



Republic of Kenya

**Bidding Document for
Procurement of
BARICHO WELL FIELD PROTECTION WORKS
Volume 1 of 3**

NCB No: KE-CWSB-233052-CW-RFB

**Project Name: WATER AND SANITATION DEVELOPMENT
(WSDP)**

Credit No: KE 6030

Employer: COAST WATER WORKS DEVELOPMENT AGENCY (CWWDA)

Country: KENYA

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These Bidding Documents Consist of

- Volume 1 of 3 – Bidding Procedures Parts 1 & 3
- Volume 2 of 3 – Works Requirements Part 2 Specifications
- Volume 3 of 3 – Works Requirements Part 2 Book of Drawings

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PART 1 – Bidding Procedures

Section I – Instructions to Bidders

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Section I – Instructions to Bidders

A. General

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

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

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

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

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

JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS**, there is no limit on the number of members in a JV.

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

or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

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

has the ability to exercise influence or control over the enterprise or institution.

4.6 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid–Securing Declaration.

4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

**5. Eligible
Materials,
Equipment and
Services**

5.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer’s request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Bidding Document

**6. Sections of
Bidding
Document**

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

PART 1 Bidding Procedures

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

PART 2 Works Requirements

- Section VII - Works Requirements

PART 3 Conditions of Contract and Contract Forms

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

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

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Documents in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its bid all information and documentation as is required by the Bidding Documents.

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

7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. **If so specified in the BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.

7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 **If so specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) Letter of Bid in accordance with ITB 12;
 - (b) completed Schedules, in accordance with ITB 12 and 14: **as specified in the BDS**;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB 19.1;
 - (d) alternative bids, if permissible, in accordance with ITB 13;
 - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
 - (g) Technical Proposal in accordance with ITB 16;
 - (h) any other document **required in the BDS**.
- 11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

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

12. Letter of Bid and Schedules

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

13. Alternative Bids

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

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

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

13.4 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the BDS** and described in Section VII. Works Requirements. The method for their evaluation will be stipulated in Section III. Evaluation and Qualification Criteria.

14. Bid Prices and Discounts

14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Schedules shall conform to the requirements specified below.

14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV. Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered

by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.

14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.

14.5 **Unless otherwise provided in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.

14.6 If so specified in ITB 1.1, bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots (contracts) are opened at the same time.

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices¹ and the total bid price submitted by the Bidder.

15. Currencies of Bid and Payment

15.1 The currency(ies) of the bid and the currency(ies) of payments shall be as **specified in the BDS**.

15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable², in which

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."

case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

**16. Documents
Comprising the
Technical
Proposal**

16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

**17. Documents
Establishing the
Qualifications of
the Bidder**

17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

17.2 If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.

**18. Period of Validity
of Bids**

18.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Employer in accordance with ITB 8. A bid that is not valid until the date specified **in the BDS**, or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.

18.2 In exceptional circumstances, prior to the date of expiry of the bid validity, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for bid validity. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:

(a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.

(b) In the case of adjustable price contracts, no adjustment shall be made.

(c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

19.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security **as specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.

19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:

(a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);

(b) an irrevocable letter of credit;

(c) a cashier's or certified check; or

(d) another security specified in the BDS.

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

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

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

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

19.8 The bid security may be forfeited:

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

(b) if the successful Bidder fails to:

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

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

19.9 The bid security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally-enforceable JV, at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.

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

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

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

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

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it “ORIGINAL”. Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE”. In addition, the Bidder shall submit copies of the bid in the number **specified in the BDS**, and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Employer as **provided in the BDS** pursuant to ITB 22.1;
 - (c) bear the specific identification of this bidding process specified in accordance with BDS 1.1; and
 - (d) bear a warning not to open before the time and date for bid opening.

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

22. Deadline for Submission of Bids

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

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

23. Late Bids

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

24. Withdrawal, Substitution, and Modification of Bids

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

(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and

(b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

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

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

25. Bid Opening

- 25.1 Except in the cases specified in ITB 23 and 24, the Employer shall publicly open and read out in accordance with ITB 25.3 all bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be **as specified in the BDS**.
- 25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.
- 25.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a bid security, or Bid Securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. The Letter of Bid and the Bill of Quantities are to be initialed by representatives of the Employer attending bid opening in the manner **specified in the BDS**. The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 23.1).
- 25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the

record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 40.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

28. Deviations, Reservations, and Omissions

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

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

29. Determination of Responsiveness

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

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

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

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

29.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30. Nonconformities, Errors, and Omissions

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

30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or

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

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

31. Correction of Arithmetical Errors

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

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

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified in the BDS**.

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

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

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

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

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

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

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

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

36. Comparison of Bids

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

37. Qualification of the Bidder

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

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

37.3 Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.

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

38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

39. Award Criteria

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

40. Notification of Award

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

(a) name of each Bidder who submitted a Bid;

(b) bid prices as read out at Bid Opening;

- (c) name and evaluated prices of each Bid that was evaluated;
- (d) name of bidders whose bids were rejected and the reasons for their rejection; and
- (e) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

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

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

41. Signing of Contract

41.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

42. Performance Security

42.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security and, if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with the conditions of contract, subject to ITB 35.5, using for that purpose the Performance Security and ES Performance Security Forms included in Section X. Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

43. Adjudicator

43.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

Section II – Bid Data Sheet (BDS)

A. Introduction

ITB 1.1	The number of the Invitation for Bids is: KE-CWSB-233052-CW-RFB The Employer is: Coast Water Works Development Agency (CWWDA)
ITB 1.1	The name of the bidding process is: Construction of Baricho Wellfield Protection Works: National Competitive Bidding (NCB). The identification number of the bidding process is: KE-CWSB-233052-CW-RFB, Construction of Baricho Wellfield Protection Works. The number and identification of lots comprising this bidding process is: N/A
ITB 2.1	The Borrower is: Government of Kenya (GoK)
ITB 2.1	The name of the Project is: Water and Sanitation Development Project (WSDP)
ITB 2.1	Loan or Financing Agreement amount: USD 300 million
ITB 4.1	Maximum number of members in the JV shall be: three (3).
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: The Chief Executive Officer, Coast Water Works Development Agency, P.O. Box 90417 – 80100, Mikindani Street, Mombasa, Kenya. Tel: +254 – 041 – 2315230, E-mail: info@cwvda.go.ke and procurement@cwvda.go.ke and dkanui@gmail.com Requests for clarification should be received by the Employer no later than: 14 days.
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ITB 7.1	Web page: www.cwwda.go.ke
ITB 7.4	<p>A Pre-Bid meeting shall take place at the following date, time and place:</p> <p>Date: Tuesday, 10th August 2021</p> <p>Time: 11.00 am local time</p> <p>Place: Baricho water works offices</p> <p>A site visit conducted by the Employer shall be organized.</p>

C. Preparation of Bids

ITB 10.1	<p>The language of the bid is: <u>English</u></p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English</p>
ITB 11.1 (b)	The following schedules shall be submitted with the bid: the priced Bill of Quantities
ITB 11.1 (h)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <ul style="list-style-type: none"> • Schedule of Proposed Personnel (see Technical Proposal Forms) • Schedule of Equipment to be used in the Contract (see Technical Proposal Forms) • Site Organization Chart • Method Statement • Mobilization Schedule • Construction Schedule – should be presented as a Gant Chart • Schedule of Sub-Contractors – including details of work for which the Sub-Contractor shall be employed, Value and % of Tender Price of Works sub-contracted and details of Sub-Contractor’s experience in that field of work. • Schedule of cash-flow – should be based on the outline programme for execution of the whole of the Works. • Schedule of Material/Equipment Suppliers for the following key materials/equipment: <ul style="list-style-type: none"> • Ductile Iron Pipes and fittings • Steel Pipes and fittings • Reinforcing Steel • Cement • Concrete aggregates • Box Gabions and Mattresses • Evidence of access to lines of credit and availability of other financial sources • Work commitments • Code of Conduct for Contractor’s Personnel (ES)

	<p>The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in the Bidding Forms), to ensure compliance with the Contractor’s Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <ul style="list-style-type: none"> • Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) issues that will be presented in a Construction Specific Environment and Social Management Plan C-ESMP prepared and approved by the engineer before commencement of civil works, the plan will include below listed sub plans as appendices to the C-ESMP:</p> <ul style="list-style-type: none"> ✓ Soil and Sedimentation Control Plan ✓ Spoil Management Control Plan ✓ Dust Management Plan ✓ Health, Hygiene and Safety Plan ✓ Labour Management Plan ✓ Child Protection Strategy ✓ Gender-based Violence Action Plan ✓ Waste Management Plan ✓ Contractors Code of Conduct ✓ Gender Inclusivity Strategy ✓ HIV/Aid Prevention Strategy • Sexual Exploitation and Abuse (SEA) prevention and response action plan • Traffic Management Plan to ensure safety of local communities from construction traffic; • Environment and Social Management Plan Implementation
ITB 13.1	Alternative bids <i>shall not be</i> permitted.
ITB 13.2	Alternative times for completion <i>shall not be</i> permitted.
ITB 13.4	Alternative technical solutions shall be 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: Kenya Shillings (Kshs)
ITB 18.1	The Bid shall be valid (for 119 days) until: 29th December 2021

ITB 18.3 (a)	The bid price shall be adjusted by the following factor(s): N/A
ITB 19.1	A Bid Security Shall be required. The bid security shall be in the form of a bank guarantee valid for a further 28 days beyond the original bid validity period of the bid, or beyond any period of extension if requested under ITB 18.2”. The amount and currency of the bid security shall be Kshs 10,000,000 (Kshs ten million)
ITB 19.3 (d)	Other types of acceptable securities: NONE
ITB 19.9	N/A
ITB 20.1	In addition to the original of the bid, the number of copies is: One (1) In addition to the paper copies, one electronic copy of the whole scanned bid should be submitted in a flash disk . The priced Bill of Quantities should also be submitted in soft copy in EXCEL format using the function ‘Round” to two decimal places.
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: (a) A written power of attorney , duly notarized, indicating that the person(s) signing the bid has (ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB 18. (b) In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 4.1, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

D. Submission and Opening of Bids

ITB 22.1	Bidders <i>shall not</i> have the option of submitting their bids electronically.
ITB 22.1	<p>For <u>bid submission purposes</u> only, the Employer's address is:</p> <p>Coast Water Works Development Agency, Mikindani Street, off Nkuruma road, Coast Water Works Development Agency Headquarters Mombasa, Kenya.</p> <p>The deadline for bid submission is:</p> <p>Date: 1st September 2021 Time: 12.00 pm local time Place: The Chief Executive Officer's Boardroom.</p> <p>Bidders <i>shall not</i> have the option of submitting their bids electronically.</p>
ITB 25.1	<p>The bid opening shall take place at:</p> <p>Coast Water Works Development Agency, Mikindani Street, off Nkurumah road, Coast Water Works Development Agency Headquarters Mombasa, Kenya.</p> <p>Date: 1st September 2021 Time: 12.05 pm local time Place: The Chief Executive Officer's Boardroom.</p>
ITB 25.3	The Letter of Bid and Priced Bill of Quantities shall be initialed by <i>three (3)</i> representatives of the Employer conducting Bid opening.

E. Evaluation and Comparison of Bids

ITB 32.1	Not applicable.
ITB 33.1	A margin of preference <i>shall not</i> apply.
ITB 34.1	At this time the Employer <i>does not intend</i> to execute certain specific parts of the Works by sub-contractors selected in advance.
ITB 34.3	<p>Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: 25% of the total contract amount or 25% of the volume of work.</p> <p>b) Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the works to be subcontracted along with complete details of the sub-contractors and their</p>

	<p>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.</p> <p>c) Sub-contractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.</p>
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F. Award of Contract

ITB 43.1	<p>The Adjudicator assigning body as proposed by the Employer is: <i>Chartered Institute of Arbitrators (Kenya Chapter) Secretary</i>. The hourly fee for this proposed Adjudicator shall be: Kshs 15,000/-.</p> <p>The Adjudicator proposed by the Employer is: Eng. Godwin Owino Odhiambo, P.O. Box 97319 – 80112, Mombasa.</p> <p>The biographical data of the proposed Adjudicator is as follows:</p> <p>Nationality: Kenya Age: 48 years Present Position: Contract/Claims Expert Education:</p> <ul style="list-style-type: none"> • BSc. (Hons), Civil Engineering, University of Nairobi, 1999. • Certificate, Project Management, International Law Institute (ILI), Washington DC, USA • Certificate, Advance Arbitration and Mediation, International Law Institute (ILI), Washington DC, USA • Certificate, Procurement of Goods and Services, Seytem International, Canada • Certificate, FIDIC Conditions of Contract, Engineering Construction Ventures (ECV), UK • Certificate, European Conditions of Contract and Specifications, Moi University, Eldoret, Kenya. • Certificate, Construction Claims, FIDIC • Certificate, Negotiation of Legal Agreements for PPP Contracts (IP3, Washington DC) • Certificate, Result Based Project Management, System International, Canada • Certificate, Construction Adjudication, CIARB London <p>Membership:</p> <ul style="list-style-type: none"> • Registered Consulting Engineer, Engineers Board of Kenya (E.B.K) – Registration No. E343 • Professional Engineer, Engineers Board of Kenya (E.B.K) – Registration No. A2393 • Member of the Institution of Engineers of Kenya (IEK) – Member No.M3711 <p>Member, Chartered Institute of Arbitrators (MCIARB).</p>
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Section III – Evaluation and Qualification Criteria

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

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

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

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

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1. Margin of Preference

N/A

2. Evaluation

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

2.1 Adequacy of Technical Proposal

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

2.2 Multiple Contracts

N/A

2.3 Alternative Completion Times

N/A

2.4 Technical Alternatives

N/A

2.5 Specialized Subcontractors

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

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

3. Qualification

Eligibility and Qualification Criteria		Compliance Requirements					Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.3	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 4.4, 4.5, 4.6 and 4.7	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	Government Owned Entity of the Borrower country	Meets conditions of ITB 4.5	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	United Nations resolution or Borrower's country law	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria		Compliance Requirements					Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		resolution, both in accordance with ITB 4.7 and Section V.					
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ⁶ did not occur as a result of contractor default since 1st January 2016.	Must meet requirement ¹²	Must meet requirements	Must meet requirement ⁷	N/A	Form CON-2
2.2	Suspension Based on Execution of Bid Securing Declaration by the Employer or withdrawal of the Bid within Bid validity	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.6 or withdrawal of the Bid pursuant ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Bid Submission Form
2.3	Pending Litigation	Bidder's financial and position	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

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

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

Eligibility and Qualification Criteria		Compliance Requirements					Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder					
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ⁸ since 1st January 2016.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	Declaration: Environmental and Social (ES) performance past	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for breach of environmental or social (including Sexual Exploitation and Abuse))	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration	N/A	Form CON-3 ES Performance Declaration

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

Eligibility and Qualification Criteria		Compliance Requirements				Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		contractual obligations in the past five years. ⁹	must also make the declaration				
2.6	Bank's SEA and/or SH Disqualification	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4
		If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4

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

Eligibility and Qualification Criteria		Compliance Requirements				Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.					
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as 350,000,000 Kshs for the subject contract(s) net of the Bidders other commitments (ii) The Bidders shall	Must meet requirement	Must meet Requirement	N/A	N/A	Form FIN – 3.1, with attachments

Eligibility and Qualification Criteria		Compliance Requirements				Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<p>also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last five (5) years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.</p>	Must meet requirement	Must meet requirement	N/A	N/A	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of Kshs	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.2

Eligibility and Qualification Criteria		Compliance Requirements				Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		2,800,000,000 , calculated as total certified payments received for contracts in progress and/or completed within the last five(5) years, divided by five (5) years					
4. Experience							
4.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last five years, starting 1st January 2016.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	Specific Construction & Contract Management Experience	(i) A minimum number of similar ¹⁰ contracts specified below that have been	Must meet requirement	Must meet	N/A	N/A	Form EXP 4.2(a)

¹⁰ The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Work's Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

Eligibility and Qualification Criteria		Compliance Requirements			Documentation		
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<p>satisfactorily and substantially¹¹ completed as a prime contractor, joint venture member¹², management contractor or sub-contractor¹² between 1st January 2016 and application submission deadline: (i) one (1) contract of minimum value Kshs 1,400,000,000;</p> <p>Or</p> <p>(ii) two (2) contracts, each of minimum value Kshs 350,000,000 but with total value of all contracts equal or</p>		<p>requirement¹³</p>			

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

¹² For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.

¹³ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria		Compliance Requirements				Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		more than Kshs 1,400,000,000					
		“(ii) For the following specialized works, the Employer permits specialized sub-contractors as per ITB 34.3”	N/A	N/A	N/A	N/A	
4.2 (b)		For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or sub-contractor ¹⁴ on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the	Must meet requirements	N/A	N/A	Must meet the following requirements for the key activities listed below ¹⁶ : 1) Construction of reinforced concrete piles as follows: ¹⁷ Completion of at least one project with at least 500 m total length of piles with	Form EXP – 4.2 (b)

¹⁴ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder’s share shall be counted to meet this requirement.

¹⁷ The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless specified otherwise.

Eligibility and Qualification Criteria		Compliance Requirements			Documentation		
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		<p>following key activities successfully completed¹⁵. Construction of reinforced concrete piles as follows: ¹⁶</p> <p>1) Completion of at least one project with at least 500 m total length of piles with diameter not less than 500 mm and depth not less than 15 m and with an achieved construction rate of at least 40 m length of piles per day.</p> <p>2) Construction of gabion boxes and mattresses as follows: Completion of at least one project of gabion</p>				<p>diameter not less than 500 mm and depth not less than 15 m and with an achieved construction rate of at least 40 m length of piles per day.</p> <p>2) Construction of gabion boxes and mattresses as follows: Completion of at least one project of gabion boxes and/or mattresses protection works for riverbank or Seashore or coastline protection, with</p>	

¹⁵ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period..

¹⁶ The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless specified otherwise.

Eligibility and Qualification Criteria		Compliance Requirements				Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		boxes and/or mattresses protection works for riverbank or Seashore or coastline protection, with at least 1000 pieces of boxes and/or mattresses of protection zone and an achieved construction rate of at least 30 pieces per day.				at least 1000 pieces of boxes and/or mattresses of protection zone and an achieved construction rate of at least 30 pieces per day.	
4.2 (c)		For contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2016 and Application submission deadline, experience in managing ES risks and impacts in the following aspects: Specific Construction Environment and Social Management	N/A	N/A	N/A	N/A	Form EXP – 4.2 (c)

Eligibility and Qualification Criteria		Compliance Requirements				Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		Plan (C-ESMP) including among other; Soil and Sedimentation Control Plan, Spoil Management Control Plan and Waste Management Plan.					

5. Key Personnel

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

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	Contractor's Representative	Degree in Civil Engineering, Registered with Engineers Board of Kenya or equivalent	15
2	Site Manager	Degree in Civil Engineering, Registered with Engineers Board of Kenya or equivalent	10
3	Site Electrical Engineer	Degree in Electrical Engineering, Licensed by ERA	10
4	Geotechnical Engineer	Degree in Civil Engineering or Engineering Geology	10
5	Surveyor	Degree in Surveying, Licensed	10
6	Piles Construction Technicians 2 nr	Diploma in Engineering	5 years experience in pile construction
7	Gabions Construction Technician	Diploma in Engineering	5 years experience in pile construction
8	Environmental and Social expert	Licensed by NEMA as Lead Expert	10
9	Health and Safety Expert	Registered with DOSH	10
10	Sexual Exploitation, Abuse and Harassment	Degree in sociology	3 years in similar position

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

6. Equipment

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

No.	Equipment Type and Characteristics	Minimum Number required
1	Pile driving rig capable of drilling not less than 800 mm diameter and 18m depth	2
2	Telescopic Crane 5t	2
3	Generators, 30 kVA	2
4	Excavator, 0.4 m ³ , > 70 kW	2
5	Excavator, 0.4 m ³ , < 70 kW	2
6	Front loader, 0.4 m ³ , < 70 kW	2
7	Medium compactor rollers, < 60 kW	2
8	Light compactors	2
9	Tipper Truck 7/10 tons	2
10	Tanker trucks 8 m ³	2
11	Portable dewatering pumps	2
12	Portable diesel generators	3
13	Concrete mixers (1 m ³)	2
14	Total station (survey)	2
15	Electronic level instrument	2
16	Compressor with 6 Nr. Jacks	2
17	Concrete vibrator needles (50mm)	4

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

Section IV – Bidding Forms

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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 this form and shall be deleted from the final products.

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

NCB No.: [insert number of bidding process]

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

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

To: [insert complete name of Employer]

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

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

- i. [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- ii. [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- iii. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]
- iv. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]
- v. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]

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

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

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

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

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

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

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

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

(h) Our bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;

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

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

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

(l) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;¹⁸

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

¹⁸ Bidder to use as appropriate

Name of Recipient	Address	Reason	Amount
-------------------	---------	--------	--------

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

- (n) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (p) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

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

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

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

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

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

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

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

Schedules

Bill of Quantities

Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, excluding V.A.T., together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 13.4 and 13.5 of the General Conditions except with respect to DAAB Fees and Expenses for which no instruction will be required from the Engineer.
8. The method of measurement of completed work for payment shall be in accordance with this Preamble.

Item	Description	Unit
1	GENERAL ITEMS	
	CONTRACTUAL REQUIREMENTS	
	Performance bond, insurances and parent company guarantee	
	<i>Remunerations under this Item shall include payments to the Contractor for obtaining various securities/guarantees, bonds and insurances as specified in the relevant clauses/subclauses under Section VIII-General Conditions (GC) and Section IX- Particular Conditions (PC) and in Section X-Contract Forms of the Bidding Documents.</i>	
1.1	<i>The costs shall include all fees, commissions and other incidental costs to be incurred by the Contractor in obtaining the said securities/guarantees, bonds and insurances.</i>	
	<i>Payments shall be made as lump sum amounts for each security/guarantee, bond and insurance under the below described pay items.</i>	
1.1.1	<i>Remuneration for obtaining Performance Security according to Subclause 52 of GC and PC under the Contract</i>	<i>lump sum</i>
1.1.2	<i>Remuneration for obtaining Advance Payment Security according to Subclause 51 of GC and PC under the Contract</i>	<i>lump sum</i>
1.1.3	<i>Remuneration for obtaining Insurance for loss or damage to the Works, Plant and Material according to Subclause 13 of GC and PC under the Contract</i>	<i>lump sum</i>
1.1.4	<i>Remuneration for obtaining Insurance for loss or damage to Equipment according to Subclause 13 of GC and PC under the Contract</i>	<i>lump sum</i>
1.1.5	<i>Remuneration for obtaining Insurance against personal injury or death according to Subclause 13 GC and PC under the Contract</i>	<i>lump sum</i>
	SPECIFIED REQUIREMENTS	
	CONTRACTOR'S REQUIREMENTS	
1.2	Accommodation for the contract administrators	
	<i>Remuneration for mobilisation, preparation of site, erection, operation and maintenance of all facilities during all the time required by the Contractor for completion of the works, dismantling of all facilities after completion of the Works, restoring site and complete demobilisation of Contractor, according to the Specifications. Site installation works shall include complete fencing of construction site with wire mesh and barbed wire coils at the top. The employer shall not provide extra land beyond the current area occupied by the works.</i>	
	<i>Payment of site installation shall be made as follows:</i>	
	<i>- 70% of the lump sum price after mobilisation</i>	
	<i>- 30% of the lump sum price after demobilisation</i>	
1.2.1	<i>Site installation for works under the Contract</i>	<i>lump sum</i>

Item	Description	Unit
	<p>Remuneration for the construction or establishment of Contractor's camps and site office and maintenance of these facilities for the entire Contract period according to the Specifications, shall also include</p> <ul style="list-style-type: none"> - provision of all facilities like electricity, lighting, water, sanitary, telephone and internet services, - operation and maintenance of the camps and offices, - dismantling of all facilities and restoring the sites after completion of the Works. Payments shall be made as lump sum amounts separately for: - establishment/construction of Contractor's camps and site offices, including a new washroom facility, and - running and maintenance costs of these facilities under the below described pay items. 	
1.2.2	Establishment/construction of Contractor's camp and site offices under the Contract	lump sum
1.2.3	Running and maintenance costs of Contractor's camp and site offices under the Contract	month
	ENGINEER'S REQUIREMENTS	
1.3	Accommodation and buildings	
	Offices	
	Provision of fully furnished site office using and adapting the existing structures at Baricho Water Treatment Plant for the Engineer and Employer, of a total floor area, not less than 150 m ² with at least 4 office rooms in accordance with the Technical Specifications, including sanitary facilities, air conditioning, heating, electricity, refrigerator, telephone/internet connections. Also, provision of two furnished and air-conditioned site office units of an area not less than 6.0x2.50 each, one near the upstream well field and one near the downstream well field under the Contract. In addition, provision of toilet facility for each unit.	
	The office furniture, equipment, computers, stationeries, office consumables and other items shall comply with the items as listed in the Technical Specifications.	
	The unit rate shall include operation, maintenance and cleaning of the site office until completion of the works. Payment of lump sum for the provision of fully furnished site office shall be made in equal monthly instalments within Time for Completion and separately for running, maintenance and other incidental costs on monthly basis.	
1.3.1	Fully furnished Engineer's main office at Baricho WTP under the Contract	lump sum
1.3.2	Running and maintenance costs for Engineer's main office under the Contract	month
1.3.3	Provision of two furnished and air-conditioned site office units of an area not less than 6.0x2.50 each, one near the upstream well field and one near the downstream well field under the Contract. In addition, provision of toilet facility for each unit.	lump sum
1.3.4	Running and maintenance costs for Engineer's site offices under the Contract	month

Item	Description	Unit
	Accommodation	
	<i>Provision of a fully furnished accommodation for the Engineer in accordance with the Technical Specifications, including sanitary facilities, air conditioning, heating, electricity, refrigerator, telephone/internet connections.</i>	
	<i>The house furniture, equipment, utensils and other items shall conform with the Technical Specifications.</i>	
	<i>Payment of lump sum for the provision of fully furnished accommodations for the Engineer shall be made in equal monthly instalments within Time for Completion and separately for running, maintenance and other incidental costs on monthly basis.</i>	
1.3.5	<i>Provision of accommodation 2 Nr for the Resident Engineer and Project Civil Engineer under the Contract</i>	<i>lump sum</i>
1.3.6	<i>Provision of accommodation 4 Nr for the Engineer's staff under the Contract</i>	<i>lump sum</i>
1.3.7	<i>Running and maintenance costs for accommodation 2 Nr for the Resident Engineer and Project Civil Engineer under the Contract</i>	<i>month</i>
1.3.8	<i>Running and maintenance costs for the accommodation 4 Nr for the Engineer's staff under the Contract</i>	<i>month</i>
	Hotel Accommodation for Engineer's visiting experts	
	<i>Provision of hotel accommodation including break-fast for the Engineer's visiting experts during their site visits in accordance with the Technical Specifications.</i>	
	<i>Hotel shall be a 4-star hotel in Malindi or as agreed with the Engineer</i>	
	<i>The unit rate shall include all overhead costs of the Contractor. Payment shall be made per day and person being provided with hotel accommodation.</i>	
1.3.9	<i>Provision of hotel accommodation for the Engineer's visiting experts under the Contract</i>	<i>per day/per person</i>
	Services for the Engineer	
	<i>Provision of vehicles for the use of Engineer in accordance with the Technical Specifications, inclusive drivers.</i>	
	<i>The unit rate shall include procurement, vehicle insurances, operation, maintenance, servicing and cleaning as well as the salaries for the drivers until completion of the works.</i>	
	<i>Payment of lump sum for the provision of vehicles shall be made in equal monthly instalments within the Time for Completion and separately for running, maintenance and other incidental costs including salaries for the drivers per vehicle-month.</i>	
1.4.1	<i>Provision of double cab pick-up transport vehicles 2 Nr for the duration of the Contract without transfer of ownership</i>	<i>month</i>
1.4.2	<i>Running and maintenance costs for double cab pick-up vehicles 2 Nr , inclusive drivers for the duration of the Contract</i>	<i>month</i>

Item	Description	Unit
1.4.3	<i>Short-term provision on a call basis of passenger vehicles, inclusive drivers and all running and maintenance costs for the duration of the Contract inclusive of Maintenance Period</i>	<i>per day/per vehicle</i>
1.5	<i>Equipment for use by the Engineer</i>	
	<i>Surveying equipment</i>	
	<i>Provision of surveying equipment for the use by the Engineer in accordance with the Technical Specifications.</i>	
	<i>The unit rate shall include maintenance of the surveying equipment and other incidental costs until completion of the works.</i>	
	<i>Payment shall be made as lump sum items.</i>	
1.5.1	<i>Provision of survey equipment under the Contract</i>	<i>lump sum</i>
	<i>Attendance upon the Engineer</i>	
1.6	<i>The scope of works shall include the provision of attendances upon Engineer's staff and offices such as secretaries, office messengers, chainmen, watchmen, and cleaning staff.</i>	
	<i>The unit rates shall include salaries, health insurances, gratuities, bonuses, provident funds and the like for the staff as applicable under local Labour Laws in Kenya and other incidental costs for the entire Contract period.</i>	
	<i>Payment shall be paid per month.</i>	
1.6.1	<i>Provision of a Site Office Manager under the Contract</i>	<i>person-month</i>
1.6.2	<i>Provision of an office messenger for Site Office under the Contract</i>	<i>person-month</i>
1.6.3	<i>Provision of a cleaner/servant for Site Office under the Contract</i>	<i>person-month</i>
1.6.4	<i>Provision of watchmen for Site Office under the Contract</i>	<i>person-month</i>
1.6.5	<i>Provision of 2 (two) chainmen under the Contract</i>	<i>person-month</i>
1.6.6	<i>Provision of a cleaner/servant for accommodation 2 Nr for the Resident Engineer and the Project Civil Engineer, under the Contract</i>	<i>person-month</i>
1.6.7	<i>Provision of cleaners/servants for accommodation 4 Nr for the Engineer's staff under the Contract</i>	<i>person-month</i>
1.6.8	<i>Provision of watchmen for accommodation 2 Nr for the Resident Engineer and the Project Civil Engineer under the Contract</i>	<i>person-month</i>
1.6.9	<i>Provision of watchmen for accommodation 4 Nr for the Engineer's staff under the Contract</i>	<i>person-month</i>
	<i>PREPARATORY WORKS</i>	

Item	Description	Unit
1.7	<i>Preparatory works for well protection, transformer houses and corresponding electro-mechanical and civil works incl. all works as defined in the Technical Specifications including:</i>	
	<i>- complete topographic survey + drawings</i>	
	<i>- setting out of all the works</i>	
	<i>- investigations on existing pipelines and structures</i>	
	<i>- inventory of existing works and equipment, valves, fittings, electrical etc.</i>	
	<i>- preparation of a method statement for the raising of the transformer and other electrical equipment in the existing transformer building for wells BH9, BH10 and BH11.</i>	
	<i>- complete set of shop drawings and as-built drawings</i>	
	<i>- preconstruction and implementation photographs</i>	
		<i>Payment shall be made per lump sum pro rata of works progress.</i>
1.7.1	<i>Preparatory works under the Contract</i>	<i>lump sum</i>
1.8	TEMPORARY WORKS	
	<i>The unit rate shall include the supply and erection of project sign board with dimensions and inscriptions as per Technical Specifications and relevant drawing. The works shall also include fabrication, unloading and maintenance in accordance with manufacturer's instructions and good workmanship.</i>	
	<i>The unit rate shall include all material, labour, equipment, tools and other incidental costs required to complete the works. Payment shall be made per signboard actually erected and approved by the Engineer.</i>	
1.8.1	<i>Supply and erection of project signboards under the Contract and removal of old signboards</i>	<i>pce.</i>
	<i>Construction of access roads, width not less than 4m including all works of site clearance, stripping of topsoil, grading, maintenance until completion of the works. After completion of the works the access road shall be handed over to the client. Payment shall be made per lump sum pro rata of works progress.</i>	
1.8.2	<i>All temporary access roads for the works under the Contract</i>	<i>lump sum</i>
1.9	CONTROL OF WATER	
1.9.1	<i>The scope of works shall include all work and operation of equipment necessary for dewatering during construction according to the Design and the Technical Specifications.</i>	<i>lump sum</i>
1.10	NEW TOILET FACILITIES AT WTP	
1.10.1	<i>Construction of complete toilet facilities at the Water Treatment Plant including all items, fixture and connections to water supply and to sewerage</i>	<i>lump sum</i>
1.11	INSPECTION AND TESTING-Prime Cost Items	
	<i>Inspection and testing of supplies and works by the Employer and/or the Engineer</i>	

Item	Description	Unit
	<i>The remuneration for this item is a prime cost item for inspections and testing of pipe, fittings, valves and other material and supplies by the Employer and the Engineer which are to be arranged and organised by the Contractor as directed by the Engineer.</i>	
	<i>Payment shall include the above and actual expenses incurred by the Contractor for travel by land and/or air, costs for obtaining visas, boarding and lodging in minimum 4star hotels and other incidental costs related to the Employer and the Engineer plus payment towards Contractor's profits and overhead as a percentage thereof.</i>	
1.11.1	<i>Provision for inspection and testing of supplies and works by Employer & Engineer under the Contract</i>	<i>lump sum</i>
1.11.2	<i>Contractor's profit and overhead with respect to item 1.11.1</i>	<i>%</i>
1.12	<i>ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY REQUIREMENTS - Prime Cost Items</i>	
1.12.1	<i>Allow a Provisional Sum of Kshs. 1,400,000 for Quarterly Environmental Audit of the Contractor's ESMP by a registered NEMA Lead Expert</i>	<i>lump sum</i>
1.12.2	<i>Allow a Provisional Sum of Kshs. 1,400,000 for carrying out training program including stakeholder engagement and consultation for HIV/AIDS awareness, Sexually Transmitted Infections (STIs), Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)</i>	<i>lump sum</i>
1.12.3	<i>Allow a Provisional Sum of Kshs. 1,400,000 for Training of Employer/Engineer's and Contractor's staff on ESHS issues</i>	<i>lump sum</i>
1.12.4	<i>Allow a Provisional Sum of Kshs. 4,100,000 for Implementation of ESMP recommendations/mitigation measures</i>	<i>lump sum</i>
1.12.5	<i>Extra over Item 1.12.1 to 1.12.4 above for Contractor's overheads and profits</i>	<i>%</i>
1.13	<i>MISCELLANEOUS - Prime Cost Items</i>	
1.13.1	<i>Supply for the ownership of the Employer of: - One truck, with telescopic-boom mounted crane. Rated lifting weight 15 t. Lifting height not less than 25m. - One truck mounted rig fully equipped for the cleaning/ redevelopment of the wells, including air pump, water pump and all other required equipment, including borehole investigation camera -Training for the use of the equipment shall be supplied also.</i>	<i>lump sum</i>
1.13.2	<i>Contractor's profit and overhead with respect to item 1.13.1</i>	<i>%</i>
1.13.3	<i>Allow a Provisional Sum for the execution of designs if and as necessary</i>	<i>lump sum</i>
1.13.4	<i>Contractor's profit and overhead with respect to item 1.13.3</i>	<i>%</i>
	<i>Hotel Accommodation for Employer's staff</i>	
	<i>Provision of hotel accommodation including break-fast for the Employer's staff during their site visits in accordance with the Technical Specifications.</i>	

Item	Description	Unit
	<i>Hotel shall be a 4-star hotel in Malindi or as agreed with the Employer</i>	
	<i>The unit rate shall include all overhead costs of the Contractor. Payment shall be made per day and person being provided with hotel accommodation.</i>	
1.13.5	<i>Provision of hotel accommodation for the Client's staff under the Contract</i>	<i>lump sum</i>
1.13.6	<i>Contractor's profit and overhead with respect to item 1.13.5</i>	<i>%</i>
1.13.7	<i>Allow a Provisional sum of Kshs. 5,000,000 to cater for project monitoring and evaluation (including monthly site meetings, site visits by government officials, project ground breaking/commission etc) as directed by the project manager</i>	<i>Lump sum</i>
1.13.8	<i>Contractor's profit and overhead with respect to item 1.13.7.</i>	<i>%</i>
2	DEMOLITION AND SITE CLEARANCE	
	SITE CLEARANCE	
2.1	General clearance	
	<i>Removal of all bushes, shrubs, grass, garbage, roots, refuse, debris and obstructions not expressly included in other items of the Preamble and BOQ, except those objects marked for conservation. The works shall also include collection, loading, handling, transport to a waste deposit and/or another site approved by the Engineer</i>	
	<i>and located within a radius of 10km, unloading and disposal of the trees. Site clearance shall be executed within the limits shown on Drawings or as directed by the Engineer.</i>	
	<i>The unit rate shall include all materials, labour, equipment, tools and other incidental costs required to complete the works.</i>	
	<i>Payment shall be made per square meter of area actually cleared and approved by the Engineer.</i>	
2.1.1	<i>General site clearance</i>	<i>sq.m.</i>
	TREES	
2.2	Cutting of trees and disposal of trunks	
	<i>Cutting of trees including loading, handling, transport to a site approved by the Engineer and situated within a radius of 10km from the cutting site, unloading and disposal of the trees. The works shall also include the removal and disposal of the roots and the backfilling of the hole with excavated material except the upper 30 cm which shall be backfilled with stored excavated top soil.</i>	
	<i>The unit rate shall include all materials, labour, equipment, tools and other incidental costs required to complete the works. Payment shall be made per tree actually removed as instructed by the Engineer. The trunk diameter of the tree shall be measured at 1m above the ground level. Trees shall not be cut except upon written instruction of the Engineer.</i>	

Item	Description	Unit
2.2.1	<i>Cutting of trees with a trunk diameter ≤ 30 cm</i>	<i>pce</i>
2.2.2	<i>Cutting of trees with a trunk diameter > 30cm and ≤ 1m</i>	<i>pce</i>
	<i>BUILDINGS AND OTHER STRUCTURES</i>	
2.3	<i>Demolition and removal of existing small solid structures and walls (under and above ground level)</i>	
	<i>Removal of small structures shall include demolition, dismantling, removal and disposal of existing small solid structures and walls (under and above the ground level) as well as loading, handling, transport to Contractor's deposit within a radius of 10km from the demolition site, unloading and disposal of debris.</i>	
	<i>The works shall also include for excavation, backfilling, compaction, dewatering of holes and trenches, loading, handling, transport of any surplus or backfill material to or from a site approved by the Engineer and situated within a radius of 10km, unloading and disposal of debris.</i>	
	<i>The unit rate shall include all materials, labour, equipment, tools and other incidental costs required to complete the works incl. shoring and strutting to ensure the stability of existing remaining structures.</i>	
	<i>Payment shall be made per cubic meter of structure actually removed and measured in situ.</i>	
2.3.1	<i>Demolition/removal of plain concrete structures</i>	<i>cu.m.</i>
2.3.2	<i>Demolition/removal of reinforced concrete structures, including pile caps</i>	<i>cu.m.</i>
2.3.3	<i>Demolition/removal of brick or stone masonry structures</i>	<i>cu.m.</i>
2.3.4	<i>Demolition/removal of steel piles 500mm diameter</i>	<i>lin. m.</i>
2.4	<i>Demolition and removal of wire or metallic fence</i>	
	<i>The works shall include the demolition, dismantling, removal, loading, handling, transport to Contractor's deposit within a radius of 10km from the demolition site and unloading of the wire or metallic fence, wooden or concrete supports and the foundations or their storage on site for later reuse, as directed by the Engineer. The unit rate shall include all materials, labour, equipment, tools and other incidental costs required to complete the works. Payment shall be made per linear meter based on the measurement of the length of fence actually removed and approved by the Engineer.</i>	
	<i>No separate payment will be made for excavation, backfilling, compaction, dewatering of holes and trenches, loading, handling, transport of any surplus or backfill material to or from a site approved by the Engineer and situated within a radius of 10 km, unloading and disposal or storage, which shall be deemed to have been included in the present unit rates.</i>	
2.4.1	<i>Demolition and removal of wire or metallic fence</i>	<i>lin. m.</i>
	<i>Items for removal of existing water pipes encountered during excavation</i>	

Item	Description	Unit
2.5	<i>The works shall include the demolition, dismantling, removal, loading, handling, transport to the relevant authorities store yard or to Contractor's deposit within a radius of 10 km from the demolition site as directed by the Engineer, unloading disposal of redundant water pipes, fittings, pipe appurtenances and material covering the pipe.</i>	
	<i>The unit rate shall include all materials, labour, equipment, tools and other incidental costs required to complete the works. The unit rate shall also include the cost of dewatering the pipes when required.</i>	
	<i>Payment shall be made per linear meter based on the measurement of the length of pipe actually removed and approved by the Engineer.</i>	
2.5.1	<i>Extra over "excavation" items for removal of water pipe of DN 200 to DN 400</i>	<i>lin. m.</i>
2.5.2	<i>Extra over "excavation" items for removal of water pipe exceeding DN 400</i>	<i>lin. m.</i>
3	CONSTRUCTION WORKS	
3.1	Earthworks	
	<i>The works shall include the excavation of topsoil up to a depth of <30cm or as directed, stockpiling at site, protection and maintenance of topsoil for later reuse incl. loading, handling, or loading and transport of topsoil to a stockpile approved by the Engineer and situated within a radius of 5km from the excavation site, unloading and disposal of any debris., as directed by the Engineer</i>	
	<i>The unit rate shall include all materials, labour, equipment, tools, and all other incidental costs required to complete the works, according to the Specifications.</i>	
	<i>Payment shall be made per cubic meter measured of the volume actually excavated and approved by the Engineer.</i>	
	3.1.1	<i>Stripping of topsoil and stockpiling on site for later re-use</i>
	Excavation in ground of different types or compacted	
	<i>The works shall include excavation of subsoil for (i.e. any kind of material other than topsoil, consolidated soil and/or rock) either by machine or hand, according to the Specifications, including:</i>	
	<i>levelling, trimming and compaction of excavation bottom</i>	
	<i>upholding sides of excavation, additional excavation to provide working space and removal of services if required</i>	
	<i>(a) transport, where required for intermediary storage at site and protection of excavated material suitable for later reuse, or for immediate re-use, unloading, selecting or</i>	
	<i>(b) transport and disposal of surplus and unsuitable material to a site approved by the Engineer and situated within a radius of 10km from the excavation site</i>	
	<i>- maintenance and reinstatement of existing services except if pay items are provided for</i>	
	<i>- temporary diversions of existing services, incl. their realignment, backfilling and reinstatement</i>	

Item	Description	Unit
	<p>The unit rate shall include all materials, labour, equipment, tools, and all other incidental costs required to complete the works. Payment shall be made per cubic meter of completed excavation, measured applying the following payment limits:</p> <ul style="list-style-type: none"> - width: minimum width according to the Technical Specifications and Drawings - length: minimum length according to the Technical Specifications and Drawings - depth: minimum depth according to the Technical Specifications and Drawings and as approved by the Engineer <p>No separate payment will be made for additional excavation necessary for joints, fittings, thrust blocks, encasements, accommodation of temporary supports, bell holes and all other working space required</p> <p>to carry out the works, which shall be deemed to have been included in the present unit rates.</p>	
3.1.2	Excavation in ground of different types or compacted	cu.m.
	This cost shall be evaluated based on cubic meters of soil dug on watery ground, comprising of any other related work for the water removal and drainage and for drying the foundation ditches. Quantities to be taken into account are those resulting from implementation documents.	
3.1.3	Excavation under water	cu.m.
	<p>This cost shall be evaluated based on cubic meters of soil dug out on hard rock and any other related work. The quantities to be taken into account are in accordance with the contents of the approved documents. The following services and any other additional work resulting to these are covered by this cost. Excavation at whatever depth, loading and transportation of excavated materials to the disposal area approved by the Supervisor of works, the off-loading and the even distribution of materials on points of destination and any other related work.</p>	
3.1.4	Excavation in hard ground or rock	cu.m.
3.1.5	Excavation for foundations around wells to a depth not exceeding 3.00m	cu.m.
3.1.6	Excavation for foundations around wells to a depth 3.00m to 6.00m	cu.m.
	Trench excavation	
	<p>The works shall include trench excavation of subsoil (i.e. any kind of material other than topsoil, consolidated soil and rock) either by machine or hand, according to the Specifications, including:</p> <ul style="list-style-type: none"> - levelling, trimming and compaction of trench bottom - sheeting and piling of trenches, bracing and protection of slopes - incl. loading, handling, <p>(a) transport alongside the trench, where required for intermediary storage at site and protection of excavated material suitable for later reuse, or for immediate re-use, unloading, selecting or</p>	

Item	Description	Unit
	<p><i>(b) transport and disposal of surplus and unsuitable material to a site approved by the Engineer and situated within a radius of 10km from the excavation site</i></p> <p><i>- maintenance and reinstatement of existing services except if pay items are provided for</i></p> <p><i>- temporary diversions of existing services, incl. their realignment, backfilling and reinstatement</i></p> <p><i>- dewatering of trenches</i></p> <p><i>The unit rate shall include all materials, labour, equipment, tools, and all other incidental costs required to complete the works. Payment shall be made per cubic meter of completed excavation, measured applying the following payment limits:</i></p> <p><i>- width: minimum width according to the Technical Specifications and Drawings</i></p> <p><i>- length: length of trench actually excavated and approved by the Engineer</i></p> <p><i>- depth: vertical distance between ground level and bottom of pipe bedding, according to the Technical Specifications and the Drawings, and as approved by the Engineer</i></p> <p><i>No separate payment will be made for additional excavation necessary for joints, fittings, thrust blocks, encasements, accommodation of temporary supports, bell holes and all other working space required</i></p> <p><i>to carry out the works, which shall be deemed to have been included in the present unit rates.</i></p>	
3.1.7	<i>Trench excavation of subsoil to a depth not exceeding 2.0m</i>	<i>cu.m.</i>
3.1.8	<i>Trench excavation of subsoil to a depth not exceeding 3.00m</i>	<i>cu.m.</i>
	<i>Backfill / Embankment material</i>	
	<i>The works shall include placing and compaction of backfill/embankment with selected excavated material.</i>	
	<i>Backfilling of trenches shall be carried out by hand or by plant and equipment in accordance with</i>	
	<i>Technical Specifications, Drawings and as directed by the Engineer and shall also include loading, handling, transport along the trench of selected material and unloading, either</i>	
	<i>(a) from intermediary deposits or temporary embankments on site or</i>	
	<i>(b) straight from current excavation without intermediate deposit or</i>	
	<i>(c) from an intermediary deposit on site within any distance from works location</i>	
	<i>The unit rates shall include all materials, labour, equipment, tools, and all other incidental costs required to complete the works. Payment for pipe bedding, side and initial backfill and main backfill shall be made per cubic meter applying the following payment limits:</i>	
	<i>(a) width: minimum width according to the Technical Specifications and Drawings</i>	
	<i>(b) length: useful pipe length laid and approved by the Engineer</i>	
	<i>(c) depth of pipe bedding: depth according to Drawings</i>	

Item	Description	Unit
	<i>(d) depth of side and initial backfill: depth according to Drawings</i>	
	<i>(e) depth of main backfill: vertical distance between top of main backfill which shall be deemed to have been included in the present unit rates.</i>	
	<i>No separate payment shall be made for additional backfilling necessary for joints, fittings, thrust blocks, accommodation of temporary supports, bell holes and all other working space required to carry out the works, which shall be deemed to have been included in the present unit rates.</i>	
3.1.9	<i>Backfill / Embankment Material</i>	<i>cu.m.</i>
	<i>Sand for pipe encasement</i>	
	<i>Pipe encasement shall be executed with imported material from a source approved by the Engineer, incl. loading, handling, transport and unloading of material, according to the Specifications and the Drawings.</i>	
	<i>The unit rate shall include all materials, labour, equipment, tools and other incidental costs required to complete the works.</i>	
3.1.10	<i>Sand for pipe encasement</i>	<i>cu.m.</i>
	<i>Base / Subbase Material</i>	
	<i>The works shall include:</i>	
	<i>- placing and compaction of sand-gravel in accordance with the Technical Specifications, Drawings and as directed by the Engineer, either</i>	
	<i>(a) from intermediary deposits on site or</i>	
	<i>(b) straight from current excavation without intermediate deposit or</i>	
	<i>(c) from an intermediary deposit on site within any distance from works location</i>	
	<i>incl. loading (if applicable), handling, transport from intermediary storage or current excavation site within a radius as indicated above, unloading, placing in layers, compaction, levelling and trimming.</i>	
	<i>The unit rate shall include the supply of all materials, labour, equipment, tools, and all other incidental costs required to complete the works.</i>	
	<i>Payment shall be made per cubic meter based on the dimensions shown on the Drawings or as executed and approved by the Engineer.</i>	
3.1.11	<i>Base/ Subbase Material</i>	<i>cu.m.</i>
	<i>Non-woven Geotextile</i>	
	<i>The works shall include the supply of all materials, labour, equipment and tools and all other incidental cost required for the complete installation of non-woven geotextile 400 gr/m² according to the Specifications and the Drawings.</i>	
3.1.12	<i>Non-woven Geotextile 400g/m²</i>	<i>sq.m.</i>
3.1.13	<i>Granular Material for Drainage</i>	<i>cu.m.</i>
3.1.14	<i>Coarse Granular Material for Drainage</i>	<i>cu.m.</i>
3.1.15	<i>Drainage Layer Sand without Fines</i>	<i>cu.m.</i>

Item	Description	Unit
3.2	CONCRETE	
	SUPPLY AND PLACING OF CONCRETE	
	<i>The works shall include the supply of all material and placing of concrete in accordance with the Technical Specifications and Drawings, including:</i>	
	<i>- preparation, mixing and transport of concrete,</i>	
	<i>- placing of concrete incl. all formworks and compaction,</i>	
	<i>- provision of block outs for pipes and openings and their refilling with concrete after installation works,</i>	
	<i>- curing and surface finish of concrete,</i>	
3.2.1	<i>- taking of concrete samples and execution of concrete tests according to the Technical Specifications,</i>	
	<i>- careful preparation of working joints</i>	
	<i>The unit price shall include all labour, materials, products, equipment, plant and tools, concrete batching, and all other incidental costs required to complete the work as specified.</i>	
	<i>Payment shall be made per cubic meter of different type of concrete based on the dimensions shown on the Drawings, completed and approved by the Engineer.</i>	
	<i>Supply and placing of blinding concrete C15</i>	<i>cu.m.</i>
	<i>The works shall be as described under Item 3.2, but for placing of reinforced concrete, including application of high-grade water stop for working joints in watertight concrete. Supply and placing of formwork and reinforcement shall be paid extra</i>	
	<i>The unit price shall include all labour, materials, products, equipment, plant and tools, concrete batching, and all other incidental costs required to complete the work as specified.</i>	
3.2.2	<i>Payment shall be made per cubic meter of different type of concrete based on the dimensions shown on the Drawings, completed and approved by the Engineer.</i>	
	<i>Supply and placing of reinforced concrete C25</i>	<i>cu.m.</i>
	<i>Supply and placing of reinforced concrete C30</i>	<i>cu.m.</i>
3.2.3	<i>Supply and placing of reinforced concrete C37</i>	<i>cu.m.</i>
3.2.4	<i>Supply and placing of reinforced concrete C37</i>	<i>cu.m.</i>
	CONCRETE ANCILLARIES	
	FORMWORK	
	<i>The works shall include the supply of all material and placing and removal of formwork in accordance with Technical Specifications and Drawings, including:</i>	
	<i>- placing of formwork and all required scaffolding and other supports,</i>	
	<i>- provision of block outs for pipes and openings as required,</i>	
	<i>- careful preparation of working joints</i>	
	<i>- any kind of ladders and the like required for access of labour, support to formwork. No extra payment for working joints will be made</i>	

Item	Description	Unit
	<i>The unit price shall include all labour, materials, products, equipment, plant and tools, concrete batching, and all other incidental costs required to complete the work as specified.</i>	
	<i>Payment shall be made per square meter of different type of formwork based on the dimensions shown on the Drawings, completed and approved by the Engineer.</i>	
3.2.5	<i>Supply and placing of smooth formwork for floor slab or abutments</i>	<i>sq.m.</i>
3.2.6	<i>Supply and placing of curved formwork</i>	<i>sq.m.</i>
	REINFORCEMENT	
	<i>Works shall include the supply and placing of reinforcing deformed steel bars of grade B500C for footings, foundations, floor slabs, roof slabs, walls, columns and beams incl. cutting, bending and fixing in accordance with Technical Specifications and Drawings.</i>	
	<i>The unit price shall include all labour, materials, products, equipment, plant and tools and all other incidental costs required to complete the work as specified.</i>	
	<i>Payment shall be made per weight of reinforcing steel based on the dimensions shown on the Drawings, completed and approved by the Engineer.</i>	
3.2.7	<i>Supply and placing of reinforcing steel bars B500C</i>	<i>t</i>
	<i>This price is calculated on unit length basis (linear meter) of waterproof joints and it includes the supply, transportation and all the materials (300 mm wide rubber water stop, joint filling and sealing materials etc) and all the works for connections, fitting in place and fixing.</i>	
3.2.8	<i>Waterstop 300 mm wide</i>	<i>lin. m.</i>
	<i>This price is calculated on unit length basis (linear meter) of waterproof joints and it includes the supply, transportation and all the materials and all the related works and materials for the implementation.</i>	
3.2.9	<i>Hydrophilic swelling waterstop</i>	<i>lin. m.</i>
	<i>This price remunerates on square meters the water proof layer placed on the surfaces of concrete structures as required based on the drawings and it includes supply, transportation and all the related works and materials for the implementation.</i>	
3.2.10	<i>Bituminous coating</i>	<i>sq.m.</i>
	<i>This price is calculated in terms of cubic meters of cement mortar. It includes supply, transportation from any distance, and whatever work of setting in place following the drawings and technical specifications. Quantities to be taken into consideration are those resulting from implementation documents</i>	
3.2.11	<i>Cement mortar</i>	<i>cu.m.</i>
3.2.12	<i>Hydrophilic swelling waterstop between old and new concrete</i>	<i>lin. m.</i>
	PIPEWORK	

Item	Description	Unit
3.3	SUPPLY OF DUCTILE IRON PIPES	
	<i>The supply works shall include the supply of ductile iron pipes according to EN 545-2011, Class C, PN 16, including transport, unloading, handling, storage at storage sites in accordance with the manufacturer's instructions and good workmanship, supply of stainless steel bolts and nuts, gaskets including 2% reserve, denso tape or similar approved material for wrapping buried flange connections and all accessories necessary for pipe installation, according to Specifications and Drawings.</i>	
	<i>Internal lining shall be of cement mortar, external coating shall be of bituminous paint on zinc rich coating according to the Technical Specifications. The unit rate shall include all material, labour, equipment, tools and other incidental costs required to complete the works.</i>	
	INSTALLATION OF PIPES, FITTINGS, VALVES & ACCESSORIES	
	Laying of ductile iron pipes in trenches	
	<i>The works shall include:</i>	
	<i>- loading, handling, transport from storage site to the execution site, unloading and placing of pipes, fittings, protective tape and accessories</i>	
	<i>- cutting of pipes, cleaning of cuts, remaking of chamfer</i>	
	<i>- repair of any protective coating damaged</i>	
	<i>- cleaning of pipes before laying</i>	
	<i>- laying, jointing and coupling of pipes in accordance with manufacturer's instructions, Technical Specifications, Drawings and as directed by the Engineer, incl. installation of all socket and flanged fittings, others than gate valves, butterfly valves,</i>	
	<i>hydrants, hydraulic equipment for air valve chambers, wash out chambers and water meter chambers as well as special outlet and wash out equipment, which shall be paid for as extra under separate items.</i>	
	<i>- laying of protective tape and installation of polyethylene sleeves, where instructed</i>	
	<i>- wrapping of flange connections with denso tape or similar approved material</i>	
	<i>- execution of hydrostatic pressure test, flushing and disinfection in accordance with EN 805 and the Technical Specifications</i>	
	<i>The unit rate shall include all material, labour, equipment, tools, formworks and other incidental costs required to complete the works. Payment shall be made per linear meter based on the measurement of the length of pipe actually installed, operational and approved by the Engineer.</i>	
	<i>Measurement shall be carried out along the centre line of the pipe and shall include the full laying lengths of all valves and special fittings installed.</i>	
3.3.1	<i>Supply and installation of DI pipes in trenches, DN 350, PN16</i>	<i>lin. m.</i>
3.3.2	<i>Supply and installation of DI pipes in trenches, DN 500, PN16</i>	<i>lin. m.</i>

Item	Description	Unit
3.3.3	<i>Flange Adaptor DN350 PN16</i>	<i>pce</i>
3.3.4	<i>Supply of flanged spigot DI pipes with puddle flange, DN350, PN16, L ≤ 2m</i>	<i>pce</i>
3.3.5	<i>Steel Flexible Stepped Coupling DN350 PN16</i>	<i>pce</i>
3.3.6	<i>Ventilation pipe with insect net</i>	<i>pce</i>
3.3.7	<i>DN800 Flange and Cover PN10</i>	<i>pce</i>
3.3.8	<i>Steel Pipe D800, 7.2mm wall thickness</i>	<i>lin. m.</i>
3.3.9	<i>Puddle flange DN800</i>	<i>pce</i>
3.3.10	<i>90° Bend Ductile Iron DN350 PN16</i>	<i>pce</i>
3.3.11	<i>45° Bend Ductile Iron DN350 PN16</i>	<i>pce</i>
3.3.12	<i>22,5° Bend Ductile Iron DN350 PN16</i>	<i>pce</i>
3.3.13	<i>11,25° Bend Ductile Iron DN350 PN16</i>	<i>pce</i>
3.3.14	<i>90° Bend Ductile Iron DN500 PN16</i>	<i>pce</i>
3.3.15	<i>45° Bend Ductile Iron DN500 PN16</i>	<i>pce</i>
3.3.16	<i>22,5° Bend Ductile Iron DN500 PN16</i>	<i>pce</i>
3.3.17	<i>11,25° Bend Ductile Iron DN500 PN16</i>	<i>pce</i>
3.3.18	<i>Thrust blocks</i>	<i>pce</i>
3.3.19	<i>Ventilation pipe 1.50m with insect net</i>	<i>pce</i>
	MISCELLANEOUS METALWORK	
3.4	<i>Supply and installation of steel covers and ladders</i>	
	<i>Works shall include:</i>	
	<i>Supply and installation of steel covers.</i>	
	<i>The unit price shall include all labour, materials, products, equipment and tools and all other incidental costs required to complete the work as specified.</i>	
	<i>Payment shall be made per unit of cover, completed and approved by the Engineer.</i>	
3.4.1	<i>Steel cover 2.40mx2.40m</i>	<i>pce</i>
3.4.2	<i>Steel cover 1.80mx1.80m</i>	<i>pce</i>
3.4.3	<i>Steel cover 0.90mx0.90m</i>	<i>pce</i>
3.4.4	<i>Supply and install metal rail</i>	<i>lin. m.</i>
	<i>Supply and install stainless steel internal access safety ladder, installed complete and including all supports to the concrete base and skeleton of the tank, with frame and cage, painting, accessories, all as specified and shown on drawings.</i>	
3.4.5	<i>Safety Ladder</i>	<i>pce</i>

Item	Description	Unit
3.4.6	Steel ladder (access steps)	lin. m.
3.4.7	Steel ladder	pce
3.4.8	Galvanized steel cover up to 2.00mx2.00m for opening of 1.50mx1.50m. With galvanized steel frame and neoprene seal. Watertight to at least 1atm.	pce
3.4.9	Galvanized steel cover up to 1.20mx1.20m for opening of 0.80mx0.80m. With galvanized steel frame and neoprene seal. Watertight to at least 1atm.	pce
	PILES AND PILING ANCILLARIES	
3.5	Cast in place bored concrete piles 800mm diameter	
	The works shall include the transport, installation on site, relocation, operation and	
	removal of the drilling rigs and auxiliary equipment, the formation of working surfaces, the measures of control of surface and underground water, the collection, removal and disposal of the excavated drilling materials, to a site approved by the Engineer and situated within a radius of 10km from the excavation site.	
	The works shall include the supply of all material and placing of concrete in accordance with Technical Specifications and Drawings, including:	
	- preparation, mixing and transport of concrete,	
	- placing of concrete incl. tremie pipes and compaction and temporary casing if required	
	- curing and surface finish of concrete,	
	- taking of concrete samples and execution of concrete tests, integrity testing, according to the Technical Specifications,	
	- careful preparation of working joints	
	-comprehensive monitoring and reporting of pile drilling works by specialized personnel, in accordance with the relevant sections of Technical Specifications.	
	The unit price shall include all labour, materials, products, equipment, plant and tools, concrete batching, and all other incidental costs required to complete the work according to the Technical Specification and the Drawings.	
	Payment shall be made per linear meter of piles based on the dimensions shown on the approved Working Drawings, completed and approved by the Engineer.	
3.5.1	Cast in place bored reinforced concrete piles 800mm diameter	lin. m.
3.5.2	Cast in place bored plain concrete piles 800mm diameter	lin. m.
	REINFORCEMENT	
	Works shall include the supply and placing of reinforcing deformed steel bars of grade B500C for piles, cutting, bending and fixing in accordance with Technical Specifications and Drawings.	

Item	Description	Unit
	<i>The unit price shall include all labour, materials, products, equipment, plant and tools and all other incidental costs required to complete the work as specified.</i>	
	<i>Payment shall be made per weight of reinforcing steel based on the dimensions shown on the Drawings, completed and approved by the Engineer.</i>	
3.5.3	<i>Supply and placing of reinforcing steel B500C</i>	<i>t</i>
	ROADS AND PAVINGS	
	Construction / reconstruction of concrete pavement	
	<i>The works shall include the construction of C25 reinforced concrete pavement in accordance with</i>	
	<i>Technical Specifications, Drawings and as directed by the Engineer using new concrete to be supplied by Contractor:</i>	
	<i>- grading and compaction of subgrade</i>	
	<i>- loading, handling, transport of material and unloading,</i>	
	<i>- supply and placing of concrete</i>	
	<i>The unit rates shall include all materials, labour, equipment, tools, all other incidental costs and any additional excavation required to complete the works.</i>	
	<i>Payment shall be made per square meter based on the measurement of the area of concrete pavement actually executed and approved by the Engineer.</i>	
3.6.1	<i>C25 reinforced concrete pavement 150mm</i>	<i>sq.m.</i>
3.6.2	<i>Steel fabric mesh reinforcement</i>	<i>sq.m.</i>
3.6.3	<i>Joint material as approved by the Engineer</i>	<i>sq.m.</i>
	Construction / reconstruction of gravel road	
	<i>The works shall include the construction/reconstruction of gravel roads in accordance with Technical Specifications, Drawings and as directed by the Engineer, including:</i>	
	<i>- grading and compaction of subgrade</i>	
	<i>- supply, placing, levelling and compaction of granular sub-base with well graded gravel of size 5/31.5 and of thickness as per existing condition</i>	
	<i>- supply, placing, levelling and compaction of granular road base with well graded gravel of size 2/21 and of thickness as per existing condition</i>	
	<i>- loading, handling, transport of material and unloading,</i>	
	<i>The unit rates shall include all materials, labour, equipment, tools, and all other incidental costs required to complete the works.</i>	
	<i>Payment shall be made per square meter based on the measurement of the area of gravel road actually executed and approved by the Engineer.</i>	
3.6.4	<i>Construction/reconstruction of gravel road sub-base 30cm, gravel size 5/31.5</i>	<i>cu.m.</i>
3.6.5	<i>Construction/reconstruction of gravel road base, 15cm gravel size 2/21</i>	<i>cu.m.</i>
3.6.6	<i>Supply and installation of plastic road edge indicator 1000 mm height with reflector</i>	<i>pce</i>

Item	Description	Unit
	ROCK FILLED GABIONS AND MATTRESSES	
	<i>The works shall include the supply, manufacturing, filling with rock and placing of rock filled gabions and mattresses in accordance with the Technical Specifications, Drawings and as directed by the Engineer, including:</i>	
	<i>- loading, handling, transport of material from any distance, unloading,</i>	
	<i>The unit rates shall include all materials, labour, equipment, tools, and all other incidental costs required to complete the works.</i>	
3.7	<i>The gabion boxes and mattresses shall be manufactured with double-twisted hexagonal mesh. The mattress mesh shall be made with heavily galvanized wire, coated with PVC according to SANS 1580 or equivalent. Equivalent or better to the corresponding Maccaferri products.</i>	
	<i>The filling should be made with rock according to ASTM standards</i>	
	<i>Payment shall be made: Per piece for gabion boxes and Per square meter of ground coverage for mattresses.</i>	
3.7.1	<i>Gabion box 1.00 m x 1.00 m x 2.00 m</i>	<i>pce</i>
3.7.2	<i>Gabion box 1.00 m x 1.00 m x 1.00 m</i>	<i>pce</i>
3.7.3	<i>Gabion box 1.00 m x 0.50 m x 2.00 m</i>	<i>pce</i>
3.7.4	<i>Mattress of not less than 0.50 m thickness</i>	<i>sq.m.</i>
3.7.5	<i>Mattress of not less than 0.30 m thickness</i>	<i>sq.m.</i>
3.7.6	<i>Mattress of not less than 0.20 m thickness</i>	<i>sq.m.</i>
	RIP RAP	
	<i>The works shall include the supply and placing of rip rap in accordance with Technical Specifications, Drawings and as directed by the Engineer, including:</i>	
	<i>- loading, handling, transport of material, unloading,</i>	
	<i>The unit rate shall include all materials, labour, equipment, tools, and all other incidental costs required to complete the works.</i>	
	<i>Payment shall be made per square meter for rip-rap area based on the measurement of the area actually executed and approved by the Engineer.</i>	
	<i>Construction of riprap with rocks D50=200 mm and thickness of 0.50 m</i>	
3.7.7	<i>Riprap 0.5m thickness D50=200mm</i>	<i>sq.m.</i>
	Additional Payment for placing of gabion boxes, mattresses and geotextiles below river water level	
	<i>The works shall include all additional plant, tools, labor and works for placing gabion boxes, mattresses and their associated geotextiles, in the river watercourse, below the river water surface elevation at the time of placing, based on the method statement of the Contractor and as approved by the Engineer. The unit rate covers both methods of wet-placement and of dry-placement by construction of temporary embankments.</i>	

Item	Description	Unit
	<i>Payment shall be made per cubic meter volume of gabion boxes and mattresses placed below the river water surface elevation as executed and measured and approved by the Engineer. This payment will be in addition to the payments of items 3.7.1 to 3.7.7 and 3.1.12.</i>	
3.7.8	<i>Additional payment for placing of gabion boxes and mattresses with the associated geotextile below river water level</i>	<i>cu.m.</i>
3.8	<i>SUPPLY OF ELECTROMECHANICAL EQUIPMENT</i>	
	<i>Supply of cables and wires</i>	
	<i>The unit rates for supply shall include supply of equipment in accordance with the Technical Specification and shall include all accessories and components to complete the respective unit in good working order.</i>	
	<i>The unit rate shall also include supply to site of all materials, labour, equipment, tools and other incidental costs like handling, transporting and safe storage required to complete the supply. Payment shall be per piece of complete unit supplied and approved by the Engineer.</i>	
	<i>Installation of equipment shall at all times and in all cases comprise all a.m. parts, and shall include all materials, labour, equipment, tools and other incidental costs to complete the installation of all units in good working condition, including all tests required by the applicable standards.</i>	
	<i>No extra payment shall be made for tests, fastening and connecting material, temporary scaffolding, lifting equipment, material and equipment required for tests and the like.</i>	
	<i>The unit rate shall include supply to site of all materials, labour, equipment, tools and other incidental costs like handling, transporting and safe storage required to complete the supply of cables in accordance with the Technical Specifications.</i>	
	<i>Payment shall be per lump sum per installation accessories supplied and approved by the Engineer.</i>	
3.8.1	<i>Supply, install, test and commission of the internal lighting and small power supply (power socket) complete with all required parts and accessories in 8 well heads</i>	<i>lump sum</i>
	<i>Supply and Installation of Low Voltage Cables</i>	
3.8.2	<i>Supply and install of 4-core 70 sq. mm armoured Low Voltage Polyvinyl chloride (PVC) cable consisting of compact circular stranded copper conductors Class 2 to IEC 60228, extruded PVC core insulation colour coded Red, Yellow, Blue and Black, inner sheath of extruded PVC type ST2 IEC 60502-1, EN5036</i>	<i>lin. m.</i>
3.8.3	<i>Supply and install of 4-core 35 sq. mm armoured Low Voltage Polyvinyl chloride (PVC) cable consisting of compact circular stranded copper conductors Class 2 to IEC 60228, extruded PVC core insulation colour coded Red, Yellow, Blue and Black, inner sheath of extruded PVC type ST2 IEC 60502-1, EN5036</i>	<i>lin. m.</i>

Item	Description	Unit
3.8.4	Supply and install of 4-core 16 sq. mm armoured Low Voltage Polyvinyl chloride (PVC) cable consisting of compact circular stranded copper conductors Class 2 to IEC 60228, extruded PVC core insulation colour coded Red, Yellow, Blue and Black, inner sheath of extruded PVC type ST2 IEC 60502-1, EN5036	lin. m.
3.8.5	Supply and install of 4-core 10sq. mm armoured Low Voltage Polyvinyl chloride (PVC) cable consisting of compact circular stranded copper conductors Class 2 to IEC 60228, extruded PVC core insulation colour coded Red, Yellow, Blue and Black, inner sheath of extruded PVC type ST2 IEC 60502-1, EN5036	lin. m.
3.8.6	Supply and install of 4-core 6sq. mm armoured Low Voltage Polyvinyl chloride (PVC) cable consisting of compact circular stranded copper conductors Class 2 to IEC 60228, extruded PVC core insulation colour coded Red, Yellow, Blue and Black, inner sheath of extruded PVC type ST2 IEC 60502-1, EN5036	lin. m.
3.8.7	Supply and install of 4-core 4 sq. mm armoured Low Voltage Polyvinyl chloride (PVC) cable consisting of compact circular stranded copper conductors Class 2 to IEC 60228, extruded PVC core insulation colour coded Red, Yellow, Blue and Black, inner sheath of extruded PVC type ST2 IEC 60502-1, EN5036	lin. m.
3.8.8	Supply for 8 well heads installation accessories for the Low Voltage cable above including cable lugs, cable barrier boots, cable glands, tapes, markings, cable sleeves, carrier pipe bends, end-caps, spacers, sealants, connectors, bolts & nuts	lump sum
	Supply and Installation of Signal Cables	
3.8.9	Supply and installation of submersible 4-core 0.75 sq. mm signal cable of electrolytic copper conductor material, 1A, 50 V dc, Type A, B, C compound primary insulation, colour-coded core insulation and G.I round wire armouring conforming to BS 5308	lin. m.
3.8.10	19 core 0.75 sq. mm signal cable of electrolytic copper conductor material, 1A, 50 V dc, Type A, B, C compound primary insulation, colour-coded core insulation and G.I round wire armouring conforming to BS 5308	lin. m.
	Supply and Installation of Communications Cables	
	Supply and Installation of PVC conduit pipes	
	The unit rates shall include the supply of PVC conduit pipes with taut wire in accordance with DIN16873 and further Technical Specifications and Drawings, incl. all accessories.	
	The unit rate shall include supply to site of all materials, labour, equipment, tools and other incidental costs like handling, transporting and safe storage required to complete the supply.	
	Payment shall be per linear meter of cable supplied and approved by the Engineer.	
3.8.11	Supply 100mm Diameter Heavy Gauge PVC Conduit pipes with taut wire	lin. m.
3.8.12	Supply of end caps for conduit pipes under 3.8.11	pce
3.8.13	Supply of cable conduit spacers 2-fold, one sided for 3.8.11	pce
3.8.14	Supply of cable conduit spacers 4-fold, one sided for 3.8.11	pce

Item	Description	Unit
3.8.15	Supply of cable conduit spacers 6-fold, double sided for 3.8.11	pce
	Supply and Installation of cable tray	
	The unit rates shall include supply of cable trays in accordance with DIN EN 61537 and the Technical Specifications, incl. accessories. The unit rate shall include supply to site of all materials, labour, equipment, tools and other incidental costs like handling,	
	transporting and safe storage required to complete the supply.	
	Payment shall be per linear meter of cable tray and approved by the Engineer.	
3.8.16	Supply and install XRF Extra Heavy Duty stainless steel finish Cable Tray, 300mm width suitable for wall mounting	lin. m.
3.8.17	Supply and install XRF Extra Heavy Duty stainless steel finish Cable Tray, 600mm width suitable for wall mounting	lin. m.
3.8.18	Supply and install stand-off cable tray brackets for the 300mm wide cable trays complete with mounting accessories	pce
3.8.19	Supply and install stand-off cable tray brackets for the 600mm wide cable trays complete with mounting accessories	pce
3.9	Building for Electrical Appurtenances	
3.9.1	Supply and install on the top floor of the new upstream transformer building, of a complete housing unit with floor space of 40 sq.m. for the switchboards and associated equipment of the new upstream transformer building	lump sum
3.9.2	Removal of all E/M equipment from old upstream transformer house and reinstallation, testing and commissioning in new building	lump sum
3.9.3	At the existing Transformer Buildings for Wells BH9, BH10 and BH11: Relocation of transformer and all other equipment and connection to working order in the new raised positions	lump sum
4	DAYWORKS	
4.1	Labour	
4.1.1	Unskilled labour	day
4.1.2	Skilled labour (any)	day
4.1.3	Foreman	day
4.1.4	General foreman	day
4.1.5	Surveyor	day
4.1.6	Driver for vehicles not exceeding 10 tons gw	day
4.1.7	Driver for vehicles exceeding 10 tons gw	day
4.1.8	Driver for vehicle up to 10 tons	day
4.1.9	Operator for excavator, front loader, or crane	day
4.1.10	Operator for tractor with dozer blade or ripper	day

Item	Description	Unit
4.1.11	<i>Operator of grader an other large road construction equipment</i>	<i>day</i>
4.1.12	<i>Operator of crane</i>	<i>day</i>
4.2	Materials	
4.2.1	<i>Cement, ordinary Portland , or equivalent in bags</i>	<i>t</i>
4.2.2	<i>High tensile steel reinforcing bar up to 16 mm diameter</i>	<i>t</i>
4.2.3	<i>Selected aggregate for concrete</i>	<i>m³</i>
4.2.4	<i>Sand for any purpose</i>	<i>m³</i>
4.2.5	<i>Natural gravel</i>	<i>m³</i>
4.2.6	<i>Steel pipes</i>	<i>m</i>
4.2.7	<i>Structural steel profiles</i>	<i>t</i>
4.2.8	<i>PVC drain pipe diameter 200mm</i>	<i>m</i>
4.2.9	<i>PVC drain pipe diameter 300mm</i>	<i>m</i>
4.2.10	<i>Adapter DN 350</i>	<i>No.</i>
4.2.11	<i>Adapter DN 500</i>	<i>No.</i>
4.2.12	<i>Flexible Coupling DN 350</i>	<i>No.</i>
4.2.13	<i>Flexible Coupling DN 500</i>	<i>No.</i>
4.2.14	<i>Taper DN 350 to DN 500</i>	<i>No.</i>
4.3	Equipment	
4.3.1	<i>Excavator, 0.4m³, not less than 70kW</i>	<i>day</i>
4.3.2	<i>Excavator, 0.7m³, not less than 90kW</i>	<i>day</i>
4.3.3	<i>Excavator, not less than 70kW with compressor hammer, incl. Compressor</i>	<i>day</i>
4.3.4	<i>Frontloader, 0.4m³, not less than 40kW</i>	<i>day</i>
4.3.5	<i>Frontloader, 0.8m³, not less than 70kW</i>	<i>day</i>
4.3.6	<i>Grader</i>	<i>day</i>
4.3.7	<i>Tanker truck 15m³</i>	<i>day</i>
4.3.8	<i>Generator 50kVA</i>	<i>day</i>
4.3.9	<i>Generator 100kVA</i>	<i>day</i>
4.3.10	<i>Compressor for 4 chipping hammers</i>	<i>day</i>
4.3.11	<i>Electric welding equipment</i>	<i>day</i>
4.3.12	<i>Gas welding equipment</i>	<i>day</i>

<i>Item</i>	<i>Description</i>	<i>Unit</i>
4.3.13	<i>Dewatering pumps 50m³/h</i>	<i>day</i>
4.3.14	<i>Plate compactor</i>	<i>day</i>
4.3.15	<i>Bulldozer not less than 100kW</i>	<i>day</i>
4.3.16	<i>Plate compactor</i>	<i>day</i>
4.3.17	<i>Bulldozer not less than 100kW</i>	<i>day</i>
4.3.18	<i>Crane 5ton</i>	<i>day</i>

BILL OF QUANTITIES

Bill 1 – General Items

Item No.	Description	Unit	Quantity	Rate	Amount
				KSH	KSH
1	GENERAL ITEMS				
	CONTRACTUAL REQUIREMENTS				
1.1	Performance bond, insurances and parent company guarantee				
1.1.1	Remuneration for obtaining Performance Security according to Subclause 52 of GC and PC under the Contract	lump sum	1.00		
1.1.2	Remuneration for obtaining Advance Payment Security according to Subclause 51 of GC and PC under the Contract	lump sum	1.00		
1.1.3	Remuneration for obtaining Insurance for loss or damage to the Works, Plant and Material according to Subclause 13 of GC and PC under the Contract	lump sum	1.00		
1.1.4	Remuneration for obtaining Insurance for loss or damage to Equipment according to Subclause 13 of GC and PC under the Contract	lump sum	1.00		
1.1.5	Remuneration for obtaining Insurance against personal injury or death according to Subclause 13 GC and PC under the Contract	lump sum	1.00		
	SPECIFIED REQUIREMENTS				
	CONTRACTOR'S REQUIREMENTS				
1.2	Accommodation for the contract administrators				
1.2.1	Site installation for works under the Contract	lump sum	1.00		
1.2.2	Establishment/construction of Contractor's camp and site offices under the Contract	lump sum	1.00		
1.2.3	Running and maintenance costs of Contractor's camp and site offices under the Contract	month	12.00		
	ENGINEER'S REQUIREMENTS				
1.3	Accommodation and buildings				
	Offices				
1.3.1	Fully furnished Engineer's main office at Baricho WTP under the Contract	lump sum	1.00		
1.3.2	Running and maintenance costs for Engineer's main office under the Contract	month	12.00		
1.3.3	Provision of two furnished and air-conditioned site office units of an area not less than 6.0x2.50 each, one near the upstream well field and one near the downstream well field under the Contract. In addition, provision of toilet facility for each unit.	lump sum	1.00		

Item No.	Description	Unit	Quantity	Rate	Amount
				KSH	KSH
1.3.4	Running and maintenance costs for Engineer's site offices under the Contract	month	12.00		
	Accommodation				
1.3.5	Provision of accommodation 2 Nr for the Resident Engineer and Project Civil Engineer under the Contract	lump sum	1.00		
1.3.6	Provision of accommodation 4 Nr for the Engineer's staff under the Contract	lump sum	1.00		
1.3.7	Running and maintenance costs for accommodation 2 Nr for the Resident Engineer and Project Civil Engineer under the Contract	month	12.00		
1.3.8	Running and maintenance costs for the accommodation 4 Nr for the Engineer's staff under the Contract	month	12.00		
	Hotel Accommodation for Engineer's visiting experts				
1.3.9	Provision of hotel accommodation for the Engineer's visiting experts under the Contract	per day/per person	20.00		
1.4	Services for the Engineer				
1.4.1	Provision of double cab pick-up transport vehicles 2 Nr for the duration of the Contract without transfer of ownership	month	12.00		
1.4.2	Running and maintenance costs for double cab pick-up vehicles 2 Nr, inclusive drivers for the duration of the Contract	month	12.00		
1.4.3	Short-term provision on a call basis of passenger vehicles, inclusive drivers and all running and maintenance costs for the duration of the Contract inclusive of Maintenance Period	per day/per vehicle	100.00		
1.5	Equipment for use by the Engineer				
	Surveying equipment				
1.5.1	Provision of survey equipment under the Contract	lump sum	1.00		
1.6	Attendance upon the Engineer				
1.6.1	Provision of a Site Office Manager under the Contract	person-month	12.00		
1.6.2	Provision of an office messenger for Site Office under the Contract	person-month	12.00		
1.6.3	Provision of a cleaner/servent for Site Office under the Contract	person-month	12.00		
1.6.4	Provision of watchmen for Site Office under the Contract	person-month	12.00		
1.6.5	Provision of 2 (two) chainmen under the Contract	person-month	24.00		

Item No.	Description	Unit	Quantity	Rate	Amount
				KSH	KSH
1.6.6	Provision of a cleaner/servant for accommodation 2 Nr for the Resident Engineer and the Project Civil Engineer under the Contract	person-month	24.00		
1.6.7	Provision of cleaners/servants for accommodations 4 Nr for the Engineer's staff under the Contract	person-month	48.00		
1.6.8	Provision of watchmen for accommodation 2 Nr for the Resident Engineer and the Project Civil Engineer under the Contract	person-month	24.00		
1.6.9	Provision of watchmen for accommodations 4 Nr for the Engineer's staff under the Contract	person-month	48.00		
1.7	PREPARATORY WORKS				
1.7.1	Preparatory works under the Contract	lump sum	1.00		
1.8	TEMPORARY WORKS				
1.8.1	Supply and erection of project signboards under the Contract and removal of old signboards	pce.	1.00		
1.8.2	All temporary access roads for the works under the Contract	lump sum	1.00		
1.9	CONTROL OF WATER				
1.9.1	The scope of works shall include all work and operation of equipment necessary for dewatering during construction according to the Design and the Technical Specifications.	lump sum	1.00		
1.10	NEW TOILET FACILITIES AT WTP				
1.10.1	Construction of complete toilet facilities at the Water Treatment Plant including all items, fixture and connections to water supply and to sewerage	lump sum	1.00		
1.11	INSPECTION AND TESTING - Prime Cost Items				
	Inspection and testing of supplies and works by the Employer and/or the Engineer				
1.11.1	Provision for inspection and testing of supplies and works by Employer & Engineer under the Contract	lump sum	1.00	9,000,000.00	9,000,000.00
1.11.2	Contractor's profit and overhead with respect to item 1.11.1	%			
1.12	ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY REQUIREMENTS - Prime Cost Items				
1.12.1	Allow a Provisional Sum of Kshs. 1,400,000 for Quarterly Environmental Audit of the Contractor's ESMP by a registered NEMA Lead Expert	lump sum	1.00	1,400,000.00	1,400,000.00

Item No.	Description	Unit	Quantity	Rate	Amount
				KSH	KSH
1.12.2	Allow a Provisional Sum of Kshs. 1,400,000 for carrying out training program including stakeholder engagement and consultation for HIV/AIDS awareness, Sexually Transmitted Infections (STIs), Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)	lump sum	1.00	1,400,000.00	1,400,000.00
1.12.3	Allow a Provisional Sum of Kshs. 1,400,000 for Training of Employer/Engineer's and Contractor's staff on ESHS issues	lump sum	1.00	1,400,000.00	1,400,000.00
1.12.4	Allow a Provisional Sum of Kshs. 4,100,000 for Implementation of ESMP recommendations/mitigation measures	lump sum	1.00	4,100,000.00	4,100,000.00
1.12.5	Extra over Item 1.12.1 to 1.12.4 above for Contractor's overheads and profits	%			
1.13	MISCELLANEOUS - Prime Cost Items				
1.13.1	Supply for the ownership of the Employer of: - One truck, with telescopic-boom mounted crane. Rated lifting weight 15 t. Lifting height not less than 25m. - One truck mounted rig fully equipped for the cleaning/ redevelopment of the wells, including air pump, water pump and all other required equipment, including borehole investigation camera. -Training for the use of the equipment shall be supplied also.	lump sum	1.00	85,000,000.00	85,000,000.00
1.13.2	Contractor's profit and overhead with respect to item 1.13.1	%			
1.13.3	Allow a Provisional Sum for the execution of designs if and as necessary	lump sum	1.00	5,000,000.00	5,000,000.00
1.13.4	Contractor's profit and overhead with respect to item 1.13.3	%			
	Hotel Accommodation for Employer's staff - Prime Cost Item				
1.13.5	Provision of hotel accommodation for the Client's staff under the Contract	lump sum	1.00	2,500,000.00	2,500,000.00
1.13.6	Contractor's profit and overhead with respect to item 1.13.5	%			
1.13.7	Allow a Provisional sum of Kshs. 5,000,000 to cater for project monitoring and evaluation (including monthly site meetings, site visits by government officials, project ground breaking/commission etc) as directed by the project manager	Lump sum	1.00	5,000,000.00	5,000,000.00
1.13.8	Contractor's profit and overhead with respect to item 1.13.7	%			
	SUB-TOTAL 1: GENERAL ITEMS				

Bill 2 – Demolition and Site Clearance

Item No.	Description	Unit	Quantity	Rate	Amount
				KSH	KSH
2	DEMOLITION AND SITE CLEARANCE				
	SITE CLEARANCE				
2.1	General clearance				
2.1.1	General site clearance	sq.m.	65,000.00		
	TREES				
2.2	Cutting of trees and disposal of trunks				
2.2.1	Cutting of trees with a trunk diameter \leq 30 cm	pce	20.00		
2.2.2	Cutting of trees with a trunk diameter $>$ 30cm and \leq 1m	pce	10.00		
	BUILDINGS AND OTHER STRUCTURES				
2.3	Demolition and removal of existing small solid structures and walls (under and above ground level)				
2.3.1	Demolition/removal of plain concrete structures	cu.m.	10		
2.3.2	Demolition/removal of reinforced concrete structures, including pile caps	cu.m.	10		
2.3.3	Demolition/removal of brick or stone masonry structures	cu.m.	10		
2.3.4	Demolition/removal of steel piles 500mm diameter	lin. m.	100		
2.4	Demolition and removal of wire or metallic fence				
2.4.1	Demolition and removal of wire or metallic fence	lin. m.	20		
2.5	Items for removal of existing water pipes encountered during excavation				
2.5.1	Extra over "excavation" items for removal of water pipe of DN 200 to DN 400	lin. m.	230.00		
2.5.2	Extra over "excavation" items for removal of water pipe exceeding DN 400	lin. m.	60.00		
SUB-TOTAL 2: DEMOLITION AND SITE CLEARANCE					

Bill 3 – Construction Works

Item No.	Description	Unit	Quantity	Rate	Amount
				KSH	KSH
3	CONSTRUCTION WORKS				
3.1	Earthworks				
3.1.1	Stripping of topsoil and stockpiling on site for later re-use	sq.m.	66,140.00		
3.1.2	Excavation in ground of different types or compacted	cu.m.	29,610.00		
3.1.3	Excavation under water	cu.m.	100.00		
3.1.4	Excavation in hard ground or rock	cu.m.	100.00		
3.1.5	Excavation for foundations around wells to a depth not exceeding 3.00m	cu.m.	3,360.00		
3.1.6	Excavation for foundations around wells to a depth 3.00m to 6.00m	cu.m.	3,950.00		
3.1.7	Trench excavation of subsoil to a depth not exceeding 2.0m	cu.m.	520.00		
3.1.8	Trench excavation of subsoil to a depth not exceeding 3.00m	cu.m.	10.00		
3.1.9	Backfill / Embankment material	cu.m.	28,160.00		
3.1.10	Sand for pipe encasement	cu.m.	280.00		
3.1.11	Base / Subbase material	cu.m.	2,780.00		
3.1.12	Non-woven Geotextile 400g/m ²	sq.m.	64,690.00		
3.1.13	Granular Material for Drainage	cu.m.	50.00		
3.1.14	Coarse Granular Material for Drainage	cu.m.	50.00		
3.1.15	Drainage Layer Sand without Fines	cu.m.	50.00		
3.2	Concrete				
3.2.1	Supply and placing of blinding concrete C15	cu.m.	30.00		
3.2.2	Supply and placing of reinforced concrete C25	cu.m.	50.00		
3.2.3	Supply and placing of reinforced concrete C30	cu.m.	50.00		
3.2.4	Supply and placing of reinforced concrete C37	cu.m.	1,750.00		
3.2.5	Supply and placing of smooth formwork for floor slab or abutments	sq.m.	2,170.00		
3.2.6	Supply and placing of curved formwork	sq.m.	1,280.00		
3.2.7	Supply and placing of reinforcing steel bars B500C	t	280.00		
3.2.8	Waterstop 300 mm wide	lin. m.	370.00		
3.2.9	Hydrophilic swelling waterstop	lin. m.	170.00		
3.2.10	Bituminous coating	sq.m.	1,250.00		
3.2.11	Cement mortar	cu.m.	10.00		
3.2.12	Hydrophilic swelling waterstop between old and new concrete	lin. m.	150.00		
3.3	Pipework				
3.3.1	Supply and installation of DI pipes in trenches, DN 350, PN16	lin. m.	230.00		
3.3.2	Supply and installation of DI pipes in trenches, DN 500, PN16	lin. m.	60.00		

Item No.	Description	Unit	Quantity	Rate	Amount
				KSH	KSH
3.3.3	Flange Adaptor DN350 PN16	pce	8.00		
3.3.4	Supply of flanged spigot DI pipes with puddle flange, DN350, PN16, L ≤ 2m	pce	8.00		
3.3.5	Steel Flexible Stepped Coupling DN350 PN16	pce	20.00		
3.3.6	Ventilation pipe with insect net	pce	8.00		
3.3.7	DN800 Flange and Cover PN10	pce	8.00		
3.3.8	Steel Pipe D800, 7.2mm wall thickness	lin. m.	10.00		
3.3.9	Puddle flange DN800	pce	8.00		
3.3.10	90° Bend Ductile Iron DN350 PN16	pce	10.00		
3.3.11	45° Bend Ductile Iron DN350 PN16	pce	10.00		
3.3.12	22,5° Bend Ductile Iron DN350 PN16	pce	10.00		
3.3.13	11,25° Bend Ductile Iron DN350 PN16	pce	10.00		
3.3.14	90° Bend Ductile Iron DN500 PN16	pce	10.00		
3.3.15	45° Bend Ductile Iron DN500 PN16	pce	10.00		
3.3.16	22,5° Bend Ductile Iron DN500 PN16	pce	10.00		
3.3.17	11,25° Bend Ductile Iron DN500 PN16	pce	10.00		
3.3.18	Thrust blocks	pce	0.00		
3.3.19	Ventilation pipe 1.50m with insect net	pce	3.00		
3.4	Metalwork				
3.4.1	Steel cover 2.40mx2.40m	pce	5.00		
3.4.2	Steel cover 1.80mx1.80m	pce	3.00		
3.4.3	Steel cover 0.90mx0.90m	pce	8.00		
3.4.4	Supply and install metal rail	lin. m.	570.00		
3.4.5	Safety Ladder Supply and install stainless steel internal access safety ladder, installed complete and including all supports to the concrete base and skeleton of the tank, with frame and cage, painting, accessories, all as specified and shown on drawings.	pce	2.00		
3.4.6	Steel ladder (access steps)	lin. m.	33.00		
3.4.7	Steel ladder	pce	2.00		
3.4.8	Galvanized steel cover up to 2.00mx2.00m for opening of 1.50mx1.50m. With galvanized steel frame and neoprene seal. Watertight to at least 1atm.	pce	3.00		
3.4.9	Galvanized steel cover up to 1.20mx1.20m for opening of 0.80mx0.80m. With galvanized steel frame and neoprene seal. Watertight to at least 1atm.	pce	3.00		
3.5	Piles and Piling Ancillaries				
3.5.1	Cast in place bored reinforced concrete piles 800mm diameter	lin. m.	2,630.00		

Item No.	Description	Unit	Quantity	Rate	Amount
				KSH	KSH
3.5.2	Cast in place bored plain concrete piles 800mm diameter	lin. m.	1,560.00		
3.5.3	Supply and placing of reinforcing steel B500C	t	200.00		
3.6	Roads and Pavings				
3.6.1	C25 reinforced concrete pavement 150mm	sq.m.	8,950.00		
3.6.2	Steel fabric mesh reinforcement	sq.m.	8,950.00		
3.6.3	Joint material as approved by the Engineer	sq.m.	170.00		
3.6.4	Construction/reconstruction of gravel road sub-base 30cm, gravel size 5/31.5	cu.m.	50.00		
3.6.5	Construction/reconstruction of gravel road base, 15cm gravel size 2/21	cu.m.	50.00		
3.6.6	Supply and installation of plastic road edge indicator 1000mm height with reflector	pce	120.00		
3.7	Rock Filled Gabions and Mattresses				
3.7.1	Gabion box 1.00 m x 1.00 m x 2.00 m	pce	4,370.00		
3.7.2	Gabion box 1.00 m x 1.00 m x 1.00 m	pce	20.00		
3.7.3	Gabion box 1.00 m x 0.50 m x 2.00 m	pce	730.00		
3.7.4	Mattress of not less than 0.50 m thickness	sq.m.	1,650.00		
3.7.5	Mattress of not less than 0.30 m thickness	sq.m.	27,580.00		
3.7.6	Mattress of not less than 0.20 m thickness	sq.m.	12,290.00		
3.7.7	Riprap 0.5m thickness D50=200mm	sq.m.	6,990.00		
3.7.8	Additional payment for placing of gabion boxes and mattresses with the associated geotextile below river water level	cu.m.	6,290.00		
3.8	E/M Works				
3.8.1	Supply, install, test and commission of the internal lighting and small power supply (power socket) complete with all required parts and accessories in 8 well heads	lump sum	1.00		
	Supply and Installation of Low Voltage Cables				
3.8.2	Supply and install of 4-core 70 sq. mm armoured Low Voltage Polyvinyl chloride (PVC) cable consisting of compact circular stranded copper conductors Class 2 to IEC 60228, extruded PVC core insulation colour coded Red, Yellow, Blue and Black, inner sheath of extruded PVC type ST2 IEC 60502-1, EN5036	lin. m.	100.00		
3.8.3	Supply and install of 4-core 35 sq. mm armoured Low Voltage Polyvinyl chloride (PVC) cable consisting of compact circular stranded copper conductors Class 2 to IEC 60228, extruded PVC core insulation colour coded Red, Yellow, Blue and Black, inner sheath of extruded PVC type ST2 IEC 60502-1, EN5036	lin. m.	100.00		

Item No.	Description	Unit	Quantity	Rate	Amount
				KSH	KSH
3.8.4	Supply and install of 4-core 16 sq. mm armoured Low Voltage Polyvinyl chloride (PVC) cable consisting of compact circular stranded copper conductors Class 2 to IEC 60228, extruded PVC core insulation colour coded Red, Yellow, Blue and Black, inner sheath of extruded PVC type ST2 IEC 60502-1, EN5036	lin. m.	100.00		
3.8.5	Supply and install of 4-core 10sq. mm armoured Low Voltage Polyvinyl chloride (PVC) cable consisting of compact circular stranded copper conductors Class 2 to IEC 60228, extruded PVC core insulation colour coded Red, Yellow, Blue and Black, inner sheath of extruded PVC type ST2 IEC 60502-1, EN5036	lin. m.	100.00		
3.8.6	Supply and install of 4-core 6sq. mm armoured Low Voltage Polyvinyl chloride (PVC) cable consisting of compact circular stranded copper conductors Class 2 to IEC 60228, extruded PVC core insulation colour coded Red, Yellow, Blue and Black, inner sheath of extruded PVC type ST2 IEC 60502-1, EN5036	lin. m.	100.00		
3.8.7	Supply and install of 4-core 4 sq. mm armoured Low Voltage Polyvinyl chloride (PVC) cable consisting of compact circular stranded copper conductors Class 2 to IEC 60228, extruded PVC core insulation colour coded Red, Yellow, Blue and Black, inner sheath of extruded PVC type ST2 IEC 60502-1, EN5036	lin. m.	100.00		
3.8.8	Supply for 8 well heads installation accessories for the Low Voltage cable above including cable lugs, cable barrier boots, cable glands, tapes, markings, cable sleeves, carrier pipe bends, end-caps, spacers, sealants, connectors, bolts & nuts	lump sum	1.00		
	Supply and Installation of Signal Cables				
3.8.9	Supply and install of submersible 4-core 0.75 sq. mm signal cable of electrolytic copper conductor material, 1A, 50 V dc, Type A, B, C compound primary insulation, colour-coded core insulation and G.I round wire armouring conforming to BS 5308	lin. m.	100.00		
3.8.10	19 core 0.75 sq. mm signal cable of electrolytic copper conductor material, 1A, 50 V dc, Type A, B, C compound primary insulation, colour-coded core insulation and G.I round wire armouring conforming to BS 5308	lin. m.	100.00		

Item No.	Description	Unit	Quantity	Rate	Amount
				KSH	KSH
	Supply and Installation of Communications Cables				
	Supply and Installation of PVC conduit pipes				
3.8.11	Supply 100mm Diameter Heavy Gauge PVC Conduit pipes with taut wire	lin. m.	100.00		
3.8.12	Supply of end caps for conduit pipes under 3.8.11	pce	10.00		
3.8.13	Supply of cable conduit spacers 2-fold, one sided for 3.8.11	pce	10.00		
3.8.14	Supply of cable conduit spacers 4-fold, one sided for 3.8.11	pce	10.00		
3.8.15	Supply of cable conduit spacers 6-fold, double sided for 3.8.11	pce	10.00		
	Supply and Installation of cable tray				
3.8.16	Supply and install XRF Extra Heavy Duty stainless steel finish Cable Tray, 300mm width suitable for wall mounting	lin. m.	20.00		
3.8.17	Supply and install XRF Extra Heavy Duty stainless steel finish Cable Tray, 600mm width suitable for wall mounting	lin. m.	20.00		
3.8.18	Supply and install stand-off cable tray brackets for the 300mm wide cable trays complete with mounting accessories	pce	10.00		
3.8.19	Supply and install stand-off cable tray brackets for the 600mm wide cable trays complete with mounting accessories	pce	10.00		
3.9	Building for Electrical Appurtenances				
3.9.1	Supply and install on the top floor of the new upstream transformer building, of a complete housing unit with floor space of 40 sq.m. for the switchboards and associated equipment of the new upstream transformer building	lump sum	1.00		
3.9.2	Removal of all E/M equipment from old upstream transformer house and reinstallation, testing and commissioning in new building	lump sum	1.00		
3.9.3	At the existing Transformer Buildings for Wells BH9, BH10 and BH11: Relocation of transformer and all other equipment and connection to working order in the new raised positions	lump sum	1.00		
SUB-TOTAL 3: CONSTRUCTION WORKS					

Bill 4 – Dayworks

Item No.	Description	Unit	Quantity	Rate	Amount
				KSH	KSH
4	DAYWORKS				
4.1	Labour				
4.1.1	Unskilled labour	day	25.00		
4.1.2	Skilled labour (any)	day	10.00		
4.1.3	Foreman	day	3.00		
4.1.4	General foreman	day	1.00		
4.1.5	Surveyor	day	2.00		
4.1.6	Driver for vehicles not exceeding 10 tons gw	day	1.00		
4.1.7	Driver for vehicles exceeding 10 tons gw	day	1.00		
4.1.8	Driver for vehicle up to 10 tons	day	1.00		
4.1.9	Operator for excavator, front loader, or crane	day	2.00		
4.1.10	Operator for tractor with dozerblade or ripper	day	2.00		
4.1.11	Operator of grader an other large road construction equipment	day	2.00		
4.1.12	Operator of crane	day	2.00		
4.2	Materials				
4.2.1	Cement, ordinary Portland, or equivalent in bags	t	0.10		
4.2.2	High tensile steel reinforcing bar up to 16 mm diameter	t	0.10		
4.2.3	Selected aggregate for concrete	m ³	1.00		
4.2.4	Sand for any purpose	m ³	1.00		
4.2.5	Natural gravel	m ³	1.00		
4.2.6	Steel pipes	m	2.00		
4.2.7	Structural steel profiles	t	0.10		
4.2.8	PVC drain pipe diameter 200mm	m	5.00		
4.2.9	PVC drain pipe diameter 300mm	m	5.00		
4.2.10	Adapter DN 350	No.	2.00		
4.2.11	Adapter DN 500	No.	2.00		
4.2.12	Flexible Coupling DN 350	No.	6.00		
4.2.13	Flexible Coupling DN 500	No.	6.00		
4.2.14	Taper DN 350 to DN 500	No.	2.00		
4.3	Equipment				
4.3.1	Excavator, 0.4m ³ , not less than 70kW	day	2.00		
4.3.2	Excavator, 0.7m ³ , not less than 90kW	day	2.00		
4.3.3	Excavator, not less than 70kW with compressor hammer, incl. Compressor	day	2.00		
4.3.4	Frontloader, 0.4m ³ , not less than 40kW	day	2.00		
4.3.5	Frontloader, 0.8m ³ , not less than 70kW	day	2.00		
4.3.6	Grader	day	2.00		
4.3.7	Tanker truck 15m ³	day	2.00		
4.3.8	Generator 50kVA	day	2.00		
4.3.9	Generator 100kVA	day	2.00		
4.3.10	Compressor for 4 chipping hammers	day	2.00		

Item No.	Description	Unit	Quantity	Rate	Amount
				KSH	KSH
4.3.11	Electric welding equipment	day	2.00		
4.3.12	Gas welding equipment	day	2.00		
4.3.13	Dewatering pumps 50m ³ /h	day	2.00		
4.3.14	Plate compactor	day	2.00		
4.3.15	Bulldozer not less than 100kW	day	2.00		
4.3.16	Plate compactor	day	2.00		
4.3.17	Bulldozer not less than 100kW	day	2.00		
4.3.18	Crane 5ton	day	2.00		
SUB-TOTAL 4: DAYWORKS					

Summary

Item No.	Description		Amount
			KSH
1	General Items	(A)	
2	Demolition and Site Clearance	(B)	
3	Construction Works	(C)	
4	Dayworks	(D)	
	Sub – Total	(E) = Sum(A) to (D)	
	Contingency allowances @ 10%	(F) = 10% of (E)	
	Total Bid Price	(G) = (E) + (F)	
	VAT @ 16%	(H)	
	Total Bid Price (Including VAT)	(I) = (G) + (H)	

2. Schedule of Payment Currencies

Forinsert name of Section of the Works

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

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

Schedule(s) of Adjustment Data

N/A

Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the Employer]

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

Date: [Insert date of issue]

BID GUARANTEE No.: [Insert guarantee reference number]

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

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

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

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

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

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security and, if required, the

Environmental and Social (ES) Performance Security, issued to the Beneficiary upon the instruction of the Applicant; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

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

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

[signature(s)]

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

Technical Proposal

Technical Proposal Forms

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

Form PER – 1

Key Personnel

Schedule

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

Key Personnel

1.	Title of position:	
	Name of candidate:	
	Duration of appointment:	[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: <i>[Social Specialist]</i>	
	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: Sexual Exploitation, Abuse and Harassment Expert	
	[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]	
	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)]
6.	Title of position: <i>[insert title]</i>	
	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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;">Name:</td> <td style="padding: 5px;">Date of birth:</td> </tr> <tr> <td style="padding: 5px;">Address:</td> <td style="padding: 5px;">E-mail:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Professional qualifications:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Academic qualifications:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Language proficiency:<i>[language and levels of speaking, reading and writing skills]</i></td> </tr> </table>	Name:	Date of birth:	Address:	E-mail:	Professional qualifications:		Academic qualifications:		Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Name:	Date of birth:										
Address:	E-mail:										
Professional qualifications:											
Academic qualifications:											
Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>											
details	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;">Address of employer:</td> </tr> <tr> <td style="width: 40%; padding: 5px;">Telephone:</td> <td style="padding: 5px;">Contact (manager / personnel officer):</td> </tr> <tr> <td style="padding: 5px;">Fax:</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Job title:</td> <td style="padding: 5px;">Years with present employer:</td> </tr> </table>	Address of employer:		Telephone:	Contact (manager / personnel officer):	Fax:		Job title:	Years with present employer:		
Address of employer:											
Telephone:	Contact (manager / personnel officer):										
Fax:											
Job title:	Years with present employer:										

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

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

Declaration

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

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

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

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

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

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Equipment

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

Type of Equipment*					
Equipment Information	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; padding: 5px;">Name of manufacturer,</td> <td style="padding: 5px;">Model and power rating</td> </tr> <tr> <td style="padding: 5px;">Capacity*</td> <td style="padding: 5px;">Year of manufacture*</td> </tr> </table>	Name of manufacturer,	Model and power rating	Capacity*	Year of manufacture*
	Name of manufacturer,	Model and power rating			
Capacity*	Year of manufacture*				
Current Status	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Current location</td> </tr> <tr> <td style="padding: 5px;">Details of current commitments</td> </tr> </table>	Current location	Details of current commitments		
Current location					
Details of current commitments					
Source	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Indicate source of the equipment</td> </tr> <tr> <td style="padding: 5px; text-align: center;"> <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured </td> </tr> </table>	Indicate source of the equipment	<input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured		
Indicate source of the equipment					
<input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured					

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

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

Site Organization

[insert Site Organization information]

Method Statement

[insert Method Statement]

Mobilization Schedule

[insert Mobilization Schedule]

Construction Schedule

[insert Construction Schedule]

ES Management Strategies and Implementation Plans

(ES-MSIP)

- The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 11.1 (h) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.
- In developing these strategies and plans, the Bidder shall have regard to the ES provisions of the contract including those as may be more fully described in the Works Requirements in Section VII.

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

Note to the Employer:

Note to the Bidder:

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

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

CODE OF CONDUCT FOR CONTRACTOR’S PERSONNEL

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

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

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

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

REQUIRED CONDUCT

Contractor’s Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor’s Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person’s control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.

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

RAISING CONCERNS

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

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

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR CONTRACTOR'S PERSONNEL:

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

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year):

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

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

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

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

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

(2) Examples of sexual harassment in a work context

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

Others

Bidder's Qualification

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

Form ELI – 1.1: Bidder Information Form

Date: _____

NCB 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 <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI – 1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: _____

NCB 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 _____

NCB No. and title: _____

Page _____ of _____ pages

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

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

<p>[insert year]</p>	<p>[insert percentage]</p>	<p>Contract Identification: [indicate complete contract name, number, and any other identification]</p> <p>Name of Employer: <i>[insert full name]</i></p> <p>Address of Employer: [insert street/city/country]</p> <p>Matter in dispute: [indicate main issues in dispute]</p> <p>Party who initiated the dispute: [indicate “Employer” or “Contractor”]</p> <p>Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i></p>	<p>[insert amount]</p>
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Form CON – 3: Environmental and Social Performance Declaration

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

Bidder’s Name: [insert full name]

Date: [insert day, month, year]

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

NCB No. and title: [insert NCB number and title]

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

Environmental and Social Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, or Social (ES) performance since the date specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social (ES) performance since the date specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and KSHS 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 gender-based violence; sexual exploitation or sexual abuse 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: <i>[indicate main reason(s)]</i>	[insert amount]
...	...	[list all applicable contracts]	...
Performance Security called by an employer(s) for reasons related to ES performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and KSHS 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 gender-based violence; sexual exploitation, or sexual abuse breaches]		[insert amount]

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

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

Bidder's Name: [insert full name]

Date: [insert day, month, year]

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

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

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

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

Brief summary of evidence provided: _____

Contact Information: (Tel, email, name of contact person): _____

As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations (as per (e) above) [attach details as appropriate].

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 KSHS equivalent)	Estimated completion date	Average monthly invoicing over last six months (KSHS/month)
1.				
2.				
3.				
4.				
5.				
etc.				

Form FIN – 3.1: Financial Situation and Performance

Bidder’s Name: _____

Date: _____

Joint Venture Member’s Name _____

NCB 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, Kshs 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 (KSHS 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 statements¹⁹ for the _____ years required above; and complying with the requirements

¹⁹ 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 _____

NCB No. and title: _____

Page _____ of _____ pages

		Annual turnover data (construction only)	
Year	Amount Currency	Exchange rate	KSHS 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 (KSHS equivalent)
1.	
2.	
3.	
4.	

Form EXP – 4.1: General Construction Experience

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

NCB No. and title: _____

Page _____ of _____ pages

Starting	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 _____

NCB No. and title: _____

Page _____ of _____ pages

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

Form EXP – 4.2(a) (cont.)

Specific Construction and Contract Management Experience (cont.)

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

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

Bidder’s Name: _____

Date: _____

Joint Venture Member’s Name _____

Sub-contractor's Name²⁰ (as per ITB 34.2 and 34.3): _____

NCB No. and title: _____

Page _____ of _____ pages

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

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

1. Key Activity No One: _____

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

²⁰ If applicable.

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

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

2. Activity No. Two

3.

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

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

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

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

RFB No. and title: _____

Page _____ of _____ pages

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

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor	Member in JV	Management Contractor	Sub-contractor
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total Contract Amount				KSHS
Details of relevant experience				

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

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

Section V – Eligible Countries

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

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

Under ITB 4.7 (a) and 5.1: None

Under ITB 4.7 (b) and 5.1: None

Section VI – Bank Policy – Corrupt and Fraudulent Practices

(Section VI shall not be modified)

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

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.²¹ 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;²²

(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;²³

(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;²⁴

²¹ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

²² 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.

²³ 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.

²⁴ For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;²⁵
- (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,²⁶ 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 nominated²⁷ sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their 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.”

²⁵ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

²⁶ 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.

²⁷ 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

Issued as Volume 2 of 3 of these Bidding Documents

Environmental and Social Requirements

The Employer should include a suitably qualified Environmental and Social specialist/s.

The Employer should attach or refer to the Employer’s environmental and social, 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, Sexual Exploitation and Abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The Employer is advised to consult with the World Bank to agree the issues to be included which may also address: climate adaptation, land acquisition and resettlement, indigenous people, etc. The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.

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

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

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

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

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

Minimum Content of ES requirements

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

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

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

Payment for ES Requirements Comment: Recheck how to handle this

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

Key Personnel

[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.]

Key Personnel

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	Contractor's Representative	Degree in Civil Engineering, Registered with Engineers Board of Kenya or equivalent	15
2	Site Manager	Degree in Civil Engineering, Registered with Engineers Board of Kenya or equivalent	10
3	Site Electrical Engineer	Degree in Electrical Engineering, Licensed by ERA	10
4	Geotechnical Engineer	Degree in Civil Engineering or Engineering Geology	10
5	Surveyor	Degree in Surveying, Licensed	10
6	Piles Construction Technicians 2 nr	Diploma in Engineering	5 years experience in pile construction
7	Gabions Construction Technician	Diploma in Engineering	5 years experience in pile construction
8	Environmental and Social expert	Licensed by NEMA as Lead Expert	10
9	Health and Safety Expert	Registered with DOSH	10
10	Sexual Exploitation, Abuse and Harassment	Degree in sociology	3 years in similar position

Drawings

Issued as Volume 3 of 3 of these bidding Documents and a summary of drawings is as below.

S/No	Drawing Code	Title
		GENERAL LOCATION AND LAYOUT
1	BWPW-DD-1-100	GENERAL PROJECT LOCATION PLAN
2	BWPW-DD-1-105	PROJECT ACCESS MAP
3	BWPW-DD-1-110	GENERAL PROJECT LAYOUT
4	BWPW-DD-1-120	BENCHMARK PLAN
		UPSTREAM WELLFIELD
5	BWPW-DD-2-100	UPSTREAM WELLFIELD - LAYOUT
6	BWPW-DD-2-110	UPSTREAM WELLFIELD – SECTIONS
7	BWPW-DD-2-111	UPSTREAM WELLFIELD – SECTIONS
8	BWPW-DD-2-112	UPSTREAM WELLFIELD - BRIDGE AXIS SECTION
9	BWPW-DD-2-113	UPSTREAM WELLFIELD - BRIDGE AXIS SECTION
10	BWPW-DD-2-114	UPSTREAM WELLFIELD - BRIDGE AXIS SECTION
11	BWPW-DD-2-120	BH2 –PLAN AND SECTIONS
12	BWPW-DD-2-121	BH2 – PLAN AND SECTIONS
13	BWPW-DD-2-130	BH2A – PLAN AND SECTIONS
14	BWPW-DD-2-131	BH2A – PLAN AND SECTIONS
15	BWPW-DD-2-140	UPSTREAM WELLFIELD TRANSFORMER BUILDING PLAN VIEW
16	BWPW-DD-2-141	UPSTREAM WELLFIELD TRANSFORMER BUILDING HORIZONTAL SECTION A-A
17	BWPW-DD-2-142	UPSTREAM WELLFIELD TRANSFORMER BUILDING HORIZONTAL SECTION B-B
18	BWPW-DD-2-143	UPSTREAM WELLFIELD TRANSFORMER BUILDING HORIZONTAL SECTION C-C
19	BWPW-DD-2-144	UPSTREAM WELLFIELD TRANSFORMER BUILDING SECTION D-D
20	BWPW-DD-2-145	UPSTREAM WELLFIELD TRANSFORMER BUILDING SECTION E-E
21	BWPW-DD-2-146	UPSTREAM WELLFIELD TRANSFORMER BUILDING SECTION F-F

S/No	Drawing Code	Title
22	BWPW-DD-2-150	UPSTREAM WELLFIELD PILE SECTIONS
		DOWNSTREAM WELLFIELD
23	BWPW-DD-3-100	DOWNSTREAM WELLFIELD – GENERAL LAYOUT
24	BWPW-DD-3-101	DOWNSTREAM WELLFIELD – LAYOUT
25	BWPW-DD-3-102	DOWNSTREAM WELLFIELD – LAYOUT
26	BWPW-DD-3-103	DOWNSTREAM WELLFIELD – LAYOUT
27	BWPW-DD-3-104	DOWNSTREAM WELLFIELD – LAYOUT
28	BWPW-DD-3-110	DOWNSTREAM WELLFIELD – RIVERBANK PROTECTION – TYPICAL PLAN AND SECTIONS
29	BWPW-DD-3-111	SECTIONS OF BH4A AND BH4B PROTECTION AREA
30	BWPW-DD-3-112	SECTIONS OF BH4A AND BH4B PROTECTION AREA
31	BWPW-DD-3-120	BH4 – PLAN AND SECTIONS
32	BWPW-DD-3-121	BH4 – PLAN AND SECTIONS
33	BWPW-DD-3-130	BH5 – PLAN AND SECTIONS
34	BWPW-DD-3-131	BH5 – PLAN AND SECTIONS
35	BWPW-DD-3-140	BH6 – PLAN AND SECTIONS
36	BWPW-DD-3-141	BH6 – PLAN AND SECTIONS
37	BWPW-DD-3-150	BH6A – PLAN AND SECTIONS
38	BWPW-DD-3-151	BH6A – PLAN AND SECTIONS
39	BWPW-DD-3-160	BH7 – PLAN AND SECTIONS
40	BWPW-DD-3-161	BH7 – PLAN AND SECTIONS
41	BWPW-DD-3-170	BH8 – PLAN AND SECTIONS
42	BWPW-DD-3-171	BH8 – PLAN AND SECTIONS
43	BWPW-DD-3-180	DOWNSTREAM WELLFIELD PILE SECTIONS
44	BWPW-DD-3-200	ACCESS ROAD EMBANKMENT AND CULVERTS – PLAN AND LONGITUDINAL SECTION
45	BWPW-DD-3-210	SECTIONS AT CULVERTS
46	BWPW-DD-3-220	DOWNSTREAM WELLFIELD TYPICAL ROAD SECTIONS
47	BWPW-DD-3-230	DOWNSTREAM WELLFIELD TYPICAL PIPE CORRIDOR SECTIONS
		VARIOUS DETAILS

S/No	Drawing Code	Title
48	BWPW-DD-4-100	NEW WELL – LARGE ACCESS COVER
49	BWPW-DD-4-200	PAVED ROAD CONCRETE PAD TYPICAL SECTION
50	BWPW-DD-4-300	INDICATIVE METAL RAIL DETAIL
		STRUCTURAL DRAWINGS
51	BWPW-DD-5-100	BH2 & BH2A REINFORCEMENT LAYOUT
52	BWPW-DD-5-101	BH2 & BH2A REINFORCEMENT LAYOUT
53	BWPW-DD-5-200	BH4 REINFORCEMENT LAYOUT
54	BWPW-DD-5-201	BH4 REINFORCEMENT LAYOUT
55	BWPW-DD-5-300	BH5, BH6, BH6A, BH7 & BH8 REINFORCEMENT LAYOUT
56	BWPW-DD-5-301	BH5, BH6, BH6A, BH7 & BH8 REINFORCEMENT LAYOUT
57	BWPW-DD-5-400	WELL STRUCTURES WATERPROOFING OF JOINTS
58	BWPW-DD-5-500	UPSTREAM WELLFIELD TRANSFORMER BUILDING REINFORCEMENT
59	BWPW-DD-5-502	UPSTREAM WELLFIELD TRANSFORMER BUILDING REINFORCEMENT
60	BWPW-DD-5-504	UPSTREAM WELLFIELD TRANSFORMER BUILDING REINFORCEMENT
61	BWPW-DD-5-600	CULVERT REINFORCEMENT DETAILS
62	BWPW-DD-5-601	CULVERT REINFORCEMENT DETAILS
		BARICHO TOILET BLOCK
63	BWPW-DD-6-100	BARICHO TOILET BLOCK - FLOOR PLAN
64	BWPW-DD-6-101	BARICHO TOILET BLOCK - ROOF PLAN
65	BWPW-DD-6-102	BARICHO TOILET BLOCK - ELEVATION
66	BWPW-DD-6-103	BARICHO TOILET BLOCK - SECTION
67	BWPW-DD-6-104	BARICHO TOILET BLOCK - STRUCTURAL
68	BWPW-DD-6-105	BARICHO TOILET BLOCK - STRUCTURAL

Supplementary Information

TECHNICAL DESCRIPTION OF THE WORKS

1. Location of the Works

The Baricho waterworks (co-ordinates: 3.1°S and 39.78E) are located around 40 km to the west of Malindi. The well field is situated in the alluvial flood plain of the Sabaki River, about 3 km northeast of the Baricho waterworks (Kilifi District, Coast Province). Works will be carried out within parts of Sabaki Riverbed, along stretches of river-bank and in the alluvial flood plain.

The location of the works, access routes and the overall layout are shown in drawings BWPW-DD-1-100, BWPW-DD-1-105 and BWPW-DD-1-110 respectively.

2. Particular conditions of significance

- a) Works of this contract will be within the functioning Baricho Wellfield and immediately interlinked with existing infrastructure and equipment in operation providing potable water. Care will be taken to minimize disruption to and achieve compatibility with the existing infrastructure.
- b) Works of this contract will be closely interlinked with ongoing protection works in the Baricho Wellfield under a different contract. Co-ordination with other Contractors will be necessary.
- c) Work will take place on Sabaki Riverbed, along the riverbank and in the alluvial floodplain and may be affected by flood flows. The Contractor will need to be aware and take all measures and assume responsibility for the safety of personnel and the protection of his plant and equipment. The Contractor will also take all reasonable measures for the temporary protection of unfinished works.
- d) Part of the erosion protection works, consisting of gabion boxes, mattresses and geotextiles, will be placed on the riverbed, below the free water surface of the river. The contractor will select and propose the appropriate methods and equipment.

3. Scope of the Contract

The Baricho Wellfield Protection Works aim, primarily, at protecting the productive wells of the Wellfield, as well as all other infrastructure necessary for their functioning, from the floods of the Sabaki River.

The contract includes, in summary, the following,

- Construction of concrete protective structures on pile foundations at productive wells with codes BH2, BH2A, BH4, BH5, BH6, BH6A, BH7, BH8 with associated erosion protection of area surrounding the wells.
- Area protection and accessibility will be extended to the areas surrounding the protective structures of the wells with codes BH1, BH3, BH3A and BH4A. However, the protective structures themselves for these wells are being executed under a different contract.
- Construction of river-bank scour prevention works.
- Construction of scour prevention works at new bridge over Sabaki River.
- Construction of erosion protection works along access routes and pipeline corridors and protection of electricity pylons.

- Construction of a raised, overtoppable, access road with culvert underdrains across the floodplain of the downstream wellfield so that access to productive wells is possible during lesser floods.
- Construction of new transformer and switchboard building on pile foundations for the upstream wellfield and transfer/setup of all equipment from old building.
- Raising of levels of electrical switchboards and transformer in the building serving wells BH9, BH10 and BH11 and improving robustness/watertightness of covers for same wells and associated chambers as required.
- Reinstatement of all pipelines, valves and other equipment, electrical supply and signal cabling and connections so that all wells are operational. Provision of lighting and power supply within all new well structures.
- Provision of mobile crane and all other equipment necessary for serving, cleaning and redeveloping the wells within the new protection towers and training in use and transfer of ownership to Client.
- Construction of new washroom facilities adjacent to the Water Treatment Plant.

4. Identification of Productive Wells to be Protected

All wells are identified by a code of the form:

BHi[A]

Where,

- BH denotes that the well is a borehole,
- i is a number from 1 to 11 signifying the location of the well within the wellfield by increasing from upstream to downstream,
- [A] the letter A is added at the end only in cases of a second well that has been added close to the original well. The reason is historical in that a replacement borehole was placed close to an existing well, but subsequently, both boreholes were deemed productive and retained. In such cases the new well is distinguished by adding the letter A next to the identification number.

a)

To facilitate identification and ensure standardization in referring to the different productive wells, these are listed and codified in the following Table. The well locations and the corresponding codes can be found on the layout drawings.

Nomenclature of productive wells, as used in current design and tender documents.

Code of Well	Description	Is protection of the Well included in the present contract?
Upstream Wellfield		
BH1	Protection measures currently being constructed under separate design and construction contracts. The current design and tender documents includes scouring/erosion protection of surrounding area, river bank, access and service corridors to the well.	No – part of different contract

Code of Well	Description	Is protection of the Well included in the present contract?
BH2	The current design and tender documents include a protection structure (circular tower on pile foundation) for the wellhead and scouring/erosion protection of surrounding area, riverbank, access and service corridors to the well.	Yes
BH2A	The current design and tender documents include a protection structure (circular tower on pile foundation) for the wellhead and scouring/erosion protection of surrounding area, riverbank, access and service corridors to the well.	Yes
BH3	Protection measures currently being constructed under separate design and construction contracts. The current design and tender documents include protection of surrounding area, riverbank, access and service corridors to the well.	No – part of different contract
BH3A	Protection measures currently being constructed under separate design and construction contracts. The current design and tender documents include protection of surrounding area, riverbank, access and service corridors to the well.	No – part of different contract
Downstream Wellfield		
BH4	The current design and tender documents include a protection structure (circular tower on pile foundation) for the wellhead and scouring/erosion protection of surrounding area, riverbank, access and service corridors to the well.	Yes
BH4A	Protection measures currently being constructed under separate design and construction contracts. The current design and tender documents include protection of surrounding area, riverbank, access and service corridors to the well.	No – part of different contract
BH5	The current design and tender documents include a protection structure (circular tower on pile foundation) for the wellhead and scouring/erosion protection of surrounding area, riverbank, access and service corridors to the well.	Yes

Code of Well	Description	Is protection of the Well included in the present contract?
BH6	The current design and tender documents include a protection structure (circular tower on pile foundation) for the wellhead and scouring/erosion protection of surrounding area, riverbank, access and service corridors to the well.	Yes
BH6B	The current design and tender documents include a protection structure (circular tower on pile foundation) for the wellhead and scouring/erosion protection of surrounding area, riverbank, access and service corridors to the well.	Yes
BH7	The current design and tender documents include a protection structure (circular tower on pile foundation) for the wellhead and scouring/erosion protection of surrounding area, riverbank, access and service corridors to the well.	Yes
BH8	The current design and tender documents include a protection structure (circular tower on pile foundation) for the wellhead and scouring/erosion protection of surrounding area, riverbank, access and service corridors to the well.	Yes
BH9	Recently completed (2018) well-head structure. Contract includes improvements in water-tightness (improved covers and repairs).	Yes
BH10	Recently completed (2018) well-head structure. Contract includes improvements in water-tightness (improved covers and repairs).	Yes
BH11	Recently completed (2018) well-head structure. Contract includes improvements in water-tightness (improved covers and repairs).	Yes

5. Pile Foundations

The design of the concrete protective structures relies heavily on the “scour-proof” design of continuous pile foundations, also known as secant pile walls. These are designed as a sequence of a reinforced pile 800mm in diameter, followed by an unreinforced pile also 800mm in diameter, forming a continuous diaphragm. The consecutive pile centers are set at a distance of 600mm to 650mm, thus resulting in an overlapping of 100mm to 150mm. The construction sequence envisages the construction of the unreinforced pile first, followed by the driving of the pile to be reinforced, which breaks the overlapping segment of the unreinforced pile, which has not yet attained high strength, and replaces it with the reinforced.

The following table summarizes the pile depths at the different well-heads.

Reinforced and unreinforced pile depths at each well-head location

Code of Well	Reinforced pile depth	Unreinforced pile depth
	m	m
BH2, BH2A, BH4	16	10
BH5	13	8
BH6, BH6A	11	7
BH7, BH8	10	6
Upstream Transformer House	14	-

6. Upstream Wellfield

The layout of protection works in the upstream wellfield can be seen in drawing BWPW-DD-2-100 in conjunction with Sections in drawings BWPW-DD-2-110 and BWPW-DD-2-111.

It is noted that productive wells with codes BH1, BH3 and BH3A are receiving protection structures under different design and construction contracts. They are, however, included in the overall areal protection and access road provision of the current contract. Production wells BH2 and BH2A will receive protective structures under the current contract.

Bridge Zone Protection

The sizing of riverbed protection at the bridge zone varies based on hydraulic conditions from 1000mm thick gabion boxes in the middle opening, to 500mm thick on either side, to 300mm and 200mm thickness gabion mattresses on the right bank and 500mm thick Rip-Rap on the far right bank. On the right bank, bridge zone protection is incorporated into the wider right-bank protection.

All zones with protection less than 1000mm in thickness, end with a protective perimeter of 1000mm thick gabion boxes linearly arranged. All protection is underlain with geotextile 400g/m².

Right Bank Protection

The right bank – containing the productive wells and the pipeline/electricity corridors and access roads is protected by extensive laying of gabion mattresses progressively reducing in thickness from 300mm closer to the main river-course to 200 mm and then changing to simple rip-rap protection further off river-course. On the river-side, all zones end with a protective perimeter of 1000mm thick gabion boxes linearly arranged. All protection is underlain with geotextile 400g/m².

Access Roads

Erosion-protected concrete pavement access roads are provided to all productive wells, pipeline/valve chambers and next to pipeline routes. The pavement details are shown in drawing BWPW-DD-4-200.

Wells BH2 and BH2A

The plan and sections of the protection structures for these two wells are shown in drawings BWPW-DD-2-120, BWPW-DD-2-121, BWPW-DD-2-130 and BWPW-DD-2-131.

The reinforced concrete protective structures are short-towers, circular in plan, that surround the existing well-head structures. The towers are founded on a continuous pile foundation, consisting of a sequence of reinforced and unreinforced piles, as described and with the depths specified in the Table above.

Main access to the interior of the structure is via a spiral staircase on the outside and a ladder with protection on the inside. The interior ladder leads to the top slab of the existing wellhead, from where, the existing wellhead ladder can be accessed. The outside person access hole is closed by a steel cover.

Due to the relatively high ladder descent and to facilitate carrying of tools etc. for maintenance, an alternative access is also provided, via a DN800 pipe, closed off on the outside with a flanged cover, located at ground level.

Installation or removal of heavy equipment (e.g. pump units) will be by use of mobile telescopic crane. To this effect, a crane access hole in the new top slab is placed directly above the hole in the existing well-head top-slab. The new hole will be closed by a steel cover. Access for smaller equipment and for hoses can also be via the DN800 opening.

All equipment inside the existing wellheads should remain unaffected by construction of the new protective structures.

For the construction of the concrete structure, the existing DN350 pressure pipe will need to be disconnected just outside the existing well-head structure and connected to a DN350 flanged spigot pipe with a puddle flange that will allow a water-tight encasement into the new concrete structure. The pipe will then be connected to the existing pipe upstream of the first valve chamber with the use of a DN350 flexible step coupling.

Electricity supply and signal cables to the pumps will be disconnected and reconnected over the top of the new structures.

Lighting and a power supply (socket) will be installed in each structure.

The area immediately surrounding each structure is paved with a concrete pad, same as for the access roads.

Transformer and Switches Building

The electrical transformer, switchboards and associated equipment will be transferred and set-up to a new building to be built adjacent to the existing old building. The location of the new building can be seen in drawing BWPW-DD-2-100.

The new building is presented in drawings BWPW-DD-2-140 through to BWPW-DD-2-146. It is a reinforced concrete raised platform with its four columns resting on four pile foundations. On the top slab, the transformer as well as a housing unit for the switchboards and associated equipment will be placed. An intermediate level slab is left open and can be used, for example, for storage.

In the scope of the contract works is the construction of the new building, the transfer and installation of all equipment from the old building to the new, the connection to electrical and signal networks and the setting to work.

7. Downstream Wellfield

The layout of protection works in the downstream wellfield can be seen in drawings BWPW-DD-3-100 through to BWPW-DD-3-104.

It is noted that the productive well with code BH4A is receiving a protection structure under different design and construction contracts. It is, however, included in the overall areal protection and access road provision with well BH4 of the current contract.

Right Bank Protection

The right bank of Sabaki River runs for almost 800m along the downstream wellfield. The river-bank will be protected by a gabion revetment design as shown in section in drawing BWPW-DD-3-110 and in plan in drawings BWPW-DD-3-101, BWPW-DD-3-102 and BWPW-DD-3-103. The revetment type protection is made up of a 300mm gabion mattress that is anchored at the shore end on 1000x1000x2000mm gabion boxes and is placed to reach and extend, as a launching apron, by 4.00 m along the width of the river-bed. All protection is underlain by 400 g/m² geotextile.

Part of the gabion mattress will be placed under the river water surface. A number of different methods are available, particularly as the water depth during the non-flood seasons is modest, generally not exceeding 500mm. The most common method involves prefilling the mattresses on shore and then transferring onto the riverbed. For the shallow water depths, the local diversion of river flow off the 4.00 m wide river-bed zone with the use of temporary low embankments may also be desirable. The Contractor will be expected to submit a method statement for approval.

On the downstream end, the mattresses end tied to 1000x1000x2000mm gabion boxes, while at the upstream end, the revetment is linked to the special protection area of Wells BH4 and BH4A.

Protection Area of Wells BH4 and BH4A

This location calls for special protection measures due to the high flow shear stresses estimated by hydraulic modelling and the complication of the old steel-pile wall. The design of the erosion protection measures, which surround wells BH4 and BH4a can be seen in drawings BWPW-DD-3-101, BWPW-DD-3-111 and BWPW-DD-3-112.

The area is enclosed by a protective wall made up of 1000mm thick gabion boxes with a 6.00m zone of protection by horizontal 300mm mattress outside the wall. On the inside, the wall is backfilled and the top surface protected by a 300mm thick gabion mattress. Breaking and removal of concrete attached to the existing pile cup of the old steel piles may be necessary at places to allow erection of the gabion protection adjacent to the steel pile wall.

An ingress into the gabion wall, on the southern side of the area, allows vehicular access at the grade of the existing pipe chambers.

Well BH4

The plan and sections of the protection structures for the well are shown in drawings BWPW-DD-3-120, and BWPW-DD-3-121. Its relationship to the rest of the surrounding protection area and Well BH4B can be seen in drawings BWPW-DD-3-101, BWPW-DD-3-111 and BWPW-DD-3-112.

The reinforced concrete protective structure is a short-tower, circular in plan, that surrounds the existing well-head structure. The tower is founded on a continuous pile foundation, consisting of a sequence of reinforced and unreinforced piles.

Main access to the interior of the structure is via a spiral staircase on the outside and a ladder with protection on the inside. The interior ladder leads to the top slab of the existing wellhead, from where, the existing wellhead ladder can be accessed. The outside person access hole is closed by a steel cover. An alternative access is also provided, via a DN800 pipe, closed off on the outside with a flanged cover, located at a lower level.

Installation or removal of heavy equipment (e.g. pump units) will be by use of mobile telescopic crane. To this effect, a crane access hole in the new top slab is placed directly above the hole in the existing well-head top-slab. The new hole will be closed by a steel cover.

All equipment inside the existing wellhead should remain unaffected by construction of the new protective structures.

For the construction of the concrete structure, the existing DN350 pressure pipe will need to be disconnected just outside the existing well-head structure and connected to a DN350 flanged spigot pipe with a puddle flange that will allow a water-tight encasement into the new concrete structure. The pipe will then be connected to the existing pipe upstream of the first valve chamber with the use of a DN350 flexible step coupling.

Electricity supply and signal cables to the pumps will be disconnected and reconnected over the top of the new structure.

Lighting and a power supply (socket) will be installed in the structure.

On the outside, the protective tower is backfilled to the elevation of the special protection design for this location.

The area immediately surrounding the new structure is paved with a concrete pad, same as for the access roads.

Wells BH5 to BH8

The plan and sections of the protection structures for wells BH5, BH6A, BH6B, BH7 and BH8 are shown in drawings BWPW-DD-3-130 through to BWPW-DD-3-171.

The reinforced concrete protective structures are short-towers, rectangular in plan, that surround the existing well-head structures. The towers are founded on a continuous pile foundation, consisting of a sequence of reinforced and unreinforced piles.

Main access to the interior of the structure is via a concrete staircase on the outside and a ladder on the inside. The interior ladder leads to the top slab of the existing wellhead, from where, the existing wellhead ladder can be accessed. The outside person access hole is closed by a steel cover. An alternative access is also provided, via a DN800 pipe, closed off on the outside with a flanged cover, located at a lower level.

Installation or removal of heavy equipment (e.g. pump units) will be by use of mobile telescopic crane. To this effect, a crane access hole in the new top slab is placed directly above the hole in the existing well-head top-slab. The new hole will be closed by a steel cover.

All equipment inside the existing wellheads should remain unaffected by construction of the new protective structures.

For the construction of the concrete structure, the existing DN350 pressure pipe will need to be disconnected just outside the existing well-head structure and connected to a DN350 flanged spigot pipe with a puddle flange that will allow a water-tight encasement into the new concrete structure. The pipe will then be connected to the existing pipe upstream of the first valve chamber with the use of a DN350 flexible step coupling.

Electricity supply and signal cables to the pumps will be disconnected and reconnected over the top of the new structures.

Lighting and a power supply (socket) will be installed in each structure.

The area immediately surrounding each structure is paved with a concrete pad, same as for the access roads.

Wells BH9 to BH11 and Associated Transformer and Switches Building

These recently built well-head chambers will receive improved top covers. In addition, the transformer and other sensitive equipment will be raised by a moderate amount of the order of 400mm.

Protection of pipeline corridors

Pipeline corridors in areas that were found to be vulnerable to surface erosion will be protected by gabion mattresses. The extents are shown in drawings BWPW-DD-3-100 through to BWPW-DD-3-104 and the typical sections are shown in drawing BWPW-DD-3-230.

Access roads, raised access road and culverts

Erosion-protected concrete pavement for the access roads is provided in all areas where it was estimated that a road-erosion risk during big floods exists. In addition, the access road across the floodplain, leading from the existing switchboard building to the wellfield was raised by up to 1500mm and 10 box culverts 3000mm by 1500mm are to be built to allow the passage of lesser floods without overtopping of the road. During large floods, the road has been designed to be overtopped without damage.

The extents and overall layout of the erosion-protected access roads and the raised access road as well as the location of culverts can be seen in drawings BWPW-DD-3-100, BWPW-DD-3-101, BWPW-DD-3-102, BWPW-DD-3-103 and BWPW-DD-3-104. More detailed sections are shown in drawings BWPW-DD-3-200, BWPW-DD-3-210 and BWPW-DD-3-220. The road pavement details are shown in drawing BWPW-DD-4-200.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII – General Conditions of Contract

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General Conditions of Contract

A. General

1. Definitions

Boldface type is used to identify defined terms.

- (a) The “**Accepted Contract Amount**” means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The “**Activity Schedule**” is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The “**Adjudicator**” is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC Clause 23.
- (d) “**Bank**” means the financing institution **named in the PCC**.
- (e) “**Bill of Quantities**” means the priced and completed Bill of Quantities forming part of the Bid.
- (f) “**Compensation Events**” are those defined in GCC Clause 44 hereunder.
- (g) The “**Completion Date**” is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 55.1.
- (h) The “**Contract**” is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The “**Contractor**” is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The “**Contractor’s Bid**” is the completed bidding document submitted by the Contractor to the Employer.
- (k) The “**Contract Price**” is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) “**Days**” are calendar days; months are calendar months.
- (m) “**Dayworks**” are varied work inputs subject to payment on a time basis for the Contractor’s employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A “**Defect**” is any part of the Works not completed in accordance with the Contract.

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

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

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

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

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

- 2. Interpretation**
- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor’s Bid,
 - (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract, including Appendices,
 - (f) Specifications,
 - (g) Drawings,
 - (h) Bill of Quantities,²⁸ 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.

²⁸ In lump-sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

-
- 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. Communica-
tions** 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting** 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor’s obligations. The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in GCC Sub-Clause 26.1 of the General Conditions of Contract.
- 7.2 Submission by the Contractor for approval of the Project Manager, addition of any Subcontractor not named in the Contract, shall also include the Subcontractor’s declaration in accordance with Appendix C- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration.
- 8. Other
Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

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

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

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

9.3 Labor

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

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

- 9.3.2 *Conditions of Labor.* The Contractor shall pay rates of wages, and observe conditions of labor, which comply with all applicable laws.

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

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

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

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

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

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

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

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

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

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

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

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

9.3.19 *Contractor's Personnel Grievance Mechanism.* The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in GCC Sub-Clause 9.3.17, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

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

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

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

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

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

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

10. Employer's and Contractor's Risks

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

11. Employer's Risks

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

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

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

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

12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property

(including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

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

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

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

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

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

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

15. Contractor to Construct the Works

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

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

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

16.2 The Contractor shall not carry out mobilization to the Site unless the Project Manager gives approval, an approval that shall not be unreasonably delayed, to the measures the Contractor proposes to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract.

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

17. Approval by the Project Manager

- 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. Health, Safety and Protection of the Environment

- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 18.2 The Contractor shall:
- (a) comply with all applicable health and safety regulations and Laws;
 - (b) comply with all applicable health and safety obligations specified in the Contract;
 - (c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;
 - (d) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;
 - (e) provide fencing, lighting, safe access, guarding and watching of:
 - (i) the Works until the Works are taken over by the Employer; and
 - (ii) any part of the Works where the Contractor is executing outstanding works or remedying any defects during the Defects Liability Period; and
 - (f) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.
- 18.3 Protection of the environment
- The Contractor shall take all necessary measures to:
- (a) protect the environment (both on and off the Site); and

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

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

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

19. Archaeological and Geological Findings

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

The Contractor shall:

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

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

20. Possession of the Site

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

21. Access to the Site

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

22. Instructions, Inspections and Audits

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

22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic

accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

22.3 Inspections & Audit by the Bank

Pursuant to paragraph 1.16 (e) of Appendix A to the GCC- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to GCC Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

23. Appointment of the Adjudicator

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

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

24. Procedure for Disputes

24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

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

24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28

days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC.**

25. Fraud and Corruption

25.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the GCC.

25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

26. Code of Conduct

26.1 The Contractor shall have a Code of Conduct for the Contractor's Personnel.

The Contractor shall take all necessary measures to ensure that each Contractor's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

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

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

27. Security of the Site

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

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

the Site), by a notice from the Employer or the Project Manager to the Contractor.

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

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

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

B. Time Control

28. Program

- 28.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump-sum contract, the activities in the Program shall be consistent with those in the Activity Schedule. The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
- 28.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 28.3 The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities, at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of lump-sum Contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

28.4 Unless otherwise stated in the Specification, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B

28.5 In addition to the progress report, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Project Manager of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, or Contractor's, its Subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Project Manager.

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

29. Extension of the Intended Completion Date

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

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

30. Acceleration

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

be adjusted accordingly and confirmed by both the Employer and the Contractor.

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

**31. Delays
Ordered by the
Project
Manager**

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

**32. Management
Meetings**

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

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

33. Early Warning

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

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

C. Quality Control

**34. Identifying
Defects**

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

35. Tests

35.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and

any samples. If there is no Defect, the test shall be a Compensation Event.

- 36. Correction of Defects**
- 36.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 36.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 37. Uncorrected Defects**
- 37.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

- 38. Contract Price²⁹**
- 38.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 39. Changes in the Contract Price³⁰**
- 39.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
- 39.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

²⁹ In lump-sum contracts, replace GCC Sub-Clauses 38.1 as follows:

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

³⁰ In lump-sum contracts, replace entire GCC Clause 39 with new GCC Sub-Clause 39.1, as follows:

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

- 40. Variations**
- 40.1 All Variations shall be included in updated Programs³¹ produced by the Contractor.
- 40.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Contractor shall also provide information of any ES risks and impacts of the Variation. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 40.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 40.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 40.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 40.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.³²
- 41. Cash Flow Forecasts**
- 41.1 When the Program,³³ is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 42. Payment Certificates**
- 42.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 42.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

³¹ In lump-sum contracts, add "and Activity Schedules" after "Programs."

³² In lump-sum contracts, delete this paragraph.

³³ In lump-sum contracts, add "or Activity Schedule" after "Program."

- 42.3 The value of work executed shall be determined by the Project Manager.
- 42.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.³⁴
- 42.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 42.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 42.7 If the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:
- (a) failure to comply with any ES obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;
 - (b) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
 - (c) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;
 - (d) failing to have appropriate consents/permits prior to undertaking Works or related activities;
 - (e) failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner;

failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g. remediation addressing non-compliance/s).

43. Payments

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

³⁴ 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."

up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

43.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

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

43.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

44. Compensation Events

44.1 The following shall be Compensation Events:

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

44.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the

Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

- 44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
- 44.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

45. Tax

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

46. Currencies

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

47. Price Adjustment

- 47.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies to each Contract currency:

$$P_c = A_c + B_c I_{mc}/I_{oc}$$

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 coefficients³⁵ **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

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

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

48. Retention

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

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

49. Liquidated Damages

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

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

50. Bonus

50.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the PCC** for each day (less any days for which the

³⁵ 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.

Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

51. Advance Payment

- 51.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 51.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 51.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

52. Securities

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

53. Dayworks

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

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

E. Finishing the Contract

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

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

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

- 58. Operating and Maintenance Manuals** 58.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.

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

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

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;

- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 1.16 of Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

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

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

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

60. Payment upon Termination

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

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

securing the Works, and less advance payments received up to the date of the certificate.

- 61. Property**
- 61.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
- 62. Release from Performance**
- 62.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
- 63. Suspension of Bank Loan or Credit**
- 63.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:
- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
 - (b) If the Contractor has not received sums due to it within the 28 days for payment provided for in GCC Sub-Clause 43.1, the Contractor may immediately issue a 14-day termination notice

APPENDIX A

TO GENERAL CONDITIONS

Bank’s Policy – Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

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

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.³⁶ 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;³⁷
 - (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;³⁸
 - (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;³⁹
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁴⁰
 - (v) “obstructive practice” is

³⁶ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

³⁷ 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.

³⁸ 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.

³⁹ 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.

⁴⁰ 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,⁴¹ 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 nominated⁴² sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their 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.”

⁴¹ 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.

⁴² 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.

APPENDIX B

Environmental and Social (ES)

Metrics for Progress Reports

Metrics for regular reporting:

- a. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
- b. *health and safety incidents, accidents, injuries that require treatment and all fatalities;*
- c. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
- d. *status of all permits and agreements:*
 - i. *work permits: number required, number received, actions taken for those not received;*
 - ii. *status of permits and consents:*
 - *list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);*
 - *list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);*
 - *identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);*
 - *for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).*
- e. *health and safety supervision:*
 - i. *safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;*
 - ii. *number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);*
- f. *worker accommodations:*
 - i. *number of expats housed in accommodations, number of locals;*
 - ii. *date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;*
 - iii. *actions taken to recommend/require improved conditions, or to improve conditions.*

- g. Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
- h. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
- i. training:*
 - i. number of new workers, number receiving induction training, dates of induction training;
 - ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - iii. number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
 - iv. number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- j. environmental and social supervision:*
 - i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
 - ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
 - iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. Grievances: list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed).*
 - i. Worker grievances;
 - ii. Community grievances
- l. Traffic, road safety and vehicles/equipment:*
 - i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;

- ii. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. Environmental mitigations and issues (what has been done):*
- i. dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
 - ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
 - iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
 - v. spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
 - vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
 - vii. details of tree plantings and other mitigations required undertaken in the reporting period;
 - viii. details of water and swamp protection mitigations required undertaken in the reporting period.
- n. compliance:*
- i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
 - ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - iii. compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

APPENDIX C

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

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

Subcontractor’s Name: *[insert full name]*

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

Contract reference *[insert contract reference]*

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

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

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

Name of the Subcontractor _____

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

Title of the person signing on behalf of the Subcontractor _____

Signature of the person named above _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed _____ day of _____, _____

Section IX – Particular Conditions of Contract

A. General	
GCC 1.1 (d)	The financing institution is: International Development Association of The World Bank, Washington DC / USA
GCC 1.1 (r)	The Employer is: Chief Executive Officer Coast Water Works Development Agency Mikindani Street, off Nkurumah Road P.O. Box 90417 – 80100 MOMBASA, KENYA Tel. / Fax: +254-41-2315230 E-mail: info@cwvda.go.ke
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be: 12 calendar months excluding 12 calendar months defects liability period
GCC 1.1 (y)	The Project Manager is: Coast Water Works Development Agency P.O Box 90417-80100 Mombasa / Kenya Contact Person: Technical Service Manager Phone +254-41-2315230 E-mail: info@cwvda.go.ke
GCC 1.1 (aa)	The Site is located at: Baricho Well Field and is defined in drawing No. BWPW-DD-1-100 GENERAL LOCATION PLAN
GCC 1.1 (dd)	The intended Start Date shall be: “ to be inserted at contract signature”
GCC 1.1 (hh)	The Works consist of flood protection works for Upstream and Downstream Wellfield
GCC 2.2	Sectional Completions are: N/A
GCC 2.3(i)	The following documents also form part of the Contract: Contractor’s Bid
GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of Republic of Kenya .
GCC 5.1	The Project manager <i>may</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: Construction of Bridge over Sabaki River under KeRRA: Expected Completion Date is 30 April 2022.
GCC 13.1	The minimum insurance amounts and deductibles shall be:

	<p>(a) for loss or damage to the Works, Plant and Materials: The Contract Price.</p> <p>(b) for loss or damage to Equipment: as per the applicable laws in Kenya.</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: as per the applicable laws in Kenya.</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: as per the applicable laws in Kenya</p> <p>(ii) of other people: as per the applicable laws in Kenya.</p>
GCC 14.1	Site Data are: 1) Final Geotechnical Report 2) Final Hydrological Report 3) ESIA. 4)All reports done by GK/STRECO JV
GCC 20.1	The Site Possession Date(s) shall be: Start date shall be communicated by Employer and Site possession shall be before date of commencement
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: Chartered Institute of Arbitrators (Kenya Chapter).
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: Kshs 15,000/- per hour plus transport and accommodation.
GCC 24.4	Institution whose arbitration procedures shall be used: <i>Chartered Institute of Arbitrators (Kenya Chapter)</i> The place of arbitration shall be: Mombasa, Kenya
B. Time Control	
GCC 28.1	The Contractor shall submit for approval a Program for the Works within 15 days from the date of the Letter of Acceptance.
GCC 28.3	The period between Program updates is one (1) calendar month. The amount to be withheld for late submission of an updated Program is 1% of payment. The period for submission of progress reports is 15 days.
C. Quality Control	
GCC 36.1	The Defects Liability Period is: 12 calendar months.
D. Cost Control	
GCC 46.1	The currency of the Employer's country is: Kenya Shillings (Kshs)
GCC 47.1	The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 45,
GCC 48.1	The proportion of payments retained is: 10%
GCC 49.1	The liquidated damages for the whole of the Works are 0.10 percent of the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 10 percent of the final Contract Price.

GCC 50.1	The Bonus for the whole of the Works is: N/A
GCC 51.1	The Advance Payments shall be: 20 % of the Contract Price and shall be paid to the Contractor no later than 56 days after corresponding certificate.
GCC 52.1	The Performance Security will be in the form of a Bank demand guarantee in the amount of 10 percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
E. Finishing the Contract	
GCC 58.1	The date by which operating and maintenance manuals are required is: 28 days after Completion. The date by which “as built” drawings are required is: 28 days after Completion.
GCC 58.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC Sub-Clause 58.1 is: Kshs 5,000,000/- .
GCC 59.2 (g)	The maximum number of days is: 100 days .
GCC 60.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works is: 30% .

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

[Choose one of the following statements:]

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

[or]

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the addenda Nos _____ (if any)
 - (d) the Particular Conditions
 - (e) the General Conditions of Contract, including Appendices;
 - (f) the Specification
 - (g) the Drawings
 - (h) Bill of Quantities;⁴³ and
 - (i) any other document listed in the PCC as forming part of the Contract, but not limited to;
 - i. the ES Management Strategies and Implementation Plans; and
 - ii. Code of Conduct for Contractor’s Personnel (ES;
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

⁴³ In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

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

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

Signed by:

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)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [insert name and Address of Employer]

Date: _ [Insert date of issue]

PERFORMANCE GUARANTEE No.: [Insert guarantee reference number]

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

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

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

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

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

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

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

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.

Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

Environmental and Social (ES) Performance Security

ES Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [insert name and Address of Employer]

Date: [Insert date of issue]

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

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

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

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

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

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

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.

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

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

[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 (Bank Guarantee)

[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.

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.

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

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

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

[signature(s)]

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

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