /d and 4 million cubic meters respectively.
5	Geotechnical Engineer	10	University Bachelor's degree in geotechnical engineering, registered with EBK and Experience as geotechnical/dam foundation engineer for at least 3 Dams projects with capacity > 4 million cubic meters
6	Dam Design Engineer	10	University Bachelor's degree in dam/civil engineering registered with EBK and Experience as dam design engineer for at least 3 Dams projects with capacity > 4 million cubic meters
7	Hydrologist	10	University Bachelor's degree in hydrology and Experience as hydrologist for at least 3 Dams projects with capacity > 4 million cubic meters
8	Structural/civil engineer	10	University Bachelor's degree in civil engineering registered with EBK and Experience as structural/civil engineer from at least 3 WTP projects with capacity > 3,000 m ³ /d and 4 million cubic meters respectively..
9	Engineering Surveyor	10	University Bachelor's degree in surveying registered with ISK and Experience as construction surveyor for at least 3 WTP and 3 dams projects with capacity > 3,000 m ³ /d and 4 million cubic meters respectively.
10	Civil works supervisor	10	University Bachelor's degree in civil engineering registered with EBK and Experience as civil works supervisor from at least 2 WTP and 2 dams construction projects with capacity > 3,000 m ³ /d and 4 million cubic meters respectively.
11	EIA Expert	7	University Bachelor's degree and Registered with NEMA and experience in ESIA for at least 2 WTPs and 2 Dams
12	Sociologist	5	University Bachelor's degree in sociology and Experience in RAP and social issues for at least 2 WTPs and 2 Dams
13	Inspectors of Works (2)	5	College Diploma and Experience as inspectors of works for at least 2 WTPs and 2 Dams
14	Health and Safety Officer	5	College Diploma and Experience in Health and Safety issues for at least 2 WTPs and 2 Dams

All key personnel shall be fluent in English language.

The staff proposed by the Bidder for the above positions is expected to be available and hold these positions, should the Bidder be awarded the Contract. Replacement of personnel is only authorised exceptionally and with prior approval of the Employer.

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms.

2.3. Equipment

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

No.	EQUIPMENT TYPE AND CHARACTERISTICS	MINIMUM NUMBER REQUIRED
1	Excavators for earth works, 75 to 90 horsepower	3
2	Loaders for earth works	4
3	Dump truck for earth works, 14 m ³	6
4	Water tank truck for earth works, 10 to 18 m ³	2
5	Central batch plant for construction works, minimum capacity 10 m ³ /h	1
6	Truck mixer for construction works	2
7	Concrete mixer for construction works	1
8	Mobile crane 60 tons for construction works	2
9	Generators 150 to 250 kVA	2
11	Bulldozer D8/D10	2
12	Truck with crane 15 tons	2
13	Air compressor for 5 jack hammers	1
14	Roller Compactors (Sheep foot and Smooth), at least 10 tons	2
15	Concrete pump	1
16	Motor Grader, 120 horsepower	2

The Bidder shall attach proof of purchase for the equipment he owns.

To be qualified, the Bidder shall show that he owns at least 60% of the above listed equipment. All equipment shall have less than 5 years' age.

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

MAKAMINI DAM PHASE 1

PART 1
BIDDING PROCEDURES

SECTION IV
BIDDING FORMS

FIN A

LETTER OF BID

Letter of Bid

Date: _____
Bidding No.: CWWDA/T/W/16/2019-2020

To: Chief Executive Officer
Coast Water Works Development Agency
Mikindani Street,
P.O Box 90417-80100
Mombasa.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to design and build, in conformity with the Bidding Document, the following works services: Makamini Dam including the WTP
- (c) The price of our Bid, excluding any discounts offered in item (d) below is the sum of:
_____, (_____), **and** _____, (_____)
- (d) The discounts offered and the methodology for their application are: _____

_____;
- (e) Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (g) We, including any subcontractors or manufacturers for any part of the contract, are eligible entities, in accordance with ITB-4.5;
- (h) We, including any subcontractors or manufacturers for any part of the contract, do not have any conflict of interest in accordance with ITB-4.3;
- (i) We are not submitting more than one bid in this bidding process as a Bidder, either individually or as a partner in a joint venture, in accordance with ITB-4.3, except for alternative offers permitted under ITB Clause 13;
- (j) We, including any of our subcontractors or manufacturers for any part of the contract, have not been declared ineligible by the GoK, and/or we are not subject to sanction from either Kenya or the United Nations in accordance with the lists of exclusion established by these institutions regarding fight against terrorism;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB-4.6;¹¹

¹¹ Bidder to use as appropriate

- (l) 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;
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (n) We acknowledge that the Appendix forms part of this Letter of Bid.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the bid for and on behalf of _____

Dated on _____ day of _____, _____

MAKAMINI DAM PHASE 1

PART 1 BIDDING PROCEDURES

SECTION IV BIDDING FORMS

FIN B

APPENDIX TO LETTER OF BID

APPENDIX TO LETTER OF BID
(ALSO REFERRED TO AS APPENDIX TO TENDER IN THE GENERAL CONDITIONS OF CONTRACT)

Note: with the exception of the items for which the Employer's requirements have been inserted, the following information must be completed before the Bid is submitted

Item	Sub-Clause	Entry
Employer's name and address	1.1.2.2 & 1.3	Chief Executive Officer Coast Water Works Development Agency Mikindani Street P.O Box 90417-80100 Mombasa, Kenya
Contractor's name and address	1.1.2.3 & 1.3
Engineer's name and address	1.1.2.4 & 1.3	The Technical Manager Coast Water Works Development Agency Mikindani Street P.O Box 90417-80100 Mombasa, Kenya
Engineer's Representative's name and address	1.1.2.4 & 1.3	To be named after procurement
Time for Completion of the Works	1.1.3.3	
• the Design and Construction of Works		36 months
Defects Notification Period	1.1.3.7	365 days
Electronic transmission systems	1.3	The pre-registered e-mail is acceptable
Governing Law	1.4	The Laws of the Republic of Kenya
Ruling language	1.4	English
Language for communications	1.4	English
Time for access to the Site	2.1	The Commencement Date
Amount of Performance Security	4.2	10% of the contract Price (Bank Guarantee
Period for notifying unforeseeable errors faults and defects in the Employer's Requirements	5.1	14 days
Normal working hours	6.5	0745hrs to 1630hrs, with one and half hour lunch break between 1230hrs and 1400hrs.
Delay damages for the Works	8.7 & 14.15(b)	0.01% of the final Contract Price per day, in the currencies and proportions in which the Contract Price is payable
Maximum amount of Delay damages	8.7	1.0% of the final Contract Price

Item	Sub-Clause	Entry	
Price reduction for failure	9.4	<ul style="list-style-type: none"> ● For over-consumption of electricity: Price Reduction = $(Cr/Cth-1.05) \times \text{Yearly Cost} \times 10$, where <ul style="list-style-type: none"> ● Cr is the average daily consumption observed during the performance tests ● Cth is the theoretical daily consumption calculated on the basis of (i) formula given in Form Q (Schedule of Guaranteed Performances), table of Guaranteed Consumptions, column#2,, (ii) average observed values of Flow, Turbidity and Mn during the Performances Tests period. ● Yearly Cost: given in Price Schedules, Appendix III Operation Cost, last column. ● For over-consumption of chemicals: Price Reduction= $(Cr/Cth-1.10) \times \text{Yearly Cost} \times 10$, where Cr, Cth and Yearly Cost have the same meaning than above. 	
Percentage for Provisional Sums for dayworks	13.5(b)%	
Adjustments for Changes in Cost; Tables of adjustment data	13.8	As per payment schedule	
Design and Build Phase	Payments in Kenya Shilling		
Coefficient; scope of index	Country of origin; currency of index	Source of index; Title/definition	Value on stated date(s)* Value Date
a=0.10 Fixed	-	-	- -
b=			
c=			
d=			
e=			
* These values and dates confirm the definition of each index, but does not define Base Date indices.			
Total advance payment	14.2	10% of the Accepted Contract Price against an advance payment bank guarantee	
Number and timing of instalments	14.2	One Instalment payable 42 days after receipt by the Employer of Performance Security and Advance Payment Guarantee and the corresponding invoice.	

Item	Sub-Clause	Entry
Start repayment of advance payment	14.2(a)	When payments are 30% of the Accepted Contract Amount Less Provisional Sums
Repayment amortisation of advance payment	14.2(b)	25%
Percentage of retention	14.3	10%
Limit of Retention Money	14.3	5% of the Accepted Contract Amount for the Design and Build Phase
Plant and Materials for payment when shipped en route to the Site	14.5(b)	As per activity schedule requirement in the Activity Schedule
Plant and Materials for payment when delivered to the Site	14.5(c)	As per activity schedule requirement in the Activity Schedule
Minimum amount of Interim Payment Certificates	14.6	5% of the Accepted Contract Price
Currency/currencies of payment	14.15	As named in the Letter of Bid
Periods for submission of insurance:	18.1	
• (a) evidence of insurance		• 28 days
• (b) relevant policies		• 90 days
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	1,000,000 Kshs
Minimum amount of third party insurance	18.3	As per insurance laws of Kenya, number of claims unlimited
The DAB shall be	20.2	A DAB of three members
Appointment (if not agreed) to be made by	20.3	The Chairman of Kenya Chapter, Chartered Institute of Arbitrators

MAKAMINI DAM PHASE 1

PART 1
BIDDING PROCEDURES

SECTION IV
BIDDING FORMS

FIN C

PRICE SCHEDULES

1. PREAMBLE TO PRICE SCHEDULES

- i). The Price Schedules shall be read in conjunction with the other documents forming part of this Contract in particular with the priced Activity Schedule prepared by the Bidder. The Price Schedules shall be submitted also on electronic format.
- ii). The total amount of the Price Schedules shall be carried to the Letter of Bid.
- iii). Notwithstanding any limits which may be implied by the wording of the individual activities and/or the explanations in this Preamble, it is to be clearly understood that the amounts entered in the Price Schedules are to be for the work finished, complete in every respect; and will be deemed to have taken full account of all requirements and obligations, whether expressed or implied, covered by all parts of this Contract and to have priced the activities herein accordingly. The amounts must therefore include for temporary works, all incidental and contingent expenses and risks of every kind necessary to design, construct, complete and maintain the whole of the Works in accordance with the Contract. Unless separate items are provided in the Price Schedules, full allowance shall be made in the sums stated for all costs involved. The prices shown in the price schedules will include all taxes and customs, import duties, levies but exclusive of VAT for a proper evaluation. However, the bidder to clearly indicate the VAT amounts in the summary.
- iv). It will be assumed that any activity or item left without a price entered against it, has the price of that activity or item included elsewhere in the Price Schedules. After the award of contract no alteration will be made to the Price Schedules to rectify any “un-priced” activities or items.
- v). Preliminary Items: Interim payments for items described as “Provide and Maintain” in the Preliminaries Schedule will be made on a time basis proportional to the overall time of the activity shown on the programme submitted under Sub-Clause 8.3 [Programme] of the Conditions of Contract.
- vi). The Employer may, under Clause 13 [Variations and Adjustments] of the Conditions of Contract, omit certain Principle Activities if he considers it necessary to adjust the scope of Works to come within budgetary constraints. The Contractor shall be aware of this possibility and shall ensure that any such variation by the Employer does not, in any way, affect the pricing of the retained activities.
- vii). The following abbreviations are used:
- | | | |
|-----------------|---|--------------------|
| l.s. | = | lump sum |
| P.S. | = | Provisional Sum |
| T | = | tonne |
| Kg | = | kilogramme |
| mg | = | milligram |
| mm | = | millimetre |
| h or hr | = | hour |
| m ³ | = | cubic metre |
| d or day | = | day |
| dB | = | decibel |
| Nm ³ | = | Normal cubic meter |
- viii). The prices stated in the Price Schedules shall exclude VAT and shall include all customs duties, import taxes, business taxes, income and other taxes that may be levied on Goods and services according to the laws and regulations being in force in Kenya on the date 28 days prior to the date of submission of the Bids.
- ix). Price Schedules, Appendix I, Daywork. Additional work consists of a set of specific interventions to add new characteristics to the Project, in response to new characteristics and considerations. Additional quantities will be defined by the Employer and paid with the unit price for output products and estimated quantities included in the price schedule for dayworks in appendix I. For the execution of Additional works, the Employer shall issue a work order. A sum for overhead charges and profit shall be applied as a percentage of the amount of Plant, Materials and Services indicated

in the schedule. The percentage rate shall be stated in the appropriate schedule and in the Appendix to Letter of Bid sub-clause 13.5

- x). Price Schedules, Appendix II, Spare parts. At the taking over, the Contractor shall provide to the Employer the Spare parts under Price Schedules – Appendix II, which shall be invoiced accordingly.
- xi). Prices Schedule, Appendix III, Operation and Maintenance Cost. Bidders shall quote the costs for operation and maintenance of the plant under the conditions set in Section III – Evaluation and Qualification Criteria and Section IV – Schedule of Guaranteed Performances. The Bidder shall introduce the quantities estimated required to operate and maintain satisfactorily the plant, against the unit prices that have been set by the Employer based on local conditions and price level. The life cycle cost that result from the quoted operation and maintenance cost shall be added to the bid price, for purposes of comparative evaluation only, to arrive at an “Evaluated Bid Price.” Bid prices quoted by bidders shall remain unaltered
- The yearly consumables costs shall be calculated on the basis of:
 - The quantities given by the Contractor in column 4 of the “Table of guaranteed consumption” in Section IV - Schedule of Guaranteed Performances, corresponding to the consumption of consumables for the reference quality of the raw water.
 - The unit prices given in Appendix III hereafter.
 - The yearly cost for staff shall be calculated for the operation of the plant at the design capacity and on the basis of the unit prices given in Appendix III hereafter
 - The yearly cost for maintenance shall be calculated for the operation of the plant at the design capacity.
 - The yearly cost for large overhaul and replacement shall include all costs for replacement with new goods either a whole equipment item or a significant part of this equipment that has become inappropriate for the use for which it was initially intended (excessive maintenance cost, risk for break down, insufficient availability, obsolete equipment, etc.). The replacement equipment could be different from that being abandoned, but with the same purpose and characteristics. The large overhaul and replacement should consider the length of the life cycle indicated in Section III - Evaluation and Qualification Criteria. The Bidder shall complete the table with all relevant equipment items.
-

2. Summary of Price Schedules

2.1. Design And Build

Schedule	Description	Price (KES)
1	Preliminary & General Items	
2	Site Clearance	
3	Dam	
4	Spillway	
5	Draw off Tower	
6	Bottom Outlet System	
7	Raw Water Intake & Pumping Works	
8	Raw Water Rising main	
9	Water Treatment Plant	
10	Clear Storage Tank, 5000 m ³	
11	Elevated Tank & Pumping System	
TOTAL FOR DESIGN AND BUILD (A)		

2.2. Provisional Sums

Schedule	Description	Price (KES)
I-A	Daywork – Labour	
I-B	Daywork – Materials	
I-C	Daywork - Contractor's Equipment	
II	Spare Parts (Two years period)	
III	Contingencies: 10% of Total for Design and Build (A)	
TOTAL PROVISIONAL SUMS (B)		

2.3. Total Bid Price

Description	Price (KES)
TOTAL FOR DESIGN AND BUILD (A)	
TOTAL PROVISIONAL SUMS (B)	
Sub-Total (A+B)	
Add 16% VAT	
Total Bid Price	

3. Schedules

Price Schedule No. 1 - Preliminary & General Items

Item No	Description	Unit	Price (KES)
1.1	Mobilisation cost including Site preparation	l.s.	
1.2	Establishment of Contractor's office and accommodation	l.s.	
1.3	Maintenance and utilities Contractor's office	l.s.	
1.4	Facilities for the Engineer and the Employer as specified	l.s.	
1.5	All required Insurance	l.s.	
1.6	Performance Security	l.s.	
1.7	Topographical survey	l.s.	
1.8	Geotechnical investigations	l.s.	
1.9	Obtaining of approvals and permissions prior to the commencement of construction.	l.s.	
1.10	Detailed Design of the Works	l.s.	
1.11	Preparation and submission of "As-built" Drawings	l.s.	
1.12	Allow for complying with Health and Safety at Work regulations	l.s.	
1.13	Preparation of ESIA report, RAP, Environmental and Social Management Plan and compliance with its provisions (ESMP)	l.s.	
1.14	Preparation of Quality Assurance and Quality Control Plan and compliance with the QC/QA requirements	l.s.	
1.15	Preparation and submission of Operation and Maintenance documents and manuals	l.s.	
1.16	Pre-Commissioning Testing	l.s.	
1.17	Commissioning Testing	l.s.	
1.18	Trial Operation Period	l.s.	
1.19	Tests on completion	l.s.	
1.20	Demobilisation and removal of Contractor's office	l.s.	
1.21	Any other Preliminary items not described above, but deemed necessary for the satisfactory completion of the works. Tenderer to detail: a) b) c)	l.s. l.s. l.s.	
Total Items 1 to be carried to SUMMARY			

Price Schedule No. 2 – Site Clearance

Item No	Description	Unit	Price (KES)
2	Vegetation Removal	I.S.	
2.1	Any other Site Clearance items not described above, but deemed necessary for the satisfactory completion of the works. Tenderer to detail:		
	a)	I.S.	
	b)	I.S.	
	c)	I.S.	
Total Items 2 to be carried to SUMMARY			

Price Schedule No. 3 – Dam

Item No	Description	Unit	Price (KES)
3.1	Excavation	l.s.	
3.1.1	Top Soil	l.s.	
3.1.2	Normal Soil	l.s.	
3.2	Embankment	l.s.	
3.2.1	Earth Fill Shell	l.s.	
3.2.2	Earth Fill Core	l.s.	
3.2.3	Rip Rap Layer	l.s.	
3.2.4	Top Soil for Downstream grassing	l.s.	
3.3	Filter Media	l.s.	
3.3.1	Bedding for Rip Rap	l.s.	
3.3.2	Filter Material for Rip Rap Bedding	l.s.	
3.3.3	Horizontal Filter Blanket	l.s.	
3.4	Crest Road	l.s.	
3.4.1	Gravel Surfacing Coarse	l.s.	
3.4.2	Supply and Planting of Suitable Grass	l.s.	
3.5	Rock Toe	l.s.	
3.5.1	Rock Toe Fill	l.s.	
3.5.2	PCC Ogee Porous Pipe	l.s.	
3.5.3	Open Concrete Lined Toe Drain	l.s.	
3.6	Instrumentation	l.s.	
3.7	Foundation Grouting	l.s.	
3.8	Any other Dam items not described above, but deemed necessary for the satisfactory completion of the works. Tenderer to detail: a) b) c)	l.s. l.s. l.s	
Total Items 3 to be carried to SUMMARY			

Price Schedule No. 4 – Spillway

Item No	Description	Unit	Price (KES)
4.1	Blinding Concrete C15/20	l.s.	
4.2	Reinforced Concrete C20/25	l.s.	
4.3	Reinforcement (Walls, Ogee etc)	l.s.	
4.4	Shuttering	l.s.	
4.4.1	Timber Vertical shuttering to the sides of Retaining Walls	l.s.	
4.4.2	Wrought Vertical Shuttering to faces of Ogee Weir	l.s.	
4.5	Any other Spillway items not described above, but deemed necessary for the satisfactory completion of the works. Tenderer to detail:		
	a)	l.s.	
	b)	l.s.	
	c)	l.s.	
Total Items 4 to be carried to SUMMARY			

Price Schedule No. 5 – Draw Off Tower

Item No	Description	Unit	Price (KES)
5.1	Blinding Concrete C15/20	l.s.	
5.2	Reinforced Concrete C20/25	l.s.	
5.3	Precast Slab to Block Diversion Channel	l.s.	
5.4	Mass Concrete Grade 15 to Block Diversion Channel	l.s.	
5.5	Shuttering	l.s.	
5.5.1	Rough Vertical Shuttering	l.s.	
5.5.2	Wrought Finish Vertical Shuttering to Internal Surfaces	l.s.	
5.6	Fittings	l.s.	
5.6.1	Hand Railings 50x50x90mm Long and 4mm thick hollow Gal. M.S	l.s.	
5.6.2	Complete Access Ladder	l.s.	
5.6.3	Supply and Fix 750x750x150mm Deep Screen of 16mm Dia Gal .M.S Bars at 100mm	l.s.	
5.6.4	Scour and Draw Off Pipe	l.s.	
5.7	Any other Draw Off Tower items not described above, but deemed necessary for the satisfactory completion of the works. Tenderer to detail: a) b) c)	l.s. l.s. l.s	
Total Items 5 to be carried to SUMMARY			

Price Schedule No. 6 – Bottom Outlet System

Item No	Description	Unit	Price (KES)
6.1	Blinding Concrete C15/20	I.S.	
6.2	Mass Concrete C35 as Surround to Pipes	I.S.	
6.3	Reinforced Concrete C20/25	I.S.	
6.4	Shuttering	I.S.	
6.5	Reinforcement	I.S.	
6.6	Any other Bottom Outlet System items not described above, but deemed necessary for the satisfactory completion of the works. Tenderer to detail:		
	a)	I.S.	
	b)	I.S.	
	c)	I.S.	
Total Items 6 to be carried to SUMMARY			

Price Schedule No. 7 – Raw Water Intake & Pumping Works

Item No	Description	Unit	Price (KES)
7.1	Generator & Generator House	l.s.	
7.1.1	4.3x6.6m Generator House	l.s.	
7.1.2	75KVA Power Generator	l.s.	
7.1.3	One (1) Grade 9 Staff House	l.s.	
7.2	Pumps and Pump House	l.s.	
7.2.1	5x7m Pump House	l.s.	
7.2.2	Pumps	l.s.	
7.2.3	Control Panel	l.s.	
7.3	Access Road	l.s.	
7.4	Any other Raw Water Intake & Pumping Works items not described above, but deemed necessary for the satisfactory completion of the works. Tenderer to detail:	l.s.	
	a)	l.s.	
	b)	l.s.	
	c)	l.s.	
Total Items 7 to be carried to SUMMARY			

Price Schedule No. 8 – Raw Water Rising Mains

Item No	Description	Unit	Price (KES)
8.1	Clearance	l.s.	
8.2	Earth Works	l.s.	
8.3	Pipe works	l.s.	
8.3.1	225mm Dia. Ductile Iron Pipe	l.s.	
8.3.2	Fittings and Accessories	l.s.	
8.3.3	Allow for other Fittings, Specials, Marker Posts, River Crossings, Chambers, Auxilliary parts etc	l.s.	
8.4	Any other Raw Water Rising Mains items not described above, but deemed necessary for the satisfactory completion of the works. Tenderer to detail: a) b) c)	l.s. l.s. l.s	
Total Items 8 to be carried to SUMMARY			

Price Schedule 9- Water Treatment Plant Capacity 3,000 m³/day

Item No	Description	Unit	Price (KES)
9.1	Site clearance and demolitions	l.s	
9.2	Head works (including connection chamber, aeration, pre-oxidation)	l.s	
9.3	Coagulation, flocculation, clarification	l.s	
9.4	Rapid Sand Filters	l.s	
9.5	UV building	l.s	
9.6	Treated water tank	l.s	
9.7	Back wash water tank	l.s	
9.8	Sludge thickening	l.s	
9.9	Sludge drying beds	l.s	
9.10	Chemical and chlorination building	l.s	
9.11	Administration building	l.s	
9.12	Workshop and Store building	l.s	
9.13	Electrical building (generator house, switchboard room)	l.s	
9.14	Process networks	l.s	
9.15	Access Road	l.s	
9.16	Access Road to the staff housing	l.s	
9.17	Staff Housing	l.s	
9.18	Sewerage and drainage	l.s	
9.19	Any other WTP items not described above, but deemed necessary for the satisfactory completion of the works. Tenderer to detail: a) b) c) d)	l.s	
Total Items 9 to be carried to SUMMARY		.	

Price Schedule No. 10 – Clear Water tank, 5,000 m³

Item No	Description	Unit	Price (KES)
10.1	Clear Water Storage Tank, 5,000 m ³ Capacity	l.s	
10.2	Any other Clear Water Tank Items not described above, but deemed necessary for the satisfactory completion of the works. Tenderer to detail: a) b) c)	l.s	
Total Items 10 to be carried to SUMMARY			

Price Schedule No. 11 – Elevate Water tank, 200 m³ including Pump & Pump House

Item No	Description	Unit	Price (KES)
11.1	Elevated Steel Water Tank, 200 m ³	l.s	
11.2	Pump & Pump House	l.s	
11.2.1	Pumps and Control Panel	l.s	
11.2.2	Pump House	l.s	
11.3	Any other Elevate Tank Items not described above, but deemed necessary for the satisfactory completion of the works. Tenderer to detail: a) b) c)	l.s	
Total Items 11 to be carried to SUMMARY			

Price Schedule No. 12 - SCADA Works-NOT REQUIRED

**Price Schedules - Appendix I:
Daywork Schedule A - Labor**

Item No.	Description	Unit	Provisional Quantity	Unit price (KES)	Price (KES)
Civil Engineering					
A.1	Working ganger	hr	200		
A.2	Craftsman (joiner/steel fixer and the like)	hr	400		
A.3	Semi-skilled workman (plant operator/pipe layer and the like)	hr	1000		
A.4	Labourer	hr	1000		
Mechanical/Electrical					
A.5	Technician/Engineer	hr	200		
A.6	Electrician/Fitter	hr	100		
A.7	Labourer	hr	400		
Total Cost for Labourer					
Tenderer's Percentage on Price of Dayworks Labourer (Sub-clause 13.5)					%
Total Appendix I.A to be carried to SUMMARY (Including percentage on total cost)					

**Price Schedules - Appendix I:
 Daywork Schedule B – Materials**

Item No.	Description	Unit	Provisional Quantity	Unit price (KES)	Price (KES)
B.1	Provisional Sum for Materials	PS	1		
B.2	Capacity building, to be used as per instructions of the Employer and the Engineer	PS	1		
Total Cost for Materials					
Tenderer's Percentage on Price of Dayworks Materials (Sub-clause 13.5)					%
Total Appendix I.B to be carried to SUMMARY (Including percentage on total cost)					

**Price Schedules - Appendix I:
Daywork Schedule C - Contractor's Equipment**

Item No.	Description	Unit	Provisional Quantity	Unit price (KES)	Price (KES)
C.1	Air compressor up to 14 m ³ /min, including hoses free air delivery 7kg/cm ²	hr	80		
C.2	Concrete mixer, closed drum with hopper wet capacity up to 200 litres.	hr	40		
C.3	Vibrator poker air (excluding compressor).	hr	60		
C.4a	Crane, crawler mounted, maximum safe working load: Up to 36 tonnes	hr	40		
C.4b	Up to 75 tonnes	hr	20		
C.5a	Concrete skip for crane, struck capacity: Up to 0.6 m ³	hr	20		
C.5b	Up to 1.2 m ³	hr	20		
C.6a	Dumper, 2 wheel drive, makers rated payload: Up to 1500 kg	hr	100		
C.6b	Up to 5000 kg	hr	100		
C.7	Rear dump truck, makers rated payload up to 17 tonnes	hr	20		
C.8	Articulated dump truck, makers rated payload up to 18.5 tonnes	hr	20		
C.9a	Excavator mounted percussion breaker, unit weight less cradle: Up to 100 kg	hr	20		
C.9b	Up to 1,000 kg	hr	20		
C.10a	Excavator, hydraulic full circle slew, crawler or wheel mounted with single equipment, makers rated nominal weight: Up to 2 tonnes	hr	20		
C.10b	Up to 14 tonnes	hr	20		
C.10c	Up to 21 tonnes	hr	60		
C.10d	Up to 30 tonnes	hr	20		
C.10e	Up to 55 tonnes	hr	20		
C.11	Excavator, hydraulic, offset or centre post, half circle slew, wheeled dual purpose back hoe/loader, makers rated loader bucket capacity up to 1.0 m ³	hr	100		
C.12	Excavator (100 – 200 HP)	hr	100		
C.13	Roller compactor (9 – 15 tonnes)	hr	50		
Sub-Total to be carried to next page					

Item No.	Description	Unit	Provisional Quantity	Unit price (KES)	Price (KES)
Carried from previous page					
C.14a	Generating set, nominal rating Up to 10 kVA	hr	30		
C.14b	Up to 25 kVA	hr	30		
C.15a	Transformer, stationary, (air cooled nominal rating: Up to 10 kVA	hr	30		
C.15b	Up to 25 kVA	hr	30		
C.16a	Lorry, maximum gross vehicle weight: Up to 12 tonnes	hr	20		
C.16b	Up to 17 tonnes	hr	20		
C.16c	Up to 30 tonnes	hr	20		
C.17a	Lorry, tipper, maximum gross vehicle weight: Up to 12 tonnes	hr	40		
C.17b	Up to 17 tonnes	hr	20		
C.17c	Up to 30 tonnes	hr	20		
C.18a	Van or pick-up. Carrying capacity: Up to 1 tonne	hr	40		
C.18b	Up to 2 tonnes	hr	40		
C.19	Vibration rammer, nominal weight: Up to 60 kg	hr	20		
C.20a	Vibrating plate compactor, nominal weight: Up to 80 kg	hr	40		
C.20b	Up to 150 kg	hr	40		
C.21	Pneumatic tools: Breaker including steels	hr	60		
Total Cost for Equipment					
Tenderer's Percentage on Price of Dayworks Equipment (Sub-clause 13.5)					%
Total Appendix I.C to be carried to SUMMARY (Including percentage on total cost)					

**Price Schedules - Appendix II:
 List of spare parts**

With reference to the Employer's Requirements, the Tenderer shall include as part of his Tender Price a priced list of spare parts for a two (2) years operation period, which he suggests to be included in the Contract.

The total list of spare parts with prices as proposed by the Tenderer shall be entered into the Technical Schedules.

LIST OF SPARE PARTS (Provisional Sum)

Item	Description	Quantity	Unit Rate	Amount
II.1				
II.2				
II.3				
II.4				
II.5				
II.6				
II.7				
II.8				
II.9				
II.10				
II.11				
II.12				
TOTAL Appendix II - SPARE PARTS to be carried to SUMMARY				

**Price Schedules - Appendix III:
 Operation And Maintenance Cost**

A. YEARLY COSTS FOR CONSUMABLES

Item	Description	Unit	Yearly quantities	Unit price	Yearly cost (KES)
III-A.1	Electricity	kWh/year			
III-A.2	Potassium permanganate	Tonne/year			
III-A.4	Alum	Tonne/year			
III-A.5	Polyelectrolyte	Tonne/year			
III-A.6	Lime	Tonne/year			
III-A.7	Sodium chloride	Tonne/year			
III-A.8	Calcium hypochlorite	Tonne/year			
TOTAL Appendix III-A – YEARLY COSTS FOR CONSUMABLES					

B. YEARLY COSTS FOR STAFF

Item	Description	Unit	Yearly quantities	Unit price	Yearly cost (KES)
III-B.1	Plant manager	No. staff			
III-B.2	Electromechanical Staff	No. staff			
III-B.3	Laboratory staff	No. staff			
III-B.4	Other technicians	No. staff			
III-B.5	Unqualified staff	No. staff			
TOTAL Appendix III-B – YEARLY COSTS FOR STAFF					

C. YEARLY COSTS FOR MAINTENANCE

Item	Description	Unit	Yearly quantities	Unit price	Yearly cost (KES)
III-C.1	Engine oils and other lubricants	Tonne/Year		KES/t	
III-C.2	Spare parts	I.s./Year		KES/year	
III-C.3	Maintenance of tools	I.s./Year		KES/year	
III-C.4	Periodic Inspections	I.s./Year		KES/year	
III-C.5	Maintenance of access roads and green areas	Hours/Year		KES/h	
III-C.6	Products for laboratory analyses	Tonne/Year		KES/t	
III-C.7	Electrical consumables	I.s./Year		KES/year	
TOTAL Appendix III-C – YEARLY COSTS FOR MAINTENANCE					

D. YEARLY COSTS (KSHS) FOR LARGE OVERHAUL AND REPLACEMENT

Item	Description	Cost																			
		Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
III-D.1	Equipment A																				
III-D.2	Equipment B																				
III-D.3	Equipment C																				
III-D.4	Add lines as required																				
...	...																				
TOTAL Appendix III-D – YEARLY COSTS FOR LARGE OVERHAUL AND REPLACEMENT																					

MAKAMINI DAM PHASE 1

PART 1 BIDDING PROCEDURES

SECTION IV BIDDING FORMS

FIN D

ADDITIONAL PRICE OR SAVING ASSOCIATED WITH DEVIATION

ADDITIONAL PRICE OR SAVING ASSOCIATED WITH DEVIATION

In the case the Bidder has proposed a deviation to the bid document requirements, the Bidder shall here provide the additional price or saving associated with such deviation.

Such price or saving shall be calculated following the requirements of the Preamble of the Price Schedules and be itemized in the same manner as the Price Schedule.

If no deviation is proposed by the Bidder, this section of the Bid should be left blank with the written mention "INTENTIONALLY LEFT BLANK".

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FIN E

ACTIVITY SCHEDULE

ACTIVITY SCHEDULE

Preamble

1 Completion of the activity schedule

- 1.1 The Bidder may expand each activity given in the Price Schedules (a “Principal activity”) into as many sub-activities as he wishes so as to produce an “Activity Schedule”. The Bidder should bear in mind that one aim of using an Activity Schedule is to simplify the assessment of payments due to the Contractor. Sub-activities need not be site construction activities; the various stages of design or making a down payment to a supplier are all legitimate sub-activities.
- 1.2 Every item in the Activity Schedule upon which the Bid has been based and for which the Bidder would expect to be paid under any ensuing Contract shall be printed or legibly priced in ink, with the individual activities added together to form the total Bid Price.
- 1.3 The Bidder shall complete the Activity Schedule by inserting activities and giving lump sum prices and completion criteria against each activity (with a subtotal for each specified Principal Activity at the end). The summation of the Activity Schedule will give the corresponding Bid Price. Payment of all activities will be made on a fixed lump sum basis in accordance with Clause 14 [Contract Price and Payment] of the Conditions of Contract.
- 1.4 The Activity Schedule shall include a list of activities and the lump sum amounts payable when the activities are completed. Each activity in the activity schedules shall be a discrete activity whose completion is readily verified (so that, for example, “install 100 m of 300 mm diameter pipeline” is not an acceptable activity, while “install 300 mm diameter pipeline between manholes 3A and 7B” is an acceptable activity). If necessary, the Bidder shall include in the activity description a statement of how the completion of the activity can be recognized. Activities included in the activity schedules shall be readily identifiable as activities or parts of activities included in the programme. Bidders should note that there will be no payment for “materials on site”, nor will part payments be made for partial completion of any activity.
- 1.5 One key purpose of the Activity Schedules is that assessment of payments due should be simple. Bidders should structure their activity schedules so that a reasonable number of activities are likely to be completed in each payment period. There is no requirement for the total number of activities, but it is anticipated that the number should be between 50 and 100.
- 1.6 A separate sub-total must be shown against each Principal Activity.

2 Payments based on activity schedule

- 2.1 The amounts entered in the Activity Schedule will be used for the calculation of interim payments due to the Contractor in accordance under Clause 14.3a [Contract Price and Payment]. The Employer will not make payments for work other than against completed items in the Activity Schedule. The Bidder must therefore clearly state in the Activity Schedule how the completion of each activity will be defined or established.
- 2.2 The Employer will not make payments for work other than against completed items in the Activity Schedule. Payments will be made for activities that are fully completed. No partial payments will be made for activities that are partially completed, except for those stated in Sub-Clause 2.7 of this Preamble. Any application for payment made by the Contractor under the provisions of Clause 14.3 [Application for Interim Payment Certificates] of the Conditions of Contract shall include a list of the activities completed, for which payment is requested.
- 2.3 Notwithstanding any limits which may be implied by the wording of the individual activities and/or the explanations in this Preamble, it is to be clearly understood that the amounts entered in the Activity Schedule are to be for the work finished and complete. The prices will be deemed to have taken full account of all requirements and obligations, whether expressed or implied, covered by all parts of this Contract and to have priced the activities accordingly. The amounts must therefore include for all incidental and contingent expenses and risks of every kind necessary to design, construct and complete the whole of the Works in accordance

with the Contract. Unless separate items are provided in the Activity Schedule, full allowance shall be made in the sums stated for all costs involved.

- 2.4 The amounts entered by the Contractor against all items in the Activity Schedule must bear a proper relationship to the cost of carrying out the work described in the Contract. All on-costs, profits, overheads and similar charges (unless separately itemised) which are applicable to the Contract as a whole are to be spread over all amounts in the Activity Schedule whilst those which apply to particular sections of the Contract, are to be spread only over the items to which those sections refer.
- 2.5 The Contractor shall ensure that the prices in the Activity Schedule do not cause the following percentage payments to be exceeded:

Stage of Work	Maximum Percentage of Principal Activity	Notes
(Advance Payment)	See Appendix to Letter of Bid	(Retention not deducted)
Detailed Designs and documents (Drawings, ESIA &RAP) for Approval	5%	Retention deducted in accordance with Clause 14.3(c) of Conditions of Contract. For Dam and WTP this percentage will apply to the sum of delivery and installation prices for the Plant items which designs/documents are approved.
Completion of Dam works,	70%	Retention deducted in accordance with Clause 14.3(c) of Conditions of Contract. Payment due against Bill of Loading or similar documentation indicating payment to manufacturer has been made.
Completion of WTP, pipework and Tanks and Equipment at manufacturer's works, prior to, or on, shipment NB Clause 14.5c applies	85%	Retention deducted in accordance with Clause 14.3(c) of Conditions of Contract. Payment due against Bill of Loading or similar documentation indicating payment to manufacturer has been made.
Delivery & Installation of Equipment on Site	90%	Retention deducted in accordance with Clause 14.3(c) of Conditions of Contract.
Completion of Civil Works	95%	Retention deducted in accordance with Clause 14.3(c) of Conditions of Contract.
Taking over certificate	100 %	

The Contractor should note that the Principal Activities will contain items of ancillary work and the percentages above relate to all activities within the Principal Activity. The maximum percentage may thus not be payable for specific items of plant unless the Activity Schedule provides sufficient detail.

- 2.6 The Employer may, under Clause 13 [Variations] of the Conditions of Contract, omit certain Principle Activities if he considers it necessary to adjust the scope of works to come within budgetary constraints. The Contractor shall be aware of this possibility and shall ensure that any such variation by the Employer does not, in any way, affect the pricing of the retained activities.
- 2.7 Items included in Schedules headed Preliminary items (Price Schedule No. 1) which involve the maintenance of general facilities or provision of services for the Contractor or Engineer for a period of time and whose completion is unlikely before the Employer's Taking Over are an exception to the payment rule given in Clause 2.3 of this Preamble. Interim Payments will be made on a time basis and will be in proportion to the overall time that the facility or service is provided and shown on the programme submitted in accordance with Clause 8.3 [Programme] of the Conditions of Contract.

MAKAMINI DAM PHASE 1

PART 1
BIDDING PROCEDURES

SECTION IV
BIDDING FORMS

TECH A

TECHNICAL PROPOSAL SUBMISSION FORM

TECHNICAL PROPOSAL SUBMISSION FORM

Tender No: **CWWDA/T/W/16/2019-2020**

Name of contract: Design and Build of Makamini Dam Phase 1 (including WTP)

[Insert place and date]

To: Chief Executive Officer
Coast Water Works Development Agency
Mikindani Street,
P.O Box 90417-80100
Mombasa.

1.
2.

1 SUBMITTED BY

	Name(s) of Bidder(s)
Leader	
Partner 1*	
Etc ... *	

* add/delete additional lines for partners as appropriate. Note that a subcontractor is not considered to be a partner for the purposes of this Bid procedure. If this Bid is being submitted by an individual Bidder, the name of the Bidder should be entered as 'leader' (and all other lines should be deleted)

2 CONTACT PERSON (for this Bid)

Name	
Address	
Telephone	
Fax	
E-mail	

3 BIDDER'S DECLARATION

[To be completed and signed by the Bidder]

In response to your letter of invitation to Bid for the above contract, we, the undersigned, hereby declare that:

- 3.1** We have examined and accept in full the content of the dossier for invitation to Bid No: **CWWDA/T/W/16/2019-2020** of *[Insert date]*. We hereby accept its provisions in their entirety, without reservation or restriction.
- 3.2** We offer to execute, in accordance with the terms of the Bid dossier and the conditions and time limits laid down, without reserve or restriction, the following works:

"The Design and Build of Makamini Dam Phase 1 including the WTP"
- 3.3** We are hereby submitting our Bid, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.
- 3.4** Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period

- 3.5** We undertake, if our Bid is accepted, to commence the Facilities, and to achieve Completion within the times stated in the Bid documents.
- 3.6** If our Bid is accepted, we undertake to provide a performance security in the form and amounts, and within the times specified in the Bid documents.
- 3.7** Until a formal Contract Agreement is prepared and executed between us, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.
- 3.8** We understand that you are not bound to accept the lowest, or any Bid you may receive.

We remain,

Yours sincerely,

Authorised signature:

Name and title of signatory: *[insert name and title of authorised person]*

Name of Firm: *[Insert name of Bidder]*

Stamp of the firm/company:

MAKAMINI DAM PHASE 1

PART 1
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SECTION IV
BIDDING FORMS

TECH B

FORM OF BID SECURITY

Form of Bid Security (Bank Guarantee)

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder 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, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

MAKAMINI DAM PHASE 1

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TECH C

POWER OF ATTORNEY

FORM

POWER OF ATTORNEY

Insert here the power of attorney empowering the signatory of the Tender and all related documentation.

In the case of a Tender submitted by a joint venture or a consortium, also insert here powers of attorneys signed by legally authorised signatories of all member firms of the joint venture or consortium empowering the signatory(ies) of the Tender.

MAKAMINI DAM PHASE 1

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BIDDING FORMS

TECH D

JOINT VENTURE AGREEMENT

FORM

JOINT VENTURE OR CONSORTIUM AGREEMENT

If the Bid is submitted by a joint venture or a consortium, a copy of the agreement entered into by the member firms of the joint venture or consortium shall be submitted here.

The agreement shall as a minimum:

- state that all member firms of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms;
- state that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the whole performance period of the contract;
- nominate one of the member firms of the joint venture or consortium, responsible for performing a key component of the contract, as being in charge (the Leader); this authorisation shall be evidenced by submitting with the tender a power of attorney signed by legally authorised signatories of all member firms of the joint venture or consortium;
- state that the member firm of the joint venture or consortium in charge shall be authorised to incur liabilities and receive instructions for and on behalf of any and all member firms of the joint venture or consortium, and the entire execution of the contract, including payment, shall be done exclusively with the member firm in charge.

If the Bid is not submitted by a joint venture or a consortium, this section of the Bid should be left blank with the written mention "INTENTIONALLY LEFT BLANK".

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TECH E

FORM OF ENVIRONMENTAL AND SOCIAL COMMITMENT LETTER

Form of Environmental and Social Commitment Letter

I have taken due note of the importance to comply with environmental and social standards and regulations.

I, the undersigned, [.....] acting as the duly authorized representative of [.....],

With respect to the submission of a bid for [.....] in accordance with the invitation to tender No [.....], I undertake to comply, and ensure that our subcontractors, if any, comply with international environmental and labour standards consistent with applicable law and regulations in the country of implementation of the Project, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties

In addition, I also undertake to adopt any environmental and social risk mitigation measures as defined in the environmental and social management plan or the notice of environmental and social impact issued by the Employer.

Date :

Signature

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TECH F

FORM OF CONFIRMATION OF PREQUALIFICATION INFORMATION-N/A

**Form for
Confirmation of Pre-Qualification Information-Not Applicable**

Bid No. **CWWDA/TW/16/2019-2020**

Name of contract: Design and Build of Makamini Dam Phase 1 including the WTP

To: Chief Executive Officer
Coast Water Works Development Agency
Mikindani Street,
P.O Box 90417-80100
Mombasa

We, the undersigned, hereby:

[The Bidder shall delete the one of the two statements hereafter which does not apply]

confirm that all information provided in the pre-qualification documents for this contract is still valid and correct and that we continue to comply with the qualification criteria as set in the pre-qualification documents.

We fully understand that a Bidder may be disqualified if he no longer meets the qualification requirements at the time of contract award.

inform you that the following information concerning our firm(s) has been modified compared with the information given in our pre-qualification application:

[refer to the Application Forms in the pre-qualification documents]

.....

.....

.....

We fully understand that a Bidder may be disqualified if he no longer meets the qualification requirements at the time of contract award.

Authorised signature:
Name and title of signatory: *[insert name and title of authorised person]*
Name of Firm: *[Insert name of Bidder]*
Stamp of the firm/company:

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TECH G

CERTIFICATE OF SITE VISIT

CERTIFICATE OF SITE VISIT

Insert here the Certificate of site visit provided by the Employer.

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TECH H

MODIFICATIONS AND AMENDMENTS

MODIFICATIONS AND AMENDMENTS

Insert here any modifications and amendments to the bid documents issued by the Employer.

If no modifications or amendments have been issued, this section of the Bidder should be left blank with the written mention "INTENTIONALLY LEFT BLANK".

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PART 1
BIDDING PROCEDURES

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BIDDING FORMS

TECH I

DEVIATIONS

DEVIATIONS

In the case the Bidder proposes a deviation to the bid document requirements, such deviation should be declared here.

Such proposed deviation must contain all the details necessary for the thorough evaluation and must comprise:

- A demonstration of the advantages of the deviation;
- A list of specifications or other requirements affected by the deviation;
- A description of the deviation including drawings and calculations where appropriate.

Price or saving associated with the deviation should not be given here, but should be indicated in the Financial Proposal.

It is reminded that material deviations, as indicated in the Instructions to Bidders, will be treated as non-responsive and will lead to the rejection of the Bid.

If no deviation is proposed by the Bidder, this section of the Bid should be left blank with the written mention "INTENTIONALLY LEFT BLANK".

MAKAMINI DAM PHASE 1

PART 1
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SECTION IV
BIDDING FORMS

TECH J

SCHEDULE OF GUARANTEED PERFORMANCES

CONTENTS

1. GUARANTEES REGARDING THE CAPACITY OF THE INSTALLATION	1
2. GUARANTEES CONCERNING WATER QUALITY	1
2.1. GARANTEED PERFORMANCE RANGE	1
2.2. TREATED WATER QUALITY	2
3. GUARANTEE CONCERNING SLUDGE TREATMENT	2
4. GUARANTEES CONCERNING NOISE LEVELS	2
4.1. IN PREMISES	2
4.2. AT THE EDGE OF THE PROPERTY	2
5. GUARANTEES CONCERNING PERFORMANCE LEVELS FOR PARTICULAR STRUCTURES	3
5.1. CLARIFICATION	3
5.2. FILTRATION	3
5.3. FINAL CHLORINATION	3
6. GUARANTEED CONSUMPTION	3
7. GUARANTEES CONCERNING WORKING LIFE	4

The Contractor guarantees that the plant will meet the following performances:

[All dotted lines and empty cells in tables to be completed by the Bidder]

1. Guarantees regarding the capacity of the installation

The contractor guarantees that the WTP will meet the water quality guarantees with the following treatment capacity:

- Design capacity (water inlet): **3,000 m³/d**
- Maximum capacity (treated water) with respect to the guaranteed water quality: **3,000 m³/d**
- Maximum of water loss at design capacity: **5%** of the design capacity

The contractor guarantees that the Dam will meet the water quality guarantees with the following treatment capacity:

- Design Storage: **4.0 MCM**
- Reservoir filling duration: **at most 3 years if no major unforeseeable drought occurs**
- Maximum capacity with respect to the guaranteed water quantity: **3,000 m³/d**
- Maximum of spillway capacity: **290 Cumecs**

2. Guarantees concerning water quality

2.1. Guaranteed performance range

The guaranteed performances are valid within the range of raw water quality as defined hereafter.

Main parameters

<i>PARAMETER</i>	<i>RANGE</i>	<i>UNIT</i>
Turbidity		NTU
pH		
Total hardness as CaCO ₃		mg/l
Alkalinity to MO		mg/l
Iron (Fe)		mg/l
Manganese (Mn)		mg/l
Lead (Pb)		mg/l

Other parameters (to be completed by the bidder)

<i>PARAMETER</i>	<i>RANGE</i>	<i>UNIT</i>

2.2. Treated water quality

The contractor guarantees the quality of the treated water as defined in the table hereafter. The minimum quality shall comply with the "Drinking water" quality of the standard KS 05-459 and WHO standards as defined in the Employer's Requirements, Particular Technical Specifications.

SUBSTANCE OR CHARACTERISTIC	UNIT	GUARANTEED QUALITY
Turbidity	NTU, max	
Hardness as CaCO3	mg/l, max	
Aluminum as Al	mg/l, max	
Iron as Fe	mg/l, max	
Manganese as Mn	mg/l, max	
pH	Min and max	
Lead as Pb	mg/l, max	
Microorganism:	Total viable counts at 37°C/ml; max	
Coliforms	in 250 ml	
E. Coli	in 250 ml	
Staphilococcus aureus	in 250 ml	
Pseudomonas aeruginosa	Fluorescence in 250 ml	
Streptococcus		
Shigella	in 250 ml	
Salmonella	In 250 ml	

3. Guarantee concerning sludge treatment

Minimum dryness guaranteed for the dried sludge.....%

4. Guarantees concerning noise levels

4.1. In premises

The guaranteed maximum total value noise level in the equipment rooms is.....dB

The guaranteed values per octave band are:

FREQUENCY IN HZ	25	250	500	1000	2000	4000	8000
Log in dBA							

The guaranteed maximum noise level in the staff areas is.....dB

4.2. At the edge of the property

The guaranteed maximum noise level at the edge of the property is:

The guaranteed maximum noise level during the day.....dB

The guaranteed maximum noise level during intermediate periods.....dB

The guaranteed maximum noise level during the night.....dB

5. Guarantees concerning performance levels for particular structures

5.1. Clarification

Guaranteed maximum turbidity at the outlet of the clarification.....NTU

5.2. Filtration

Guaranteed maximum turbidity at the outlet of the filtration.....NTU

5.3. Final chlorination

Residual of chlorine at the outlet of the treated water reservoir:

The minimum guaranteed is..... mg/l

6. Guaranteed consumption

The Contractor guarantees the maximum consumption levels given in the table hereafter, accordingly to the following instructions:

Column 2: Formula used for the daily consumption

The contractor gives a formula for the calculation of the daily consumption of each parameter. The formula's form depends on the parameter, where "a" and "b" are constants defined by the Contractor for each parameter:

- Electricity: $kWh/d = a + b_1 \times (\text{Raw water NTU concentration}) \times \text{Inlet Flow Rate}$
- Alum, Lime, polymer: $kg/d = b_2 \times (\text{Raw water NTU concentration}) \times \text{Inlet Flow Rate}$
- Potassium Permanganate: $b_3 \times (\text{Raw water Mn concentration}) \times \text{Inlet Flow Rate}$
- Sodium Chloride: $kg/d = b_4 \times \text{Inlet Flow Rate}$

The form of the formulae can be adapted by the Contractor, if needed.

All the formulae shall be valid within the raw water quality range given in paragraph 2.1 (Guaranteed performance range) of the present document.

Column 3: average daily consumption

The Contractor indicates the consumption for each parameter, based on the formulae of the column 2 and the following data:

- Inlet Flow Rate: 3,000 m³/d
- Turbidity: 8 NTU
- Mn: 0.15 mg/l
- Total Hardness: 28 mg/l of CaCO₃
- Alkalinity to Methyl-Orange: 17 mg/l

Column 4: Yearly consumption

All yearly consumption, except Calcium Hypochlorite, shall be calculated on the base of 365 days and on the figures given in column 3.

The yearly Calcium Hypochlorite consumption shall be composed of:

- 12 days of shock chlorination (quantity to be defined by the Contractor)
- 8 days of back up of the usual disinfection (at 2 g of chlorine/m³).

The electricity consumption shall be broken down per treatment unit as indicated in the table.

Table of Guaranteed consumption

1 - CONSUMABLES	2 - FORMULA USED TO CALCULATE THE DAILY CONSUMPTION	3 - AVERAGE DAILY CONSUMPTION	4 - YEARLY CONSUMPTION (*)
Electricity, kWh			
- inlet works			
- coagulation-flocculation-sedimentation			
- filtering, including backwash			
- UV disinfection			
- electrochlorination			
- chemicals preparation and dosing			
- sludge handling			
- building services			
- any other demand			
Potassium permanganate, t			
Alum, t			
Polyelectrolyte, t			
Lime, t			
Sodium chloride, t			
Calcium hypochlorite, t			

(*) the results of the column 4 shall be carried to the Price Schedule, Appendix III (Operation Costs)

7. Guarantees concerning working life

The Contractor guarantees the following values for the working life of the equipment.

TYPE OF GUARANTEE	DURATION OF GUARANTEE
Water retaining structures/or Dam Wall	
Protection of metal surfaces	
Paintwork	
Dam Intake Structure	
Dam Spillway	

The Contractor guarantees the following service life classes and corresponding service life hours in accordance BS EN 12255:

EQUIPMENT TYPE	GUARANTEED SERVICE LIFE CLASS	GUARANTEED SERVICE LIFE (HOURS)
Rotating axis mounted on ball bearings, intermediate bearings and gears		
Lifting equipment		
Electrical motors		
Mixers		

MAKAMINI DAM PHASE 1

PART 1
BIDDING PROCEDURES

SECTION IV
BIDDING FORMS

TECH K

BID DESIGN

BID DESIGN

The Bidder shall make provision for a detailed design report in his bid. The design report shall give details and justifications for the proposed Dam and water treatment process, hydrological analysis, structural design, foundation methods and overall layout. The Bid detailed Design shall at least include:

- Description and justification of design criteria and assumptions,
- Description of standards and codes of practice used for calculations,
- Detailed and clearly explained design calculations,
- Detailed description of proposed facilities,
- Detailed explanation on the provision of extension,
- Characteristics of main mechanical and electrical equipment items, preferably as tables or schedules,
- Description of telemetry systems,
- Description of measures taken to ensure the reliable operation of the plant,
- Description of the performances under various operating conditions,
- Description and design calculations of structural design,
- Description and design calculations of foundation methods,
- Description of building services,
- Description of architecture and landscaping,
- Description of work methods to be used in the implementation,
- Description of the nature and estimate of the quantities of consumables and spare parts for maintenance and expected renewal or large overhaul periods for equipment. The assumptions shall be sustained by an operation and maintenance plan based on maintenance manuals indicating required periodic maintenance. The estimated operation and maintenance costs shall be supported by certified yearly reports from similar plants indicating costs for operation, maintenance and renewal.

The Bidder shall include drawings with sufficient detail for the easy understanding of the proposed works.

The Bidder shall also include a plan showing his proposed lay-out for Temporary installation and works.

The Bidder shall also include a provision for an ESIA report and a RAP report.

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TECH L

TECHNICAL ASSISTANCE METHOD STATEMENT

TECHNICAL ASSISTANCE METHOD STATEMENT-NOT REQUIRED

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BIDDING PROCEDURES

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TECH M

PROPOSED PROGRAMME OF WORKS

PROPOSED PROGRAMME OF WORKS

The Bidder shall here insert a separate memorandum with charts showing details of his proposed programme, from the Commencement Date, in respect to elapsed time in months for all significant operations, periods and milestones. Details should include but not necessarily be limited to:

- Preparation of Final Detailed Design report;
- Preparation of Final ESIA report;
- Preparation of Final RAP report;
- Periods for design and Engineer's approval
- Periods for investigations and surveys;
- Period required for mobilisation after receipt of the Notice of Commencement Date;
- The portions of the Site required from time to time;
- Periods required for establishing Contractor's office, workshops and the Engineer's office and laboratory, as appropriate;
- Periods of occupation of Contractor's site areas;
- Relationship and timing of each operation to other operations within the Contract;
- Division into sections and the section-wise taking over by the Employer;
- Trial operation period
- Commissioning test
- Delivery to Site and installation of Plant and Materials;
- Test on completion;
- Clearance of Site and demobilisation.

The proposed programme shall be based on the requirements given in the Employer's Requirements.

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TECH N

BIDDER'S PROPOSED STAFF ORGANISATION CHART

BIDDER'S STAFF ORGANISATION CHART

The Bidder is requested to illustrate his organisation for the project, comprising Site staff, design staff, home office back-up, support staff etc. (including Subcontractors) and to draw a comprehensive Organisation Chart showing the individual functions, name of person assigned as responsible, and name(s) of other persons assigned to that function.

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TECH O

FORM FOR CVs OF KEY STAFF

CVs OF KEY STAFF

The Bidder is requested to provide CVs of key staff, using the following form

Form: Curriculum Vitae (CV) for Proposed Key Staff

1. **Proposed Position** *[only one candidate shall be nominated for each position]:* _____
2. **Name of Firm** *[Insert name of firm proposing the staff]:* _____
3. **Name of Staff** *[Insert full name]:* _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____
6. **Membership of Professional Associations:** _____
7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* _____
8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* _____
9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* _____
10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*
 From [Year]: ____ To [Year]: _____
 Employer: _____
 Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
----------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff] Date: _____
Day/Month/Year

Full name of authorized representative: _____

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TECH P

BIDDER'S EQUIPMENT

Form – Contractor's 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.

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

Omit the following information for equipment owned by the Bidder.

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

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TECH Q

PROPOSED SUB-CONTRACTORS

PROPOSED SUBCONTRACTORS

Where the Bidder intends to use Subcontractors for critical components of the works or for work contents in excess of 10% of the value of the whole works, the Bidder shall enter in this Schedule a list of major items and approximate percentage of the works for which he proposes to use Subcontractors, together with the name, address and place of registration of the proposed Subcontractors:

Element of Work to be Subcontracted	Item Ref. to Price Schedules	Percentage of Works	Name, Address and Place of Registration of Subcontractor

The Bidder shall also enter a statement of similar works previously executed by the proposed Subcontractors, including description, location and value of work, year completed and name and address of the Employer/Engineer. Notwithstanding such information the Bidder, if awarded the Contract, shall remain entirely and solely responsible for the satisfactory completion of the Works.

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TECH R

BIDDER'S QA/QC SYSTEM

BIDDER'S QA/QC SYSTEM

The Bidder shall submit an outline of his proposed Quality Assurance System, including a brief description indicating (i) the structure of the Plan; (ii) the quality control organisation; (iii) the quality control procedures of all critical activities; and (iv) details of any certification or accreditation.

The Bidder shall state whether the Plan will be based on one previously developed and used on other projects, or whether it will be prepared specifically for this Contract.

The information shall also include activities of Subcontractors and suppliers, where applicable.

All costs related to the above elements shall be included by the Bidder in the appropriate item in the Price Schedule.

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TECH S

ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN

ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN (ESMP)

In order to address potential environmental impacts associated with the construction of the Works as outlined in the Bid documents, the Bidder shall submit an outline of his proposed ESMP.

The ESMP shall include, but should not necessarily be limited, to the following:

- Solid waste disposal of all construction material and disposal sites for excess and waste materials in an environmentally safe manner; the material should be recycled to the extent possible and where this is not possible, it should be disposed of away from the Site in a suitable landfill;
- Liquid waste management related to potential spills of combustibles and chemicals used during the construction in an environmentally safe manner away from the Site;
- Minimise equipment impacts related to the use of heavy machinery in relation to human health and the general environment. This includes minimising potential damage on the vegetation, noise emissions, dust and accidental spills of combustibles which may lead to the contamination of potable water;
- Dust and Noise: the bidder shall describe the method of protection or reduction against noise and dust during the construction period.
- Water source and water quality: the bidder shall define the origin of water that shall be used for the need of the staff. He shall describe the method for the monitoring of the water quality and the corrective measures in case of bad results.
- Sanitary waste disposal for all human waste at the offices and construction camp in an environmentally safe manner (e.g., chemical latrines);
- Quarries and borrow pits, the Bidder shall describe from where he will extract the materials and which measures he will take in order to minimize the environmental impact during and after the construction period.
- Company's environmental policy, including any details of certification or accreditation
- Company's Cooperative Social Responsibility policy, including any details of certification or accreditation
- Labour and social issues: the bidder shall describe his staff managing to comply with the labour and social regulation applicable in Kenya and with international standards including the fundamental conventions of the International Labour Organisation (ILO).

Once the successful Bidder is selected, he shall as Contractor meet the requirements of the relevant environmental authorities and obtain the required approvals.

All costs related to the above elements shall be included by the Bidder in the appropriate item in the Price Schedule.

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TECH T

MANUFACTURER'S BROCHURES AND DOCUMENTATION

MANUFACTURER'S BROCHURES AND DOCUMENTATION

The Bidder may provide manufacturer's brochures and documentation relating to the project.

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TECH U
BIDDER'S QUALIFICATION FORMS

Form ELI-1: Bidder Information Sheet

Each Bidder must fill in this form.

Bidder's legal name	
In case of JV or other association, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p style="text-align: center;">Attached are copies of the following original documents.</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 5. <input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITB 21.2 and 21.3. <input type="checkbox"/> 3. In case of JV or other association, letter of intent to form JV or other association or JV/association agreement, in accordance with ITB 5.2. <input type="checkbox"/> 4. Government-Owned Enterprise Certification Form [ELI-3] 	

Form ELI-2: JV/Association/Sub-Contractor Information Sheet

Each member of a JV/Association making up a Bidder and each known subcontractor must fill in this form.

JV /association/subcontractor Information	
Bidder's legal name	
JV Partner's or Subcontractor's legal name	
JV Partner's or Subcontractor's country of constitution	
JV Partner's or Subcontractor's year of constitution	
JV Partner's or Subcontractor's legal address in country of constitution	
JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
<p style="text-align: center;">Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 5.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 21.2 and 21.3.</p> <p><input type="checkbox"/> 3. Government-Owned Enterprise Certification Form [ELI-3].</p>	

Form CON-1 Historical Contract Non-Performance, Pending Litigation and Litigation History

The following table shall be filled in for the Bidder and for each member of a joint venture or other association that is a party to the Bidder.

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

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

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

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

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur in the last five (5) years specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed in the last five (5) years specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and KES equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), KES Equivalent (exchange rate)

		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

- No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.
- Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	

FIN-1: Financial Situation and Performance

Each Bidder or member of a JV/Association making up a Bidder must fill in this form.

Bidder's Name: _____

Date: _____

JV Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

1. Financial data

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

*Refer to ITB 15 for the exchange rate

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 (KES equivalent)
1		
2		
3		

3. Financial documents

The Bidder and its parties shall provide copies of financial statements for **last five (5) years** pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member , and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹² for the **last five (5) years** required above; and complying with the requirements

¹² 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.

FIN-2: Average Annual Turnover

Each Bidder or member of a JV/Association making up a Bidder must fill in these forms.

Annual Turnover Data for the Last 5 Years (Construction only)			
Year	Amount Currency	Exchange Rate	Kshs Equivalent
Average Annual Construction Turnover			

The information supplied should be the annual construction turnover of the Bidder or each member of a JV/Association making up a Bidder in terms of the amounts billed to clients for each year for work in progress or completed, converted to Kshs at the rate of exchange at the end of the period reported.

Annual Turnover Data for the Last 5 Years (Design only)			
Year	Amount Currency	Exchange Rate	Kshs Equivalent
Average Annual Design Turnover			

The information supplied should be the annual design turnover of the Bidder or each member of a JV/Association making up a Bidder in terms of the amounts billed to clients for each year for work in progress or completed, converted to Kshs at the rate of exchange at the end of the period reported.

FIN-3: Financial Resources

Each Bidder or member of a JV/Association making up a Bidder must fill in this form, specifying proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject Contract or contracts as indicated in **Section III, Bid Review, Evaluation Criteria and Bidder Qualification Requirements.**

No.	Source of Financing	Amount (Kshs equivalent)
1		
2		
3		
4		

FIN-4: Current Contract Commitments / Works in Progress

Each Bidder and each member of a JV/Association making up a Bidder 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 Kshs equivalent)	Estimated completion date	Average monthly invoicing over last six months (Kshs/month)

Form EXP-1: General Design Experience

Each Bidder or member of a JV/Association making up a Bidder must fill in this form.

General Design Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Designs Executed by the Bidder/Member of a JV/Association making up the Bidder	Role of Bidder/Member of a JV/Association making up the Bidder

Form EXP-2: General Construction Experience

Each Bidder or member of a JV/Association making up a Bidder must fill in this form.

General Construction Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder/Member of a JV/Association making up the Bidder	Role of Bidder/Member of a JV/Association making up the Bidder

Form EXP-3: Similar Design Experience

Fill in one (1) form per contract.

Contract of Similar Size and Nature		
Contract No of	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Designer <input type="checkbox"/> Subcontractor	
Total Contract Amount	Kshs	
If a member of a joint venture or other consortium making up the Bidder or a subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Sub-Factor 2.4.3 of Section III		

Form EXP-4: Similar Construction Experience

Fill in one (1) form per contract.

Contract of Similar Size and Nature		
Contract No of	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor
Total Contract Amount	Kshs	
If member of a JV or other association, or a subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the similarity in accordance with Sub-Factor 2.4.4 of Section III		

Form EXP-5: Specific Design Experience in Key Activities

Fill in one (1) form per contract.

Contract with Specific Key Activities		
Contract No of	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	Kshs	
If member of a JV or other association, or a subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone Number Fax Number E-mail		
Description of the key activities in accordance with Sub-Factor 2.4.5 of Section III		

Form EXP-6: Specific Construction Experience in Key Activities

Fill in one (1) form per contract.

Contract with Specific Key Activities		
Contract No of	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	Kshs	
If member of a JV or other association, or a subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone Number Fax Number E-mail		
Description of the key activities in accordance with Sub-Factor 2.4.6 of Section III		

Form EXP-7: Environmental and Social (E&S) Management Experience

Each Bidder or member of a JV/Association making up a Bidder must fill in this form.

Starting Month Year	Ending Month Year	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder, the Types of E&S Impacts Encountered, and Mitigation Measures Implemented	Role of Bidder (i.e. primary contractor or sub-contractor responsible for E&S issues)

Form EXP-8: Health and Safety (H&S) Management Experience

Each Bidder or member of a JV/Association making up a Bidder must fill in this form.

Starting Month Year	Ending Month Year	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder and H&S Measures Implemented	Role of Bidder (i.e. primary contractor or sub-contractor responsible for H&S issues)

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TECH V
STATUTORY REQUIREMENTS

Copies of Statutory Documents

Bidders should attach the following Mandatory Statutory documents:

- V1 – Certificate of registration/incorporation
- V2 – Ensure the firm is e-Citizen linked
- V3 – Valid Tax Compliance Certificate
- V4 – PIN & VAT Certificate
- V5 – National Construction Authority Certificate – NCA 2 and above in Water works
- V6 – Local Business Permit
- V7 – Anti-Corruption Declaration Commitment/Pledge

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PART 3

CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI

GENERAL CONDITIONS (GC)

SECTION VII

PARTICULAR CONDITIONS (PC)

SECTION VIII

CONTRACT FORMS

Section VI General Conditions of Contract

GENERAL CONDITIONS OF CONTRACT¹³

The Conditions of Contract, Part 1: General Conditions shall be those forming the General Conditions of the “Conditions of Contract for Plant and Design-Build,” First Edition, 1999, as prepared by the Fédération Internationale des Ingénieurs-Conseils (“FIDIC”). These General Conditions are subject to the variations and additions set out in the section of this Contract entitled “Particular Conditions of Contract.”

¹³ The General Conditions of Contract that shall be used with this Standard Bidding Document are the Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Plant, and for Building and Engineering Works Designed by the Contractor, prepared and copyrighted by the International Federation of Consulting Engineers (*Fédération Internationale des Ingénieurs-Conseils*, or “FIDIC”), First Edition 1999. This publication is exclusive for the use of MCC and MCA Entities as provided under a License Agreement between the Millennium Challenge Corporation (“MCC”) and FIDIC, and, consequently, no part of this publication may be reproduced, translated, adapted, stored in a retrieval system or communicated, in any form or by any means, whether mechanical, electronic, magnetic, photocopying, recording or otherwise, without prior permission in writing from FIDIC, except by MCC and the Employer and only then for the exclusive purpose of providing the terms of contract to qualified Bidders preparing Bids in respect to this Bidding Document. Copies of these FIDIC Conditions of Contract for Construction can be obtained from the Employer.

Section VII Particular Conditions (PC)

The following Particular Conditions of Contract (“PCs”), shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the Particular Conditions of Contract shall prevail over the General Conditions of Contract.

1. General Provisions
<p>Amend Subpara. 1.1.1.1 (“Contract”) by adding the following at the end:</p> <p>“The words ‘Agreement’ and ‘Contract’ are used interchangeably.”</p> <p>Amend Subpara. 1.1.1.8 (“Tender”) by adding the following at the end:</p> <p>“The word ‘tender’ is synonymous with ‘Bid,’ and the words ‘Letter of Tender’ with ‘Letter of Bid’, and the words ‘Appendix to Tender’ with ‘Appendix to Bid,’ and the words ‘tender documents’ with ‘Bidding Documents.’”</p>
<p>Amend Subpara. 1.1.3.6 (“Tests after Completion”) by replacing “provisions of the Particular Conditions” with “Employer’s Requirements.”</p>
<p>Amend Subpara. 1.1.3.7 (“Defects Notification Period”) by inserting the following after the reference to Sub-Clause 11.1:</p> <p>“which extends over twelve months except as otherwise stated in the Appendix to Bid”.</p>
<p>Amend Sub-Clause 1.2 by adding the following after item (d):</p> <p>“(e) “labour” and “labor” are synonymous.”</p>
<p>Amend Sub-Clause 4.1 by adding the following at the end:</p> <p>“The Contractor and its Subcontractors and suppliers, including their respective affiliates, shall at all times during the term of the Contract be an Eligible Entity.</p> <p>“All Equipment, Materials, Plant and any services to be incorporated in or required for the Works shall have an Eligible Entity as their origin and, at the Employer’s request, the Contractor shall provide evidence of such origin.</p> <p>“For the purpose of this Sub-Clause 4.1, “origin” means the place where the Equipment, Materials or Plant have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics, purposes or utility from its underlying components. With respect to any services, the term “origin” means the place from which the services are provided.”</p>
<p>Amend Sub-Clause 7.7 by replacing Subparas. (a) and (b) with the following:</p>

“(a) when it is incorporated in the Works;

(b) when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.10 [*Payment for Plant and Materials in Event of Suspension*].”

Amend Sub-Clause 8.1 by inserting the following at the end:

“Failure of the Contractor to mobilize all Contractor’s Equipment and Contractor’s Personnel to the Site as set out in the programme approved in accordance with Sub-Clause 8.3 [*Programme*] shall result in an obligation on the part of the Contractor to increase the Performance Security by an amount equal to two percent of the Contract Price (as estimated at that time).”

Amend Sub-Clause 8.3 by inserting the following at the end:

“Failure of the Contractor to submit a revised programme to the Engineer within 28 days of receiving notice from the Engineer in accordance with this Sub-Clause shall result in an obligation on the part of the Contractor to increase the Performance Security by an amount equal to two percent of the Contract Price (as estimated at that time).

“In the event the Contractor submits a revised programme and the Engineer gives notice to the Contractor stating the extent to which such revised programme does not comply with the Contract, all in accordance with this Sub-Clause, and the Contractor fails to submit a further revised programme to the Engineer within 14 days of receiving such notice from the Engineer, the Contractor shall be obligated to increase the Performance Security by an amount equal to two percent of the Contract Price (as estimated at that time).”

Amend Sub-Clause 11.3 by inserting the following at the end of the first sentence of the first paragraph:

“attributable to the Contractor.”

Section VIII Contract Forms

Table of Forms

- **Notification of Award**
- **Contract Agreement**
- **Performance Security**
- **Advance Payment Security**
- **Retention Money Security**

Notification of Award

Letter of Acceptance

[letterhead paper of the Employer]

[date]

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

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [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 within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section X, Contract Forms, of the Bidding Documents

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter “the Employer”), of the one part, and _____ of _____ (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as _____ 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.
 - (i) the Letter of Acceptance
 - (ii) the Letter of Bid
 - (iii) the addenda Nos _____ (if any)
 - (iv) the Particular Conditions
 - (v) the General Conditions;
 - (vi) the Employer’s Requirements and
 - (vii) the Drawings; and
 - (viii) the completed Schedules and any other documents 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 _____ on the day, month and year specified above.

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

Performance Security

Demand Guarantee

Beneficiary: _____

Date: _____

PERFORMANCE GUARANTEE No.: _____

Guarantor: _____

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

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

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

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

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

Performance Bond – Not Applicable

By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Obligee (hereinafter called “the Employer”) in the amount of _____, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the 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 _____ 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

Advance Payment Security

Demand Guarantee

Beneficiary: _____

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

Guarantor: _____

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (_____) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) ¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

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

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

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to

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.*

above has been credited to the Applicant on its account number _____ at _____.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ___ day of _____, 2____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date..

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

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

Retention Money Security

Demand Guarantee

_____ [Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [Insert name and Address of Employer]

Date: _____ [Insert date of issue]

RETENTION MONEY GUARANTEE No.: [Insert guarantee reference number]

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

We have been informed that _____ [insert name of 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 _____ with the Beneficiary, for the execution of _____ [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [insert amount in figures] (_____) [amount in words]¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the

¹ The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.

Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number _____ at _____ *[insert name and address of Applicant's bank]*.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

² Insert the same expiry date as set forth in the performance security, representing the date twenty-eight days after the completion date described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."