



Employer: Coast Water Works Development Agency (CWWDA)

Project Name: Water and Sanitation Development Project (WSDP)

Credit No: IDA 6030-KE

Contract Name: Mombasa Water Distribution Works for North Mainland (Short Term Works) Lot 1A

Contract/Bid No: KE-CWSB-150896-CW-RFB

BIDDING DOCUMENT

VOLUME I of III

CONTENTS

INSTRUCTIONS TO BIDDERS AND BID DATA SHEET
EVALUATION AND QUALIFICATION CRITERIA
BIDDING FORMS
WORKS REQUIREMENTS
GENERAL CONDITIONS OF CONTRACT
PARTICULAR CONDITIONS OF CONTRACT
CONTRACT FORMS

ISSUED ON: 19th June, 2020

Summary Description

These Bidding Documents Consists of three (3) Volumes:

- i) **Volume I** - Instructions to Bidders, Bid Data Sheet, Evaluation and Qualification Criteria, Bidding Forms, Bills of Quantities, Works Requirements, Conditions of Contract and Contract Forms
- ii) **Volume II** - General and Particular Specifications and Standard Reference Numbers
- iii) **Volume III** - Engineering Drawings

SBD for Procurement of Small Works

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

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

Section II. Bid Data Sheet (BDS)

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

Section III. Evaluation and Qualification Criteria

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

Section IV. Bidding Forms

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

Section V. Eligible Countries

This Section contains information regarding eligible countries.

Section VI. Bank Policy – Corrupt and Fraudulent Practices

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

PART 2 – WORKS REQUIREMENTS

Section VII. Works Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured. The Works Requirements shall also include (ES) requirements (including requirements relating to Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)) which are to be satisfied by the Contractor in executing the Works.

PART 3 – *CONDITIONS OF CONTRACT AND CONTRACT FORMS*

Section VIII. General Conditions of Contract (GCC)

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

Section IX. Particular Conditions of Contract (PCC)

This Section consists of the Particular Conditions of Contract which contains provisions specific to each contract. The contents of this Section modify or supplement the General Conditions and shall be prepared by the Employer.

Section X. Contract Forms

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

Bidding Document

Table of Contents

| | |
|---|------------|
| PART 1 – Bidding Procedures..... | 1 |
| Section 1 - Instructions to Bidders | 2 |
| Section II - Bid Data Sheet (BDS) | 27 |
| Section III - Evaluation and Qualification Criteria | 34 |
| Section IV - Bidding Forms..... | 52 |
| Section V - Eligible Countries | 115 |
| PART 2 – Works Requirements | 109 |
| Section VII - Works Requirements | 110 |
| PART 3 – Conditions of Contract and Contract Forms | 119 |
| Section VIII. General Conditions of Contract | 120 |
| Section IX. Particular Conditions of Contract..... | 163 |
| Section X - Contract Forms | 167 |

PART 1 – Bidding Procedures

Section 1 - Instructions to Bidders

Table of Clauses

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

| | | |
|-----------|--|-----------|
| 27. | Clarification of Bids | 19 |
| 28. | Deviations, Reservations, and Omissions | 20 |
| 29. | Determination of Responsiveness | 20 |
| 30. | Nonconformities, Errors, and Omissions | 21 |
| 31. | Correction of Arithmetical Errors | 21 |
| 32. | Conversion to Single Currency | 22 |
| 33. | Margin of Preference | 22 |
| 34. | Subcontractors | 22 |
| 35. | Evaluation of Bids | 22 |
| 36. | Comparison of Bids | 23 |
| 37. | Qualification of the Bidder | 23 |
| 38. | Employer’s Right to Accept Any Bid, and to Reject Any or All Bids..... | 24 |
| F. | Award of Contract..... | 24 |
| 39. | Award Criteria..... | 24 |
| 40. | Notification of Award..... | 24 |
| 41. | Signing of Contract..... | 26 |
| 42. | Performance Security..... | 26 |
| 43. | Adjudicator | 26 |

Section I - Instructions to Bidders

A. General

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

“**Sexual Exploitation**” is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

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

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

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

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

who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS**, there is no limit on the number of members in a JV.

- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - (f) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - (g) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation;
 - (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;
 - (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding

documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

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

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

B. Contents of Bidding Document

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

PART 1 Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI – Bank Policy-Corrupt and Fraudulent Practices

PART 2 Works Requirements

- Section VII - Works Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Particular Conditions of Contract (PCC)

Section X - Contract Forms

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.
- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. **If so specified in the BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 7.4 **If so specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

C. Preparation of Bids

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

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

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

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

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

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Letter of Bid and Schedules

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

13. Alternative Bids

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

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

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

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

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

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

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

**18. Period of
Validity of Bids**

- 18.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Employer in accordance with ITB 8. A bid that is not valid until the date specified **in the BDS**, or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the date of expiry of the bid validity, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for bid validity. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
 - (b) In the case of adjustable price contracts, no adjustment shall be made.
 - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security **as specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.
- 19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or

(d) another security **specified in the BDS.**

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

19.4 If a bid security or Bid Securing Declaration is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the Employer as non responsive.

19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the performance security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 42.

19.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security and if required in the BDS, the Environmental and Social (ES) Performance Security.

19.7 The bid security may be forfeited:

(a) if a Bidder withdraws its bid prior to the expiry date of the bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 41; or

(ii) furnish a performance security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 42.

19.8 The bid security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally-enforceable JV, at the time of bidding,

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

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

- (a) if a Bidder withdraws its bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder;, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 42;

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

20. Format and Signing of Bid

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

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

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

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

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

21.2 The inner and outer envelopes shall:

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

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

22. Deadline for Submission of Bids

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

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

23. Late Bids

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

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding

substitution or modification of the bid must accompany the respective written notice. All notices must be:

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

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

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

25. Bid Opening

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

25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

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

and alternative bids; the presence or absence of a bid security, or Bid Securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. The Letter of Bid and the Bill of Quantities are to be initialed by representatives of the Employer attending bid opening in the manner **specified in the BDS**. The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).

25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

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

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

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

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the

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

27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

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

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

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

**29. Determination of
Responsiveness**

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

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

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

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

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

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

30. Nonconformities, Errors, and Omissions

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

30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive bids, the Employer shall use its best estimate.

31. Correction of Arithmetical Errors

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

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

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

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

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

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

- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment for nonconformities in accordance with ITB 30.3;
- (f) the additional evaluation factors are specified in Section III (Evaluation and Qualification Criteria);

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

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

35.5 If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced or, front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

36. Comparison of Bids

36.1 The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.

37. Qualification of the Bidder

37.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III. Evaluation and Qualification Criteria.

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.

37.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

- 38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**
- 38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 39. Award Criteria**
- 39.1 Subject to ITB 37.1, the Employer shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

- 40. Notification of Award**
- 40.1 Prior to the expiration of the bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted. At the same time, the Employer shall also notify all other Bidders of the results of the bidding, and shall publish in UNDB online the results identifying the bid and lot (contract) numbers and the following information:

- (i) name of each Bidder who submitted a Bid;
- (ii) bid prices as read out at Bid Opening;
- (iii) name and evaluated prices of each Bid that was evaluated;
- (iv) name of bidders whose bids were rejected and the reasons for their rejection; and
- (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

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

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

- 41. Signing of Contract**
- 41.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
- 41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 42. Performance Security**
- 42.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security and, if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with the conditions of contract, subject to ITB 35.5, using for that purpose the Performance Security and ESHS Performance Security Forms included in Section X. Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
- 43. Adjudicator**
- 43.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

Section II - Bid Data Sheet (BDS)

A. Introduction

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| ITB 1.1 | The number of the Invitation for Bids is: KE-CWSB-150896-CW-RFB The Employer is: Coast Water Works Development Agency (CWWDA) |
| ITB 1.1 | The name of the bidding process is: Mombasa Water Distribution Works for North Mainland (Short Term Works) Lot 1A The identification number of the bidding process is: KE-CWSB-150896-CW-RFB The number and identification of lots comprising this bidding process is: None |
| ITB 2.1 | The Borrower is: Government of Kenya (GoK) |
| ITB 2.1 | The name of the Project is: Water and Sanitation Development Project 6030- KE |
| ITB 2.1 | Loan or Financing Agreement amount: US\$ 300 Million |
| ITB 4.1 | Maximum number of members in the JV shall be: N/A |
| ITB 4.4 | A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr . |

B. Bidding Documents

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| ITB 7.1 | For Clarification of Bid purposes only, the Employer's address is: Attention: Chief Executive Officer City: Mombasa Country: Kenya Telephone: +254-041-2315230 Electronic mail address: info@cwvda.go.ke or dkanui@gmail.com Requests for clarification should be received by the Employer no later than: 14 days prior to the deadline for Submission of Bids. |
| ITB 7.1 | Web page: www.cwvda.go.ke |

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| ITB 7.4 | A Pre-Bid meeting shall not take place. |
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C. Preparation of Bids

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| ITB 10.1 | <p>The language of the bid is: English</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is: English</p> |
| ITB 11.1 (b) | <p>The following schedules shall be submitted with the bid:</p> <ol style="list-style-type: none"> 1) <i>Bills of Quantities</i> 2) <i>Schedule of Sub-Contractors</i>, if any, including details of work for which the Sub-Contractor shall be employed, Value and % of Bid Price of Works sub-contracted and details of Sub-Contractor's experience in that field of work. 3) <i>Schedule of Projected Cash-Flow</i> – should be based on the outline Programme for execution of the whole of the Works. 4) <i>Schedule of Manufacturers</i> (Vendor List) for the following key materials/equipment: <ol style="list-style-type: none"> (i) Ferrous Pipes and Fittings (ii) HDPE Pressure Water Pipes (iii) Gate Valves and Air Valves (iv) Bulk Flow Meters (size 50mm and above) (v) Consumer Water Meters (size 15mm diameter) <p>For each item above the Bidder must provide detailed Technical Datasheets from the manufacturer and indicate the name of the manufacturer, Country of Origin, make of the item where applicable and the standard to which the item is manufactured (ISO/EN/BS/AWWA/DIN. etc).</p> |
| ITB 11.1 (h) | <p>The Bidder shall submit the following additional documents in its Bid:</p> <p>Code of Conduct for Contractor's Personnel (ES)</p> <p>The Bidder shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub- Clause 1 (ii) of the General Conditions of Contract), to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may</p> |

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| | <p>introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:</p> <ul style="list-style-type: none"> i) Sexual Exploitation and Abuse (SEA) prevention and response action plan ii) Traffic Management Plan to ensure safety of local communities from construction traffic; iii) Water Resource Protection Plan to prevent contamination of drinking water while working alongside existing active pipelines; iv) Community Engagement Plan to prevent child labour, child sexual abuse, community health and safety, etc. v) Safety Plan to ensure occupational and community health and safety; vi) Waste Management Plan for management of hazardous and non-hazardous wastes vii) Excessive noise, vibrations and air pollution; viii) Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit and identification of dump areas for surplus excavated material; ix) Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan. <p>The Contractor shall be required to submit for approval, and subsequently implement, the Contractor's Environment and Social Management Plan (C-ESMP), in accordance with the Particular Conditions of Contract Sub-Clause 16.2, that includes the agreed Management Strategies and Implementation Plans described above.</p> |
| ITB 13.1 | Alternative bids shall not be permitted. |
| ITB 13.2 | Alternative times for completion shall not be permitted. |
| ITB 13.4 | Alternative technical solutions shall be permitted for the following parts of the Works: None |
| ITB 14.5 | The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract. |
| ITB 15.1 | The prices shall be quoted by the bidder in: Kenya Shillings . A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "foreign |

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| | currency requirements”) and wishing to be paid accordingly, shall indicate up to three foreign currencies of their choice expressed as a percentage of the bid price, together with the exchange rates used in the calculations in the appropriate form(s) included in Section IV. Bidding Forms. |
| ITB 18.1 | The Bid shall be valid for 120 days i.e. until: 28th November, 2020 |
| ITB 18.3 (a) | The bid price shall be adjusted by the following factor(s): Not Applicable |
| ITB 19.1 | <p>A Bid Security shall be required valid 28 days beyond the validity period (26th December, 2020) and in form of unconditional on-demand bank guarantee issued by a reputable bank from an eligible Country.</p> <p>A Bid-Securing Declaration shall not be required.</p> <p>The amount and currency of the bid security shall be Kshs. 15,000,000 (Kenya Shillings Fifteen Million only).</p> |
| ITB 19.3 (d) | Other types of acceptable securities: None |
| ITB 20.1 | In addition to the original of the bid, the number of copies is: One (1) plus a soft copy on a flash disk. |
| ITB 20.2 | <p>(a) The written confirmation of authorization to sign on behalf of the Bidder shall consist of: The Notarized Power of Attorney (POA); No authorization to sign the bid on behalf of the Bidder is required if the signing person is the Managing Director, Chief Executive or Proprietor of the bidding firm. If, however, the signatory of the bid is a person holding a lesser position in the firm, submission of a written confirmation of authorization is mandatory.</p> <p>(b) In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 4.1(a), and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution</p> |

D. Submission and Opening of Bids

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| ITB 22.1 | Bidders shall not have the option of submitting their bids electronically. If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be: Not Applicable |
| ITB 22.1 | <p>For bid submission purposes only, the Employer's address is:</p> <p>Attention: Chief Executive Officer Floor/Room No: CEO's Boardroom</p> <p>City: Mikindani Street, Mombasa Country: Kenya</p> <p>The deadline for Bid submission is: Date: 31st July, 2020 Time: 12:00pm local time</p> <p>Bidders shall not have the option of submitting their Bids electronically.</p> |
| ITB 25.1 | <p>The bid opening shall take place at:</p> <p>Attention: Chief Executive Officer Street Address: Mikindani Street Off – Nkrumah Road, Floor/Room No: CEO's Boardroom City: Mombasa Country: Kenya Date: 31st July, 2020 Time: 12:05pm local time</p> |

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| ITB 25.3 | The Letter of Bid and Priced Bill of Quantities shall be initialed by <i>three</i> (3) representatives of the Employer conducting Bid opening. |
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E. Evaluation and Comparison of Bids

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| ITB 32.1 | Not applicable |
| ITB 33.1 | A margin of <i>shall not</i> apply. |
| ITB 34.1 | At this time the Employer does not intend to execute certain specific parts of the Works by sub-contractors selected in advance |
| ITB 34.3 | <p>a) Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: 20 % of the total contract amount.</p> <p>b) Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the works to be subcontracted along with complete details of the sub-contractors and their qualification and experience. The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be subcontracted failing which such sub-contractors will not be permitted to participate.</p> <p>c) Sub-contractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.</p> |

F. Award of Contract

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|-----------------|--|
| ITB 43.1 | <p>The Adjudicator proposed by the Employer is: Eng. Godwin Owino Odhiambo, P.O. Box 97319 – 80112, Mombasa.</p> <p>The hourly fee for this proposed Adjudicator shall be: Kshs. 10,000/-</p> <p>The biographical data of the proposed Adjudicator is as follows: Nationality: Kenya Age: 48 years Present Position: Contract/Claims Expert Education:</p> <ul style="list-style-type: none"> • BSc. (Hons), Civil Engineering, University of Nairobi, 1999. • Certificate, Project Management, International Law Institute (ILI), Washington DC, USA |
|-----------------|--|

| | |
|--|---|
| | <ul style="list-style-type: none">• Certificate, Advance Arbitration and Mediation, International Law Institute (ILI), Washington DC, USA• Certificate, Procurement of Goods and Services, Seytem International, Canada• Certificate, FIDIC Conditions of Contract, Engineering Construction Ventures (ECV), UK• Certificate, European Conditions of Contract and Specifications, Moi University, Eldoret, Kenya.• Certificate, Construction Claims, FIDIC• Certificate, Negotiation of Legal Agreements for PPP Contracts (IP3, Washington DC)• Certificate, Result Based Project Management, Seytem International, Canada• Certificate, Construction Adjudication, CIARB London <p>Membership:</p> <ul style="list-style-type: none">• Registered Consulting Engineer, Engineers Board of Kenya (E.B.K) – Registration No. E343• Professional Engineer, Engineers Board of Kenya (E.B.K) – Registration No. A2393• Member of the Institution of Engineers of Kenya (IEK) – Member No.M3711• Member, Chartered Institute of Arbitrators (MCIARB). <p>Experience: (CV Attached)</p> |
|--|---|

Section III - Evaluation and Qualification Criteria

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

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

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

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

Table of Criteria

| | |
|--|-----------|
| 1. Margin of Preference..... | 36 |
| 2. Evaluation..... | 36 |
| 2.1 Adequacy of Technical Proposal | 36 |
| 2.2 Multiple Contracts | 36 |
| 2.3 Alternative Completion Times | 36 |
| 2.4 Technical Alternatives | 36 |
| 2.5 Specialized Subcontractors | 36 |
| 3. Qualification | 37 |
| 3.1 Eligibility..... | 36 |
| 3.2 Historical Contract Non Performance..... | 37 |
| 3.3 Financial Situation..... | 39 |
| 3.4 Experience..... | 41 |
| 3.5 Key Personnel..... | 45 |
| 3.6 Equipment..... | 46 |

1. Margin of Preference

No Margin of Preference for Domestic Bidders shall be applied.

2. Evaluation

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

2.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII (Works Requirements).

2.2 Multiple Contracts

Not Applicable.

2.3 Alternative Completion Times

Not Applicable.

2.4 Technical Alternatives

Not Applicable.

2.5 Specialized Subcontractors

Not Applicable.

3. Qualification

| 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 4.3 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| 1.2 | Conflict of Interest | No conflicts of interest in accordance with ITB 4.2 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Bid |
| 1.3 | Bank Eligibility | Not having been declared ineligible by the Bank, as described in ITB 4.4, 4.5, 4.6 and 4.7 | 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 4.5 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| 1.5 | United Nations resolution or Borrower's country law | Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.7 and Section V. | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, 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 ⁶ did not occur as a result of contractor default since <i>1st January 2015</i> | Must meet requirement ¹² | Must meet requirements | Must meet requirement ⁷ | N/A | Form CON-2 |
| 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 19.9. | 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 | N/A | Must meet requirement | N/A | Form CON – 2 |

⁶ 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.

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

| 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 | |
| 2.4 | Litigation History | No consistent history of court/arbitral award decisions against the Bidder ⁸ since 1st January 2015 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Form CON – 2 |
| 2.5 | Declaration: Environmental, Social, Health, and Safety (ESHS) past performance | Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for breach of environmental or social (including Sexual Exploitation and Abuse)) contractual obligations in the past five years. ⁹ | Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration. | N/A | Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration. | N/A | Form CON-3 ESHS Performance Declaration |

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

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

| 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. 150,000,000 (Kenya Shillings One Hundred and Fifty Million) or equivalent in a freely convertible currency for the subject contract(s) net of the Bidders other commitments</p> <p>(ii) The Bidder shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future</p> | Must meet requirement | Must meet requirement | Must meet at least 50% (Fifty Percent) of the requirement | Must meet at least 75% (Seventy Five Percent) of the requirement | Form FIN – 3.1, with attachments |
| | | | Must meet requirement | Must meet requirement | N/A | N/A | |

| 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 | |
| | | contract commitments. (iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last 5 years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability. | Must meet requirement | N/A | Must meet requirement | N/A | |
| 3.2 | Average Annual Construction Turnover | Minimum average annual construction turnover of Kshs. 1,300,000,000 (Kenya Shillings One Billion, Three Hundred Million) or equivalent in a freely convertible currency , calculated as total certified payments received for contracts in progress and/or completed within the last 5 years. | Must meet requirement | Must meet requirement | Must meet at least 50% (Fifty Percent) of the requirement | Must meet at least 75% (Seventy Five Percent) of the requirement | Form FIN – 3.2 |
| 4. Experience | | | | | | | |
| 4.1 (a) | General Construction Experience | Experience under construction contracts in the role of prime contractor, JV | Must meet requirement | N/A | Must meet requirement | N/A | Form EXP – 4.1 |

| 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 | |
| | | member, sub-contractor, or management contractor for at least the last 5 years, starting 1st January 2015 . | | | | | |
| 4.2 (a) | Specific Construction & Contract Management Experience | (i) A minimum number of similar ¹⁰ contracts specified below that have been satisfactorily and substantially ¹¹ completed as a prime contractor, joint venture member ¹² , management contractor or sub-contractor between 1st January 2015 and application submission deadline: (i) One (1) contract of minimum value Kshs. 800,000,000/= (Kenya Shillings Eight Hundred Million) . (ii) Two (2) contracts, each of minimum value Kshs. | Must meet requirement | Must meet requirement ¹³ | N/A | N/A | Form EXP 4.2(a) |

¹⁰ 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.

¹¹ Substantial completion shall be based on 80% or more works completed under the contract.

¹² 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.

¹³ 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 | |
| | | 400,000,000/= (Kenya Shillings Four Hundred Million). | | | | | |
| 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-contractor¹⁴ 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 completed¹⁵:</p> <p>Experience in Construction of Water Pipelines:</p> <p>At least one (1) Project involving Construction of Ferrous / HDPE / PPR / uPVC Water Supply Pipelines in highly built-up / congested Urban Areas within Kenya, sizes ranging from 32mm dia to 400mm</p> | Must meet requirements | Must meet requirements | N/A | Must meet the requirements | Form EXP – 4.2 (b) |

¹⁴ 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.

¹⁵ 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).

| 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 | |
| | | dia at a rate of at least 6km per month. <i>Note: Bidder to specify the Name of the Town / Urban Area in Kenya where previous Works were carried out.</i> | | | | | |
| 4.2 (c) | Specific Experience in managing ES aspects | For the contracts in 4.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2015 and Application submission deadline, experience in managing ES risks and impacts in the following aspects: i) Labour influx ii) Sexual Exploitation and Abuse (SEA) iii) Sexual Harrasment (SH) iv) Gender Based Voilence (GBV) v) ESMP | Must meet requirements | Must meet requirement | N/A | Must meet requirement | Form EXP – 4.2 (c) |

5 Key Personnel

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

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

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

Key Personnel

| No. | Position | Requirements / Qualifications | Total Work Similar Experience (years) | In Similar Works Experience (years) |
|-----|----------------------------------|---|---------------------------------------|-------------------------------------|
| 1. | Project Manager | BSc. Civil Engineering or equivalent Registered with Engineers Board of Kenya (EBK) or equivalent | 20 | 10 |
| 2. | Site Agent | BSc. Civil Engineering | 15 | 10 |
| 3. | Site Engineer | BSc. Civil Engineering | 12 | 8 |
| 4. | Engineering Surveyor - One (1Nr) | BSc. Surveying or Higher National Diploma or equivalent | 10 | 5 |
| 5. | Foremen -Two (2Nr) | Diploma in Civil Engineering / Building Construction or equivalent | 10 | 5 |
| 6. | Environmental Specialist | Degree in Environmental Science or related field Registered NEMA Lead Expert | 10 | 5 |
| 7. | Sociologist | Degree in Sociology / Community Development or equivalent | 10 | 5 |
| 8. | Health & Safety Specialist | First Degree and a Course in Occupation Health and Safety | 10 | 5 |

6 Equipment

The Bidder must demonstrate that it has access to the key equipment listed hereafter:

| No. | Equipment Type and Characteristics | Minimum Number Required |
|-----|---|-------------------------|
| 1 | Excavator – with 0.75m ³ Bucket & 1.5 Tonne Hammer | 3 |
| 2 | Back Hoe Excavators | 3 |
| 3 | 7 / 10 / 15 ton Tipper Lorries | 3 |
| 4 | Pick-Ups – 1 Ton | 1 |
| 5 | Plate Compactors | 3 |
| 6 | Compressors (5,000 l/min) | 3 |
| 7 | Total Station (for Surveying Works) | 2 |
| 8 | Portable De-Watering Pumps | 4 |
| 9 | Mechanical Pressure Testing Equipment (for Pipelines upto PN16) | 2 |
| 10 | Generator – 15 kVA | 1 |
| 11 | Concrete Mixers – capacity 0.3m ³ | 2 |
| 12 | Concrete Poker Vibrators (25mm – 45mm) | 2 |

The Bidder shall provide further details of proposed items of equipment using Form EQU in Section IV, Bidding Forms.

Section IV - Bidding Forms

Table of Forms

| | |
|--|-----------|
| Letter of Bid..... | 53 |
| Schedules | 56 |
| Bill of Quantities..... | 56 |
| Schedule(s) of Adjustment Data..... | 72 |
| Form of Bid Security (Bank Guarantee)..... | 73 |
| Technical Proposal..... | 75 |
| Technical Proposal Forms | 75 |
| Form PER -1 | 77 |
| Form PER-2: | 79 |
| Equipment | 81 |
| Site Organization | 82 |
| Method Statement | 83 |
| Mobilization Schedule | 84 |
| Construction Schedule | 85 |
| ES Management Strategies and Implementation Plans | 86 |
| Code of Conduct for Contractor’s Personnel (ES) Form | 87 |
| Bidder’s Qualification..... | 94 |
| Form ELI -1.1: Bidder Information Form..... | 95 |
| Form ELI -1.2: Information Form for JV Bidders | 96 |
| Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History..... | 97 |
| Form CON – 3:Environmental and Social..... | 100 |
| Form CCC: Current Contract Commitments / Works in Progress | 102 |
| Form FIN – 3.1: Financial Situation and Performance | 103 |
| Form FIN - 3.2: Average Annual Construction Turnover..... | 105 |
| Form FIN - 3.3: Financial Resources | 106 |
| Form EXP - 4.1: General Construction Experience | 107 |
| Form EXP - 4.2(a): Specific Construction and Contract Management Experience | 108 |
| Form EXP - 4.2(b): Construction Experience in Key Activities | 110 |
| Form EXP - 4.2(c): Specific Experience in Managing ES aspects | 113 |

Letter of Bid

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

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

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

ICB No.: **Not Applicable**

Invitation for Bid No.: KE-CWSB-150896-CW-RFB

Alternative No.: **Not Applicable**

To: The Chief Executive Officer,
Coast Water Works Development Agency,
P.O. Box 90417 – 80100,
Mombasa.

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)_____;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITB 4.6
- (d) We offer to execute in conformity with the Bidding Documents the following Works:
Mombasa Water Distribution Works for North Mainland (Short Term Works) Lot 1A;
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:

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

In case of multiple lots, total price of each lot *Not Applicable;*

In case of multiple lots, total price of all lots (sum of all lots) *Not Applicable;*

- (f) The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: *[Specify in detail each discount offered.]*
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*

- (g) Our bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;¹⁶
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: ***[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]***

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

¹⁶ Bidder to use as appropriate

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

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

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

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

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

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

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

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

Schedules

Preamble and Notes to Bill of Quantities & Bills of Quantities

The Bill of Quantities (BoQ) is annexed separately. The Schedule of the Bills of Quantities is given below:

| <u>Bill No.</u> | <u>Description</u> |
|-----------------|--|
| 1 | - Preliminaries and General |
| 2 | - Primary and Secondary Mains |
| 2.1 | - Line NM01 |
| 2.2 | - Line NM02 |
| 2.3 | - Line NM03 |
| 2.4 | - Line NM04a |
| 2.5 | - Line NM04b |
| 2.6 | - Line NM05 |
| 2.7 | - Line NM06 |
| 2.8 | - Line NM07 |
| 2.9 | - Line NM08 |
| 2.10 | - Line NM09 |
| 2.11 | - Line NM10 |
| 2.12 | - Line NM11 |
| 2.13 | - Line NM12 |
| 2.14 | - Line NM13 |
| 2.15 | - Line NM14 |
| 2.16 | - Line NM15a |
| 2.17 | - Line NM15b |
| 2.18 | - Line NM16 |
| 2.19 | - Line NM17 |
| 2.20 | - Line NM18 |
| 2.21 | - Line NM19 |
| 2.22 | - Line NM20 |
| 2.23 | - Line NM21 |
| 2.24 | - Line NM22 |
| 2.25 | - Line NM23 |
| 2.26 | - Line NM24 |
| 3 | - Tertiary and Service Mains |
| 3.1 | - New Tertiary and Service Mains |
| 3.2 | - Existing Tertiary Mains to be Replaced |
| 4 | - Consumer Connections |
| 4.1 | - New Consumer Connections |
| 4.2 | - Reinstatement of Existing Consumer Connections |
| 5 | - Bulk Water Meters |
| 6 | - Schedule of Dayworks |

PREAMBLE AND NOTES TO BILLS OF QUANTITIES

1. These Bills of Quantities form part of the Contract Documents and are to be read in conjunction with the Conditions of Contract, Standard and Special Specifications and Drawings. The Particular Specifications overrides any Clauses / General Specifications given in the Preamble.
2. Whenever reference is made to “The Engineer” or “The Engineer’s Representative” in the Bills of Quantities, it shall be construed to mean the person appointed by the Employer to act as the Project Manager or Engineer for the purposes of the Contract and named in the Contract Data, or other person appointed from time to time by the Employer and notified to the Contractor.
3. The quantities set forth in the Bills of Quantities represent the character of the work to be carried out. There is no guarantee to the Contractor that he will be required to carry out the quantities of work indicated under any one particular item or group of items in the Bills of Quantities. Though on the Contract as a whole, the quantities are intended to represent the overall value of the work to be carried out.
4. The prices and rates inserted in the Bills of Quantities will be used for valuing the work executed and the Engineer will measure the whole of the works executed in accordance with the Contract.
5. The prices and rates inserted in the Bills of Quantities are to be the full inclusive costs of the works described under the items, complete in place and in accordance with the Specifications and Drawings, including setting out of the works, including costs and expenses which may be required in and for the construction of the works described, together with any temporary works and installations which may be necessary and all general risks, liabilities and obligations set forth or implied in the Documents on which the Contract is based.
6. The brief description of the items given in the Bills of Quantities are purely for the purpose of identification and in no way modify or supersede the detailed descriptions given in the Conditions of Contract, Specifications or Drawings. When pricing items, reference is to be made to the Conditions of Contract, Standard Specifications, Drawings and Special Specification for the full directions and description of work and materials.
7. A price or rate is to be inserted, in ink, against each item in the Bills of Quantities, whether quantities are stated or not, and if the Bidder includes the cost of a particular item elsewhere in his rates or prices, he shall insert the word "nil" against both the rate and extension of that particular item. Should the Bidder omit to price an item, then it will be assumed that he has included the cost of the item elsewhere in his rates or prices.
8. No alteration shall be made to the Bills of Quantities and no extra item shall be inserted. The Bidder shall satisfy himself that the Contract Sum arrived at by pricing the quantities and items given is sufficient compensation for constructing and maintaining the whole of

the works in accordance with the Contract Documents.

9. For the purpose of payment by Interim Certificate of "Lump Sum" items the Engineer may assess the portion of the work completed on the "Lump Sum" item and allow for payment of the portion of the "Lump Sum" he deems fair and reasonable. The total of all portions allowed shall not exceed the "Lump Sum". All interim payments shall be subject to the retention stipulated in the Contract Documents.
10. During construction, the unit rate established for an item in one Bill of Quantities may be used as a basis for establishing a unit rate for similar work in another Bill of Quantities which contains no such item. No additional cost will be considered for such an eventuality.
11. The Contractor will be provided by the Employer with all that land occupied by the Permanent Works including the specified working width for pipe laying and other permanent construction works. The costs of compensation and entry upon land (if any) for the specified working width will be paid by the Employer. All other costs for temporary access to the works or additional working space shall be borne by the Contractor.
12. All costs related to strict adherence to all Health and Safety regulations stipulated in the National Legislation of Kenya as well acceptable international good practices for both temporary and permanent works pertaining to nature of the works under this Contract, shall be deemed included in the Contractor's rates.
13. It shall be the responsibility of the Contractor to arrange for the removal of, or alteration to existing services where necessitated by the Works. Costs incurred will be paid under relevant items in the Bills of Quantities.
14. Quantities for site clearance, stripping and spreading shall be based on plan area cleared or stripped.
15. The rates for excavation items shall be deemed to include inter alia for setting aside spoil for reuse in the Works or disposing to approved tips identified by the Contractor in liaison with the Local Authority and approved by the Engineer, except where otherwise provided for in the Bills of Quantities.
16. Generally, excavation items are based on volumes for structures and on linear measurements for certain pipelines. The work may be covered by one or more items. The rates shall include as appropriate for: -
 - a) Breaking through surfaces, handling different classes of material separately; excavation beyond the net plan area of the foundations, for safe working space and for battering or timbering etc.
 - b) Timbering
 - c) Dealing with water from any source whatsoever
 - d) Backfilling as specified
 - e) Disposal of surplus spoil

Measurement of volume of excavation for structures shall be calculated from the plan dimensions of the structure without allowance for working space.

The depth of excavation in pipe trenches will be measured from stripped ground level to the invert of the pipe. Measurement for other excavations will be to the size which is required to accommodate the permanent works. A Bidder shall accordingly allow in his prices for any amount of extra excavation, which may be necessary for safe working space to complete the work to the satisfaction of the Engineer.

Items are included for "Extra Over for Rock" on a volume basis and within the specified trench dimensions. The rates shall include for breaking out, mucking and disposal by method(s) approved by the Engineer and any other additional costs for other works or special methods adopted for excavation and disposal by the Contractor, encountered within measured excavation.

Different rock classifications are defined in the Specifications and have been billed separately. Rock shall be measured as a volume calculated from the thickness encountered within the plan area of a mass excavation, within the plan dimensions of a structure, or within the nominal width of a trench. The decision of the Engineer on the classification of rock encountered in excavation shall be final and binding. **Note: Any excavation of murrum in whatever form will be taken as common excavation.**

Timbering left in excavations shall only be measured for payment where it is specified or ordered by the Engineer.

17. Excavation by mechanical equipment may not be possible in some area due to restricted wayleaves, slopes/topographical features, ground water from whatsoever source, existing structures, drains, roads, trees, fences, walls, etc. The Contractor's rates for pipe trench excavation shall be deemed to cover mechanical and/or manual excavation. No claim for restricted space or double haulage will be entertained.

The Contractor shall indemnify the Employer against all claims for damage which in opinion of the Engineer may be caused by Excavation. This includes reinstatement of road surfaces, drains, fences, wall, culverts, etc., all in accordance to relevant authority.

18. When the site of any particular item of the Works has been sufficiently cleared of trees, undergrowth etc. and before any excavation or filling has been carried out, the Contractor shall carry out a survey under the Supervision of the Engineer's Representative to take, record and agree upon an adequate number of original ground levels. The data so obtained shall be used as a basis for the computation of excavation and filling and preparation of "As-Built" Drawings by the Contractor. If for whatever reason the Contractor commences excavation without taking levels, the Engineer's decision on the original ground levels to be used for computation will be final.
19. The volume of fill will be measured net to the finished levels as shown on drawings or as

amended by the Engineer.

20. METHOD RELATED CHARGES

- a) In order that the Contractor may cover his cost in executing specific portions of work, where those costs are not properly attributable to the quality of permanent works to be executed, he may cover such costs in the Bills of Quantities in accordance with the following provisions.
- b) For the purpose of these charges the following words and expressions shall have the meaning hereby assigned to them.
 - i. 'Method Related Charge' means the sum for an item inserted in the Bills of Quantities by a Bidder in accordance with paragraph 20 c).
 - ii. 'Time Related Charge' means a Method Related Charge for work the cost of which is to be considered as proportional to the length of time taken to execute the work.
 - iii. 'Fixed Charge' means a Method Related Charge which is not a Time Related Charge.
- c) A Bidder may insert in the Bills of Quantities, in the Bill provided, such items for Method Related Charges as he may decide to cover items of work relating to his intended method of executing the works, the costs of which are not to be considered as proportional to the quantities, rates and prices for the other items.
- d) Each item for a Method Related Charge inserted by the Bidder shall be fully described so as to define precisely the extent of work covered and to identify the constructional resources (plant, equipment, etc.) to be used and particular items of permanent or temporary works to which the items relate. The description shall include the type of charge (Time Related or Fixed) and in the case of a Time Related Charge, shall include also the expected duration, and the rate of charge.
- e) The insertion by a Bidder of an item for a Method Related Charge in the Bills of Quantities shall not bind him to adopt the method stated in the description of the item. However, in the case of a Time Related Charge, where the method is changed, a revised rate of charge shall be used taking account of the revised execution period to give the same total charge, had the original method, time and charge rate been adhered to.

If the charge is a Fixed Charge, then payment to the Contractor for such an item shall be in equal installments spread evenly throughout the duration of that part of the works which is the subject of the Fixed Charge.

- f) Method Related Charges shall not be admeasured but shall be deemed to be prices for the purpose of Clauses 36 of the Conditions of Contract and shall be paid in accordance with Clause 40.4 of the Conditions of Contract.
- g) In the event of the satisfactory execution of any part of the works which has been the subject of an item for a Method Related Charge using, whether in whole or in part, a method other than that described in the item, the Contractor shall nevertheless be entitled to payment of the Method Related Charge or the balance thereof, as the case may be, such instalments at such times and upon such events as may from time to time be agreed between the Engineer and the Contractor. In default of such agreement the Method Related Charge, or the balance then unpaid, shall be allowed to the Contractor by way of instalments in interim certificates at such times and upon such events as the Engineer shall decide.

The amount of Method Related Charge shall be neither increased nor decreased by reason of any change in method made by the Contractor, unless such change has been ordered by the Engineer, in which case the provisions of Clause 38 of the Conditions of Contract shall apply.

- 21. The rates for concrete shall include for fresh and hardened concrete tests prescribed in the Specifications including making and testing concrete cubes and forwarding the results to the Engineer. Testing to be carried out by a Test Laboratory approved by the Engineer. The Contactor shall maintain a written log of cubes prepared indicating date of testing and results achieved. The Contractor shall designate a qualified person for preparation and follow-up on cube tests in co-ordination with the Engineer / Engineer's Representative.
- 22. The rates for precast concrete paving shall include for all cutting, bedding, jointing and laying to falls.
- 23. The rates for precast concrete edging and kerbs shall include for formwork, concrete bed and backing, all cutting, jointing and laying.
- 24. All formwork must be cleaned and oiled prior to use. All exposed concrete edges shall have a 20 mm chamfer unless otherwise directed and costs deemed to be included in formwork rates. The formwork rates shall also be inclusive of all necessary box outs and cut outs for individual holes up to 1 square metre.

The rates for forming rebates in concrete walls etc. shall include for forming pockets for the fish tail fixing cleats where required.

Deductions from formwork quantities will be made for openings more than 1 square metre in area.

- 25. Formwork for upper surfaces inclined at 30 degrees or less to the horizontal is not measured and the cost of any such formwork used will be deemed to be included in the relevant concrete item rate.

26. Wrought formwork where specified will be measured to 150 mm below final ground levels.
27. Items required for Structural Joints and Construction Joints shown on drawings shall be paid for as per the rates in the Bills of Quantities; the rate for providing and fixing PVC water bar is deemed to be inclusive of all joints, overlaps, junctions, welding, etc. formwork not shown on drawings shall be deemed to be included in the unit rates for concrete work.
28. All rates and sums in the Bills of Quantities shall be in Kenya Shillings and Cents.
29. If possible a construction wayleave of up to 9m for the Transmission Mains and construction wayleave of up to 3m for Distribution Mains will generally be allowed. In the event the above mentioned wayleave widths are not available due to obstructions or restricted access, the Contractor will execute the works using suitable approved alternative methods. The costs for alternative methods are deemed to be covered by bid rates. No additional costs will be allowed.

Payment for site clearance will be based upon this width except that the Engineer reserves the right to restrict this width due to the presence of obstructions, roads, houses, footpaths, boundary walls, fences, trees and the like. Payment shall then be according to the actual area cleared. In case additional space is required this may be made available by the Contractor at his own cost.

No claim for additional space will be entertained by the Engineer. No claims for inconvenience and the like caused by obstruction will be entertained. The rates shall be deemed to include for reinstatement of fences, gates, etc.

30. All pipe diameters indicated in the Bills of Quantities and on Drawings are nominal. Fittings dimensions to suit size/type of pipes supplied by the Bidder and Bidder's rates are deemed to allow for this. No additional cost adjustment will be allowed.
31. Unless otherwise specified the method of measurement shall be in accordance with the Standard Method of Measurement of Civil Engineering Quantities (CESMM3) published by the Institution of Civil Engineers, London, 1991. In some cases variations to this method have been made to suit local practice. A Contractor shall be deemed to have priced the items accordingly and no claims relating to variation from the method of measurement stated in these documents shall be considered.
32. Items for buildings, electrical and mechanical works are not described using CESMM3 for clarity purposes.
33. All quantities have been measured in Metric Units.
34. Explanation of abbreviations used in the Bills of Quantities are as follows: -

| | | |
|------|---|-----------------|
| L.S. | - | Lump Sum |
| P.S. | - | Provisional Sum |
| P.C. | - | Prime Cost |
| E.O. | - | Extra Over |

| | | |
|----------------|---|----------------------------------|
| Avg. | - | Average |
| Max. | - | Maximum |
| Min. | - | Minimum |
| n.e. | - | Not Exceeding |
| Nr | - | Number |
| mm | - | Millimetre |
| m | - | Linear Metre |
| m ² | - | Square Metre |
| m ³ | - | Cubic Metre |
| Ha. | - | Hectare |
| Drg. | - | Drawing |
| Kg. | - | Kilogramme |
| H.T. | - | High Tensile |
| M.S. | - | Mild Steel |
| B.L. | - | Bitumen Lined |
| Dia. | - | Diameter |
| E.C. | - | Epoxy Coated |
| E.L. | - | Epoxy Lined |
| S & S | - | Socket & Spigot |
| C.L. | - | Cement-mortar Lined |
| C.I. | - | Cast Iron |
| D.I. | - | Ductile Iron |
| uPVC | - | Unplasticised Polyvinyl Chloride |
| G.I. | - | Galvanised Iron |
| G.M.S. | - | Galvanised Mild Steel |
| P.E.H. | - | Palothene |
| PE | - | Polyethylene |
| Hr. | - | Hour |
| FE/Fe | - | Ferrous |

35. The rates for metalwork shall include for bolts, nuts, washers and rag-bolts, fixing as specified or in accordance with the manufacturer's instructions and rectifying as specified any parts of the painted, coated or galvanised surface that may be damaged either before or after erection.

36. The rates for fixing penstocks and flap valves etc. shall include for bedding and grouting, testing for water tightness, greasing all working parts and leaving in good working order; where the item includes supply, the rates shall also include for supplying drawings for approval before manufacture is commenced.

37. Concrete Works

- a) Item : Concrete
Unit : m³ of each class

Concrete shall be measured by the cubic metre of each class calculated from the dimensions given on the drawings or as instructed by the Engineer.

No deduction shall be made in the measurement for:

- i) bolt holes, pockets, box outs and cast-in components provided that the volume of each is less than 0.15 cubic metres;
- ii) mortar beds, fillets, drip moulds, rebates, recesses, grooves, chamfers and the like of 100 mm total width or less;
- iii) reinforcement.

The rates for concrete shall include for the cost of:

- i) provision and transport of cement, aggregate and water;
 - ii) admixtures and workability agents including submission of details unless otherwise specified;
 - iii) batching, mixing, transporting, placing, compacting and curing;
 - iv) class UF1 finish;
 - v) laying to sloping surfaces not exceeding 15 degrees from the horizontal and laying to falls;
 - vi) formwork to blinding concrete;
 - vii) placing and compacting against excavated surfaces where required including any additional concrete to fill overbreak or working space;
 - viii) complying with all the requirements of the Specifications.
- b) Item : Blinding Concrete
- Unit : m³

Blinding concrete shall be measured by the cubic metre calculated as the product of the plan area of the foundation as shown on the drawings and the instructed thickness. No deduction shall be made for openings provided that the area of each is less than 0.5 square metres. Blinding concrete over hard material shall be measured as the volume used provided that the maximum thickness of 150 mm allowed for overbreak is not exceeded.

The rate for blinding concrete shall include for all costs itemised in Note 37(a) of this Preamble.

c) Item : No Fines Concrete

Unit : m³

No fines concrete shall be measured by the cubic metre calculated from the dimensions given on the drawings or as instructed by the Engineer.
The rate for no fines concrete shall include for all costs stated in Note 37(a) of this Preamble.

d) Item : Unformed Surface Finishes

Unit : m² of each class of finish

Unformed surface finishes shall be measured by the square metre from the dimensions given on the drawings or as instructed by the Engineer.

The rate for concrete in Notes 35(a), (b) and (c) shall include for class UF1 finish.

The rate for unformed surface finishes shall include for the cost of complying with Clause 410 of the Specification.

e) Item : Formwork for Formed Surface Finishes

Unit : m² of formwork for each class of finish for each range of inclinations

Except as stated below, formwork shall be measured by the square metre of formwork actually in contact with the finished face of the concrete. No deduction shall be made in the measurement for openings, pipes, ducts and the like, provided that the area of each is less than 0.50 square metres. Unless otherwise stated, if the volume or area of concrete has not been deducted when measuring the concrete in accordance with Notes 37(a), (b) and (c), formwork to form or box out the void shall not be measured.

Formwork less than 300 mm high to edges of slabs shall be measured by the linear metre in accordance with Note 37(f) of this Preamble.

Inclined formwork shall be measured in accordance with the following classifications:

- i) Horizontal: 85 to 90 degrees inclination from vertical
- ii) Sloping: 10 to 85 degrees inclination from vertical
- iii) Battered: 0 to 10 degrees inclination from vertical
- iv) Vertical: 0 degrees

- v) Sloping upper surfaces inclined at more than 15 degrees from the horizontal

Formwork required for blinding concrete, to form construction joints and shear keys for future concrete and other construction surfaces shall not be measured and the costs shall be included in the rates for other work.

Formwork to contraction and expansion joints shall be measured by the square metre on one face only. The rates shall include for the costs stated below and for forming recesses for sealant and channels for grout.

The rates for formwork shall include for the cost of submission of details, providing and transporting all materials for formwork and falsework, erection including provision of supports, fillets and chamfers 75 mm and less in width, bolts, ties, fixings, cutting to waste, drilling or notching the formwork for reinforcement where required, working around pipes, ducts, conduits and waterstops, temporary openings, cleaning, dressing, stripping, filling bolt holes and any remedial work and for complying with all the requirements of the Specifications.

- f) Item : Formwork to Edges of Slabs

Unit : m of each class of finish

Formwork less than 300mm high to edges of slabs shall be measured by the linear metre.

The rate shall include for the costs stated in Note 37 (e) of this Preamble.

- g) Item : Waterstops

Unit : m of each type

Waterstops shall be measured by the metre run of each type.

The rate for waterstops shall include for the provision, installation, jointing, any sealants required at the face of the concrete and for placing and compacting concrete around the waterstop.

- h) Item : Mortar

Unit : m²

Mortar used for bedding base plates and the like shall be measured by square metre as the area of the base plate at the specified nominal thickness of bedding. Mortar used in filling bolts pockets and the like shall not be measured separately and the costs shall be included in the rates for the bolts.

The rates for mortar shall include for the cost of providing and placing the mortar and of complying with all the requirements of the Specifications.

- i) Item : Admixture Workability and Hardening Agents
Unit : As specified in the Special Specification

Where required by the Special Specification admixtures, workability and hardening agents shall be measured and paid for in accordance with the Special Specification.

- j) Item : Reinforcement
Unit : Tonne of each type for each range of diameters

Reinforcement shall be measured separately for each of the following ranges:

- i) of diameter equal to or less than 16mm
ii) of diameter greater than 16mm

Steel fabric reinforcement shall be measured in accordance with Note 37(k) of this Preamble.

Steel (plain and deformed bars) reinforcement shall be measured by the tonne and shall be the calculated weight of the steel required including splice lengths shown on the drawings. No allowance shall be made in the measurement for rolling margins or cutting waste. The density of steel shall be taken as 7850 kilogrammes per cubic metre.

The rates for reinforcement shall include for cost of providing, cutting to length, splice lengths additional to those shown on the drawings, laps, bending, hooking, waste incurred by cutting, cleaning, spacer blocks, provision and fixing of chairs or other types of supports, welding, fixing the reinforcement in position including the provision of wire or other material for supporting and tying the reinforcement in place, being reinforcement aside temporarily and straightening, placing and compacting concrete around reinforcement and for complying with all the requirements of the Specifications.

- k) Item : Fabric Reinforcement
Unit : m² of each type

Steel fabric reinforcement shall be measured by the square metre and shall be the calculated area excluding any allowance for laps.

The rate for steel fabric reinforcement shall include for the costs stated in Note 37(j) of this Preamble.

Sewers, Drains and Pipelines

38. The rates for pipes, pipework and specials shall include for supply of all materials, setting of concrete blocks and hardwood wedges where specified, providing any temporary support that may be necessary, preparing ends of pipes for jointing and all labour in jointing, protection to detachable joints, cleaning pipelines and rectifying as specified any damage to surface coating. The rates shall also include for all cutting of pipes consequent upon structures, specials and fittings being constructed in the designated positions.
39. The rates for concrete surround, bed and haunching to pipes, concrete in anchor blocks to pipes, and to gully pots shall include for all formwork required and for any additional concrete the Contractor may place for his own convenience or by reason of the method of carrying out the work.
40. Pipes, Fittings and Valves – General Specifications are given in applicable International Standards referred to in the following SRNs:
 - a) uPVC pipes and fittings to SRN 300 Class ‘E’ (16 bar), or as specified
 - b) Steel pipes and fittings to SRN 210, SRN 212 and SRN 216
 - c) Ductile Iron (DI) pipes and fittings to SRN 202
 - d) Galvanised Iron (GI) pipes and fittings to SRN 203
 - e) Flexible joint spigot and socket precast concrete (PVC) pipes to SRN 409
Rigid joint spigot and socket pcc pipes to SRN 409
Ogee joint pcc pipes to SRN 407
 - f) All flanges to SRN 207, NP 16 or as specified
 - g) Gate valves to SRN 501, NP 16 or as specified
 - h) Double orifice air valves as specified
Single large orifice air valves as specified
Single small orifice air valves as specified
 - i) Fire hydrants to SRN 509
 - j) Butterfly valves to SRN 506, NP 16 as specified

- k) Ball float valves as specified
- l) All pipe, fittings and valve diameters indicated are nominal diameters
- m) Supply of pipes and fittings to include for cost of supply of all jointing materials like bolts, nuts, washers, gaskets, packings, jointing glue, etc.
- n) uPVC pipes to be supplied complete with compression joints
- o) Supply of C/L steel pipes to be with flange or push-in joints. If plain ended pipes are offered, one number coupling per length is to be included. Coupling is subject to approval by Project Manager
- p) Ductile Iron pipes to be with push-in type joints
- q) Galvanised Iron pipes to be with threaded coupling joints, or as specified
- r) Precast concrete ogee pipes to be complete with all jointing materials

Shop Drawings

41. Detailed shop drawings, in triplicate, to be provided for all items where ferrous pipework, fittings and any metalwork i.e. penstocks, ladders etc., are indicated to be installed as outlined in the bills of quantities and drawings. These drawings to be submitted well in advance of ordering of the above materials and the billed rates are deemed to include for provision of these drawings, samples where requested, and inspection where fabricated by the Engineer or his Representative.

Prime Cost Items

42. Attendance on nominated Sub-Contractors shall include for all or any of the following as appropriate - labour, materials and plant required for taking delivery, carting, storing, hoisting and builder's work entailed in fixing, erecting and installing as specified or in accordance with the manufacturer's instructions and all overheads and profits.
43. When, in the opinion of the Engineer, it is reasonable to expect the Contractor to price the attendance item it will be so included in the Bills of Quantities. In all other cases it will form the subject of a Provisional Sum to be expended on a Dayworks basis.
44. Profit shall include for establishment charges, profit and any other costs not included in the attendance item.
45. The rates for the supply of any mechanical and electrical equipment shall include for the submission of factory test results.
46. Definitions of Terms used in Bill of Quantities

- a) **‘Provide’** - shall mean all costs to cover purchase of materials in good condition, services for transaction with the supplier, supervision, transport to site of works all charges for rental, consumptions, overheads and profits throughout the Contract. It shall also include for all maintenance, insurance and handling and storage whenever applicable.
 - b) **‘Excavate for’** - shall mean handling of any material from its incumbent position intended for specified work shown in the drawings or directed by the Project Manager and backfilling and compacting part of material after laying of pipes or erection of structures, and cart away remaining to tips to be provided by the Contractor. The cost for this work shall include all survey, supervision, labour, tools, machinery, protection of work, pumping, insurances and overheads and profits.
 - c) **‘Laying’** - shall cover all work necessary for placing an object or material to true line and level specified in a drawing or as directed by the Engineer.
 - d) **‘Jointing’** - shall mean process of fixing specified material, pipes, fittings and specials together using appropriate tools, material, labour and machinery. It should cover for all work necessary to provide matching of opposite parts in size, shape and position indicated and clamps, seatings and holders to hold firmly.
 - e) **‘Testing’** - shall mean provision of all materials, apparatus, labour, machinery, charges for the media or chemical to be used and their transport, repair of object to be tested if required, re-testing, excavation of any part for visual inspection, erection of any type all until the object has been certified as having passed the required test satisfactorily.
 - f) **‘Install’** - shall include for all work requirements stipulated for "laying" and "jointing". It will cover all expenses for the provision of labour, materials, removal from stores, complete erection, installation, supervision, site testing and commissioning as per the Specifications.
47. The unit rates for the various items listed in the BOQ shall include, except insofar as it is otherwise provided under the Contract, all labour, construction equipment, materials, erection, maintenance, supervision, insurances etc. set forth or implied in the Contract. These are all deemed to include all allowances for waste or surplus of any kind, which are not subject to measurement.
48. The rates to be indicated in the Bills of Quantities shall be inclusive of all applicable Government duties and taxes except Value Added Tax (VAT). The VAT amount shall be added to the Overall Bills Total in the Grand Summary. The Grand Total from the Grand Summary (inclusive of VAT) shall be carried to the Letter of Bid.
49. The Employer’s portion (50%) of DAAB’s fees and expenses shall be covered by the contingencies.

Schedule of Payment Currencies

Forinsert name of Section of the Works

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

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

Schedule(s) of Adjustment Data – Not Applicable

Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

**Beneficiary: Coast Water Works Development Agency,
P.O. Box 90417 – 80107, Mombasa.**

Invitation for Bids No: KE-CWSB-150896-CW-RFB

Date: *[Insert date of issue]*

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

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

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of **Mombasa Water Distribution Works for North Mainland (Short Term Works) Lot 1A** under Invitation for Bids No. **KE-CWSB-150896-CW-RFB** ("the IFB").

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

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

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

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

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

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

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

[signature(s)]

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

Technical Proposal

Technical Proposal Forms

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

In addition to the above, the Bidder shall submit with its bid the following additional information/documents:

- **Schedule of Sub-Contractors**, if any, including details of work for which the Sub-Contractor shall be employed, Value and % of Bid Price of Works sub-contracted and details of Sub-Contractor's experience in that field of work.
- **Schedule of Projected Cash-Flow** – should be based on the outline Programme for execution of the whole of the Works.
- **Schedule of Manufacturers (Vendor List)** for the following key materials/equipment:
 - i) Ferrous Pipes and Fittings
 - ii) HDPE Pressure Water Pipes
 - iii) Gate Valves and Air Valves
 - iv) Bulk Flow Meters (size 50mm and above)
 - v) Consumer Water Meters (size 15mm diameter)

For each item above the Bidder must provide detailed Technical Data Sheets from the manufacturer and indicate the name of the manufacturer, Country of Origin, make of the item

where applicable and the standard to which the item is manufactured (ISO/EN/BS/AWWA/DIN, etc).

Form PER -1

Key Personnel Schedule

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

Key Personnel

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

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

Form PER-2: Resume and Declaration Key Personnel

| |
|-----------------------|
| Name of Bidder |
|-----------------------|

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

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

| Project | Role | Duration of involvement | Relevant experience |
|-------------------------------|---|-------------------------|--|
| <i>[main project details]</i> | <i>[role and responsibilities on the project]</i> | <i>[time in role]</i> | <i>[describe the experience relevant to this position]</i> |
| | | | |
| | | | |

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| Commitment | Details |
|--|---|
| Commitment to duration of contract: | <i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i> |
| Time commitment: | <i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i> |

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

- (a) be taken into consideration during Bid evaluation;
- (b) my disqualification from participating in the Bid;
- (c) my dismissal from the contract.

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Equipment

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

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

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

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

Site Organization

Bidder to provide brief description of Site Organization, including Organization Chart showing lines of hierarchy and any sub-contractors. A brief description of duties and responsibilities of the Key Personnel in the Organization Chart should be given.

Method Statement

The Bidder shall provide a detailed and comprehensive Method Statement with his Bid showing how he proposes to execute the Works, including but not limited to:

1. Project Planning and Management including details of number(s) and location(s) of Proposed Contractor's Camp(s) and Store(s).
2. Statement of Commitment and Bidder's proposed Procedures to comply with the labour standards of the International Labour Organisation (ILO).
3. Method Statement of the Bidder's proposed Operational Safety and Health (OSH) Procedures and CV of designated person(s) in charge.
4. Description of the Bidder's proposed Quality Assurance System and CV of designated person(s) in charge.
5. Method Statement of the Bidder's proposed Environmental Management System at the construction site(s), including the organizational structure thereof and an outline of the resources to ensure compliance with the requirements and conditions of the project's Environmental Management Plan, relative to at least:
 - Waste management,
 - Noise and excessive vibrations pollution control, and air pollution control,
 - Water quality,
 - Operational Safety and Health (OSH) measures, Personal Protection Equipment (PPE) and related training, and sanitary facilities for workers,
 - Traffic Management Plan.
6. Method Statement for Rock Excavation in areas where blasting is not allowed.
7. Method Statement for Public Safety / Public Relations.
8. Any other Method Statement required by specific items in the Bills of Quantities

Mobilization Schedule

In accordance with the Particular Conditions, Sub-Clause 4.1, the Contractor shall not carry out mobilization to Site unless the Engineer gives consent that appropriate measures are in place to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel, submitted as part of the Bid and agreed as part of the Contract

Construction Schedule

This should be the Programme (can be superimposed with cash flow requirements) for execution of the whole of the Works and should be presented as a Ghant Chart.

The construction schedule shall include the following key milestones:

- *No-objection to the Contractor MSIPs, which collectively form the C-ESMP, in accordance with the Particular Conditions - Special provisions Sub-Clause 4.1.*
- *Constitution of the DAAB*

ES Management Strategies and Implementation Plans

(ES-MSIP)

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

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

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

Note to the Bidder:

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

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

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

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

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

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

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

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;

- c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
 5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
 6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
 7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
 8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
 9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
 10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
 11. report violations of this Code of Conduct; and
 12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

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

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

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR CONTRACTOR'S PERSONNEL:

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

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

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

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

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

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

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

(2) **Examples of sexual harassment in a work context**

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

Others

Schedule of Subcontractors

Bidder to provide schedule of Sub-Contractors, if any, including details of work for which the Sub-Contractor shall be employed, Value and % of Tender Price of Works sub-contracted and details of Sub-Contractor's experience in that field of work.

Note: Bidder's attention is drawn to Section II, Bid Data Sheet, Clause ITB 34.3 which stipulates that maximum percentage of sub-contracting permitted is 20% of the total Contract amount or 20% of the volume of Work.

Schedule of Projected Cash-Flow

Bidder to provide a schedule of Projected Cash-Flow which should be based on an Outline Programme for execution of the Works.

Schedule of Manufacturers (Vendor List) for Key Materials / Equipment

| No. | Material/Equipment | Name and Address of Manufacturer (where applicable) | Country of Origin | Name & Address of Supplier (including Country) | Make/Model (Where Applicable) | Applicable Quality Standard to which Material/Equipment Conforms |
|------|--|---|-------------------|--|-------------------------------|--|
| i) | Ferrous Pipes and Fittings | | | | | |
| ii) | HDPE Pressure Water Pipes | | | | | |
| iii) | Gate Valves and Air Valves | | | | | |
| iv) | Bulk Flow Meters (size 50mm and above) | | | | | |
| v) | Consumer Water Meters (size 15mm diameter) | | | | | |

Note: Bidder to submit Technical Data Sheets from the proposed manufacturers for each of the items above.

If the Bidder fails to provide adequate details as required above, the Bid may be deemed incomplete and consequently rejected

Bidder's Qualification

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

Form ELI -1.1: Bidder Information Form

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

| |
|--|
| Bidder's name |
| In case of Joint Venture (JV), name of each member: |
| Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i> |
| Bidder's actual or intended year of incorporation: |
| Bidder's legal address [in country of registration]: |
| Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____ |
| 1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Employer |
| 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: _____

ICB No. and title: _____

Page _____ of _____ pages

| |
|---|
| Bidder's Joint Venture name: |
| JV member's name: |
| JV member's country of registration: |
| JV member's year of constitution: |
| JV member's legal address in country of constitution: |
| JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____ |
| 1. Attached are copies of original documents of <ul style="list-style-type: none"> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5. |
| 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

| Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria | | | |
|---|---------------------------------------|--|--|
| <input type="checkbox"/> Contract non-performance did not occur since 1 st January [<i>insert year</i>] specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1. | | | |
| <input type="checkbox"/> Contract(s) not performed since 1 st January [<i>insert year</i>] specified in Section III, Evaluation and Qualification Criteria, requirement 2.1 | | | |
| Year | Non-performed portion of contract | Contract Identification | Total Contract Amount (current value, currency, exchange rate and US\$ equivalent) |
| <i>[insert year]</i> | <i>[insert amount and percentage]</i> | Contract Identification: [<i>indicate complete contract name/ number, and any other identification</i>] Name of Employer: [<i>insert full name</i>] Address of Employer: [<i>insert street/city/country</i>] Reason(s) for nonperformance: [<i>indicate main reason(s)</i>] | <i>[insert amount]</i> |
| Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria | | | |
| <input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3. | | | |
| <input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below. | | | |

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

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

Form CON – 3: Environmental and Social Performance Declaration

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

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

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

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

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

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

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

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

Form CCC: Current Contract Commitments / Works in Progress

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

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

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

1. Financial data

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

2. Sources of Finance

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

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

2. Financial documents

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

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

Attached are copies of financial statements¹⁷ for the _____ years required above; and complying with the requirements

¹⁷ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN - 3.2: Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

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

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

Form FIN - 3.3: Financial Resources

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

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

Form EXP - 4.1: General Construction Experience

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

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

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

ICB No. and title: _____

Page _____ of _____ pages

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

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

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

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

Sub-contractor's Name¹⁸ (as per ITB 34.2 and 34.3): _____

ICB No. and title: _____

Page _____ of _____ pages

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

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

1. Key Activity No One: _____

| | Information | | | |
|--|--|--|---|--|
| Contract Identification | | | | |
| Award date | | | | |
| Completion date | | | | |
| Role in Contract | Prime Contractor <input type="checkbox"/> | Member in JV <input type="checkbox"/> | Management Contractor <input type="checkbox"/> | Sub-contractor <input type="checkbox"/> |
| Total Contract Amount | | | US\$ | |
| Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year | Total quantity in the contract (i) | Percentage participation (ii) | | Actual Quantity Performed (i) x (ii) |
| Year 1 | | | | |
| Year 2 | | | | |
| Year 3 | | | | |
| Year 4 | | | | |
| Employer's Name: | | | | |

¹⁸ If applicable.

| | |
|---|--|
| Address: Telephone/fax number E-mail: | |
|---|--|

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

2. Activity No. Two

3.

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

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

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

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

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

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

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

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

Section V - Eligible Countries

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

1. In reference to ITB 4.7, and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7 (a) and 5.1 **Refer to World Bank debarment List**

Under ITB 4.7 (b) and 5.1 **Refer to World Bank debarment List**

Section VI. Bank Policy - Corrupt and Fraudulent Practices

(Section VI shall not be modified)

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

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.¹⁹ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;²⁰
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;²¹
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;²²
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;²³

¹⁹ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

²⁰ For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

²¹ For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

²² For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

²³ For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,²⁴ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated²⁵ sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their

²⁴ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix I of these Guidelines.

²⁵ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

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

PART 2 – Works Requirements

Section VII - Works Requirements

Table of Contents

| | |
|---|------------|
| Specifications | 111 |
| Environmental, social, health and safety requirements..... | 111 |
| Key Personnel..... | 114 |
| Drawings..... | 115 |
| Supplementary Information | 115 |

Specifications

1. The Specifications to be used for the Works are the General and Technical Specifications given in Volume II of the Bidding Documents.
2. Standards, brand names, catalog numbers or similar classifications provided in the Specifications are indicative of performance requirements and offers which have similar characteristics and which provide performance and quality equal or higher to the performance requirements specified would be accepted.
3. The Terms “The Engineer” (or “The Resident Engineer”) and “Engineer’s Representative” have the same meaning as “The Project Manager” and “The Project Manager’s Representative” respectively.

THE DETAILED SPECIFICATIONS ARE GIVEN IN VOLUME II OF THE BIDDING DOCUMENTS

Environmental, social, health and safety requirements

[CWWDA will provide the Environmental and Health Policy]

SUGGESTED CONTENT FOR AN ENVIRONMENTAL AND SOCIAL POLICY (STATEMENT)

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

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

The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with Sub-Clause 30.3 of the General Conditions of Contract.

As a minimum, the policy is set out to the commitments to:

- 1. apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
- 2. provide and maintain a healthy and safe work environment and safe systems of work;*
- 3. protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
- 4. be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for gender-based violence, inhumane treatment, sexual exploitation, rape, sexual abuse, sexual activity with children, and sexual harassment;*
- 5. incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;*
- 6. work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
- 7. engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
- 8. provide an environment that fosters the exchange of information, views, and ideas*

that is free of any fear of retaliation, and protects whistleblowers;

9. *minimize the risk of communicable diseases and to mitigate the effects of communicable diseases associated with the execution of the Works;*

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

MINIMUM CONTENT OF ES REQUIREMENTS

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

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

The detail specification for ES should, to the extent possible, describe the intended outcome rather than the method of working. The ES requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract and Particular Conditions of Contract.

PAYMENT FOR ES REQUIREMENTS

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

Key Personnel

Contractor's Representative and Key Personnel (For ESHS)

| Item No. | Position/specialization | Relevant academic qualifications | Minimum years of relevant work experience (years) |
|----------|---|--|---|
| 1 | Contractor's Representative – Project Manager | BSc. Civil Engineering or equivalent Registered with Engineers Board of Kenya (EBK) or equivalent | 10 |
| 2 | Environmental Specialist | Degree in Environmental Science or related field Registered NEMA Lead Expert | 5 |
| 3 | Sociologist | Degree in Sociology / Community Development or equivalent | 5 |
| 4 | Health & Safety Specialist | Degree Community or Public Health and a Course in Occupation Health and Safety | 5 |

Drawings

The engineering drawings are given in Volume III of the bidding document and contain the following list of drawings.

| DRG No. | DESCRIPTION: |
|---------------------|---|
| | GENERAL (G) |
| M410/MO/NM/G/01 | PROJECT LAYOUT PLAN |
| | DISTRIBUTION LINES |
| M410/MO/NM/LP/01 | LAYOUT PLAN - EXISTING AND PROPOSED WATER DISTRIBUTION SYSTEM |
| M410/MO/NM/NM01/01 | MOMBASA NORTH MAINLAND LINE NM01 (SHEET 1 OF 3) |
| M410/MO/NM/NM01/02 | MOMBASA NORTH MAINLAND LINE NM01 (SHEET 2 OF 3) |
| M410/MO/NM/NM01/03 | MOMBASA NORTH MAINLAND LINE NM01 (SHEET 3 OF 3) |
| M410/MO/NM/NM02/01 | MOMBASA NORTH MAINLAND LINE NM02 (SHEET 1 OF 1) |
| M410/MO/NM/NM03/01 | MOMBASA NORTH MAINLAND LINE NM03 (SHEET 1 OF 3) |
| M410/MO/NM/NM03/02 | MOMBASA NORTH MAINLAND LINE NM03 (SHEET 2 OF 3) |
| M410/MO/NM/NM03/03 | MOMBASA NORTH MAINLAND LINE NM03 (SHEET 3 OF 3) |
| M410/MO/NM/NM04a/01 | MOMBASA NORTH MAINLAND LINE NM04a (SHEET 1 OF 2) |
| M410/MO/NM/NM04a/02 | MOMBASA NORTH MAINLAND LINE NM04a (SHEET 2 OF 2) |
| M410/MO/NM/NM04b/01 | MOMBASA NORTH MAINLAND LINE NM04b (SHEET 1 OF 2) |
| M410/MO/NM/NM04b/02 | MOMBASA NORTH MAINLAND LINE NM04b (SHEET 2 OF 2) |
| M410/MO/NM/NM05/01 | MOMBASA NORTH MAINLAND LINE NM05 (SHEET 1 OF 3) |
| M410/MO/NM/NM05/02 | MOMBASA NORTH MAINLAND LINE NM05 (SHEET 2 OF 3) |
| M410/MO/NM/NM05/03 | MOMBASA NORTH MAINLAND LINE NM05 (SHEET 3 OF 3) |
| M410/MO/NM/NM06/01 | MOMBASA NORTH MAINLAND LINE NM06 (SHEET 1 OF 2) |
| M410/MO/NM/NM06/02 | MOMBASA NORTH MAINLAND LINE NM06 (SHEET 2 OF 2) |
| M410/MO/NM/NM07/01 | MOMBASA NORTH MAINLAND LINE NM07 (SHEET 1 OF 1) |
| M410/MO/NM/NM08/01 | MOMBASA NORTH MAINLAND LINE NM08 (SHEET 1 OF 2) |
| M410/MO/NM/NM08/02 | MOMBASA NORTH MAINLAND LINE NM08 (SHEET 2 OF 2) |
| M410/MO/NM/NM09/01 | MOMBASA NORTH MAINLAND LINE NM09 (SHEET 1 OF 2) |
| M410/MO/NM/NM09/02 | MOMBASA NORTH MAINLAND LINE NM09 (SHEET 2 OF 2) |
| M410/MO/NM/NM10a/01 | MOMBASA NORTH MAINLAND LINE NM10a (SHEET 1 OF 2) |
| M410/MO/NM/NM10a/02 | MOMBASA NORTH MAINLAND LINE NM10a (SHEET 2 OF 2) |
| M410/MO/NM/NM10b/01 | MOMBASA NORTH MAINLAND LINE NM10b (SHEET 1 OF 2) |
| M410/MO/NM/NM10b/02 | MOMBASA NORTH MAINLAND LINE NM10b (SHEET 2 OF 2) |
| M410/MO/NM/NM11/01 | MOMBASA NORTH MAINLAND LINE NM11 (SHEET 1 OF 6) |
| M410/MO/NM/NM11/02 | MOMBASA NORTH MAINLAND LINE NM11 (SHEET 2 OF 6) |
| M410/MO/NM/NM11/03 | MOMBASA NORTH MAINLAND LINE NM11 (SHEET 3 OF 6) |
| M410/MO/NM/NM11/04 | MOMBASA NORTH MAINLAND LINE NM11 (SHEET 4 OF 6) |
| M410/MO/NM/NM11/05 | MOMBASA NORTH MAINLAND LINE NM11 (SHEET 5 OF 6) |
| M410/MO/NM/NM11/06 | MOMBASA NORTH MAINLAND LINE NM11 (SHEET 6 OF 6) |
| M410/MO/NM/NM12a/01 | MOMBASA NORTH MAINLAND LINE NM12a (SHEET 1 OF 3) |
| M410/MO/NM/NM12a/02 | MOMBASA NORTH MAINLAND LINE NM12a (SHEET 2 OF 3) |
| M410/MO/NM/NM12a/03 | MOMBASA NORTH MAINLAND LINE NM12a (SHEET 3 OF 3) |
| M410/MO/NM/NM12b/01 | MOMBASA NORTH MAINLAND LINE NM12b (SHEET 1 OF 2) |
| M410/MO/NM/NM12b/02 | MOMBASA NORTH MAINLAND LINE NM12b (SHEET 2 OF 2) |
| M410/MO/NM/NM13/01 | MOMBASA NORTH MAINLAND LINE NM13 (SHEET 1 OF 3) |

| | |
|-----------------------|--|
| M410/MO/NM/NM13/02 | MOMBASA NORTH MAINLAND LINE NM13 (SHEET 2 OF 3) |
| M410/MO/NM/NM13/03 | MOMBASA NORTH MAINLAND LINE NM13 (SHEET 3 OF 3) |
| M410/MO/NM/NM14/01 | MOMBASA NORTH MAINLAND LINE NM14 (SHEET 1 OF 2) |
| M410/MO/NM/NM14/02 | MOMBASA NORTH MAINLAND LINE NM14 (SHEET 2 OF 2) |
| M410/MO/NM/NM15a/01 | MOMBASA NORTH MAINLAND LINE NM15a (SHEET 1 OF 2) |
| M410/MO/NM/NM15a/02 | MOMBASA NORTH MAINLAND LINE NM15a (SHEET 2 OF 2) |
| M410/MO/NM/NM15b/01 | MOMBASA NORTH MAINLAND LINE NM15b (SHEET 1 OF 2) |
| M410/MO/NM/NM15b/02 | MOMBASA NORTH MAINLAND LINE NM15b (SHEET 2 OF 2) |
| M410/MO/NM/NM16/01 | MOMBASA NORTH MAINLAND LINE NM16 (SHEET 1 OF 2) |
| M410/MO/NM/NM16/02 | MOMBASA NORTH MAINLAND LINE NM16 (SHEET 2 OF 2) |
| M410/MO/NM/NM17a/01 | MOMBASA NORTH MAINLAND LINE NM17a (SHEET 1 OF 2) |
| M410/MO/NM/NM17a/02 | MOMBASA NORTH MAINLAND LINE NM17a (SHEET 2 OF 2) |
| M410/MO/NM/NM17b/01 | MOMBASA NORTH MAINLAND LINE NM17b (SHEET 1 OF 2) |
| M410/MO/NM/NM17b/02 | MOMBASA NORTH MAINLAND LINE NM17b (SHEET 2 OF 2) |
| M410/MO/NM/NM18a/01 | MOMBASA NORTH MAINLAND LINE NM18a (SHEET 1 OF 1) |
| M410/MO/NM/NM18b/01 | MOMBASA NORTH MAINLAND LINE NM18b (SHEET 1 OF 1) |
| M410/MO/NM/NM19/01 | MOMBASA NORTH MAINLAND LINE NM19 (SHEET 1 OF 3) |
| M410/MO/NM/NM19/02 | MOMBASA NORTH MAINLAND LINE NM19 (SHEET 2 OF 3) |
| M410/MO/NM/NM19/03 | MOMBASA NORTH MAINLAND LINE NM19 (SHEET 3 OF 3) |
| M410/MO/NM/NM20a/01 | MOMBASA NORTH MAINLAND LINE NM20a (SHEET 1 OF 2) |
| M410/MO/NM/NM20a/02 | MOMBASA NORTH MAINLAND LINE NM20a (SHEET 2 OF 2) |
| M410/MO/NM/NM20b/01 | MOMBASA NORTH MAINLAND LINE NM20b (SHEET 1 OF 2) |
| M410/MO/NM/NM20b/02 | MOMBASA NORTH MAINLAND LINE NM20b (SHEET 2 OF 2) |
| M410/MO/NM/NM21/01 | MOMBASA NORTH MAINLAND LINE NM21 (SHEET 1 OF 1) |
| M410/MO/NM/NM22/01 | MOMBASA NORTH MAINLAND LINE NM22 (SHEET 1 OF 5) |
| M410/MO/NM/NM22/02 | MOMBASA NORTH MAINLAND LINE NM22 (SHEET 2 OF 5) |
| M410/MO/NM/NM22/03 | MOMBASA NORTH MAINLAND LINE NM22 (SHEET 3 OF 5) |
| M410/MO/NM/NM22/04 | MOMBASA NORTH MAINLAND LINE NM22 (SHEET 4 OF 5) |
| M410/MO/NM/NM22/05 | MOMBASA NORTH MAINLAND LINE NM22 (SHEET 5 OF 5) |
| M410/MO/NM/NM23/01 | MOMBASA NORTH MAINLAND LINE NM23 (SHEET 1 OF 5) |
| M410/MO/NM/NM23/02 | MOMBASA NORTH MAINLAND LINE NM23 (SHEET 2 OF 5) |
| M410/MO/NM/NM23/03 | MOMBASA NORTH MAINLAND LINE NM23 (SHEET 3 OF 5) |
| M410/MO/NM/NM23/04 | MOMBASA NORTH MAINLAND LINE NM23 (SHEET 4 OF 5) |
| M410/MO/NM/NM23/05 | MOMBASA NORTH MAINLAND LINE NM23 (SHEET 5 OF 5) |
| M410/MO/NM/NM24/01 | MOMBASA NORTH MAINLAND LINE NM24 (SHEET 1 OF 5) |
| M410/MO/NM/NM24/02 | MOMBASA NORTH MAINLAND LINE NM24 (SHEET 2 OF 5) |
| M410/MO/NM/NM24/03 | MOMBASA NORTH MAINLAND LINE NM24 (SHEET 3 OF 5) |
| M410/MO/NM/NM24/04 | MOMBASA NORTH MAINLAND LINE NM24 (SHEET 4 OF 5) |
| M410/MO/NM/NM24/05 | MOMBASA NORTH MAINLAND LINE NM24 (SHEET 5 OF 5) |
| | BULK METERS |
| M410/MO/NM/BM-2020/01 | FITTING DETAILS FOR BULK METER INSTALLATION (SHEET 1 OF 2) |
| M410/MO/NM/BM-2020/02 | FITTING DETAILS FOR BULK METER INSTALLATION (SHEET 2 OF 2) |
| | STANDARD DRAWINGS |
| M410/SD/01 | PROJECT SIGNBOARD DETAILS |
| M410/SD/02 | DETAILS OF VALVE CHAMBER |
| M410/SD/03 | DETAILS OF PRECAST CONCRETE COVERS FOR VALVE CHAMBERS |
| M410/SD/04 | TYPICAL ROAD CROSS SECTION DETAILS |
| M410/SD/05 | DETAILS OF CHECKERED PLATE COVERS FOR CHAMBERS (SHEET 1 OF 2) |
| M410/SD/06 | DETAILS OF LOCKING MECHANISM FOR CHECKERED PLATE COVERS (SHEET 2 OF 2) |
| M410/SD/07 | THRUST BLOCKS, ANCHOR BLOCKS AND INDICATOR POST DETAILS |
| M410/SD/08 | TYPICAL TRENCH AND PIPE CROSSING FOR WATER PIPES |
| M410/SD/09 | DETAILS OF ELECTROMAGNETIC METER CHAMBER AND FITTINGS |

| | |
|------------|---|
| M410/SD/10 | DETAILS OF A CONSUMER WATER MAIN SUPPLY |
| M410/SD/11 | DETAILS OF FENCING POSTS |
| M410/SD/12 | DETAILS OF GATES (SHEET 1 OF 2) |
| M410/SD/13 | DETAILS OF GATES (SHEET 2 OF 2) |

Supplementary Information

1. Contractor's Camps

The Employer has no available land to offer for Contractor's Camps, storage of materials and preparation of concrete etc. Identification and procurement of suitable area of land for Contractor's Camp whether rented or purchased is the responsibility of the Contractor.

2. Construction Wayleaves

The Pipelines are to be laid within highly built up and congested Urban Areas. No wayleave has been arranged and in many instances the space available will be restricted due to traffic and encroachments. The Contractor will make necessary adjustment to his Work Method, Programme and Tender Rates to carry out the Works diligently using the available Space. No claims in this respect will be entertained by the Employer.

3. Interconnection between Existing and New Distribution Mains

The Bidder to allow for continuity of water supply to affected areas during the interconnection of existing main(s) to the new pipeline at the points of interconnection. The Bidder's rate(s) to allow for maintaining continuity of supply.

PART 3 – Conditions of Contract and Contract Forms

Section VIII. General Conditions of Contract

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

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

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

Table of Clauses

| | | |
|---------------------------------|---|------------|
| 1. | Definitions | 123 |
| 2. | Interpretation..... | 126 |
| 3. | Language and Law | 127 |
| 4. | Project Manager’s Decisions | 127 |
| 5. | Delegation..... | 127 |
| 6. | Communications..... | 127 |
| 7. | Subcontracting | 127 |
| 8. | Other Contractors | 127 |
| 9. | Personnel and Equipment..... | 129 |
| 10. | Employer’s and Contractor’s Risks | 134 |
| 11. | Employer’s Risks | 134 |
| 12. | Contractor’s Risks | 135 |
| 13. | Insurance..... | 135 |
| 14. | Site Data | 136 |
| 15. | Contractor to Construct the Works | 136 |
| 16. | The Works to Be Completed by the Intended Completion Date | 136 |
| 17. | Approval by the Project Manager | 137 |
| 18. | Health, Safety and Protection of the Environment | 137 |
| 19. | Archaeological and Geological Findings | 138 |
| 20. | Possession of the Site..... | 138 |
| 21. | Access to the Site | 138 |
| 22. | Instructions, Inspections and Audits | 139 |
| 23. | Appointment of the Adjudicator | 139 |
| 24. | Procedure for Disputes..... | 140 |
| 25. | Fraud and Corruption..... | 140 |
| 26. | Code of Conduct..... | 140 |
| 27. | Security of the Site | 141 |
| B. Time Control | | 141 |
| 28. | Program | 141 |
| 29. | Extension of the Intended Completion Date | 143 |
| 30. | Acceleration | 143 |
| 31. | Delays Ordered by the Project Manager | 143 |
| 32. | Management Meetings..... | 143 |
| 33. | Early Warning | 144 |
| C. Quality Control | | 144 |
| 34. | Identifying Defects | 144 |
| 35. | Tests | 144 |
| 36. | Correction of Defects..... | 144 |
| 37. | Uncorrected Defects | 145 |
| D. Cost Control | | 145 |

| | | |
|---------------------------------------|---|------------|
| 38. | Contract Price | 145 |
| 39. | Changes in the Contract Price | 145 |
| 40. | Variations | 145 |
| 41. | Cash Flow Forecasts..... | 146 |
| 42. | Payment Certificates..... | 146 |
| 43. | Payments | 147 |
| 44. | Compensation Events | 148 |
| 45. | Tax 149 | |
| 46. | Currencies..... | 149 |
| 47. | Price Adjustment..... | 149 |
| 48. | Retention | 150 |
| 49. | Liquidated Damages | 150 |
| 50. | Bonus 151 | |
| 51. | Advance Payment | 151 |
| 52. | Securities | 151 |
| 53. | Dayworks | 152 |
| 54. | Cost of Repairs..... | 152 |
| E. Finishing the Contract..... | | 152 |
| 55. | Completion | 152 |
| 56. | Taking Over..... | 152 |
| 57. | Final Account..... | 152 |
| 58. | Operating and Maintenance Manuals | 153 |
| 59. | Termination | 153 |
| 60. | Payment upon Termination..... | 154 |
| 61. | Property..... | 154 |
| 62. | Release from Performance..... | 154 |
| 63. | Suspension of Bank Loan or Credit..... | 155 |

General Conditions of Contract

A. General

1. Definitions

Boldface type is used to identify defined terms.

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

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

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

limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

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

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

2. Interpretation

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

- (h) Bill of Quantities,²⁶ and
 - (i) any other document **listed in the PCC** as forming part of the Contract.

- 3. Language and Law**

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

3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer’s country when

 - (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

- 4. Project Manager’s Decisions**

4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

- 5. Delegation**

5.1 Otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

- 6. Communications**

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

- 7. Subcontracting**

7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor’s obligations. The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in GCC Sub-Clause 26.1 of the General Conditions of Contract.

- 8. Other Contractors**

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide

²⁶ In lump-sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

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

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

Notwithstanding any requirement from the Project Manager to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above."

9.3 Labor

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

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

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

- 9.3.7 The Contractor shall, in all dealings with the Contractor's Personnel, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable laws or as stated in the Specification.
- 9.3.8 *Supply of Foodstuffs.* The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.
- 9.3.9 *Supply of Water.* The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
- 9.3.10 *Measures against Insect and Pest Nuisance.* The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
- 9.3.11 *Alcoholic Liquor or Drugs.* The Contractor shall not, otherwise than in accordance with the laws of the Employer's country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.
- 9.3.12 *Arms and Ammunition.* The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
- 9.3.13 *Funeral Arrangements.* The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
- 9.3.14 *Forced Labor.* The Contractor, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a

position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

9.3.15 *Child Labor.* The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Contractor including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Project Manager's approval. The Contractor shall be subject to regular monitoring by the Project Manager that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or
- (d) transport of heavy loads;
- (e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (f) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

9.3.16 *Employment Records of Workers.* The Contractor shall keep complete and accurate records of the employment of labor at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the project Manager.

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

9.3.18 *Non-Discrimination and Equal Opportunity.* The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Sub-Clause 9.3.15).

9.3.19 *Contractor's Personnel Grievance Mechanism.* The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in GCC Sub-Clause 9.3.17, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns

promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

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

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

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

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

10. Employer's and Contractor's Risks

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

11. Employer's Risks

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

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

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

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

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

12. Contractor's Risks

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

13. Insurance

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

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

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

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

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

14. Site Data

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

15. Contractor to Construct the Works

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

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

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

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

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

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

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

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

19. Archaeological and Geological Findings

19.1 All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:

- (a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;
- (b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and
- (c) implement any other action consistent with the requirements of the Specification and relevant laws.

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

20. Possession of the Site

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

21. Access to the Site

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

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

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

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

The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.

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

27. Security of the Site

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

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

The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specification.

The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

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

B. Time Control

28. Program

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

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

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

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

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

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

29. Extension of the Intended Completion Date

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

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

30. Acceleration

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

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

31. Delays Ordered by the Project Manager

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

32. Management Meetings

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

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

33. Early Warning

33.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

33.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

34. Identifying Defects

34.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

35. Tests

35.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

36. Correction of Defects

36.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

36.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

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

D. Cost Control

- 38. Contract Price²⁷** 38.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

- 39. Changes in the Contract Price²⁸** 39.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

- 39.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

- 40. Variations** 40.1 All Variations shall be included in updated Programs²⁹ produced by the Contractor.

- 40.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Contractor shall also provide information of any ES risks and impacts of the Variation. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

²⁷ In lump-sum contracts, replace GCC Sub-Clauses 38.1 as follows:

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

²⁸ In lump-sum contracts, replace entire GCC Clause 39 with new GCC Sub-Clause 39.1, as follows:

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

²⁹ In lump-sum contracts, add “and Activity Schedules” after “Programs.”

- 40.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 40.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 40.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 40.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.³⁰

41. Cash Flow Forecasts

- 41.1 When the Program,³¹ is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

42. Payment Certificates

- 42.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 42.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 42.3 The value of work executed shall be determined by the Project Manager.
- 42.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.³²

³⁰ In lump-sum contracts, delete this paragraph.

³¹ In lump-sum contracts, add "or Activity Schedule" after "Program."

³² In lump-sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

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

43. Payments

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

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

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

44. Compensation Events

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

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

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

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

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

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

45. Tax

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

46. Currencies

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

47. Price Adjustment

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

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

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

where:

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

A_c and B_c are coefficients³³ **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

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

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

48. Retention

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

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

49. Liquidated Damages

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

³³ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A_c , for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

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

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

50. Bonus

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

51. Advance Payment

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

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

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

52. Securities

52.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28

days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Certificate of Completion in the case of a Performance Bond.

53. Dayworks

- 53.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 53.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 53.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

54. Cost of Repairs

- 54.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract**55. Completion**

- 55.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

56. Taking Over

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

57. Final Account

- 57.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

58. Operating and Maintenance Manuals

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

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

59. Termination

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

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager’s certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 1.16 of Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the

Contractor, terminate the Contract and expel him from the Site.

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

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

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

60. Payment upon Termination

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

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

61. Property

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

62. Release from Performance

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

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

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

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

APPENDIX A

TO GENERAL CONDITIONS

Bank’s Policy- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

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

‘Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.³⁴ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;³⁵
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;³⁶
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;³⁷

³⁴ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

³⁵ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

³⁶ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

³⁷ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;³⁸
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,³⁹ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated⁴⁰ sub-contractor,

³⁸ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

³⁹ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix I of these Guidelines.

⁴⁰ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how

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

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

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

APPENDIX B

Environmental, Social, Health and Safety (ESHS)

Metrics for Progress Reports

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

Metrics for regular reporting:

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

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

violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and

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

- iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
 - v. spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
 - vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
 - vii. details of tree plantings and other mitigations required undertaken in the reporting period;
 - viii. details of water and swamp protection mitigations required undertaken in the reporting period.
- n. compliance:*
- i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
 - ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - iii. compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

Section IX. Particular Conditions of Contract

| A. General | |
|---------------------|---|
| GCC 1.1 (d) | The financing institution is: World Bank (IDA) |
| GCC 1.1 (r) | The Employer is: Mr. Jacob K. Torutt, Chief Executive Officer, Coast Water Works Development Agency, P.O. Box 90417 – 80100, Mombasa. |
| GCC 1.1 (v) | The Intended Completion Date for the whole of the Works shall be: 913 calendar days split into 548 calendar days (78 weeks or 18 months) for construction and 365 calendar days for DLP |
| GCC 1.1 (y) | The Project Manager is: Mr. Martin M. Tsuma, Technical Services Manager, Coast Water Works Development Agency, P.O. Box 90417 – 80100, Mombasa |
| GCC 1.1 (aa) | The Site is located at North Mainland of Mombasa County and is defined in drawings No. M410/MO/NM/G/01 |
| GCC 1.1 (dd) | The Start Date shall be: the commencement date to notified in writing by Employer. |
| GCC 1.1 (hh) | The Works consist of: The Works include but are not limited to: <ul style="list-style-type: none"> a) Primary and Secondary Mains (HDPE and FERROUS Pipes of sizes ranging from 110 to 350 mm)- 35 km b) Tertiary and Service Mains (HDPE Pipes of Diameter Range 32-90 mm)- 53 km c) Reinstatement of Existing Consumer Connections- 2,400 number, d) Supply of Pipes and Fittings for New Consumer Connections - 1,000 number |
| GCC 2.2 | Sectional Completions are: Not Applicable |
| GCC 2.3(i) | The following documents also form part of the Contract: None |

| | |
|--------------------------------|---|
| GCC 3.1 | The language of the contract is English . The law that applies to the Contract is the law of Kenya |
| GCC 5.1 | The Project manager may delegate any of his duties and responsibilities. |
| GCC 8.1 | Schedule of other contractors: None |
| GCC 13.1 | The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: Equivalent to contract price (b) For loss or damage to Equipment: Equivalent to price of replacement of equipment (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: As per insurance Laws of Kenya (d) for personal injury or death: (i) of the Contractor's employees: As per insurance laws of Kenya. (ii) of other people: As per insurance laws of Kenya |
| GCC 14.1 | Site Data are: No additional data |
| GCC 20.1 | The Site Possession Date(s) shall be: No later than the Commencement Date |
| GCC 23.1 & GCC 23.2 | Appointing Authority for the Adjudicator: The Kenya Chapter of the Chartered Institute of Arbitrators, P.O Box 50163-00200, Nairobi. |
| GCC 24.3 | Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: Kshs. 5000/- |
| GCC 24.4 | Institution whose arbitration procedures shall be used: The Kenya Chapter of the Chartered Institute of Arbitrators The place of arbitration shall be: Arusha, Tanzania |
| B. Time Control | |
| GCC 28.1 | (a) The Contractor shall submit for approval a Program for the Works within 28 days from the date of the Letter of Acceptance. |
| GCC 28.3 | The period between Program updates is 90 days . The amount to be withheld for late submission of an updated Program is Kshs. 100,000/- . The period for submission of progress reports is 30 days . |

| C. Quality Control | |
|----------------------------------|---|
| GCC 36.1 | The Defects Liability Period is: 365 days . |
| D. Cost Control | |
| GCC 46.1 | The currency of the Employer's country is: Kenya Shillings |
| GCC 47.1 | The Contract is not subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients does not apply. |
| GCC 48.1 | The proportion of payments retained is: 10 % of the accepted contract amount |
| GCC 49.1 | The liquidated damages for the whole of the Works are 0.05% of the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 5% of the final Contract Price. |
| GCC 50.1 | Not Applicable |
| GCC 51.1 | The Advance Payments shall be: 10% of the accepted contract price and shall be paid to the Contractor no later than 42 days . |
| GCC 52.1 | An Environmental and Social (ES) Performance Security shall not be provided to the Employer. |
| GCC 52.1 | The Performance Security amount is: (a) Performance Security – Bank Guarantee (unconditional and on demand): in the amount(s) of ten (10) percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount. (b) Performance Security – Performance Bond: N/A |
| E. Finishing the Contract | |
| GCC 58.1 | The date by which operating and maintenance manuals are required is 90 days after substantial completion . The date by which “as built” drawings are required is 90 days after substantial completion . |
| GCC 58.2 | The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC Sub-Clause 58.1 is Kshs.5,000,000/- . |

| | |
|---------------------|--|
| GCC 59.2 (g) | The maximum number of days is: 100 |
| GCC 60.1 | The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is: 15% |

Section X - Contract Forms

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

Table of Forms

| | |
|--|-------------------------------------|
| Letter of Acceptance | 168 |
| Contract Agreement | 169 |
| Performance Security (Bank Guarantee) | 171 |
| Environmental and Social(ES) Performance Security | Error! Bookmark not defined. |
| Advance Payment Security | 173 |

Letter of Acceptance

[on letterhead paper of the Employer]

..... *[date]*

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

Subject: *[Notification of Award Contract No]*

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

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

[Choose one of the following statements:]

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

[or]

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the addenda Nos _____ (if any)
 - (d) the Particular Conditions
 - (e) the General Conditions of Contract, including Appendices;
 - (f) the Specification
 - (g) the Drawings
 - (h) Bill of Quantities; ⁴¹ and
 - (i) any other document listed in the PCC as forming part of the Contract, but not limited to;
 - i. the ES Management Strategies and Implementation Plans; and
 - ii. Code of Conduct for Contractor’s Personnel (ES;
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

⁴¹ In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[name of the borrowing country]*. on the day, month and year specified above.

Signed by:
for and on behalf of the Employer

Signed by:
for and on behalf the Contractor

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

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

Performance Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

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

Date: *_ [Insert date of issue]*

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

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

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

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

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

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

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)

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 Contractor or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Sub-Clause 55.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

is hereby excluded.

[signature(s)]

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

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

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

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

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

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

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

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

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

[signature(s)]

NOTE: ALL ITALICIZED TEXT (INCLUDING FOOTNOTES) IS FOR USE IN PREPARING THIS FORM AND SHALL BE DELETED FROM THE FINAL PRODUCT.

² *Insert the expected completion date as described in GC Clause 55.1. The Employer should note that in the event of an extension of the expected completion date, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*