







MANDERA COUNTY GOVERNMENT
MINISTRY OF AGRICULTURE, IRRIGATION, LIVESTOCK AND FISHERIES DEVELOPMENT
KENYA CLIMATE SMART AGRICULTURE PROJECT.
P.O. Box 13-70300, Mandera; Email: kcsapmandera@gmail.com

TENDER DESCRIPTION:

PROPOSED CONSTRUCTION OF NYATALIO WATER PAN IN KUTULO WARD IN KUTULO SUB-COUNTY, MANDERA COUNTY

TENDER NUMBER: MCG/MOALFI/KCSAP/NCB/02/2021-2022

RFB No. KE-MANDERA COUNTY-244772-CW-RFB

PROJECT: Kenya Climate Smart Agriculture Project (KCSAP)

EMPLOYER: MANDERA COUNTY GOVERNMENT

COUNTRY: Kenya

ISSUED ON: 4th August, 2021

Summary Description

SBD for Procurement of Small Works

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

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

Section II. Bid Data Sheet (BDS)

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

Section III. Evaluation and Qualification Criteria

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

Section IV. Bidding Forms

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

Section V. Eligible Countries

This Section contains information regarding eligible countries.

Section VI. Bank Policy – Corrupt and Fraudulent Practices

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

PART 2 – WORKS REQUIREMENTS

Section VII. Works Requirements

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

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

Section VIII. General Conditions of Contract (GCC)

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

Section IX. Particular Conditions of Contract (PCC)

Attachment: Invitation for Bids

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

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PART 1 – Bidding Procedures

Section 1 - Instructions to Bidders

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Section I - Instructions to Bidders

General	
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 wordsindicating the plural also include the singular; (c) "day" means calendar day; and (d) "ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.
Source of Funds	1.3 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.
	1.4 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).
Corrupt and Fraudulent Practices	1.5 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI. 1.6 In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), sub- contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them auditedby auditors appointed by the Bank.
Eligible Bidders	1.7 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 shallbe 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.
	1.8 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.
	1.9 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 forany part of the Contract including related Services.
	1.10 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 prequalifiedfor, 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 listof debarred firms and individuals is available at the electronic address **specified in the BDS**.
	1.11 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.
	1.12 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid–Securing Declaration.
	1.13 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 goodsor 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 orcontracting of works or services from that country, or any payments to any country, person, or entity in that country. 1.14 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
Eligible Materials, Equipment and Services	1.15 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.
Contents of Bidding Document	
Sections of Bidding	1.16 The Bidding Document consist of Parts *1, 2,* and *3,* which

Document	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
	1.17 The Invitation for Bids issued by the *Employer* is not part of the Bidding Document.
	1.18 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.
	1.19 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.

Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	1.20 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 identifyingits 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 andITB 22.2.
	1.21 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.
	1.22 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.
	1.23 **If so specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purposeof the meeting will be to clarify issues and to answer questionson any matter that may be raised at that stage. **(Date: 11th November, 2020 at 10.00am Department of Agriculture, Irrigation, Livestock and Fisheries Offices in 11th floor Wing C and thereafter proceeds to the site.)**
	1.24 The Bidder is requested, to submit any questions in writing, to reach the *Employer* not later than one week before the meeting.
	1.25 Minutes of the pre-bid meeting, if applicable, including the textof 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 notbe a cause for disqualification of a Bidder.
Amendment of Bidding Document	1.26 At any time prior to the deadline for submission of bids, the *Employer* may amend the Bidding Documents by issuing addenda.
	1.27 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.
	1.28 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.
Preparation of Bids	
Cost of Bidding	1.29 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.
Language of Bid	1.30 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the *Employer*, shall be written in the language **specified in the BDS (English)**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
Documents Comprising the Bid	1.31 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**. 1.32 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. 1.33 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.
Letter of Bid and Schedules	1.34 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.
Alternative Bids	1.35 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
	1.36 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.
	1.37 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*.

	1.38 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.
Bid Prices and Discounts	1.39 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.
	1.40 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.
	1.41 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.
	1.42 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
	1.43 **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 Scheduleof Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings. 1.44 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.
	1.45 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days

	prior to the deadline for submission of bids, shall be included in the rates and prices[1] and the total bid price submitted by the Bidder.
Currencies of Bid and Payment	1.46 The currency(ies) of the bid and the currency(ies) of payments shall be as **specified in the BDS**.
	1.47 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable[2], in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
Documents Comprising the Technical Proposal	1.48 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.
Documents Establishing the Qualifications of the Bidder	1.49 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section *IV*, Bidding Forms.
	1.50 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.
Period of Validity of Bids	1.51 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the *Employer* in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the *Employer* as nonresponsive.

[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."

	1.52 In exceptional circumstances, prior to the expiration of the bid validity period, the *Employer* may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for twenty- eight (28) days beyond the deadline of the extended validityperiod. 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.
	1.53 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 adjustmentshall 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.
Bid Security	1.54 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**.
	1.55 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
	1.56 *If a bid security is specified pursuant to ITB 19.1,* the bid security shall be a demand guarantee in any of the following forms at the Bidder's option: (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company); (b) an irrevocable letter of credit; (c) a cashier's or certified check; or **(d)** another security **specified in the BDS.** from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located

	in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
	1.57 If a bid security or Bid Securing Declaration is specified pursuant to ITB 19.1, any bid not accompanied by a substantiallyresponsive bid security or Bid-Securing Declaration shall be rejected by the Employer as non responsive.
	1.58 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to ITB 42.
	1.59 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security.
	1.60 The bid security may be forfeited or the Bid Securing Declaration executed: (a) if a Bidder withdraws its bid during the period of bidvalidity specified by the Bidder on the Letter of Bid, , or any extension thereto provided by the Bidder; or (b) if the successful Bidder fails to: (i) sign the Contract in accordance with ITB 41; or (ii) furnish a performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 42.
	1.61 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.

	1.62 If a bid security is **not required in the BDS**, and (a) if a Bidder withdraws its bid during the period of bidvalidity specified by the Bidder on the Letter of Bid, or (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 42; the Borrower may**, if provided for in the BDS,** declare the Bidder ineligible to be awarded a contract by the Employer for aperiod of time **as stated in the BDS**.
Format and Signing of Bid	1.63 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.
	1.64 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 havebeen made shall be signed or initialed by the person signing the bid.
	1.65 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 asto be legally binding on all the members as evidenced by a powerof attorney signed by their legally authorized representatives. 1.66 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
Submission and Opening of Bids	
Sealing and Marking of Bids	1.67 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.
	1.68 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.
	1.69 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.
Deadline for Submission of Bids	1.70 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 NOT BE ALLOWED **specified in the BDS.**
	1.71 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.
Late Bids	1.72 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.
Withdrawal, Substitution, and Modification ofBids	1.73 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.
	1.74 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
	1.75 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 onthe Letter of Bid or any extension thereof.
Bid Opening	1.76 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 biddingis permitted in accordance with ITB 22.1, shall be **as specified inthe BDS**.
	1.77 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 openedand 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.
	1.78 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 ofQuantities 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).

	1.79 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 andeffect of the record. A copy of the record shall be distributed to all Bidders.
Evaluation and Comparison of Bids	
Confidentiality	1.80 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed toBidders 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.
	1.81 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.
	1.82 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.
Clarification of Bids	1.83 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.
	1.84 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.

Deviations, Reservations, and Omissions	1.85 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.
Determination of Responsiveness	1.86 The *Employer*'s determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
	1.87 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.
	1.88 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.
	1.89 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.
Nonconformities, Errors, and Omissions	1.90 Provided that a bid is substantially responsive, the *Employer* may waive any nonconformities in the bid.
	1.91 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.
	1.92 Provided that a bid is substantially responsive, the *Employer* shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods specified in Section III (Evaluation and Qualification Criteria).
Correction of Arithmetical Errors	1.93 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.
	1.94 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.
Conversion to Single Currency	1.95 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified in the BDS**.
Margin of Preference	1.96 **Unless otherwise specified in the BDS,** a margin of preference for domestic bidders[3] shall not apply.

[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

Subcontractors	1.97 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. 1.98 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. **1.99** Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the BDS.**
Evaluation of Bids	1.100 The *Employer* shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
	1.101 To evaluate a bid, the *Employer* shall consider the following: (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities[4] for admeasurement contracts, but including Daywork[5] items, where priced competitively; (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1; (c) price adjustment due to discounts offered in accordance with ITB 14.4; (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32; (e) price adjustment for nonconformities in accordance with ITB 30.3; (f) the additional evaluation factors are specified in Section III (Evaluation and Qualification Criteria);

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.

	1.102 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.
	1.103 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.
	1.104 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.*
Comparison of Bids	1.105 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.
Qualification of the Bidder	1.106 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.
	1.107 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.
	1.108 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.
Employer**'s Right to Accept Any Bid, and to Reject Any or All Bids**	1.109 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.

Award of Contract	
Award Criteria	1.110 *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.
Notification of Award	1.111 Prior to the expiration of the period of bid validity, the *Employer* shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted. At the same time, the *Employer* shall also notify all other Bidders of the results of the bidding, and shall publish in UNDB online the results identifying the bid and lot (contract) numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.
	1.112 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
	1.113 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.

Signing of Contract	1.114 Promptly upon notification, the *Employer* shall send the successful Bidder the Contract Agreement.
	1.115 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the *Employer*.
Performance Security	1.116 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.*
	1.117 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.
Adjudicator	1.118 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

Section II - Bid Data Sheet (BDS)

A. Introduction

ITB 1.1	The number of the Invitation for Bids is : **MCG/MOALFI/KCSAP/NCB/02/2021-2022** The Employer is: ***MANDERA COUNTY GOVERNMENT, KENYA CLIMATE SMART AGRICULTURE PROJECT***
ITB 1.1	The name of the bidding process is: ***NATIONAL COMPETITIVE BID*** The identification number of the bidding process is: ***KE-MANDERA COUNTY-244772-CW-RFB*** The number and identification of lots comprising this bidding process is: ***N/A***
ITB 2.1	The Borrower is: ***GOVERNMENT OF KENYA***
ITB 2.1	The name of the Project is: ***KENYA CLIMATE SMART PROJECT***
ITB 2.1	Loan or Financing Agreement amount: ***[$250 MILLION]***
ITB 4.1	Maximum number of members in the Joint Venture shall be: ***N/A***
ITB 4.4	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.

B. Bidding Documents

ITB 7.1	For **clarification purposes** only, the Employer's address is: Attention: ***Chief Officer- Agriculture, Irrigation, Livestock & Fisheries*** Street Address: ***P.O Box 13-70300, Mandera*** Email: kcsapmandera@gmail.com Floor/Room number: ***County Offices*** City: *Mandera* ZIP Code: ***70300*** Country: ***Kenya***

	Facsimile number: ***n/a*** Electronic mail address: kcsapmandera@gmail.com Requests for clarification should be received by the Employer no later than 18th August, 2021
ITB 7.1	Web page: **www.mandera.go.ke**
ITB 7.4	A Pre-Bid meeting ***shall*** take place. If a Pre-Bid meeting will take place, it will be at the following date, time and place: ***N/A.)*** Place: A site visit conducted by the Employer ***"shall be"*** organized immediately after pre-bid meeting and the contractors will be issued with site-visit certificate after the site inspection

C. Preparation of Bids

ITB 10.1	The language of the bid is: ***English*** All correspondence exchange shall be in ***English*** language.
ITB 11.1 (b)	The following schedules shall be submitted with the bid: ***as per section IV***
ITB 11.1 (h)	The Bidder shall submit the following additional documents in its Bid: ***N/A*** **Code of Conduct (ESHS)** The Bidder shall submit its Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract. *[Note: Complete and include the risks to be addressed by the Code in accordance with Section VII-Works' Requirements, e.g. Risksassociated with: labor influx, spread of communicable diseases, sexual harassment, gender based violence, sexual exploitation and abuse, illicit behavior and crime, and* maintaining *a safe environment etc.]* In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches. The Contractor shall be required to implement the agreed Code of Conduct upon contract award. **Management Strategies and Implementation Plans (MSIP) to manage**

	the (ESHS) risks The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks. • *Mandatory* The Contractor shall be required to submit for approval, and subsequently implement, the Contractor's Environment and Social Management Plan (C-ESMP), in accordance with the Particular Conditions of Contract Sub-Clause 16.2, that includes the agreed Management Strategies and Implementation Plans described here. *Environmental and Social Impact Assessment (ESIA)*
ITB 13.1	Alternative bids ***shall not be*** permitted.
ITB 13.2	Alternative times for completion ***may be*** permitted.
ITB 13.4	Alternative technical solutions permitted for the following parts of the Works: N/A
ITB 14.5	The prices quoted by the Bidder ***"shall not be*** subject to adjustment during the performance of the Contract.
ITB 15.1	The prices shall be quoted by the bidder in: ***KES***
ITB 18.1	The bid validity period shall be in 120 days.
ITB 18.3 (a)	The bid price shall be adjusted by the following factor(s): _____ ***N/A***
ITB 19.1	A Bid Security ***of Kshs. 600,000 of the contract sum shall be required***. The bid bond should be sourced from a reputable commercial Bank or Insurance Companies recognized by the Central Bank of Kenya..
ITB 19.3 (d)	Other types of acceptable securities: _____ ***Not applicable***
ITB 19.9	***The following provision should be included and the required corresponding information inserted only if a bid security is not required under provision ITB 19.1 and the Employer wishes to declare the Bidder ineligible for a period of time should the Bidder incur in the actions mentioned in provision ITB 19.9. Otherwise omit.***

	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Employer for a period of years. ***N/A***
ITB 20.1	In addition to the original of the bid, the number of copies is: 1 ***original copy, 1 copy***
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: ***approval of the power of attorney***

D. Submission and Opening of Bids

ITB 22.1	Bidders ***shall submit the bids 1 original and 1 copy at the Project tender box located at County Treasury Compound***
ITB 22.1	For **bid submission purposes** only. the Employer's address is: Attention: County Secretary, MANDERA COUNTY GOVERNMENT, P.O. Box13-70300 Mandera. Department of Agriculture, Irrigation, Livestock and Fisheries Street Address: Mandera County Government Headquarters Floor/Room number: County Treasury Compound (Tender Box) City: Mandera County ZIP Code: 70300 Country: Kenya **The deadline for bid submission is:** Date: 31st August 2021 Time: 10.00am
ITB 25.1	The bid opening shall take place at: ***The County Treasury on 31st August 2021.*** Street Address: 13 Floor/Room number: County Treasury. City: Mandera Country: Kenya Date: 31st August 2021 Time: Immediately after closure of bids

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

E. Evaluation and Comparison of Bids

ITB 32.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: ***KES*** N/A

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

F. Award of Contract

ITB 42.1 and 42.2	**[Delete the following if not applicable]** The successful Bidder shall be required to submit an Environmental, Social, Health and Safety (ESHS) Performance Security. *[Note: The ESHS Performance Security shall normally be required where ESHS risks are significant.]*

ITB 43.1	The Adjudicator proposed by the Employer is***: Engineers Association.***The hourly fee for this proposed Adjudicator shall be: ***market rate*** The biographical data of the proposed Adjudicator is as follows:

Section III - Evaluation and Qualification Criteria

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

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

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

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

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1. Margin of Preference

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

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

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

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

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

(ii) Group B: bids offered by other contractors.

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

2. Evaluation

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

2.1 Adequacy of Technical Proposal

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

2.2 Multiple Contracts

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

Award Criteria for

Multiple Contracts

[ITB 35.4]:Lots

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

Packages

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

2.3 Alternative Completion Times

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

2.4 Technical Alternatives

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

2.5 Specialized Subcontractors

Only the specific experience of sub-contractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the specialized sub-contractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.
The specialized sub-contractors proposed shall be fully qualified for their work proposed, and meet the following criteria:

Evaluation Criteria

1. Preliminary Evaluation

DETERMINATION OF RESPONSIVENESS

This stage of evaluation shall involve examination of the pre-qualification conditions as set out in the Tender Advertisement Notice orLetter of Invitation to Tender and any other conditions stated in the bid document.

These conditions shall include the following:

ITEM	REQUIREMENTS (ATTACH THE FOLLOWING)	REQUIREMENT	YES	NO.
Statutory and General Requirements				
1.	Registration of the Company	***Certified*** *copy of certificate of incorporation/Registration*		
2.	Copy of CR12 Form - from registrar of companies and DirectorsID's (for the last 12 months)	***Certified*** *copy of CR12 Must attach*		
3.	Copy of Tax Compliance Certificate from KRA.	*Attach Valid copy*		
4.	Copy of PIN/VAT Certificate	*Attach Copy*		
5.	Copy of National Construction Authority Certificate (NCA 7 to 1 for water works), **Must** be accompanied by a valid annual practicing license.	*Both Certificate and annual Practicing license Must be Valid and subject to Verification*		
6.	Serialization of the bid document	*Having the document sequentially serialized and legible (e.g. 1 of 300, 2 of 300)*		
7.	Single Business Permit	*Must be Valid, Stamped and signed from any County-Subject to verification*		
8.	Bid security. The Bidder shall furnish as part of its bid, a bid security of **Kshs. 600,000 Six Hundred Thousand Shillingsonly** from a reputable commercial bank recognized by CentralBank of	*In original, unconditional* ***BANK/INSURANCE*** *guarantee in the amount and currency* ***specified***		

	Kenya.			
9.	Tender completeness	*The schedules, BoQ and relevant forms must be filled and stamped*		
Bidding forms and other requirements				
10.	Bid Submission Form/letter of Bid	*Must be filled, Signed and stamped*		
11.	Power of Attorney. Written confirmation authorizing the signatory of the Bid to commit the Bidder.(where Applicable)	*Must be filled, Signed and stamped*		

Certification must be certified, signed and stamped by an advocate/commissioner of oaths or relevant professional bodies

NB: All bidders with all the mandatory requirements proceed to the Technical stage of evaluation. Any bidder who fails to meet anyof the above requirements shall be disqualified at this stage

Technical Evaluation Criteria

2.TECHNICAL EVALUATION

Stage 2: Technical Evaluation-Score card

Sub-Factor	Requirement	Maximum score	Awarded score
1.1.Financial Situation			
Historical Financial Performance	**Audited financial report for the last three (3) years**: **2017, 2018, 2019**	**Max (5)**	
	i. Provided Audited Reports for the three years	5	
	ii. Provided Audited Reports for two years	2	
	iii. One year	1	
Average Annual Turnover	**Average annual turnover.**	**Max (5)**	
	i. Average turnover per year greater or equal to five times the bid value	5	
	ii. Average turnover per year greater or equal to three times the bid value	3	
	iii. Average turnover per year greater or equal to the bid value	2	
	iv. Turnover per year below bid value	0	
Financial Resources	**Evidence of Financial Resources (Lines of credit, over draft facility etc. evidenced withcertified letter/statements from bank) for cash flow of KES 300,000 for a period of one Year**	**Max (5)**	
	i. Has monthly financial resources/cash flow equal to or higher than Kshs. 300,000	5	
	ii. Has monthly financial resources/cash flow between Ksh. 200,000-300,000	3	
	iii. Has monthly financial resources/cash flow below Ksh. 200,000	0	
Bidder's Bankers	**Name, Postal Address and Telephone of Bank**	**Max (5)**	
	i. Provided	5	
	ii. Not provided	0	

Sub-Factor	Requirement	Maximum score	Awarded score
Bank Statement	Certified bank statements	**Max (10)**	
	i. Provide bank statement for 1 years	10	
	ii. Provide bank statement for 1-2 year	5	
	iii. Provide bank statement for less than one year	0	
TOTAL FOR FINANCIAL SITUATION		**30**	
	Experience		
General Experience	**General experience** under contracts in the role of contractor, subcontractor, or management contractor for a period of **Five** [**5**] years prior to the applications submission deadline	**(Max 10)**	
	i. Over 5 years	10	
	ii. Between 2-5 years	5	
	iii. Between 1-2 years	3	
	iv. Less than 1 year	1	

Specific Experience	**Specific Experience** participating as contractor, management contractor or subcontractor in at **least three** contracts that have been **successfully** and **substantially completed (in the last 5 years)** that are of similar nature and scope to the proposed Works**.**	**(Max 20)**	
	i. Three Irrigation projects each of similar nature, complexity and magnitude	20	
	ii. Two Irrigation projects of similar nature, complexity and magnitude	10	
	iii. No executed works of similar nature	0	
TOTAL FOR EXPERIENCE		**30**	
KEY PERSONNEL			
Project Manager	At least a Diploma in Relevant Engineering field (Water, Civil, Agricultural, Bio system), 3ye ars specific works experience and held the position of project manager/ Team Leader in at least three project of similar nature and scope	5	
	At least a certificate in relevant Engineering field (Water, Civil, Agricultural, Bio system)	2	
	No Relevant Certificate	0	
Site Agent	At least a Diploma in Relevant Engineering field (Water, Civil, Agricultural, Bio system), 3 years specific works experience and held the position of project manager/ Team Leader in atleast three project of similar nature and scope	5	

Sub-Factor	**Requirement**	**Maximum score**	**Awarded score**
	At least a certificate in relevant Engineering field (Water, Civil, Agricultural, Bio system)	3	
	No Relevant Certificate	0	
2No. Inspectors	At least a certificate in relevant Engineering field (Water, Civil, Agricultural, Bio system)	10	
	No Relevant Certificate	0	
TOTAL FOR KEY PERSONEL		**20**	
KEY EQUIPMENT			
Excavator	Provided	3	
	Not Provided	0	
Backhoe	Provided	3	
	Not Provided	0	
truck/Tipper	Provided	3	
	Not Provided	0	
Vibrator	Provided	3	
	Not Provided	0	
Crawler/ Tractor	Provided	3	
	Not Provided	0	
	Not Provided	0	
Water bowser	Provided	3	
	Not Provided	0	
Pick -up	Provided	2	
	Not Provided	0	
TOTAL SCORE FOR EQUIPMENT		**20**	

Summary of Technical Score

Item	Category	Maximum Score	Awarded Score
1	Financial Situation	30	
2	Experience	30	
3	Key personnel	20	
4	Key equipment	20	
	TECHNICAL SCORE, Ts	**100**	

Note: Only bidder(s) whose total score (Ts) is 70 points and above shall be considered for FINANCIAL evaluation.

The bidders attaining the minimum qualifications will be subjected to post qualification evaluation.

If the bidder is found to have given **false** information, his bid shall be automatically disqualified without further reference tothe bidder.

2. FINANCIAL EVALUATION

The formulae for determining the Financial Score (Sf) shall be as follows: - Sf = 30 X $^{Fm}/_{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical *(St)* and financial *(Sf)* scores using the weights *(T*=the weight given to the Technical Proposal: *F* = the weight given to the Financial Proposal; *T* + *F* = I) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows: - *S* = *St* x *T* % + *Sf*x *F* %. **The firm achieving the highest combined technical and financial score will be recommended for award.**

3. DUE DILIGENCE

NB: Due Diligence will be conducted to the winning bidder.

5 Key Personnel

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

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

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

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

Key Personnel

Item No.	**Position/specialization**	**Relevant academic qualifications**	**Minimum years of relevant work experience**
1			
2			
Suitable experts in the following specializations			
3	[*Environmental*]	e.g. degree in relevant environmental field	e.g. [*years*] in similar work environments
4	[*Health and Safety*]		
5	[*Social*]		e.g. [*years*] of monitoring and managing risks related to GBV/ SEA
6	[*add others as appropriate*]		

6. Equipment

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

[Specify requirements for each lot as applicable]

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

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

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Letter of Bid

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

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

Date: ***[ ) of Bid Submission]***
ICB No.: **[ ]**
Invitation for Bid No.: ***[ ] insert identification]***
Alternative No.: ***[ ]***
insert identification No if this is a Bid for an alternative]

To: **[ ]** ***insert complete name of Employer*****]**

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)____;

(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid Securing Declaration in the Employer's country in accordance with ITB 4.6

(d) We offer to execute in conformity with the Bidding Documents the following Works:
] ***]***

(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]***

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

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

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

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

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

(g) Our bid shall be valid for a period of **[*specify the number of calendar days*]** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it

shall remain binding upon us and may be accepted at any time before the expiration of that period;

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

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

(j) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;

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

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

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

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

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

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

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

[6] *Bidder to use as appropriate*[7] The amount of the Bond shall be denominated in the currency of the Employer's country or the equivalent amount in a freely convertible currency.

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 ***[ ]***

Signature of the person named above *[ ]*

Date signed ***[ ]*** day of ***[ ], [ ]Year***

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

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

Schedules

Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

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

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

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

Daywork Schedule

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

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

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

Provisional Sums

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

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular

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

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

Bill of Quantity for CONSTRUCTION OF 50,000M3 NYATALIO WATER PAN

BOQ FOR CONSTRUCTION OF 50,000M3 NYATALIO WATER PAN					
Item No.	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
Bill-1	**Preliminaries and Generals**				
1.1	Provide, install and maintain for the entire contract period a contract signboard as shown in contract drawings and to the satisfaction of the Engineer or his appointed representative drawing	LS	2		
1.2	Mobilization of plant and equipment to the project site(s). Rate shall be inclusive of Demobilization after completion of the works. Plant to include but not limited to the following: Excavator, Bulldozer, Roller, Water Bowser, Tippers e.t.c Distance is 380km from Mandera	LS	1		
1.3	Clear reservoir area of all bushes, grass and shrubs including grabbing up roots and deposit away as directed by the engineer 185mx185m	SM	34,225		
1.4	Clear site of shrubs, bushes, trees and stumps and form access path	SM	700		
Total Bill 1	**Preliminaries**				
Bill No.2	**Excavation works**				
2.5	Excavate in normal soil to create a pan measuring reservoir area 129m x129m, basin area 114mx114m and depth n.e 3.0m, with side slopes of 2.5:1 internal and cart away to embankment.	CM	50,000		
2.6	Haul material from pan through the buffer zone 5m that is specified and placing and compacting in 300mm layers to achieve 95%MDD for embankment and form slopes of 1:2 on the upstream shoulder and 1:1.5 on the downstream shoulder and raise to a height of max. 2m with a crest width of 3m for a length 740m of the embankment as directed by the Engineer. Rate to include trimming of the embankment to the required grades.	CM	8,346		
Total Bill 2	**Pan excavation works**				
Bill No. 3	**Silt trap**				
3.1	Excavate in normal soil to create silt trap (30000x20000x2000mm), slope 2.5:1 internal	CM	1,200		
3.2	Excavate in normal soil to create inlet channel 500Mx3Mx1M	CM	1,500		
3.3	Excavate silt trap intake to construct foundation sill	CM	4		
3.4	Provide rip rap protection for silt trap	CM	550		

3.5	Construct concrete sill(mix 1:2:4) at inlet (20mx1mx0.6m)	CM	4		
3.6	Backfill and compact to required strength.	CM	2		
Total Bill. 3	**Silt Trap**				
Bill No. 4	**Spillway**				
4.1	Excavate in normal soil a spill way and out let channel (200mx3mx1m)	CM	600		
4.2	Provide rip rap protection for spillway	CM	36		
4.3	Excavate foundation sill at the inlet of spillway	CM	4		
4.4	Construct concrete sill(mix 1:2:4) at inlet (20mx1mx0.6m)	CM	4		
4.5	Backfill and compact the sill foundation to required strength.	CM	2		
Total Bill 4	**Spillway**				
Bill No.5	**Still basin**				
5.1	Excavate stilling basin, 50mx30m and 2m deep sloping at inlet. Link outlet to silt trap inlet at sill	CM	3,000		
Total Bill. 5	**Stilling Basin**				
Bill No. 6	**Draw off system and filtration gallery**				
6.1	Allow for fabrication, erection and anchoring of draw-off system intake pipe. Use 100mm GI pipe stand and 100mm class E PVC inclined to sump well	LS	1		
6.2	Allow for construction and installation of filtration gallery in a pan 20m from pan slope as per the design	LS	1		
6.3	Construct sump well 1.55m external dia. And 1.22m internal dia, n.e 6m deep wall lined with appropriate material at the terminal of draw-off system as directed for clean water abstraction	LS	1		
6.4	Allow for construction of 3No STD MOW service manhole for gate valves and sump well cover (0.9m x 0.9mx1.2m)	No.	3		
6.5	Allow sum to purchase, submersible pump, solar powered for discharge as directed by RE	LS	1		
Total Bill. 6	**Draw off system and filtration gallery**				
Bill No. 7	**Community water supply**				
7.1	Supply and install 2No 5,000 liters on standard water kiosk roof slab together with inlet and outlet plumbing	LS	1		
7.2	Allow sum for purchase, delivery and installation of 3No kent water meters as directed by RE or design.	No.	3		

7.3	Allow sum to provide for materials, construction of standard water kiosk/installation of community tap stand and standard cattle trough 4No for cattle and shoats as per the design or as directed.	LS	1		
Total Bill. 7	**Community water supply**				
Bill No. 8	**Sanitation block**				
8.1	Construct one pit latrine and bathroom combined each for use by male and female gender setting 10m apart to specifications in the design	LS	1		
Total Bill. 8	**Sanitation block**				
Bill No.9	**Water pan fencing**				
9.1	**Fencing:** 2.4 m high x 14 gauge chain-link complete with 12 1/2-gauge X 6 strand galvanized plain and 3-strand barbed wire at top fencing with 1.8 m cranked RSA 60x60x6mm at 3.0 m centers mortised in mass concrete surround. Rates to include delivery to the site perimeter 740m				
9.2	Clear site of shrubs, bushes, trees and stumps grub and level to receive fencing materials Stock pile for reuse or dispose appropriately as required by NEMA	SM	2,700		
9.3	Supply MS Angle lines 60x60x6mm cranked post spaced at 3.0 m	pcs	125		
9.4	Supply angle post strainer spaced at 30m interval and at corners as shown in design	pcs	18		
9.5	Excavation of holes to anchor posts (300mmx300mmx600mm)	No.	143		
9.6	Prepare fencing post foundation anchoring mortised footing 400mm X 400mm and depth 600mm. Mix ratio 1:3:6 mass concrete	CM	8		
9.7	Supply and install 1.8 m high x 14 gauge chain-link	LM	740		
9.8	Supply and install 12 1/2 gauge X 6 strand galvanized plain	LM	4,440		
9.9	Supply and install 12 1/2 gauge X 3 strand barbed	LM	2220		

10.1	Supply and install steel grilled gate overall size 3000x 2400mm high with frame and hinges supported by RC columns complete with locking devices all finished with one coat of approved primer with security chamber	LS	1		
Total Bill. 9	**Water pan fencing**				
Bill No. 10	**Drip irrigation farm**				
10.1	Clear site of shrubs, bushes, trees and stumps: Stock pile for reuse or dispose appropriately as required by NEMA	SM	5,000		
10.2	Strip the land to level and feel with stockpiled top soil.	SM	5,000		
10.3	Perform primary and secondary tillage for half-acre farm	No.	2		
10.4	Allow purchase of low pressure drip kit, 2500 liters plastic water tank and install and test by EO.	No.	1		
10.5	Allow purchase of materials for construction of steel water tower 3m high for drip kit PVC water storage tank	L/S	1		
10.6	Lay and connect Class B PVC pipes of 40mm dia. distribution lines with all of their accessories to the community tap stand, cattle trough, and the farm at depths of 600mm	LM	120		
10.7	Supply and install RSA 60x60x6mm cranked post to fence round farm of half-acre acre inclusive of access paths 40mx40m	pcs	28		
10.8	Supply and install Angle post strainer at 30m interval and at corners as shown in design	pcs	5		
10.9	Excavation of holes to anchor posts (300mmx300mmx600mm)	No.	38		
10.7	Fencing post foundation anchoring mortised footing dia. 400mm and depth 500mm. Mix ratio 1:3:6 mass concrete	CM	2		
10.8	Supply and install 1.8 m high x 14 gauge chain-link	LM	160		
10.9	Supply and install 12 1/2 gauge X 6 strand galvanized plain	LM	960		
11.1	Supply and install 12 1/2 gauge X 3 strand barbed	LM	480		
11.2	Supply and install single door steel gate fixed to RC column complete with locking devices all finished with approved primer	L/S	1		
Total Bill. 10	**Drip irrigation farm and Fencing**				
Bill No 11	**Implementation of Environmental and Social management Plan (ESMP)**				

11.1	Planting of trees along water pan perimeter fence approx. 740m	M	740		
11.2	Plant grass on the embankment for stabilization	SM	2220		
11.3	Provision of personal protective equipment (Overalls, boots, caps, goggles, gloves etc) branded with county and project logo	L/S	1		
11.4	Provision of solid waste bins and pits for solid waste management	L/S	1		
11.5	Supply of water for dust pollution control	CM	1,000		
Bill No. 11	**Implementation of Environmental and Social management Plan (ESMP)**				
Bill Summary					
Bill No.1	**Preliminaries**				
Bill No. 2	**Pan Excavation works**				
Bill No. 3	**Silt Trap**				
Bill No.4	**Spillway**				
Bill No. 5	**Stilling Basin**				
Bill No. 6	**Draw off system and filtration gallery**				
Bill No. 7	**Community water supply**				
Bill No. 8	**Sanitation block**				
Bill No. 9	**Water pan Fencing**				
Bill No. 10	**Drip irrigation farm and fencing**				
Bill No. 11	**Implementation of Environmental and Social management Plan (ESMP)**				
	Sub total				
	Allow provisional sum for County fee as per the a county 2018 finance act				**10,000.00**
	Add 16% VAT				
	Grand Total with VAT				

NB: RATES ARE INCLUSSIVE OF ALL TAXES

Sample Activity Schedul

Item no.	*Description*	*Unit*	*Amount*
	[*To be entered by the Employer; Delete if not applicable:]* Provisional sums for additional ESHS outcomes		
	[*To be entered by the Employer; Delete if not applicable:]* Provisional sum for sexual exploitation and abuse (SEA) / gender based violence (GBV) awareness and sensitization training.		

2. Schedule of Payment Currencies

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

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

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

Schedule(s) of Adjustment Data

Table A - Local Currency

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting
	Nonadjustable	—	—	—	A: ___* B: ___*C: ___* D: ___* E: ___*
			Total		**1.00**

[* To be entered by the Employer. Whereas "A" should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

Table B - Foreign Currency
Name of Currency: _____

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

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting
	Nonadjustable	—	—	—		A: ___* B: ___*C: ___* D: ___* E: ___*
				Total		**1.00**

[* To be entered by the Employer. Whereas "A" should a fixed percentage, B, C, D and E should specify a range of values and the Bidder will be required to specify a value within the range such that the total weighting = 1.00]

Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the Employer*]*

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

Date: *[Insert date of issue]*

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

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

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

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

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

(a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Letter of Bid, or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, (i) fails to execute the Contract Agreement or (ii) fails to furnish the performance security, and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

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

successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

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

_____

[signature(s)]

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

Form of Bid Security (Bid Bond)

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

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called "the Principal"), and *[name, legal title, and address of surety]*, authorized to transact business in *[name of country of Employer]*, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[name of Employer]* as Obligee (hereinafter called "the Employer") in the sum of *[amount of Bond]*[7] *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

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

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

(a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or

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

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

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Employer at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

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

Principal:_____ Surety: _____

Corporate Seal (where appropriate)

_____ _____

(Signature) *(Signature)*

(Printed name and title) *(Printed name and title)*

[7] The amount of the Bond shall be denominated in the currency of the Employer's country or the equivalent amount in a freely convertible currency.

Form of Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*
Bid No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the entity that invited Bids for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

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

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

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

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

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

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

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

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

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

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

Technical Proposal

Technical Proposal Forms

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

Form PER -1

Key Personnel
Schedule

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

Key Personnel

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

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

Form PER-2:

Resume and Declaration
Key Personnel

Name of Bidder

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

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

Project	**Role**	**Duration of involvement**	**Relevant experience**

[main project details]	*[role and responsibilities on the project]*	*[time in role]*	*[describe the experience relevant to this position]*

Declaration

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

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

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

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

(a) be taken into consideration during Bid evaluation;

(b) my disqualification from participating in the Bid;

(c) my dismissal from the contract.

Name of Key Personnel: [*insert name*]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Equipment

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

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

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

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

Site Organization

[insert Site Organization information]

Method Statement

[insert Method Statement]

Mobilization Schedule

[insert Mobilization Schedule]

Construction Schedule

[insert Construction Schedule]

ESHS Management Strategies and Implementation Plans

(ESHS-MSIP)

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

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

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

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

In addition, the Bidder shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.

Others

Bidder's Qualification

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

Form ELI -1.1: Bidder Information Form

Date: _____
ICB No. and title: _____
Page_____of_____ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: *[indicate country of Constitution]*
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Employer 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)
Date: _____
ICB No. and title: _____
Page _____ of _____ pages

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

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

Bidder's Name: _____
Date: _____
Joint Venture Member's Name_____
ICB No. and title: _____
Page_____of_____pages

Non-Performed Contracts in accordance with Section III, Evaluation Criteria and Qualifications			
☐ Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.1. ☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation Criteria and Qualifications, requirement 2.1			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and US$ equivalent)**
		Contract Identification: Name of Employer: Address of Employer: Reason(s) for non performance:	
Pending Litigation, in accordance with Section III, Evaluation Criteria and Qualifications			
☐ No pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3. ☐ Pending litigation in accordance with Section III, Evaluation Criteria and Qualifications, Sub-Factor 2.3 as indicated below.			

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

SafetyPerformance Declaration

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

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]* ICB No. and title: *[insert ICB number and title]* Page *[insert page number]* of *[insert total number]* pages

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

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

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

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

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

Form CCC: Current Contract Commitments / Works in Progress

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

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

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____
Date: _____
Joint Venture Member's Name_____
ICB No. and title: _____
Page_____of_____pages

1. Financial data

Type of Financial information in (currency)	**Historic information for previous_____ *years*, _____ (amount in currency, currency, exchange rate, USD equivalent)**				
	Year 1	Year 2	Year 3	Year4	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 statements[8] for the_____years required above; and complying with the requirements

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

Form FIN - 3.2: Average Annual Construction Turnover

Bidder's Name: _____
Date: _____
Joint Venture Member's Name_____
ICB No. and title: _____
Page_____of_____pages

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

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

Form FIN - 3.3: Financial Resources

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

Source of financing	Amount (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 ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			US$ *	
If member in a JV or sub- contractor, specify participation intotal Contract amount			*	
Employer's Name:				
Address: Telephone/fax number E-mail:				

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

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

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

Bidder's Name: _____
Date: _____
Joint Venture Member's Name_____
Sub-contractor's Name[9] (as per ITB 34.2 and 34.3): _____

ICB No. and title: _____
Page_____of_____pages

Sub-contractor's Name (as per ITB 34.2 and 34.3): _____
All Sub-contractors for key activities must complete the information in this form as per ITB 34.2 and 34.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

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

[9] 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:	

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 biddingprocess:

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

Section VI. Bank Policy - Corrupt and Fraudulent Practices

(Section VI shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services underIBRD 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.[10] 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;[11];

(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;[12]

(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;[13]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party toinfluence improperly the actions of a party;[14]

(v) "obstructive practice" is

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

11 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.

12 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.

13 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.

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

(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,[15] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[16];

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

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

16 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.

PART 2 – Works Requirements

Section VII - Works Requirements

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Specifications

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

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

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

Care must be taken in drafting Specifications to ensure that they are not restrictive. In the Specifications of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Borrower's country or other standards, the Specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, shall also be acceptable. To that effect, the following sample clause may be inserted in the Special Conditions or Specifications.

"Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified shall beaccepted subject to the Project Manager's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully

described in writing by the Contractor and submitted to the Project Manager at least 28 days prior to the date when the Contractor desires the Project Manager's consent. In the event the Project Manager determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents."

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

Environmental, social, health and safety requirements and plan

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

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

SUGGESTED CONTENT FOR AN ENVIRONMENTAL AND SOCIAL POLICY (STATEMENT)

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

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

The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the Particular Conditions of the Contract Sub-Clause 26.2 and Appendix B to the General Conditions of Contract.

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

1. *apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
2. *provide and maintain a healthy and safe work environment and safe systems of work;*
3. *protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
4. *ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of the ILO labour conventions to which the host country is a signatory;*
5. *be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for GBV, inhumane treatment, sexual activity with children,, and sexual harassment;*
6. *incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from,*

planning and development of the Works;

7. *work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
8. *engage with and listen to affected persons and organisations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
9. *provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation and protects whistleblowers;*
10. *minimise the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Works;*

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

MINIMUM CONTENT OF ESHS REQUIREMENTS

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

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

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

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

General Conditions of Contract

Sub-clause 3 Language and Law

Sub-clause 7.1	Subcontracting
Sub-clause 8.1	Other Contractors
Sub-clause 9	Personnel and Equipment
Sub-clause 12	Contractor's Risks
Sub-clause 15.1	Contractor to Construct the Works
Sub-clause 18.1	Safety and Protection of environment
Sub-clause 19.1	Discoveries
Sub-clause 31	Early Warnings
Sub-clause 41.4	Payments

MINIMUM REQUIREMENTS FOR THE BIDDER'S CODE OF CONDUCT

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

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

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

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

The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations

2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Employer's and Project Manager's personnel, and the Contractor's personnel, including sub-contractors and day workers, (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. The use of illegal substances
4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Employer's and Project Manager's personnel, and the Contractor's personnel, including sub-contractors and day workers (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)
5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)
6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
7. Violence including sexual and/or gender based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty
8. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power)
9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas)
10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
11. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
12. Respecting reasonable work instructions (including regarding environmental and social norms)
13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
14. Duty to report violations of this Code
15. Non retaliation against workers who report violations of the Code, if that report is made in good faith.

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

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

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

PAYMENT FOR ESHS REQUIREMENTS

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

Nyatalio water pan ESMP

Project phases	Description of impacts	Mitigation Measures	Responsibility	Monitoring Indicators	Means of verification	Monitoring frequency
Construction phase	**Environmental Impacts**					
	Loss of trees, bushes, grassland and displacement of fauna in the impoundment area to excavation and clearing	- Selective and careful clearance of site - Restriction of vegetation removal to project site only to minimize disturbance -Reseeding with suitable grass/trees -Use of existing routes unless under unavoidable circumstance where the existing routes cannot be used especially during rainy season -Allowing natural vegetation regeneration	Contractor, beneficiary community PMC	-% of the cleared land rehabilitated - Number of trees planted	- Photos - Activity Reports -Community feedback - Minute	All through Construction period
	Noise pollution and increase air pollution due to dust during excavation activities	-use designated routes, -tighten machine parts -timely and adequate inspection and maintenance of the vehicles and machines -use of water to sprinkle and settle dust as much as practical -construction works should strictly be done during the day to minimize disturbance -Provide workers with ear plugs and muffs	Contractor, Site Engineer	- Number of personal protective equipment provided	- Feedback from workers - Incidence register - Assessment report	Throughout the Construction Period
	Solid waste disposal	-Provide waste storage bins which can transported to a designated waste disposal site away from the project -Dispose all spoils and soil mold appropriately -Recycle any useful material during water pan excavation phase -Train workers and communities on proper waste management	Contractor,	- Amount of waste recycled - disposed soil tonnage -Number of trainings held for the workers on solid waste management	- Training reports -Attendance register -Environmental audit report -ESMMP implementation report	Construction period and rehabilitation
	Substandard and shoddy works	-ensure a monitoring system and supervisory task are instituted to ensure the construction team adheres to the design specifications -Engineering design to be followed strictly.	CPCU PoE PMC Site ngineer	- No. of supervision missions conducted	- Supervision report	During construction
	Social Impacts					
	Occupational Health	-Assign duties to the workers based on their knowledge,	Contract	- Fenced area	-	Throughout

	and Safety of workers	skills and experience -Timely inspection of machines and vehicles before operation/use of the machines to ensure safety of the operators -Provision of appropriate personal protective clothing such as helmets, boots and overalls to the workers -Training of the workers and users on occupational health and safety measures -Keeping incidence register at the site for reference purposes -Ensure there is proper first-aid kit in place to assist the injured workers -Make sure only authorized personnel operate sensitive machines -Sensitize workers on safety measures required during water pan excavation and maintenance phase -Restrict livestock and human movement inside the reservoir by fencing the site.	or PMC Public health	- Safety kits provided - No of trainings conducted - No of toilets constructed - No. of barazas conducted - Proportion of workers wearing face mask - No of hand washing sites - No. PPEs provided to workers - No. of workers using PPE	Environmental audit report - ESMMP implementation report - Incidence register - GRM register	construction period
	Risks of sexual exploitation and Increased HIV and Aids transmission in the area	-The Contractor shall institute HIV/AIDS awareness and prevention campaign amongst his workers for the duration of the contract, contracting and implementing organization, with preference for an organization already working on this issue in the Project area; -The campaign shall include the training of facilitators within the workers, information posters in more frequented areas in the campsite and public areas, availability of promotional material (T-shirts and caps, coordination with GBV prevention messages), availability of condoms (free), and theatre groups	All Workers Responsibility Contractor	- Number of Trainings on HIV/AIDs - Number of people trained on HIV/AIDS	-Training reports - Attendance register	Throughout construction phase
	Spread of COVID-19 amongst workers	-- The Contractors will develop a SOPs for managing the spread of Covid-19 during project execution and submit them for the approval of the Supervision Engineer and the Client before mobilization. The SOPs shall be in line with the World Bank guidance on COVID-19, Ministry of Health Directives and site-specific project conditions; -Mandatory provision and use of appropriate Personal	Contractor	- SOP(s) developed, - Number of trainings held - Number of PPEs distributed	- ESMMP implementation report - Sensitization reports - COVID-19 case register	Throughout construction phase

		Protective Equipment (PPE) shall be required for all project personnel including -Avoid concentrating of more than 15 workers at one location. Where two or more people are gathered, maintain social distancing at least 2 meters -All workers and visitors accessing worksites every day or attending meetings shall be subjected to rapid Covid-19 screening which may include temperature check and other vital signs; -The project shall put in place means to support rapid testing of suspected workers for covid-19; -Install hand-washing facilities with adequate running water and soap, or sanitizing facilities at entrance to work sites including consultation venues and meetings and ensure they are used; -Ensure routine sanitization of shared social facilities and other communal places routinely including wiping of workstations, door knobs, hand rails etc;		- Number of public education and sensitization materials distributed etc;		
	Spread of COVID-19 amongst community members during consultations processes	-Electronic means of consulting stakeholders and, holding meetings, whenever possible, shall be encouraged whenever feasible. One-on-one engagements for the PAPs while observing social distance and adhering to PPE wearing shall be enforced; -Avoid concentrating of more than 15 community members at one location. Where two or more people are gathered, maintain social distancing at least 2 meters - Provision of PPEs for the team carrying out engagements within the communities on one-on-one basis -Hold meetings in small groups, mainly in form of FGDs if permitted depending on restrictions in place and subject to strict observance of physical distancing and limited duration. -In situations where online interaction is challenging, disseminate information through digital platform (where available) like Facebook and WhatsApp & Chat groups.	Contractor	-SOP(s) developed - Number of trainings held - Material, PPE, sanitizing facilities, - Number of public education and sensitization materials distributed etc;	- ESMMP implementation report - Sensitization reports - Community feedback - COVID-19 case register	Throughout construction phase
	Delay in Project implementation due to opposition from aggrieved	-Adequate community engagement and public participation by the project proponent -Community sensitization on the project processes and need for community support to ensure project community	PMC, local leaders Contract	-No. of community sensitizations meetings held	-Public participation reports -Attendance	Throughout construction phase

	community members	ownership -Establishment of project management committee to address community grievances at community level -Awareness creation on the existence of GRM structures and the process in order to ensure grievances arising from the project are addressed effectively	or(s), Proponent	- No. of PMC meetings with community - No. of grievances recorded and resolved	list -GRM register -PMC reports and minutes	
	Labor Influx	-The contractor awarded the Project will develop a labor Management Plan (LMP) in consultation with local leaders. -The contractor will ensure effective community engagement and strong grievance mechanisms on matters related to labor, including sexual exploitation and abuse -Effective contractual obligations for the contractor to adhere to the mitigation of risks against labor influx, the contractor should engage a local community liaison person. -The contractor will ensure proper records of labor force on site while avoiding child and forced labor -The contractor will ensure comply to provisions of Work Place Injuries and Benefits Act (WIBA) 2007 -The contractor shall require his/her employees, sub-contractors, sub-consultations and any personnel thereof engaged in construction works to individually sign and comply with a Code of Conduct, with specific prevision on protection from sexual exploitation and abuse	Contractor Supervising Engineer PMC and local leaders	-Availability of grievance redress mechanism, -Number community engagement meetings held -No. of grievance cases recorded and resolved -Number of beneficiaries engaged	-LMP implementation report -Community feedback - GRM register -Records of all the workers engaged with all the necessary information.	- Throughout construction phase
	Gender Inclusivity in Project activities	-The contractor will mainstream Gender Inclusivity in hiring of workers and entire Project Management as required by Gender Policy 2011 and 2/3 Gender Rule. -The existing community structures headed by location chiefs should be involved in local labor hire, emphasize the requirement of hiring women, youth and people with disability and VMGs -Special provisions for reporting and addressing any GBV risks at the community level (i.e. backlash in the home) related to employment of women -Protecting Human Risk Areas Associated with, Disadvantaged Groups, interfering with Participation Rights and interfering with Labor Rights -To include promotion of human rights, including gender equality and equity in Employee's CoC	Contractor Supervising Engineer PMC/community leaders (area chiefs) Proponent	-No. of women and Men employed by the Project	- Records of employees GRM register	Throughout construction phase

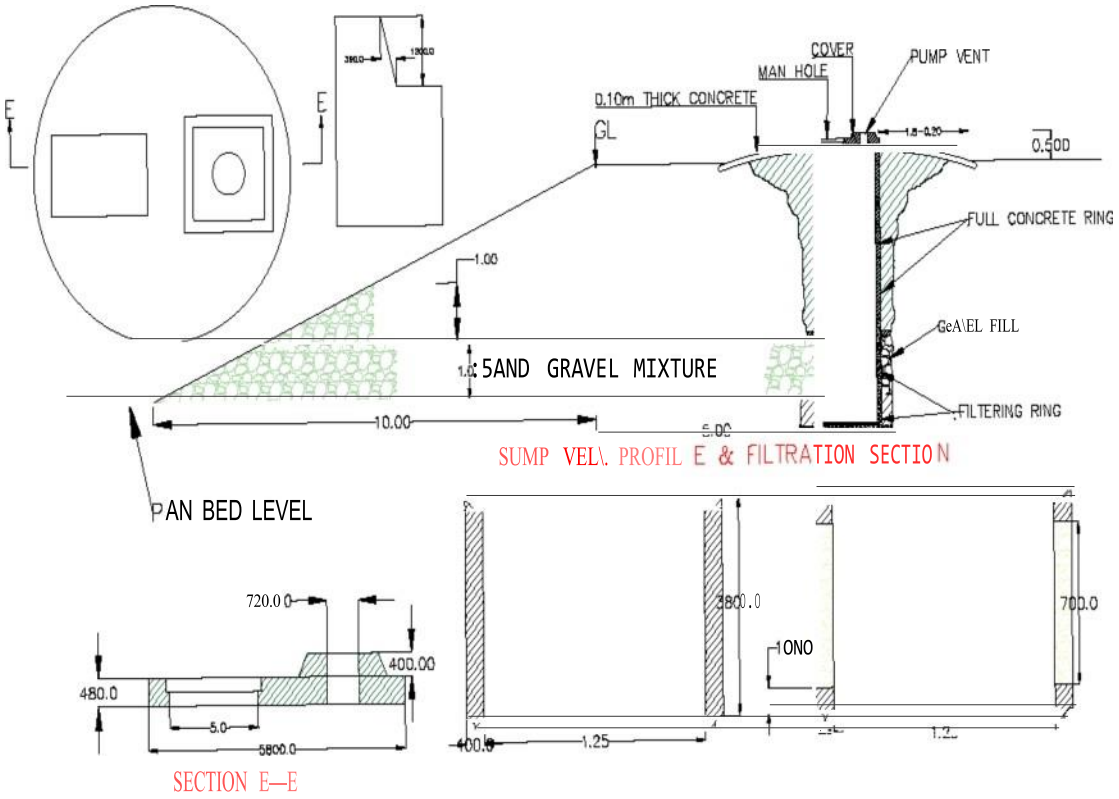
	Children abuse impacts	-The contractor will develop and implement a Children Protection Strategy that will ensures minors are protected against negative impacts associated by the Project. -All staff of the contractor must sign, committing themselves towards protecting children, which clearly defines what is and is not acceptable behavior -Children under the age of 18years should not be hired on site as provided by Child Rights Act (Amendment Bill) 2014	Contractor Site Engineer, Local community leaders CESSCO	-Number of cases reported involving abuse of children	-Records of all the employees and the respective ages	Throughout construction phase of the project
	Gender-based violence at the community level	-The contractor will implement provisions that ensure that gender-based violence at the community level is not triggered by the Project, including: -Effective and on-going community engagement and consultation, particularly with women and girls; -Review of specific project components that are known to heighten GBV risk at the community level, e.g. compensation schemes for women, employments schemes for women, etc.; -Specific plan for mitigating these known risks, e.g. sensitization around gender-equitable approaches to compensation and employment -Establishment of GBV reporting desk where female gender will be in charge in order to encourage women to report such cases against them.	The contractor, the proponent GBV Expert	-Mitigation plan for GBV occurring at the community level as a result of project implementation -Number of GBV cases happening at the community level that receive survivor-centered referral and care	-GBV report -ESMMP implementation report	Throughout construction phase
	Sexual Exploitation and Abuse by project workers against community members	-Develop and implement a SEA action plan with an Accountability and Response Framework as part of the C-ESMMP. The SEA action plan will follow guidance on the World Bank's Good Practice Note for Addressing Gender-based Violence in Investment Project Financing involving Major Civil Works (Sept 2018). -The SEA action plan will include how the project will ensure necessary steps are in place for: -Prevention of SEA: including COCs and ongoing sensitization of staff on responsibilities related to the COC and consequences of non-compliance; project-level IEC materials; -Response to SEA: including survivor-centered	Contractor proponent PMC	-SEA Action Plan -Code of Conduct developed for the workers -Number of staff trainings -Community Liaison trained in PSEA -IEC materials for workers'	-GRM Register -SEA incidence report	Throughout the construction phase

		coordinated multi-sectoral referral and assistance to complainants according to standard operating procedures; staff reporting mechanisms; written procedures related to case oversight, investigation and disciplinary procedures at the project level, including confidential data management; -Engagement with the community: including development of confidential community-based complaints mechanisms discrete from the standard GRM; mainstreaming of PSEA awareness-raising in all community engagement activities; community-level IEC materials; regular community outreach to women and girls about social risks and their PSEA-related rights; -Management and Coordination: including integration of SEA in job descriptions, employments contracts, performance appraisal systems, etc.; development of contract policies related to SEA, including whistle blower protection and investigation and disciplinary procedures; training for all project management; management of coordination mechanism for case oversight, investigations and disciplinary procedures; supervision of dedicated PSEA focal points in the project and trained community liaison officers.		sites and community -Discrete SEA reporting pathway -Relevant policies, e.g. investigations and discipline and whistleblowers protection -Monthly minutes from SEA coordination meetings		
Operation phase	**Environmental impact**					
	Changes in water quality of the impounded reservoir	-Fencing of the water pan to avoid direct entry of livestock into the water which may excrete in the water causing contamination of water and facilitate growth of algae in water -Protection of the catchment area in order to reduce the volume of soil drawn into the water reservoir -Training of project management committee on water pan maintenance -Testing of water every 3-4 months -Construction and maintenance of water troughs and tap stands outside the fence for animals and human respectively	PMC Proponent Technical department	-Area fenced -Number of trainings held for PMC -Number of Water quality test done	-ESMMP implementation report -EA report -Water quality test report -PMC training report	-The repair and maintenance are undertaken as the need arise however, water quality testing will be done yearly
	Social impacts					
	Introduction of disease vector problems,	-Removal of all the unwanted stagnant water in depressions around the water pan -Sensitization of the residents on the use of treated	PMC, PHO, Commu	-No of persons treated for water borne	-Ministry of health disease outbreak	-Annually

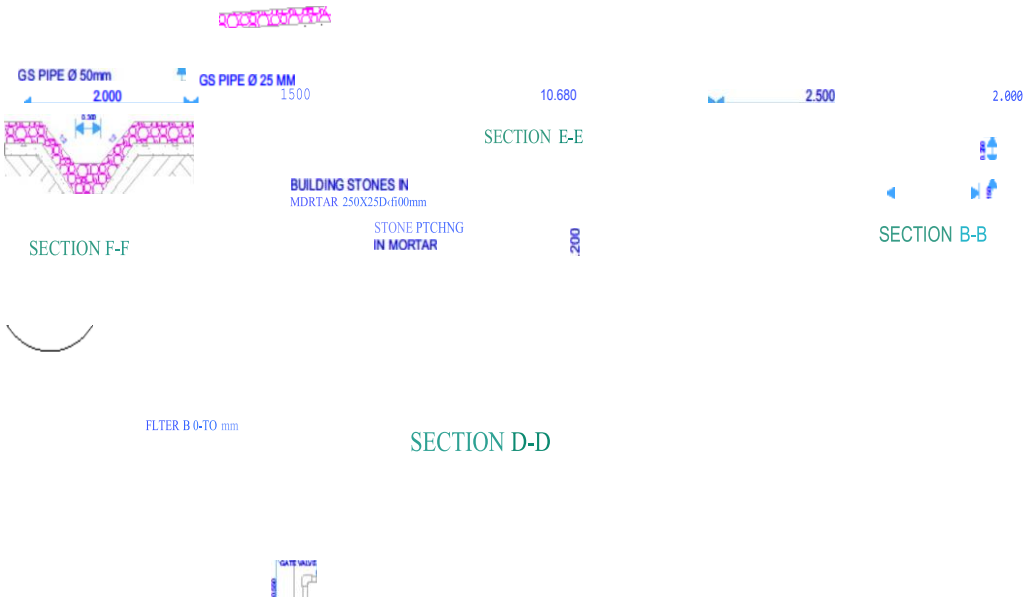
	Outbreak of waterborne diseases	of mosquito nets -Removal of unwanted bushes and shrubs that may act as breeding ground for mosquitoes -Removal of wastes that may provide breeding site for the mosquitoes	nity, Water Officers. -CECM - health	diseases -Number of community sensitization barazas held	report, Community sensitization report	
	Water Demand Conflicts	-The project management committee to create water use in order to control extraction of water from the pan by users during the dry season -Capacity building of PMC in order to be able to control and management the water pan to ensure sustainable utilization of the water pan -Establishment of water pan use and management bylaws for enforcement in collaboration with the local leaders, area chief and security agencies -Appropriate penalties and fines should be introduced in order to deter misuse and destruction of the water pan and other facilities	PMC Proponent Department of water services	-Number of trainings held -Bylaws established and in use -No. of grievances recorded -PMC training on conflict, prevention management and resolution	-GRM register -PMC report/minutes Operational community bylaws -Training reports	-Training of PMC and development of bylaws to be done before project handover to community -Water use control schedules to be developed by PMC seasonally especially during dry seasons as the demand for water increases
	Sustainability of the Project	-Capacity building of project management committee for proper running and management of the project for and on behalf of the beneficiary community and other users -Training and capacity building of the PMC on best management practices and catchment protection and conservation -Proper water pan fence maintenance and repair in case of damage -Proper maintenance of other project facilities such as sanitation facilities, animal water troughs, community water stand etc. -Participatory management of the project where all the relevant stakeholders are involved in making important decisions regarding management and running of the water	Proponent, Department of water services, PMC	-Number of trainings for PMC -Number of Minutes of PMC meetings -Revenue generated through fees and fines bylaws established and in use	-Public participation report - Functional PMC -PMC reports	Trainings and other capacity building activities for the PMC to be done before project is handed over to the community Repair of facilities to done as the need arises

		pan during operation -Collection of small fees from the users for the repair and maintenance of the project -PMC and the local leadership to liaise with other well-wishers'/ government agencies to mobilize resources for desilting of the water pan and other maintenance -Establishment of management bylaws specifying offences and relate fines for deterrence				
Decommissioning phase	Flooding downstream Erosion	-Multi-step release of water before water pan removal	PMC, Proponent	-Schedule of activities or decommissioning plan -Acreage of land restored -Number of PPEs provided	-Decommissioning plan - EA reports	-Over the decommissioning period as will be determined appropriate
	Loss of scenery due to change of visual scene	-proper refilling of the pan area -reseeding with the appropriate tree/grass species	PMC, Proponent			
	Possible injuries,	-use personal protective equipment during demolition and disposal of water pan accessories	PMC Proponent			
	Possible habitat for mosquitoes created due to housing of pockets of water and micro reservoirs.	-ensure no micro reservoirs created by complete leveling of the land mass. -Removal of stagnant waters from the area	PMC Proponent			
	Dumping of Waste	-Dump waste on an approved site, re-use organic waste.	Works supervisor			

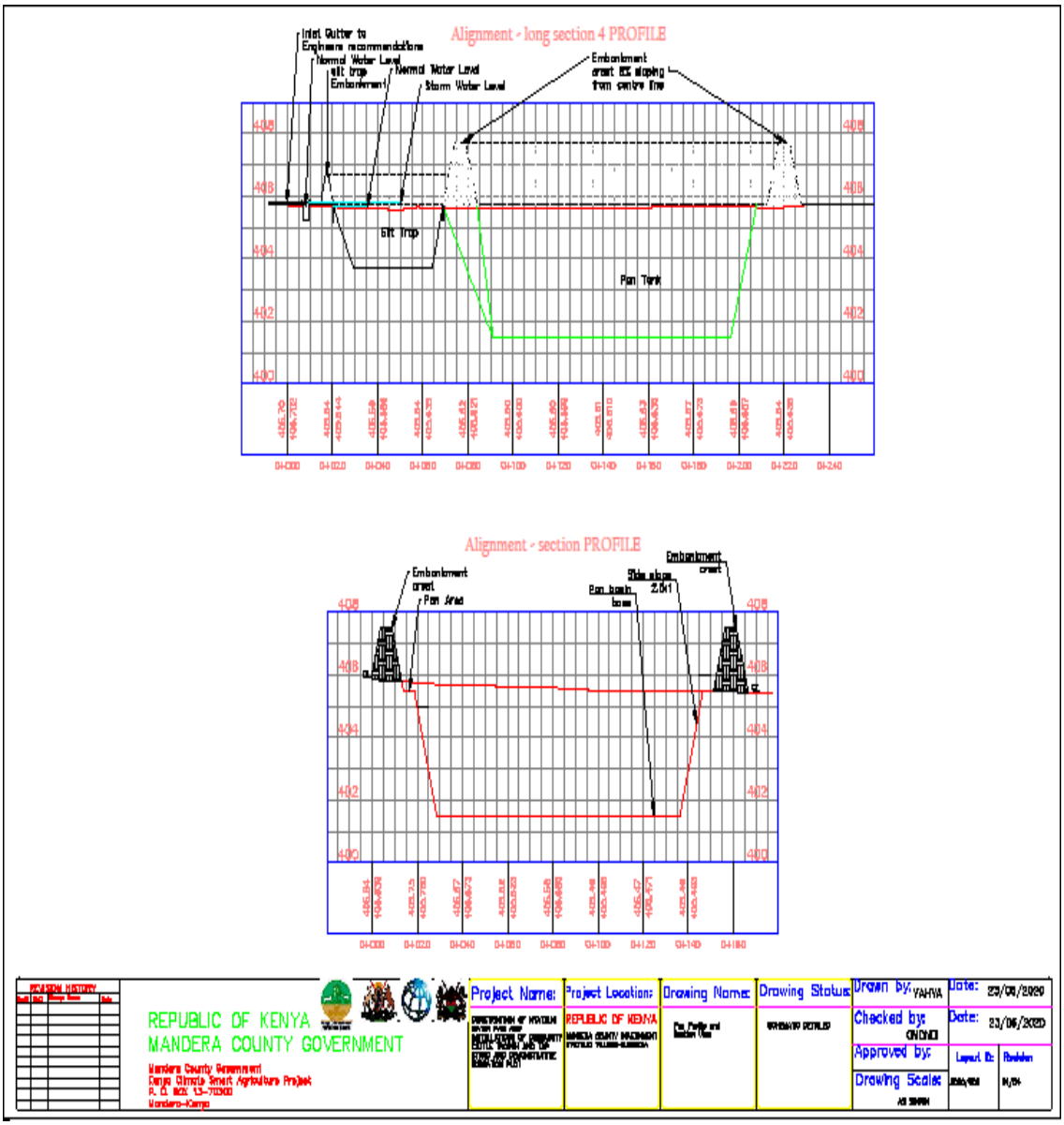
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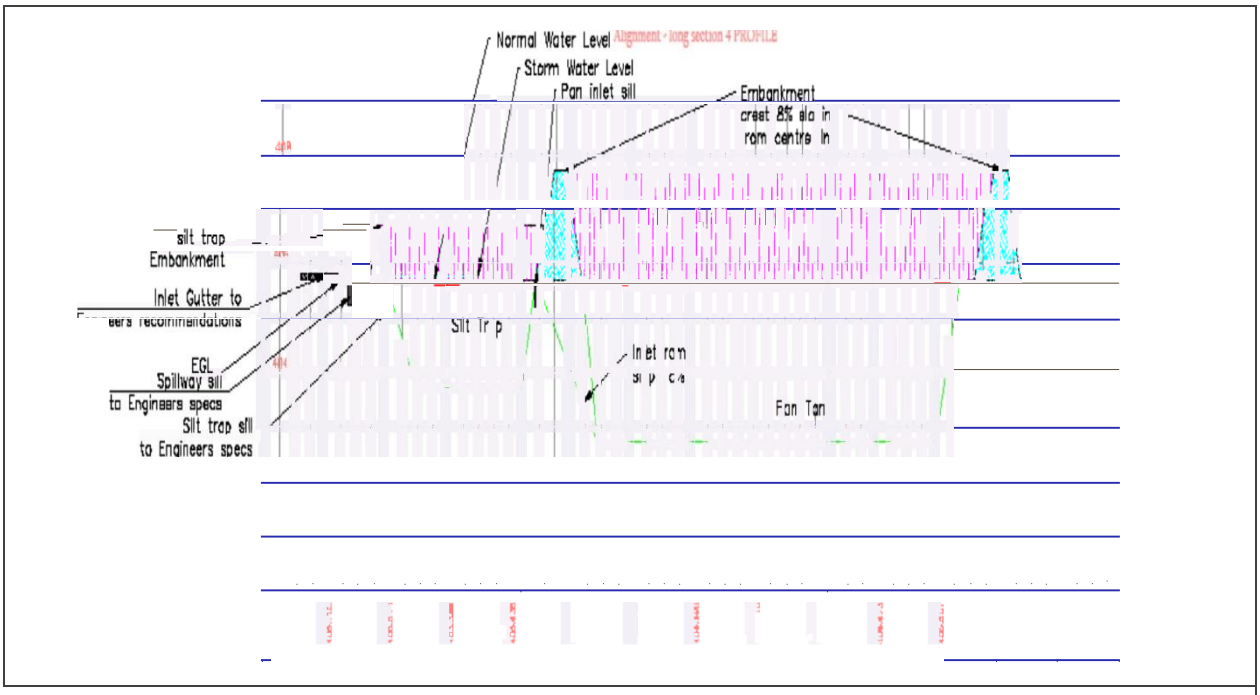


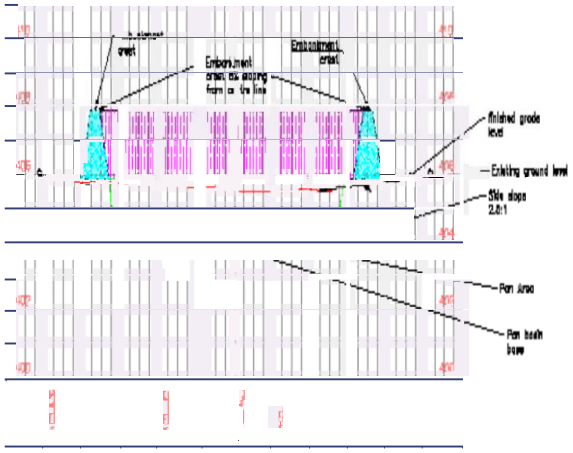
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Alignment - long section 4 PROFILE
Inlet Gutter to Engineers recommendations
Normal Water Level
silt trap Embankment
Normal Water Level
Storm Water Level
Embankment crest 0% sloping from centre line
Silt Trap
Pan Tank
Alignment - section PROFILE
Embankment crest
Pan Area
Side slope 2.0:1
Pan basin base
Embankment crest
REPUBLIC OF KENYA
MANDERA COUNTY GOVERNMENT
Mandera County Government
Kenya Climate Smart Agriculture Project
P. O. Box 13-70300
Mandera-Kenya
Project Name:
Project Location:
REPUBLIC OF KENYA
Drawing Name:
Drawing Status:
Drawn by: YAHYA
Date: 23/06/2020
Checked by: ENGINEER
Date: 23/06/2020
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Drawing Scale:
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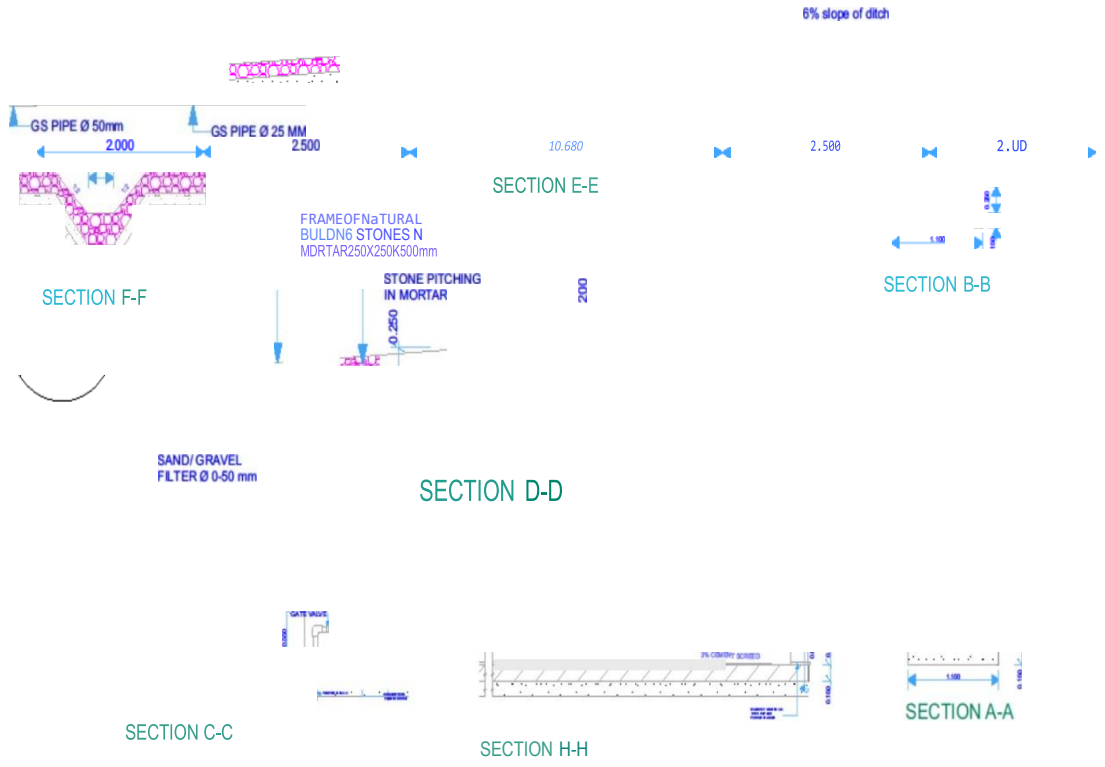
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Mandera County Government
Kenya Climate Smart Agriculture Project
P. O. BOX 13-70300
Mandera-Kenya

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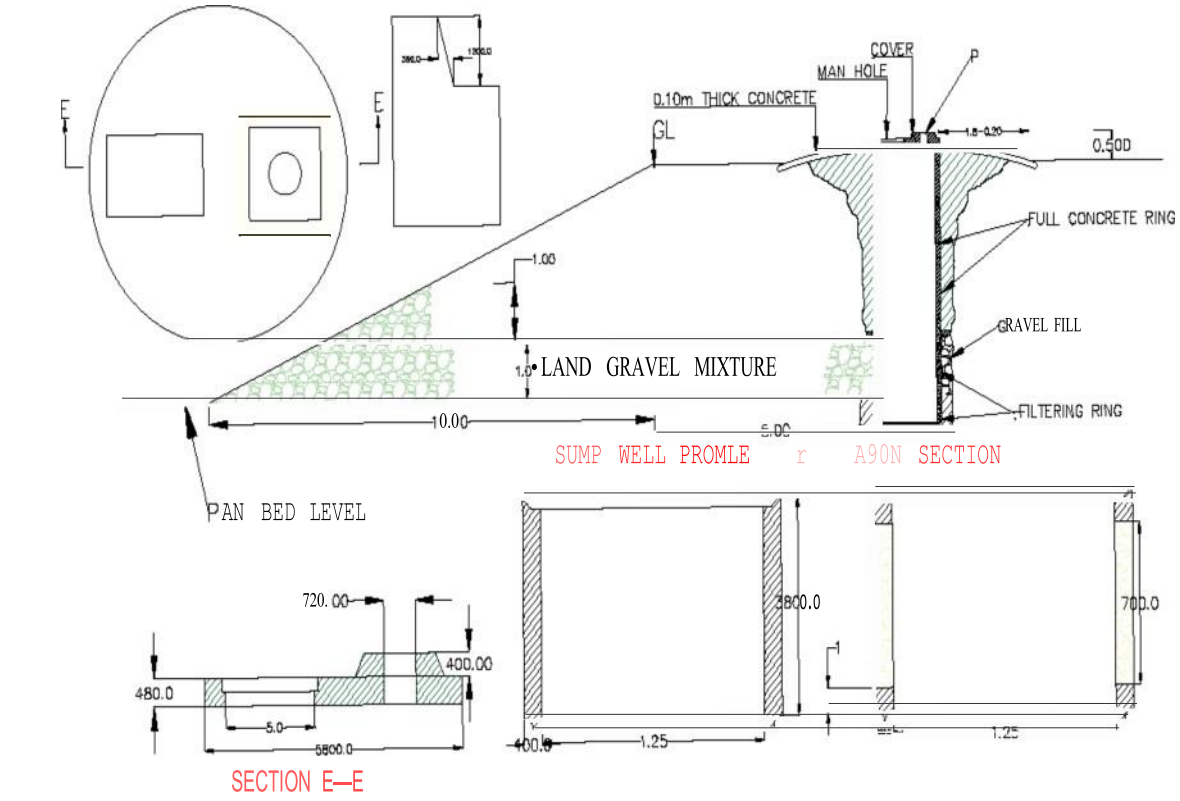
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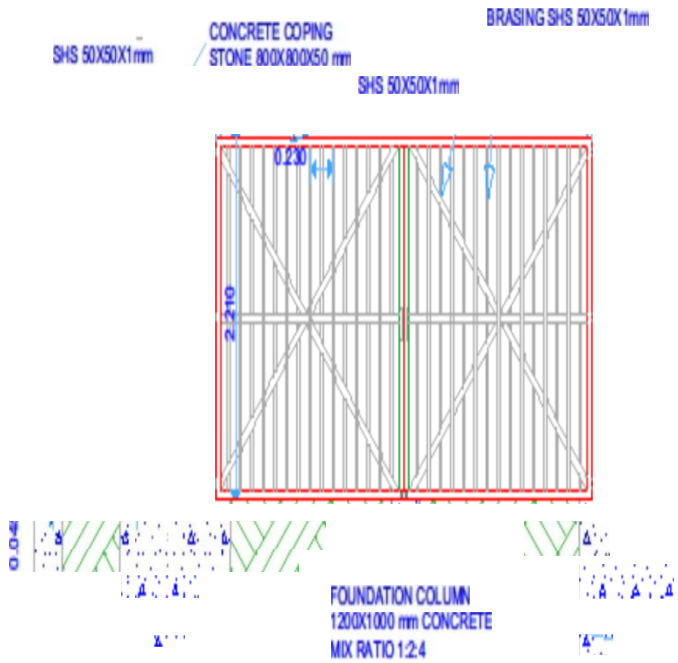


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		Checked by: OMONDI	Date: 23/06/2020		
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PROPOSEDSTEELGATE



FRONT VIEW

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DETAIL D 2



FOUNDATION
PLAN VIEW

REPUBLIC OF KENYA

CŒEBETDNOEVATLD
COMMUNITY WATER PAN

Kenya Climate Smart Agriculture Project
KCSAP-Sub Projects
P. O. BOX 13-70300
Mandera-Kenya

Designed by
Yahya

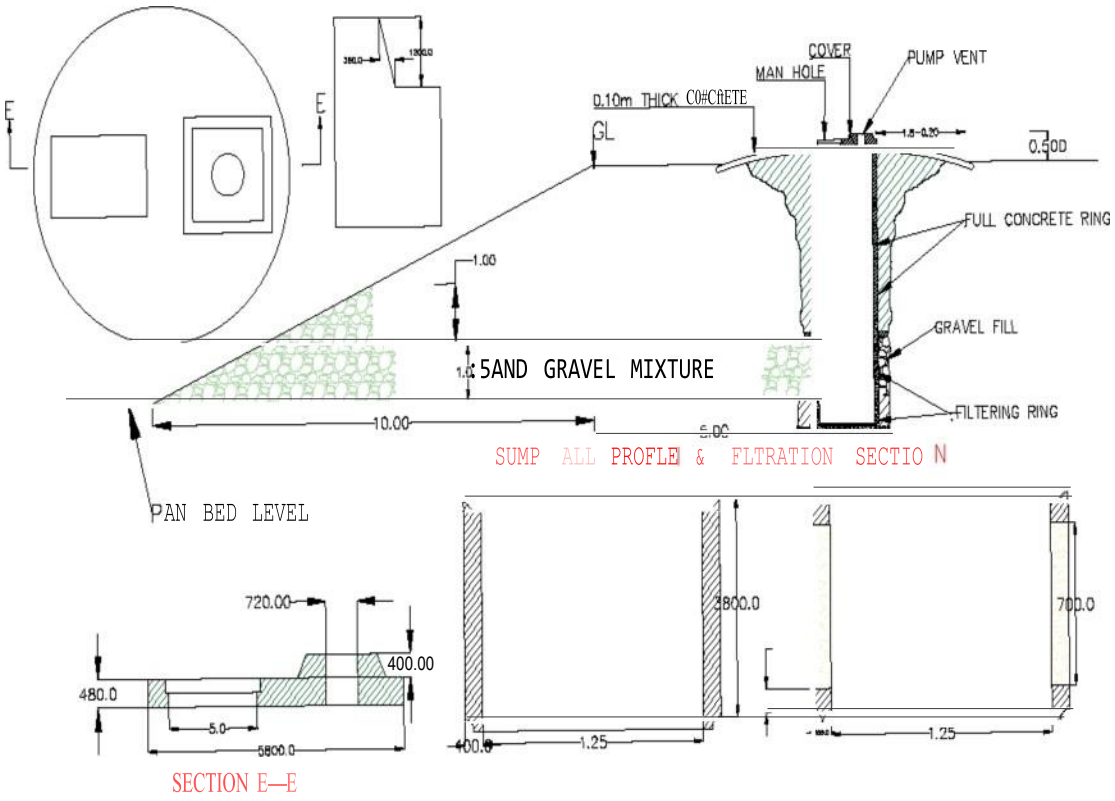
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Mandera County Government
Kenya Climate Smart Agriculture Project
P. O. BOX 13-70300

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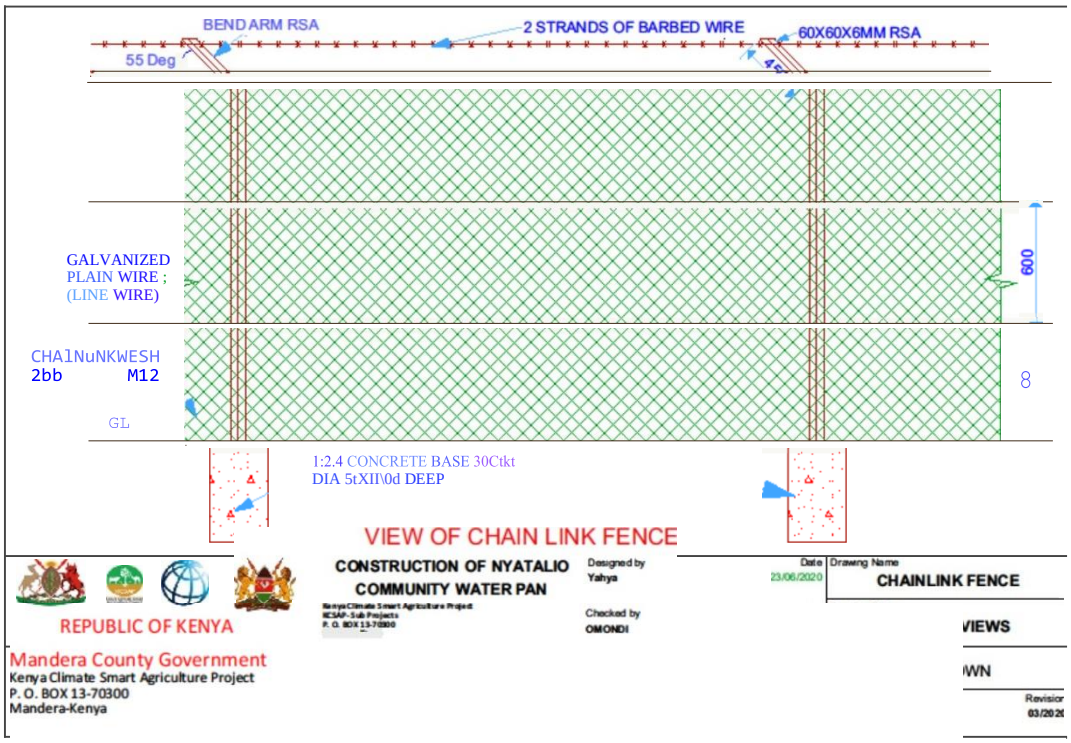


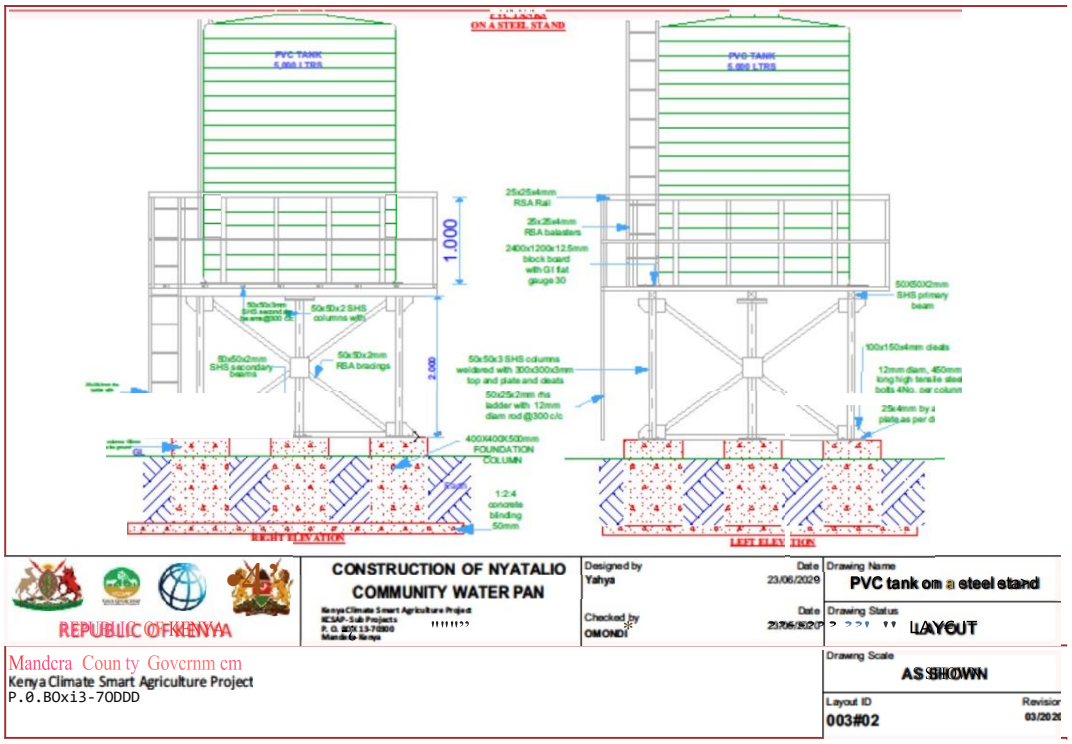
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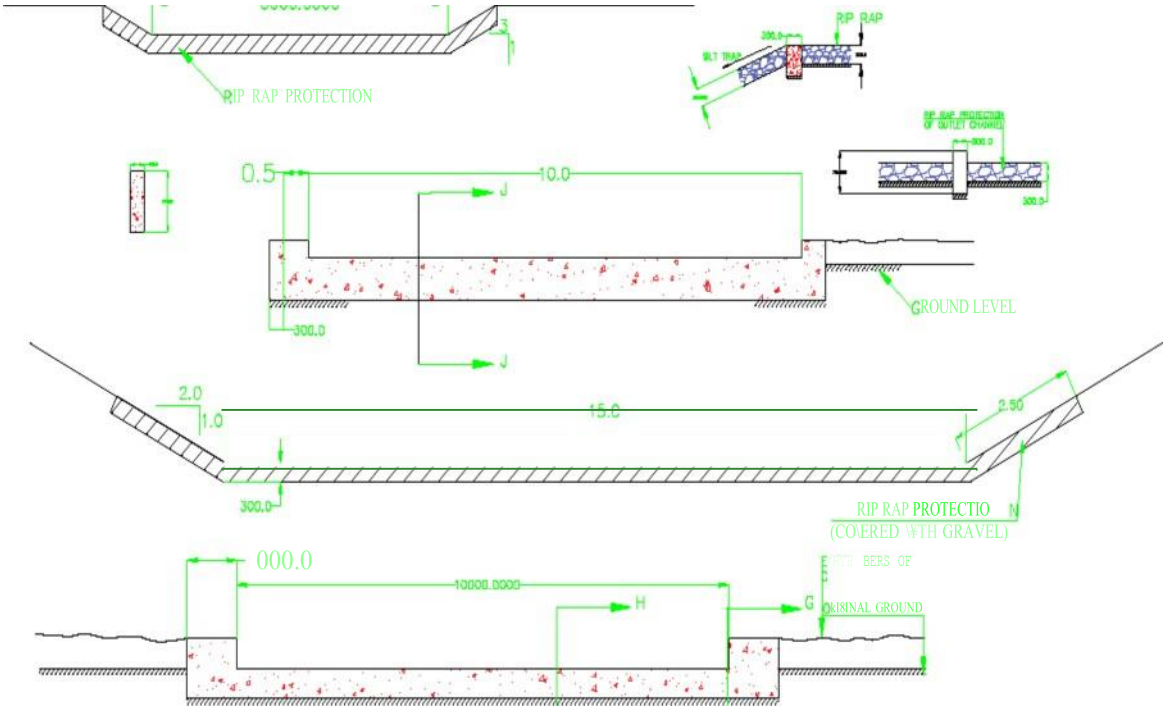
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BEND ARM RSA
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GALVANIZED
PLAIN WIRE ;
(LINE WIRE)
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CHAlNuNKWESH
2bb M12
8
GL
1:2.4 CONCRETE BASE 30Ctkt
DIA 5tXII\0d DEEP
VIEW OF CHAIN LINK FENCE
REPUBLIC OF KENYA
Mandera County Government
Kenya Climate Smart Agriculture Project
P. O. BOX 13-70300
Mandera-Kenya
CONSTRUCTION OF NYATALIO
COMMUNITY WATER PAN
Designed by
Yahya
Checked by
OMONDI
Date
23/06/2020
Drawing Name
CHAINLINK FENCE
VIEWS
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Revisior
03/202


ON A STEEL STAND
PVC TANK
5,000 LTRS
1,000
2,000
25x25x4mm
RSA Rail
25x25x4mm
RSA balusters
2400x1200x12.5mm
block board
with GI flat
gauge 30
50x50x2mm
SHS primary
beam
50x50x2 SHS
columns with
50x50x2mm
SHS secondary
beams
50x50x2mm
RSA bracings
50x50x3 SHS columns
welded with 300x300x3mm
top and plate and deals
50x25x2mm rhs
ladder with 12mm
diam rod@300c/c
100x150x4mm deals
12mm diam, 450mm
long high tensile steel
bolts 4No. per column
25x4mm by
plates per
400X400X500mm
FOUNDATION
COLUMN
1:2:4
concrete
blinding
50mm
RIGHT ELEVATION
LEFT ELEVATION
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Kenya Climate Smart Agriculture Project
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CONSTRUCTION OF NYATALIO
COMMUNITY WATER PAN
Designed by
Yahya
Checked by
OMONDI
Date
23/06/2020
Drawing Name
PVC tank on a steel stand
Drawing Status
LAYOUT
Drawing Scale
AS SHOWN
Layout ID
003#02
Revisior
03/202

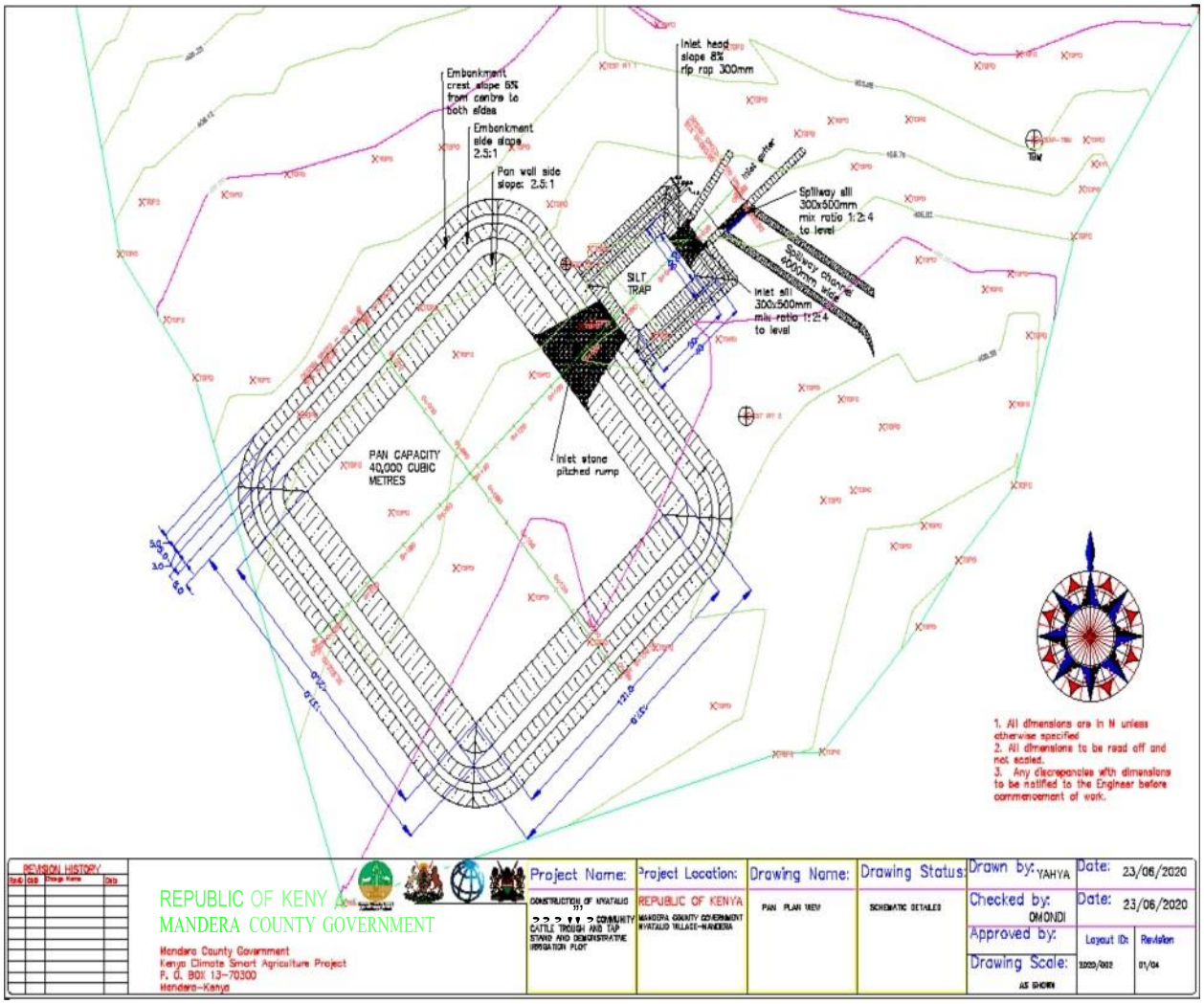


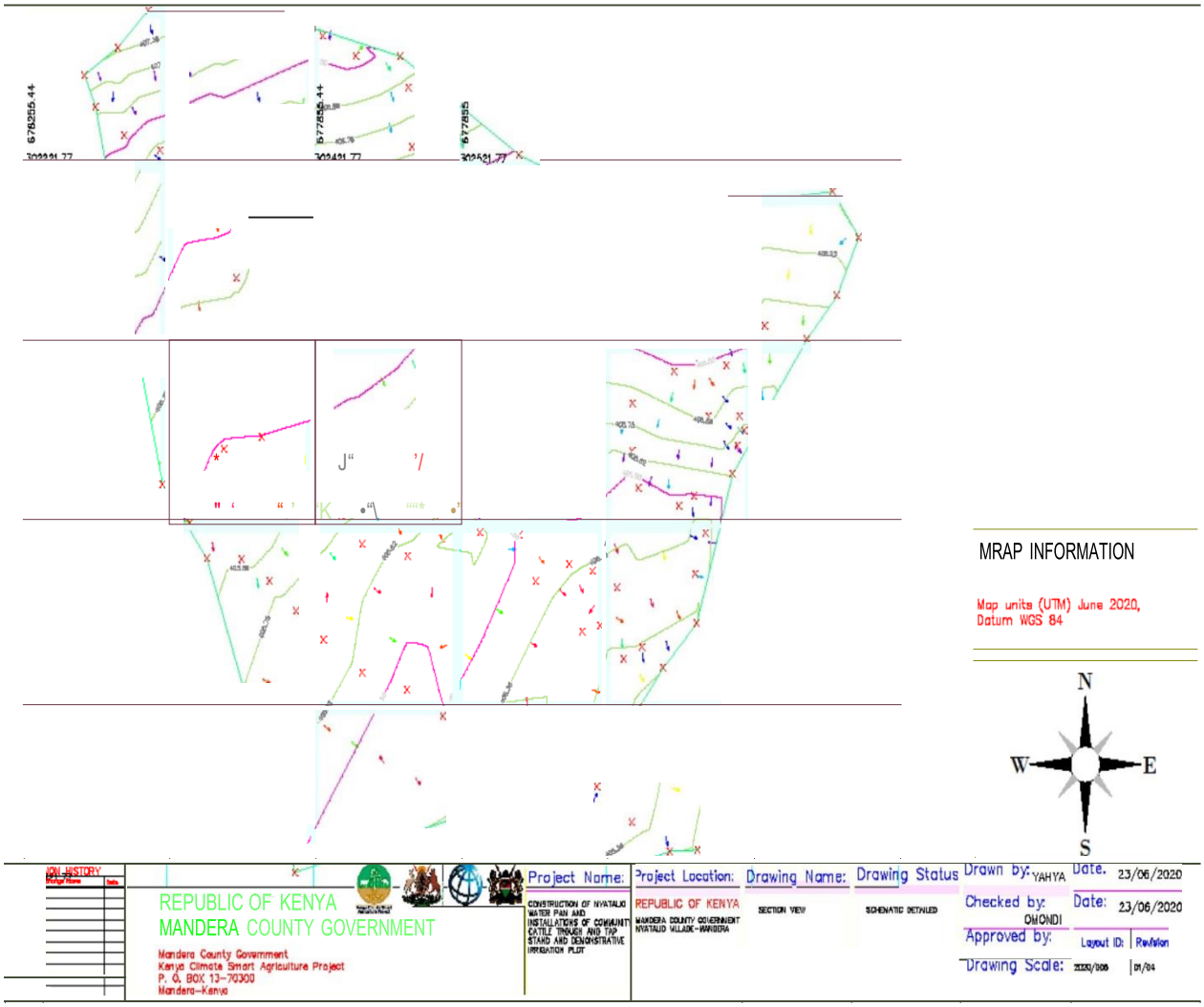
REVISION HISTORY

REPUBLIC OF KENYA
MANDERA COUNTY GOVERNMENT

Mandera County Government
Kenya Climate Smart Agriculture Project
P. O. BOX 13-70300
Mandera-Kenya

Project Name:	Project Location:	Drawing Name:	Drawing Status:	Drawn by: YAHYA	Date: 23/06/2020
CONSTRUCTION OF NYATALIO WATER PAN AND INSTALLATIONS OF COMMUNITY CATTLE TROUGH AND TAP STAND AND DEMONSTRATIVE IRRIGATION PLOT	REPUBLIC OF KENYA MANDERA COUNTY GOVERNMENT NYATALIO VILLAGE-MANDERA	SILL SECTION VIEW	SCHEMATIC DETAILED	Checked by: OWONDI	Date: 23/06/2020
				Approved by:	Layout ID: 2020/008 / Revision 01/04
				Drawing Scale: AS SHOWN	


Embankment crest slope 6% from centre to both sides
Embankment side slope 2.5:1
Pan wall side slope: 2.5:1
Inlet head slope 8% rip rap 300mm
Spillway sill 300x500mm mix ratio 1:2:4 to level
Spillway cliarnel 4000mm wide
SILT TRAP
Inlet sill 300x500mm mix ratio 1:2:4 to level
PAN CAPACITY 40,000 CUBIC METRES
Inlet stone pitched ramp
1. All dimensions are in M unless otherwise specified
2. All dimensions to be read off and not scaled.
3. Any discrepancies with dimensions to be notified to the Engineer before commencement of work.
REVISION HISTORY
REPUBLIC OF KENY
MANDERA COUNTY GOVERNMENT
Mandera County Government
Kenya Climate Smart Agriculture Project
P. O. BOX 13-70300
Mandera-Kenya
Project Name:
CONSTRUCTION OF NYATALIO ??? COMMUNITY CATTLE TROUGH AND TAP STAND AND DEMONSTRATIVE IRRIGATION PLOT
Project Location:
REPUBLIC OF KENYA
MANDERA COUNTY GOVERNMENT
NYATALIO VILLAGE-MANDERA
Drawing Name:
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Drawing Status:
SCHEMATIC DETAILED
Drawn by: YAHYA
Date: 23/06/2020
Checked by: OMONDI
Date: 23/06/2020
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REVISION HISTORY
REPUBLIC OF KENYA
MANDERA COUNTY GOVERNMENT
Mandera County Government
Kenya Climate Smart Agriculture Project
P. O. BOX 13-70300
Mandera-Kenya
Project Name:
CONSTRUCTION OF NYATALIO WATER PAN AND INSTALLATIONS OF COMMUNITY CATTLE TROUGH AND TAP STAND AND DEMONSTRATIVE IRRIGATION PLOT
Project Location:
REPUBLIC OF KENYA
MANDERA COUNTY GOVERNMENT
NYATALIO VILLAGE-MANDERA
Drawing Name:
SECTION VIEW
Drawing Status
SCHEMATIC DETAILED
Drawn by: YAHYA
Date: 23/06/2020
Checked by: OMONDI
Date: 23/06/2020
Approved by:
Layout ID:
Revision
Drawing Scale:
01/04

Supplementary Information

PART 3 – Conditions of Contract and Contract Forms

Section VIII. General Conditions of Contract

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

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

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

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General Conditions of Contract

A. General

1. Definitions 1.1 Boldface type is used to identify defined terms.

(a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

(b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.

(c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.

(d) Bank means the financing institution **named in the PCC**.

(e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

(f) Compensation Events are those defined in GCC Clause 42 hereunder.

(g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.

(h) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain theWorks. 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 Sub-Clause 34.1 and calculated from the Completion Date.

(q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

(r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.

(s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

(t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

(u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

(v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only bythe Project Manager by issuing an extension of time or an acceleration order.

(w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

(x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

(y) The Project Manager is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and

administering the Contract.

(z) PCC means Particular Conditions of Contract. (aa)

The Site is the area **defined as such in the PCC**.

(bb) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

(cc) Specification means the Specification of the Works included in the Contract and any modification or additionmade or approved by the Project Manager.

(dd) The Start Date is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

(ee) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

(ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

(gg) A Variation is an instruction given by the Project Manager which varies the Works.

(hh) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.

2. Interpretation

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 normalmeaning 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,[17] 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

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

Contractor's obligations.

8. Other Contractors

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

9. Personnel and Equipment

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

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

10. Employer's and 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 whichare 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.

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. Safety and Protection of the Environment

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

18.2 Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise

and other results of his operations.

19. Discoveries

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructionsfor 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 The Contractor shall permit and shall cause its Subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 25.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank'sinspection and audit rights provided for under Sub-Clause 22.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

23. Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt

of such request.

23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

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. Corrupt and Fraudulent Practices

25.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices 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.

B. Time Control

26. Program

26.1 Within the time **stated in the PCC**, after the date of the Letter of

Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

26.2 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.

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the PCC.** If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment afterthe date on which the overdue Program has been submitted. Inthe case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

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

27. Extension of the Intended Completion Date

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

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

28. Acceleration

28.1 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 fromthe Contractor. If the Employer accepts these proposals, the

Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

28.2 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.

29. Delays Ordered by the Project Manager

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

30. Management Meetings

30.1 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.

30.2 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 Managereither at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

31. Early Warning

31.1 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.

31.2 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

32. Identifying Defects

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

Manager considers may have a Defect.

33. Tests

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

34. Correction of Defects

34.1 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.

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

35. Uncorrected Defects

35.1 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

36. Contract Price[18]

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

37. Changes in the Contract Price[19]

37.1 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

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

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

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

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

of the Employer.

37.2 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.

38. Variations

38.1 All Variations shall be included in updated Programs[20] produced by the Contractor.

38.2 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 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.

38.3 If the Contractor's quotation is unreasonable, the ProjectManager may order the Variation and make a change to theContract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

38.4 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.

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

38.6 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 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 formof new rates for the relevant items of work. [21]

39. Cash Flow Forecasts

39.1 When the Program,[22] 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

[20] In lump sum contracts, add "and Activity Schedules" after "Programs."
[21] In lump sum contracts, delete this paragraph.
[22] In lump sum contracts, add "or Activity Schedule" after "Program."

rates.

40. Payment Certificates

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

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

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

40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.[23]

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

40.6 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.

41. Payments

41.1 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 whichthe 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 aremade.

41.2 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.

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

[23] 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."

41.4 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 deemedcovered by other rates and prices in the Contract.

42. Compensation Events

42.1 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 foundto 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 theLetter 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.

42.2 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.

42.3 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.

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

43. Tax

43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change inthe amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

44. Currencies

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

45. Price Adjustment

45.1 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:

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

where:

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

A_c and B_c are coefficients[24] **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."

45.2 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.

46. Retention

46.1 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.

46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 51.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

47. Liquidated Damages

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

47.2 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 byadjusting 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

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

Sub-Clause 41.1.

48. Bonus

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

49. Advance Payment

49.1 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.

49.2 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.

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

50. Securities

50.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC,** by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date ofissue of the Completion Certificate in the case of a Performance Bond.

51. Dayworks

51.1 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.

51.2 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.

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

52. Cost of Repairs

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

E. Finishing the Contract

53. Completion

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

54. Taking Over

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

55. Final Account

55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct andcomplete. 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 afterit has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

56. Operating and Maintenance Manuals

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

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 56.1**,** or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

57. Termination

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

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

57.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

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

57.5 If the Contract is terminated, the Contractor shall stop work

immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

58. Payment upon Termination

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

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

59. Property

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

60. Release from Performance

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

61. Suspension of Bank Loan or Credit

61.1 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 it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.

APPENDIX A

TO GENERAL CONDITIONS
Bank's Policy- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services underIBRD 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.[25] 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;[26];

(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;[27]

(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;[28]

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party toinfluence improperly the actions of a party;[29]

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

26 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.

27 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.

28 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.

(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,[30] including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated[31];

(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

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

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

31 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."

APPENDIX B

Environmental, Social, Health and Safety (ESHS)

Metrics for Progress Reports

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

Metrics for regular reporting:

a. environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;

health and safety incidents, accidents, injuries and all fatalities that require treatment;

interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);

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).

health and safety supervision:

safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;

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);

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.;

actions taken to recommend/require improved conditions, or to improve conditions.

HIV/AIDS: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);

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);

training:

i. number of new workers, number receiving induction training, dates of induction training;

ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;

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

iv. number and date of GBV /SEA sensitization and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.

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.

Grievances: list new grievances (e.g. allegations of GBV / SEA) received in the reporting period and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):

i. Worker grievances;

ii. Community grievances

Traffic and vehicles/equipment:

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

ii. accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;

iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).

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.

compliance:

i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;

ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

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

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

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

Section IX. Particular Conditions of Contract

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

A. General	
GCC 1.1 (d)	The financing institution is: WORLB BANK
GCC 1.1 (s)	The Employer is *[Department of Agriculture, Irrigation, Livestock and Fisheries-Kenya Climate Smart Agriculture Project P.O. Box 13 Mandera,]*.
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be *[June 2022]* *[If different dates are specified for completion of the Works by section ("sectional completion" or milestones), these dates should be listed here]*
GCC 1.1 (y)	The Project Manager is *[insert name, address, and name of authorized representative]*.
GCC 1.1 (aa)	The Site is located at *[Kutulo Sub County]* and is defined in drawings No. *[insert numbers]*
GCC 1.1 (dd)	The Start Date shall be *[4th August, 2021]*.
GCC 1.1 (hh)	The Works consist of *PROPOSED CONSTRUCTION OF 50,000M3 EARTH PAN AT NYATALIO IN KUTULO SUB-COUNTY*
GCC 1.1 (ii)	The following is added as GCC 1.1. (ii) "ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.
GCC 2.2	Sectional Completions are: *[insert nature and dates, if appropriate]*
GCC 2.3(i)	The following documents also form part of the Contract: *[list the following and any other relevant documents]* (i) the ESHS Management Strategies and Implementation Plans; and

	Code of Conduct (ESHS).
GCC 3.1	The language of the contract is *[insert name of the language: English]*. The law that applies to the Contract is the law of *[Kenya]*.
GCC 5.1	The Project manager *[may or may not]* delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: *[insert Schedule of Other Contractors, if appropriate]*
GCC 9.1	**Key Personnel** GCC 9.1 is replaced with the following: 9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Particular Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carryout the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. [insert the name/s of each Key Personnel agreed by the Employer prior to Contract signature.]
GCC 9.2	**Code of Conduct (ESHS)** The following is inserted at the end of GCC 9.2: "The reasons to remove a person include behavior which breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender based violence, (GBV), sexual exploitation or abuse, illicit activity or crime)."
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: *[insert amounts]*. (b) For loss or damage to Equipment: *[insert amounts]*. (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract *[insert amounts]*. (d) for personal injury or death: (i) of the Contractor's employees: *[amount]*.

	(ii) of other people: *[amount]*.
GCC 14.1	Site Data are: *[list Site Data]*
GCC 16.1 (add new 16.2)	**ESHS Management Strategies and Implementation Plans** The following is inserted as a new sub-clause 16.2: "**16.2** The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Project Manager is satisfied that appropriate measuresare in place to address environmental, social, health and safety risks and impacts. At a minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, on a continuing basis, for the Project Manager's prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively comprise the Contractor's Environmental andSocial Management Plan (C-ESMP). The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved C- ESMP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Project Manager."
GCC 20.1	The Site Possession Date(s) shall be: *[insert location(s) and date(s)]*
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: *[insert name of Authority]*.
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: *[insert hourly fees and reimbursable expenses]*.
GCC 24.4	*[For smaller contracts, the institution is usually from the* Employer*'s country. For larger contracts, and contracts that are likely to be awarded to international contractors, it is recommended that the arbitration procedure of an international institution]* Institution whose arbitration procedures shall be used: ……

	[For larger contracts with international contractors, it is recommended to select one institution among those listed below; insert the corresponding wording] ***"United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:*** Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as atpresent in force." or ***"Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC):*** All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules." or ***"Rules of Arbitration Institute of the Stockholm Chamber of Commerce:*** Any dispute, controversy, or claim arising out of or in connection with this Contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce." or ***"Rules of the London court of International Arbitration:*** Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity, or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause." The place of arbitration shall be: *[Insert city and country]*
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within *[number]* days from the date of the Letter of Acceptance.
GCC 26.2	**ESHS Reporting**

	Inserted at the end of GCC 26.2 "In addition to the progress report the Contractor shall also provide a report on the Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix B. In addition to Appendix B reports, the Contractor shall also provide immediate notification to the Project Manager of incidents inthe following categories. Full details of such incidents shall be provided to the Project Manager within the timeframe agreed with the ProjectManager. (a) confirmed or likely violation of any law or international agreement; (b) any fatality or serious (lost time) injury; (c) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary) (d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or (e) any allegation of gender based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse, or defilement, or other violations involving children.
GCC 26.3	The period between Program updates is *[insert number]* days. The amount to be withheld for late submission of an updated Program is *[insert amount]*.
C. Quality Control	
GCC 34.1	The Defects Liability Period is: *[insert number]* days. *[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]*
D. Cost Control	
GCC 38.2	At the end of 38.2 add after the first sentence: "The Contractor shall also provide information of any ESHS risks and impacts of the Variation."
GCC 40	Add new GCC 40.7: "40.7 if the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or

	obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has beencompleted. Failure to perform includes, but is not limited to thefollowing: (i) failure to comply with any ESHS obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features,air pollution as a result of unauthorized and/or inefficient combustion; (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts; (iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization; (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities; (v) failure to submit ESHS report/s (as described in Appendix C), or failure to submit such reports in a timely manner; (vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).
GCC 44.1	The currency of the Employer's country is: *[insert name of currency of the* Employer*'s country]*.
GCC 45.1	The Contract *[insert "is" or "is not"]* subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients *[specify "does" or "does not"]* apply. *[Price adjustment is mandatory for contracts which provide for time of completion exceeding 18 months]* The coefficients for adjustment of prices are:

	(a) For currency *[insert name of currency]*: (i) *[insert percentage]* percent non adjustable element (coefficient A). (ii) *[insert percentage]* percent adjustable element (coefficient B). (b) For currency *[insert name of currency]*: (i) *[insert percentage]* percent non adjustable element (coefficient A). (ii) *[insert percentage]* percent adjustable element (coefficient B). The Index I for local currency shall be *[insert index]*. The Index I for the specified international currency shall be *[insert index]*. *[These proxy indices shall be proposed by the Contractor, subject to acceptance by the* Employer*]* The Index I for currencies other than the local currency and the specified international currency shall be *[insert index]*. *[These proxy indices shall be proposed by the Contractor, subject to acceptance by the* Employer.*]*
GCC 46.1	The proportion of payments retained is: *[insert percentage]* *[The retention amount is usually close to 5 percent and in no case exceeds 10 percent.]*
GCC 47.1	The liquidated damages for the whole of the Works are *[insert percentage of the final Contract Price]* per day. The maximum amount of liquidated damages for the whole of the Works is *[insert percentage]* of the final Contract Price. *[Usually liquidated damages are set between 0.05 percent and 0.10 percent per day, and the total amount is not to exceed between 5 percent and 10 percent of the Contract Price. If Sectional Completion and Damages per Section have been agreed, the latter should be specified here]*
GCC 48.1	The Bonus for the whole of the Works is *[insert percentage of final Contract Price]* per day. The maximum amount of Bonus for the whole of the Works is *[insert percentage]* of the final Contract Price. *[If early completion would provide benefits to the* Employer*, this clause should remain; otherwise delete. The Bonus is usually numerically equal to the liquidated damages.]*
GCC 49.1	The Advance Payments shall be: *[insert amount(s)]* and shall be paid to the

	Contractor no later than *[insert date(s)]*.
GCC 50.1	An Environmental, Social, Safety and Health (ESHS) Performance Security ['*shall' or 'shall not', choose either option consistent with the BDS*] be provided to the Employer.] [If an ESHS Security is required, replace GCC 50.1 with the following otherwise delete.] "GCC 50.1 is replaced with the following The Performance Security and an Environmental, Social, Safety and Health (ESHS) Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the PCC (for GCC 50.1). The Performance Security shall be issued by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The ESHS Performance Security shall be issued by a bank acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security and, if applicable, the ESHS Performance Security, shall be valid until a date 28 days from the dateof issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in thecase of a Performance Bond."
GCC 50.1	The Performance Security amount is *[insert amount(s) denominated in the types and proportions of the currencies in which the Contract Price ispayable, or in a freely convertible currency acceptable to the* Employer*]* (a) Performance Security – Bank Guarantee: in the amount(s) of *[insert related figure(s)]* percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount. (b) Performance Security – Performance Bond: in the amount(s) of *[insert related figure(s)]* percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount. (c) Environmental, Social, Safety and Health (ESHS) Performance Security - Bank Guarantee: in the amount(s) of *[insert related figure(s)]* percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount*]*. [**delete if not applicable**]. *[A **Bank Guarantee** shall be unconditional (on demand) (see Section X, Contract Forms). The ESHS Performance Security will normally be in the amount(s) of between 1% to 3% of the Accepted Contract Amount. The sum of the total "demand guarantees" (Performance Security and ESHS Performance Security) shall normally not exceed 10% of the Accepted*

	*Contract Amount. A **Performance Bond** is an undertaking by a bonding or insurance company (surety) to complete the construction in the event of default by the Contractor, or to pay the amount of the Bond to the* Employer. *An amount of 30 percent of the contract price is commonly used internationally for this type of security (see Section X, Contract Forms).]*
E. Finishing the Contract	
GCC 56.1	The date by which operating and maintenance manuals are required is *[insert date]*. The date by which "as built" drawings are required is *[insert date]*.
GCC 56.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is *[insert amount in local currency]*.
GCC 57.2 (g)	The maximum number of days is: *[insert number; consistent with Clause 47.1 on liquidated damages]*.
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is *[insert percentage]*.

Section X - Contract Forms

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

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Letter of Acceptance

[on letterhead paper of the Employer***]***

. . . . . ***[date]***. . . . . .

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

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

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

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

[Choose one of the following statements:]

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

[or]

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

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

(a) the Letter of Acceptance

(b) the Letter of Bid

(c) the addenda Nos_____(if any)

(d) the Particular Conditions

(e) the General Conditions of Contract, including Appendices;

(f) the Specification

(g) the Drawings

(h) Bill of Quantities; [32] and

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

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

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

Signed by:	Signed by: .....
for and on behalf of the Employer	for and on behalf the Contractor
in the presence of:	in the presence of: .....
Witness, Name, Signature, Address, Date	Witness, Name, Signature, Address, Date

Performance Security (Bank Guarantee)

Option 1: (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

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

Date: _ *[Insert date of issue]*

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand 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.

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

[2] *Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

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

_____
[signature(s)]

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

Performance Security (Performance Bond)

Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called "the Contractor") and *[insert name of Surety]* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of Employer]* as Obligee (hereinafter called "the Employer") in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of_____, 20_, for *[name of contract and briefdescription of Works]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a Bid or bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or

(3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, andassigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this_____day of_____20___.

SIGNED ON_____on behalf of _____

By_____in the capacity of _____

In the presence of _____

SIGNED ON_____on behalf of _____

By_____in the capacity of _____

In the presence of _____

Environmental, Social, Health and Safety (ESHS) Performance Security

ESHS Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: _ *[Insert date of issue]*

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

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

We have been informed that_____(hereinafter called "the Applicant") has entered into Contract No._____dated _____with the Beneficiary, for the execution of_____(hereinafter called "the Contract").

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

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

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

---

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

[2] *Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

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

_____
[signature(s)]

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

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

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

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

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

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

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

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

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

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

SAMPLE FORMAT:

Invitation for Bids

KENYA
PROPOSED CONSTRUCTION OF NYATALIO WATER PAN IN KUTULO WARD IN KUTULO SUB-COUNTY, MANDERA COUNTY
LOAN No./Credit No./ Grant No.:KE5594

Contract Title: PROPOSED CONSTRUCTION OF NYATALIO WATER PAN IN KUTULO WARD IN KUTULO SUB-COUNTY, MANDERA COUNTY

Reference No. TENDER NUMBER: MCG/MOALF/KCSAP/OT/01/2020-2021

RFB NO. KE-MANDERA COUNTY-244772-CW-RFB

1. The *GOVERNMENT OF KENYA has received* financing from the World Bank toward the cost of the KCSAP, and intends to apply part of the proceeds toward payments under the contract [33]for **PROPOSED CONSTRUCTION OF NYATALIO WATER PAN IN KUTULO WARD IN KUTULO SUB-COUNTY, MANDERA COUNTY**

2. The **MANDERA COUNTY GOVERNMENT** now invites sealed bids from eligible bidders for **PROPOSED CONSTRUCTION OF NYATALIO WATER PAN IN KUTULO WARD IN KUTULO SUB-COUNTY, MANDERA COUNTY**

3. Bidding will be conducted through the National Competitive Bidding procedures as specified in the World Bank's *Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers [insert correct title and date of applicable Guidelines edition as per legal agreement]* ("Procurement Guidelines"), and is open to all eligible bidders as defined in the Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 setting forth the World Bank's policy on conflict of interest.

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

4. Interested eligible bidders may obtain further information from MANDERA COUNTY GOVERNMENT- Directorate of Supply Chain Office, *County Project Coordinator-KCSAP* and inspect the bidding documents during office hours *at 800am* at the address given below *P.O BOX 13-MANDERA* [34].

5. A complete set of bidding documents in ENGLISH may be obtained from the County website: **www.mandera.go.ke** free of Charge..[35]

6. Bids must be delivered to the address below *at County Chief Officer Agriculture, MANDERA COUNTY GOVERNMENT, County Treasury: at the Tender Box*[36] on or before *31st August.2021 at 10:00am* Electronic bidding will *[will not]* bepermitted. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives and anyone who choose to attend at the address below *Department of Agriculture, Irrigation, Livestock and Fisheries County Head Quarters, Commissioners Compound,* on 31st *August, 2021*. At 10.00am.

7. All bids must be accompanied by a *"Bid Security" or "Bid-Securing Declaration," asappropriate* of Ksh.600, 000 *in case of a Bid Security*.

8. The address (es) referred to above is *County Chief Officer Agriculture, MANDERA COUNTY GOVERNMENT*.
P.O. BOX 13 Mandera
E-mail: kcsapmandera@gmail.com
Web site: **www.mandera.go.ke**

Validity of Tender: 120 Days
Site Visit: ***N/A***

[34] *The office for inquiry and issuance of bidding documents and that for bid submission may*

or may not be the same.

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

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