

**Republic of Kenya**

**Employer: Coast Water Works Development Agency**



**Project: IMPROVEMENT OF DRINKING WATER AND SANITATION  
SYSTEMS IN MOMBASA**

**DESIGN, BUILD AND OPERATE OF MWACHE WATER TREATMENT PLANT**

**PART 1 – BIDDING PROCEDURES**

**International Procurement Competition (IPC) No: CWWDA/AFD/PQ/W3/2022-2023**

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# Republic of Kenya Coast Water Works Development Agency



IMPROVEMENT OF DRINKING WATER AND SANITATION SYSTEMS IN MOMBASA

## DESIGN, BUILD AND OPERATE OF MWACHE WATER TREATMENT PLANT

### PART 1 – BIDDINGS PROCEDURES

### SECTION 1 – INSTRUCTIONS TO BIDDERS



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## 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 Works (design, build and operate) as specified in Section VII, Employer's Requirements. The name and identification of this International Procurement Competition (IPC) process are **specified in the BDS**.
- 1.2 Throughout these Bidding Documents:
- a) The term "in writing" means communicated in written form (including electronic transmission) 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; and
  - c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Employer. It excludes the Employer's official public holidays.
- 2 Source of Funds**
- 2.1 The Employer **specified in the BDS** has received or has applied for financing (hereinafter called "funds") from *Agence Française de Développement* (hereinafter called "**AFD**") toward the project **named in the BDS**. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) for which these Bidding Documents are issued.
- 3 Corrupt and Fraudulent Practices**
- 3.1 AFD requires compliance with its policy regarding corrupt and fraudulent practices as set forth in Section VI, AFD Policy - Corrupt and Fraudulent Practices - Environmental and Social Responsibility.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its Subcontractors and subconsultants, to permit AFD to inspect all accounts, records and other documents relating to any Initial Selection process, Bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by AFD.
- 4 Eligible Bidders**
- 4.1 A Bidder may be a firm that is a private entity, a State-owned entity - subject to ITB 4.3 - or any combination of such entities 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. Any Bidder 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 procurement 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

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- 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, except for alternatives permitted under ITB 13, in more than one bid in this bidding process. Participation by a Bidder (either individually or as a JV member) 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) Any of its affiliates participated as a consultant in the preparation of the Employer's Requirements or performance requirements of the Works that are the subject of the Bid; or
  - g) Any of its affiliates has been hired (or is proposed to be hired) by the Employer as Employer's Representative for the Contract implementation; or
  - h) Has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the funds) 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 AFD throughout the procurement process and execution of the contract.
- 4.3 AFD's eligibility criteria for AFD financing are described in Section V, Eligibility Criteria.
- 4.4 A Bidder shall not be under suspension from bidding by the Employer as the result of the execution of a Bid–Securing Declaration.
- 4.5 This bidding is open only to initially selected Bidders.
- 4.6 A Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.7 A firm that is under a sanction of debarment by the Employer from being awarded a contract is eligible to participate in this procurement, unless AFD, at the Employer's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.
- 5 Eligible Materials, Equipment and Services**
- 5.1 The materials, equipment and services to be supplied under the Contract and financed by AFD may have their origin in any country subject to the restrictions specified in Section V, Eligibility Criteria, 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.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the equipment, parts or components, materials and services thereof are mined, grown, produced or manufactured, and from where the services are provided.

## B. Contents of Bidding Documents

- 6 Sections of Bidding Documents**
- 6.1 The Bidding Documents 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 – Eligibility Criteria
  - Section VI - AFD Policy – Corrupt and Fraudulent Practices – Environmental and Social Responsibility
- PART 2: Employer's Requirements**
- Section VII – Employer's 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 Documents.
- 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 amendments 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 Documents, Site Visit, Pre-Bid Meeting**
- 7.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer’s address **specified in the BDS** or raise its enquiries 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 including a description of the inquiry but without identifying its source, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. **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 23.2.
- 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

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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. Unless otherwise stated in the Bidding Documents, non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than seven (7) days 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 communicated promptly in writing 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.

#### **8 Amendment of Bidding Documents**

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing amendments.
- 8.2 Any amendment issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the amendment on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give Bidders reasonable time in which to take an amendment into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 23.2.



### C. Preparation of Bids

- 9 Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10 Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided that the relevant passages are accompanied by an accurate translation 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 two envelopes submitted simultaneously, one containing the Technical Bid and the other the Financial Bid.
- 11.2 The Technical Bid shall comprise the following:
- a) Bid submission Form – Technical Bid;
  - b) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.2;
  - c) In case of a JV, the JV agreement or the letter of intent to form a JV signed by all intended members of the future JV, in accordance with ITB 11.4;
  - d) Alternatives, if permissible in accordance with ITB 13;
  - e) Bid Security of Bid-Securing Declaration, in accordance with ITB 20.1;
  - f) Statement of Integrity, Eligibility and Social and Environmental Responsibility duly signed, in accordance with ITB 12;
  - g) Completed Bidding Forms - Technical Bid as required, in accordance with ITB 12;
  - h) Documentary evidence in accordance with ITB 14 establishing the Bidder's continued qualified status;
  - i) Documentary evidence in accordance with ITB 15 that the Works offered by the Bidder conform to the Bidding Documents;
  - j) Technical proposal and the Schedule of Performance Guarantees in accordance with ITB 16;
  - k) List of Subcontractors, in accordance with ITB 16.2;
  - l) Any other technical documents **required in the BDS**.
- 11.3 The Financial Bid (whether base or alternative) shall comprise the following:
- a) Letter of Financial Bid; Submission Form – Bid Price;
  - b) Completed Bidding Forms –Bid Price Schedules as required, in accordance with ITB 12;
  - c) Any other documents required in the BDS.
- 11.4 In accordance with the requirements under ITB 11.2, 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

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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.

- 11.5 The Bidder shall furnish information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 12 Bid Submission Forms, Statement of Integrity, Bidding Forms and Schedules**
- 12.1 The Technical Bid and the Financial Bid should be prepared using the Bid Submission Forms (both Technical and Price) and the Statement of Integrity must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.4. All blank spaces shall be filled in with the information requested.
- 13 Alternative Bids, Alternative Technical Solutions and Alternative Times for Completion**
- 13.1 **Unless otherwise specified in the BDS**, alternative bids shall not be considered. If permitted, the method for their evaluation shall be described in Section III, Evaluation and Qualification Criteria.
- 13.2 **Unless otherwise specified in the BDS**, alternative technical solutions shall not be considered. If Bidders are permitted to submit alternative technical solutions and only for specified parts of the Works, such parts shall be identified in Section VII, Employer’s Requirements. The methods for their evaluation shall be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Bidders wishing to submit alternative bids and/or alternative technical solutions, substantially compliant with the requirements of the Bidding Documents, if permitted under ITB 13.1 and/or ITB 13.2 shall provide all information necessary for a complete evaluation by the Employer of the alternative bid and/or alternative technical solutions, including but not limited to, drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details.
- 13.4 Only one (1) alternative bid per Bidder may be submitted and only one (1) alternative technical solution for each permitted part of the Works may be submitted.
- 13.5 **Unless otherwise specified in the BDS**, alternative Times for Completion of the Works shall not be considered. If permitted the method for their evaluation shall be described in Section III, Evaluation and Qualification Criteria.
- 14 Documents Establishing the Qualifications of the Bidder**
- 14.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Bidder continues to meet the criteria used at the time of Initial Selection, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect that changed from that time.
- 14.2 Any change in the structure or formation of a Bidder after being initially selected and invited to Bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) as a consequence of the change, the Bidder no longer meets the qualification criteria set forth in the Initial Selection Documents; or (ii) in the opinion of the Employer, the change may result in a substantial reduction in competition; or (iii) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; or (iv) as a consequence of the change, the Bidder no longer continues to be on the list of Initially Selected Bidders as a result of the Employer’s

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re-evaluation of the Application in accordance with criteria specified in the Initial Selection Documents. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Invitation for Bids.

14.3 The Bidder shall be responsible for ensuring that any proposed Subcontractor complies with the requirements of ITB 4 and ITB 5. Bidders shall submit an undertaking from each proposed Subcontractor to confirm that they have read, understand and will comply with the ESHS obligations. The Bidder shall provide information in accordance with the requirements in Section III.

#### **15 Documents Establishing Conformity of the Works**

15.1 The documentary evidence of the conformity of the Works to the Bidding Documents may be in the form of literature, drawings and data, and shall furnish:

- a) a detailed description of the essential technical and performance characteristics of the Works, including the Contractor's Performance Guarantees under the Schedule of Performance Guarantees of the proposed Works, in response to the Employer's Requirements;
- b) a list giving full particulars, including available sources, of all spare parts and special tools necessary for the proper and continuing operation of the Works during the Operation Service Period; and
- c) a commentary on the Employer's Requirements and adequate evidence demonstrating the substantial responsiveness of the Works, to those Employer's Requirements. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Documents are intended to be descriptive (establishing standards of quality) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Employer's Requirements.

#### **16 Technical proposal**

16.1 The Bidder shall furnish a technical proposal including method statements for the Design, Build and Operation of the Works, work methods, key activities listing any Subcontractor that will do the work, Key Contractor's equipment, Key Contractor's Personnel, Contractor's Performance Guarantees under the Schedule of Performance Guarantees and any other information as stipulated in Sections III and IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder's technical proposal to meet the requirements of Section VII, Employer's Requirements and Section III, Evaluation and Qualification Criteria.

16.2 For key activities of the Works which the Bidder intends to subcontract, Bidders shall complete the information requested in Criterion 2.1 of Section III, Evaluation and Qualification Criteria. The Bidder shall provide the information requested in Section IV, Bidding Forms for each of the proposed Subcontractors, including manufacturers of key equipment or materials. Bidders are free to list more than one Subcontractor or manufacturer against each key activities of the Works. Quoted prices will be deemed to apply to whichever Subcontractor or manufacturer is appointed, and no adjustment of the prices will be permitted in case of a change of a Subcontractor or manufacturer.

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#### 17 Bid Prices and Discounts

- 16.3 The Bidder shall be responsible for ensuring that any Subcontractor or manufacturer proposed complies with the requirements of ITB 4, and that any material or services to be provided by the Subcontractor or manufacturer comply with the requirements of ITB 5 and Sub-Clause 2.1 of Section III, Evaluation and Qualification Criteria.
- 17.1 **Unless otherwise specified in the BDS**, Bidders shall quote for the entire Works on a "single responsibility" basis such that the total lump sum Bid Price, subject to any adjustments in accordance with the Contract, covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the design, build (construction and installation), and operation and maintenance of the Works, as required in Section VII, Employer's Requirements. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the Prices for other items.
- 17.2 Bidders shall give a breakdown of the Prices in the manner and detail called for in the Price Schedules included in Section IV, Bidding Forms.
- 17.3 Where no different Price Schedules are included in the Bidding Documents, Bidders shall present their Prices in the following manner: Separately numbered Schedules included in Section IV, Bidding Forms, shall be used for each of the following elements listed below. The total amount from each Schedule (Nos. 1 to 5) shall be summarized in a Grand Summary (Schedule No. 6) giving the total Bid Price to be entered in the Bid Submission Form - Bid Price. Absence of the total Bid Price in the Bid Submission Form - Bid Price may result in the rejection of the Bid.
- Schedule No. 1: Design Services;
  - Schedule No. 2: Equipment, Materials, Tools and mandatory Spare Parts supplied from abroad;
  - Schedule No. 3: Equipment, Materials, Tools and mandatory Spare Parts supplied from within the Employer's country;
  - Schedule No. 4: Construction Works and Installation Services;
  - Schedule No. 5: Grand Summary; and
  - Schedule No. 6: Grand Summary; and
  - Schedule No. 7: Recommended Spare Parts.
- 17.4 Bidders shall note that the equipment and mandatory Spare Parts included in Schedule Nos. 2 and 3 above exclude materials used for civil, building, and other construction works. All such materials shall be included and priced under Schedule No. 4, Construction Works and Installation Services.
- 17.5 In the Schedules, Bidders shall give the required details and a breakdown of their Prices as follows:
- a) Schedule No. 1: Design Services:
- (i) Prices shall include all taxes, duties, levies and Charges payable in the Employer's country up to twenty-eight (28) days prior to the deadline for Bid submission except for VAT which will be quoted separately.

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- b) Schedules No. 2 and 3: Equipment, Materials and Tools to be supplied from abroad and from within the Employer's country:
    - (i) The Price of the equipment, materials and tools shall be quoted using the Incoterm CIP; and
    - (ii) All customs duties and VAT paid or payable in the Employer's country, up to twenty-eight (28) days prior to the deadline for Bid submission shall be quoted separately.
  - c) Schedule No. 4: Construction Works and Installation Services:
    - (i) Prices shall include prices for transportation, insurance and other services incidental to the installation of the Works, all labour, Contractor's equipment, construction works, materials, consumables and all matters and things of whatsoever nature, training, etc., where identified in the Bidding Documents, as necessary for the proper execution of the installation and other services, including all taxes, duties, levies and charges payable in the Employer's country as of twenty-eight (28) days prior to the deadline for submission of bids to the exception of VAT which will be quoted separately.
  - d) Schedules No. 5: Operation Service:
    - (i) Prices shall include operation, maintenance & knowledge transfer, as well as all taxes, duties, levies and other charges payable in the Employer's country as of twenty-eight (28) days prior to the deadline for submission of bids to the exception of VAT which will be quoted separately.
  - e) Schedule No. 6: Recommended Spare Parts:
    - (i) Prices shall be quoted using the Incoterm CIP;
    - (ii) All customs duties and VAT paid or payable in the Employer's country, up to twenty-eight (28) days prior to the deadline for Bid submission shall be quoted separately.
- 17.6 The latest edition of Incoterms, published by the International Chamber of Commerce shall govern.
- a) Under "CIP" Incoterms defines "delivery" as the place and date where risk transfers from the seller to the buyer.
  - b) In these Bidding Documents, when using "CIP" and not referring to the transfer of risk, the term "delivery" shall be interpreted as the date and place where the equipment, materials and services arrive at the named place of destination, and this date shall be reflected in the Delivery and Completion Schedules.
- 17.7 The price to be quoted in the Bid Submission Form – Bid Price shall be the total price of the Bid, excluding any discounts offered.
- 17.8 The Bidder shall quote separately any discounts and the methodology for their application in the Bid Submission Form – Bid Price.
- 17.9 **Unless otherwise specified in the BDS**, the Prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of Appendix 1 to the Contract Agreement. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Cost

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Indexation, Appendix to Financial Bid, Section IV, and the Employer may require the Bidder to justify its proposed indices and weightings.

- 17.10 **Unless otherwise specified in the BDS**, all duties, taxes, and other levies payable by the Contractor under the Contract, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder, in accordance to ITB 17.5.
- 18 Currencies of Bid and Payment**
- 18.1 The currency(ies) of the Bid and the currency(ies) of payments shall be **as specified in the BDS**.
- 18.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the Schedule of Cost Indexation in the Appendix 1 to Financial Bid are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
- 19 Period of Validity of Bids**
- 19.1 Bids shall remain valid for the period **specified in the BDS** after the Bid submission deadline date prescribed by the Employer in accordance with ITB 23.1. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their bids for a specific additional period. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its bid security or without risking execution of the Bid-Securing Declaration. Except as provided in ITB 19.3, a Bidder agreeing to the request shall not be required or permitted to modify its bid, but will be required to ensure that the bid security is extended for twenty eight (28) days beyond the deadline of the extended validity period.
- 19.3 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:
- In the case of fixed price contracts, the Contract price shall be the Bid Price adjusted by the factor **specified in the BDS**;
  - In the case of adjustable price contracts, no adjustment shall be made;
  - In any case, bid evaluation shall be based on the Bid Price without taking into consideration the applicable correction from those indicated above.
- 20 Bid Security/Bid-Securing Declaration**
- 20.1 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**.
- 20.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 20.3 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:
- An unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);

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- b) An irrevocable letter of credit;
- c) A cashier's or certified check; or
- d) Another security **specified in the BDS**;

from a reputable source from an eligible country as specified in Section V, Eligibility Criteria. 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 unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required.

- 20.4 In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 19.2.
- 20.5 Any bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.
- 20.6 The Bid Security of unsuccessful Bidders as well as of the successful Bidder shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 44.
- 20.7 The Bid Security may be forfeited or the Bid-Securing Declaration executed:
  - a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
  - b) If the successful Bidder fails to:
    - (i) Sign the Contract in accordance with ITB 43; or
    - (ii) Furnish a Performance Security in accordance with ITB 44.
- 20.8 The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally 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 referred to in ITB 4.1 and ITB 11.4.
- 20.9 If a Bid Security is not **required in the BDS** pursuant to ITB 20.1, and:
  - a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereto provided by the Bidder, or
  - b) If the successful Bidder fails to sign the Contract in accordance with ITB 43; or furnish a Performance Security in accordance with ITB 44;

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the Employer 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**.

#### **21 Format and Signing of Bid (Technical and Price)**

- 21.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL". Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 21.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialled by the person signing the bid.
- 21.3 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.
- 21.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.



## D. Submission and Opening of Bids

- 22 Sealing and Marking of Bids**
- 22.1 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 marked "Technical Bids" and "Financial Bids", 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.
- 22.2 The inner and outer envelopes shall:
- Bear the name and address of the Bidder;
  - Be addressed to the Employer in accordance with ITB 21.1;
  - Bear the specific identification of this bidding process **specified in the BDS**; and
  - Bear a warning not to open before the time and date for bid opening.
- 22.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid. **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**.
- 23 Deadline for Submission of Bids**
- 23.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**.
- 23.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 24 Late Bids**
- 24.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 24. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 25 Withdrawal, Substitution and Modification of Bids**
- 25.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted, and before the deadline for submission of Bids, by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21.2. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- Prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "SUBSTITUTION", "MODIFICATION"; and
  - Received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 23.
- 25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.
- 25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid

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validity specified by the Bidder on the Letter of Bid or any extension thereof.

#### 26 Bids Opening

- 26.1 The Employer shall open the Technical Bids in public at the address, on the date, and time **specified in the BDS** in the presence of Bidder's designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.3, shall be **as specified in the BDS**. The Financial Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and the Financial Bid are submitted together in one envelope, the Employer may reject the entire Bid.
- 26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening.
- 26.3 All other envelopes holding the Technical Bid shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; 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 Technical Bids and alternative Technical Bids read out at bid opening shall be considered for evaluation. At Technical Bid opening, the Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late bids, in accordance with ITB 24.1).
- 26.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative bids; and the presence or absence of a bid security or Bid-Securing Declaration, 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.
- 26.5 At the end of the evaluation of the Technical Bids, the Employer will invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Financial Bids. The date, time, and location of the public opening of Financial Bids will be advised in writing by the Employer and published at the Employer's web page **identified in the BDS**. Bidders shall be given reasonable notice of the opening of Financial Bids.
- 26.6 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially nonresponsive to the requirements of the Bidding Documents, and return their Financial Bids unopened.

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- 26.7 The Employer shall conduct the opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids, in public one at a time and in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Employer in accordance with ITB 26.5, and the following read out and recorded: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price including any discounts and alternative Bids and any other details as the Employer may consider appropriate. Only Financial Bids, discounts and alternative Bids read out and recorded during the opening of Financial Bids shall be considered for evaluation. **Unless otherwise specified in the BDS**, the Bid Submissions Forms – Bid Price are to be initialled by a minimum of three representatives of the Employer attending Financial Bid opening. At Financial Bid opening, the Employer shall neither discuss the merits of any Bid nor reject any Bid.
- 26.8 The Employer shall prepare a record of the opening of Financial Bids that shall include, as a minimum: the name of the Bidder, the Price, any discounts, and alternative Bids. 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 who submitted Bids on time, and posted online when electronic bidding is permitted.

## E. Evaluation and Comparison of Bids

- 27 Confidentiality**
- 27.1 Information relating to the examination, evaluation, and comparison of the Bids, and qualification of the Bidders 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 42.
- 27.2 Any attempt by a Bidder to influence the Employer in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, or Contract award decisions may result in the rejection of its Bid.
- 27.3 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.
- 28 Clarification of Bids**
- 28.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, 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 35.
- 28.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
- 29 Deviations, Reservations and Omissions**
- 29.1 During the evaluation of Bids, the following definitions apply:
- a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
  - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
  - c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.
- 30 Determination of Responsiveness**
- 30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
- 30.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents 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 Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or

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- b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 30.3 The Employer shall examine all aspects of the Technical Bid submitted in accordance with ITB 15 and 16, in particular, to confirm that all requirements of Section VII, Employer's Requirements have been met without any material Deviation, Reservation or Omission.
- 30.4 If a Technical Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material Deviation, Reservation, or Omission.
- 31 Non-material Non-conformities**
- 31.1 Provided that a bid is substantially responsive, the Employer may waive any non-material non-conformities (a non-conformity being a Deviation, Reservation or Omission) in the Bid. The Employer shall rectify quantifiable non-material non-conformities related to the Bid Price. To this effect, the Bid Price shall be adjusted by adding the highest price of the item or component as quoted in other substantially responsive bids. 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.
- 31.2 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 non-material non-conformities in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities 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.
- 32 Subcontractors**
- 32.1 **Unless otherwise stated in the BDS**, the Employer does not intend to execute any specific elements of the Works by Subcontractors selected in advance by the Employer (nominated Subcontractors).
- 32.2 A "specialized Subcontractor" is a Subcontractor hired for specialized work as defined by the Employer in Section VII. The Bidder's Bid shall name the same specialized Subcontractor as submitted in the initial selection application and approved by the Employer, or may name another specialized Subcontractor meeting the requirements specified in the initial selection phase.
- 32.3 If the Bidder proposes to engage any Subcontractors additional to or different from those named in its Initial Selection for major items of the Works, the Bidder shall give details of the name and nationality of the proposed Subcontractors for each of those items. In addition, the bidder shall include in its bid information establishing compliance with the requirements specified by the Employer for these items in the Initial Selection Documents or in Clause 2.1 of Section III.
- 33 Technical Bids Evaluation**
- 33.1 The Employer shall use the criteria and methodologies listed in this Clause and those indicated in Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
- 33.2 The Employer will carry out a detailed evaluation of the Technical Bids in accordance with ITB 30 to determine whether the technical aspects are in compliance with the Bidding Documents. The Bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified performance requirements, will be rejected for non-responsiveness. In order to reach its determination, the Employer will

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examine and compare the technical aspects of the Bids on the basis of the information supplied by the Bidders, taking into account the following:

- a) overall completeness and compliance with Section VII, Employer's Requirements; conformity of the Works offered with values specified in the Table of performance requirements, including conformity with the specified minimum (or maximum, as the case may be) requirement corresponding to each functional guarantee, as indicated in the Employer's Requirements, suitability of the Works offered in relation to the environmental and climatic conditions prevailing at the Site, and quality, function and operation of any process control concept included in the Bid;
- b) compliance with the time schedule called for by the implementation schedule and any alternative time schedules offered by Bidders, as evidenced by a milestone schedule provided in the Technical Bid;
- c) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and
- d) other relevant factors, if any, listed in Section III, Evaluation and Qualification Criteria.

33.3 If a Technical Bid is declared not substantially compliant with the requirements of the Bidding Documents, the Bid shall be rejected and shall not be further evaluated. Substantially responsive Technical Bids shall be further evaluated and scored. The scores to be given to technical factors and sub-factors are specified in Section III, Evaluation and Qualification Criteria.

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

#### **34 Eligibility and Qualification of the Bidders**

34.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether a Bidder continues to meet the eligibility and qualifications criteria specified in ITB 3 and 4, and Section III, Evaluation and Qualification Criteria of the Initial Selection Documents.

34.2 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Financial Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Financial Bid to the Bidder.

#### **35 Correction of Arithmetical Errors**

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

- a) Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the amounts given under the column for the price breakdown shall prevail and the Total Price shall be corrected accordingly;
- b) Where there are errors between the total of the amounts given in Price Schedules and the amount given in Grand Summary Price Schedule, the total of the amounts of Price Schedules shall prevail and the Grand Summary Price Schedule shall be corrected accordingly;

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- c) If there is a discrepancy between the grand total price amount given in Grand Summary Price Schedule and the Bid Price of the Bid Submission Form, the grand total price given in Grand Summary Price Schedule shall prevail and the Bid Price of the Bid Submission Form shall be corrected; and
    - d) 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), (b) and (c) above.
  - 35.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 35.1 shall result in the rejection of the Bid and the Bid Security may be executed.
- 36 Conversion to Single Currency**
  - 36.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency **as specified in the BDS.**
- 37 Financial Bid Evaluation**
  - 37.1 The Employer shall use the criteria and methodologies listed in this Clause and those indicated in Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
  - 37.2 To evaluate the Financial Bid, the Employer shall consider the following:
    - a) The Bid price, excluding Provisional Sums unless priced competitively and the provision, if any, for contingencies in the Schedules, but Daywork items, where priced competitively;
    - b) Price adjustment for correction of arithmetic errors in accordance with ITB 35.1;
    - c) Price adjustment due to discounts offered in accordance with ITB 17.7;
    - d) Price adjustment due to quantifiable non-material non-conformities in accordance with ITB 31;
    - e) Converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 36; and
    - f) The discounted operation and maintenance costs over the life cycle of the Works as specified in Section III, Evaluation and Qualification Criteria.
  - 37.3 The Employer's evaluation of the Financial Bid shall exclude and not take into account:
    - a) In the case of equipment, materials and mandatory spare parts (Schedule No. 2 and 3) supplied from abroad and from the Employer's country, all taxes and duties, applicable in the Employer's country and payable on the equipment and mandatory spare parts if the Contract is awarded to the Bidder; and
    - b) The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract.
  - 37.4 If the Bid is seriously unbalanced or front loaded in the opinion of the Employer and 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

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against financial loss in the event of default of the successful Bidder under the Contract.

- 38 Abnormally low Bid** 38.1 If the Most Advantageous Bid, as defined under Clause 41, is twenty per cent (20%) or more lower than the Employer's estimate, and unless the Employer provides justification that the estimate is inaccurate, the Employer shall require the Bidder to produce detailed price analyses for any or all items of the Schedules, to demonstrate the internal consistency of those prices and priced quantities with the construction methods, resources and schedule proposed as well as with the Employer's Requirements. Notwithstanding the provisions of ITB 31 which shall not be applicable, if one or several inconsistencies are evidenced, the Bid shall be declared non-compliant and rejected.
- 39 Evaluation of Combined Technical and Financial Bids** 39.1 The Employer's evaluation of responsive Bids will take into account technical factors, in addition to cost factors in accordance with Section III, Evaluation and Qualification Criteria. The weights to be assigned for the Technical factors and cost are specified in Section III, Evaluation and Qualification Criteria. The Employer will rank the bids based on the combined weighted technical and price scores.
- 40 Employer's Right to Reject all Bids** 40.1 The Employer reserves the right 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

- 41 Most Advantageous Bid**
- 41.1 The Employer shall award the Contract to the Bidder with the Most Advantageous Bid, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.
- 41.2 The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria, and whose Bid has been determined to be:
- a) substantially responsive to the Bidding Documents;
  - b) the best evaluated Bid i.e. the highest scoring bid in the combined technical and financial evaluation, in accordance with ITB 39.
- 42 Notification of Award**
- 42.1 Prior to the expiration of the Period of Validity of Bids or any extension thereof, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the price that the Employer will pay the Contractor in consideration of the execution, completion, and operation of the Works, and the requirement for the Contractor to remedy any defects therein (hereinafter and in the Conditions of Contract and Contract Forms called the "Accepted Contract Amount"). At the same time, the Employer shall also notify all other Bidders of the results of the bidding.
- 42.2 The Employer will publish in an English language newspaper or well-known freely accessible website the results of the bidding process identifying the Bid, and the following information: (i) name of each Bidder who submitted a Bid; (ii) Bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid.
- 42.3 Until a formal Contract Agreement is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 42.4 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 42.1, requests in writing the grounds on which its Bid was not selected.
- 42.5 In exceptional circumstances, a contract negotiation may be needed. In such case, the Employer shall send to the successful Bidder a letter of invitation to negotiate which should not be mistaken as a Letter of Acceptance which, under FIDIC Conditions of Contract, triggers contractual obligations from both Parties. The Letter of Acceptance shall be sent once the contract negotiation ends successfully. Minutes of negotiation meetings, and agreements reached therein, shall be attached to the Letter of Acceptance.
- 43 Signing of Contract**
- 43.1 Promptly upon issuing the Letter of Acceptance, the Employer shall send the successful Bidder the Contract Agreement.
- 43.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
- 44 Performance Security**
- 44.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the General Conditions of Contract, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another form acceptable to the Employer.

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- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award, the Contract termination in accordance with Section VIII, GCC Sub-Clause 15.2 and forfeiture of the Bid security or execution of the Bid-Securing Declaration. In that event, the Employer may award the Contract to the next Most Advantageous Bid.

# Republic of Kenya Coast Water Works Development Agency



IMPROVEMENT OF DRINKING WATER AND SANITATION SYSTEMS IN MOMBASA

**DESIGN, BUILD AND OPERATE OF MWACHE WATER TREATMENT PLANT**

**PART 1 – Biddings Procedures**

**Section 2 – Bid Data Sheet**



<b>A. Introduction</b>	
<b>ITB 1.1</b>	The number of the Invitation for Bids is: <b>CWWDA/AFD/PQ/W3/2022-2023</b>
<b>ITB 1.1</b> <b>ITB 2.1</b>	<b>&amp;</b> The Employer is: Coast Water Works Development Agency (CWWDA)
<b>ITB 1.1</b>	The name of the IPC is: Improvement of drinking water and sanitation systems in Mombasa – Mwache Project  The identification number of the IPC is: CWWDA/AFD/W3/2022-2023
<b>ITB 1.1</b>	The scope of work is divided into 2 parts: <ul style="list-style-type: none"> <li>• Firm part: Design, Build and Operate of Mwache Water Treatment Plant and associated works– Phase 1</li> <li>• Conditional Part: Design, Build and Operate of Mwache Water Treatment Plant – Phase 2</li> </ul>
<b>ITB 2.1</b>	The name of the Project is: Design, Build and Operate of Mwache Water Treatment Plant and Associated Works
<b>ITB 4.1</b>	Maximum number of members in the JV shall be: <b>3 (three)</b> .
<b>ITB 6.1</b>	Content of Part 2 Employer’s requirements is: <ul style="list-style-type: none"> <li>• Section VII – Employer's Requirements <ul style="list-style-type: none"> <li>– Section VII.1 – General Requirements</li> <li>– Section VII.2 – Design requirements and Performance specifications</li> <li>– Section VII.3 – Control of Performances levels</li> <li>– Section VII.4 – O&amp;M requirements</li> <li>– Section VII.5 – Technical Specifications</li> <li>– Section VII.6 – ESHS requirements</li> <li>– Section VII.7 – Security Specifications</li> <li>– Section VII.8 – Tender Drawings</li> <li>– Section VII.9 – Drawings for information</li> <li>– Section VII.10 – Water analysis for information</li> </ul> </li> </ul>

<b>B. Bidding Documents</b>	
<b>ITB 7.1</b>	For <b>clarification purposes</b> only, the Employer's address is:  The Chief Executive Officer, Coast Water Works Development Agency (CWWDA) P.O. Box 90417 – 80100, Nkrumah Road, Off Mikindani Street, Mombasa - Kenya  Telephone: +254-041-2315230  Attention: Project Coordinator and Procurement Manager  Electronic mail address: <a href="mailto:dkanui@gmail.com">dkanui@gmail.com</a> or <a href="mailto:info@cwvda.go.ke">info@cwvda.go.ke</a>
<b>ITB 7.4</b>	A Pre-Bid meeting <b>shall</b> take place at the following date, time and place:

	<p><b>Date: 18th September 2024</b>  <b>Time: 09:30 AM (local time)</b>  <b>Place: At the CEO’s Board Room,</b>  <b>Coast Water Works Development Agency (CWWDA)</b>  <b>Nkrumah Road, Off Mikindani Street,</b>  <b>Mombasa - Kenya</b></p> <p>A site visit conducted by the Employer will <b>be</b> organized.</p>
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<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	<p>The language of the Bid is: English</p> <p>All correspondence exchange shall be in the English language. Language for translation of supporting documents and printed literature is English.</p>
<b>ITB 11.2(l) &amp; ITB 11.3(c)</b>	<p>The Bidder shall submit with its Bid the following additional documents:</p> <ul style="list-style-type: none"> <li>• <i>JV agreement if applicable</i></li> </ul> <p>In the case of Works in an area labelled as orange or red by the French Ministry of Europe and Foreign Affairs<sup>1</sup>, the Bidder shall provide with its Bid a security methodology that meets the requirements of the security specifications: although the site is currently in a yellow labelled area, the Bidder shall still provide a security methodology.</p> <p>The Bidder shall include in its Bid a “Social Inclusion methodology” covering such requirements as detailed in Section 7.6 – Specifications for Environmental, Social, Health and Safety (ESHS) Management of the Works</p>
<b>ITB 13.1 &amp; ITB 13.2</b>	<p>Alternative bids and alternative technical solutions shall not be permitted.</p> <p>As a "single responsibility contract", the essence of a DBO Contract is that the Contractor designs a solution that meets the Employer’s Requirements and delivers Works which are fit-for-purpose.</p> <p>Consequently, pursuant to ITB 33.2, Bidders' design solutions which deviate from any base design solution provided in the Bidding Documents, but which (i) comply with the quality and performance of Works specified in the Employer's Requirements, and (ii) do not change the Employer's rights and Contractor's obligations under the proposed Contract, are not considered as alternative bids and are then allowed.</p>
<b>ITB 13.5</b>	<p>Alternative times for completion <b>shall not be</b> permitted.</p>

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<sup>1</sup> Or any other French Ministry responsible for the ranking of foreign countries' security condition, if applicable.

<p><b>ITB 17.3</b></p>	<p>Bidders shall present their Prices in the following manner (for both the firm and the conditional parts): Separately numbered Schedules included in Section IV, Bidding Forms, shall be used for each of the following elements listed below. The total amount from each Schedule (Nos. 1 to 10) shall be summarized in a Grand Summary (Schedule No. 9) giving the total Bid Price to be entered in the Bid Submission Form - Bid Price.</p> <p>Absence of the total Bid Price in the Bid Submission Form - Bid Price may result in the rejection of the Bid.</p> <ul style="list-style-type: none"> <li>• Schedule No. 1: Preliminary Items;</li> <li>• Schedule No. 2 &amp; 3: Equipment, Materials, Tools and mandatory Spare Parts;</li> <li>• Schedule No. 4: Construction Works and Installation Services;</li> <li>• Schedule No. 5: Environmental, Social, Health and Safety (ESHS) Cost ;</li> <li>• Schedule No. 6: Security Cost;</li> <li>• Schedule No. 7: Dayworks;</li> <li>• Schedule No. 8: Operation Service;</li> <li>• Schedule No. 9: Grand Summary</li> <li>• Schedule No. 10: Provisional sums</li> </ul>
<p><b>ITB 17.4</b></p>	<p>ITB 17.4 is modified as follows:</p> <p>Bidders shall note that the equipment and mandatory Spare Parts included in Schedule Nos. 2 above exclude materials used for civil, building, and other construction works. All such materials shall be included and priced under Schedule No. 2.</p>
<p><b>ITB 17.5</b></p>	<p>ITB 17.5 is modified as follows:</p> <p>In the Schedules (for both firm and conditional parts), Bidders shall give the required details and a breakdown of their Prices as follows:</p> <p>a) <u>Schedules No. 1 &amp; 5 &amp; 6 &amp; 7: Preliminary Items:</u></p> <p>(i) Prices shall include all taxes, duties, levies and Charges payable in the Employer’s country up to twenty-eight (28) days prior to the deadline for Bid submission except for VAT which will be quoted separately.</p> <p>b) <u>Schedules No. 2 &amp; 3: Equipment, Materials and Tools and mandatory spare parts:</u></p> <p>(i) The Price of the equipment, materials and tools shall be quoted using the Incoterm CIP; and</p> <p>(ii) All customs duties and VAT paid or payable in the Employer’s country, up to twenty-eight (28) days prior to the deadline for Bid submission shall be quoted separately.</p> <p>c) <u>Schedule No. 4: Civil Engineering and Building Works:</u></p> <p>(i) Prices shall include prices for transportation, insurance and other services incidental to the installation of the Works, all labour, Contractor’s equipment, construction works, materials, consumables and all matters and things of whatsoever nature, training, etc., where identified in the Bidding Documents, as necessary for the proper execution of the installation and other services, including all taxes, duties, levies and charges payable in the Employer’s country as of twenty-eight (28) days prior to the deadline for submission of bids to the exception of VAT which will be quoted separately.</p>

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Section 2 – Bid Data Sheet

	<p>d) <u>Schedules No. 8: Operation Service:</u></p> <p>(i) Prices shall include operation, maintenance &amp; knowledge transfer, as well as all taxes, duties, levies and other charges payable in the Employer's country as of twenty-eight (28) days prior to the deadline for submission of bids to the exception of VAT which will be quoted separately.</p>
<b>ITB 17.9</b>	<p>Sub-Clause 13.8 of Section IX, PCC-Table A specifies whether price adjustment is applicable to the Contract.</p> <p>The Bidder is required to furnish the indices and coefficients for the Price Adjustment Formula (Sample) furnished in Section IV - Bidding Forms and Schedules</p>
<b>ITB 17.10</b>	<p>Taxes, duties and fees exemptions, to which payments under the Contract are entitled, are specified in Clause 14.1 of the Particular Conditions of Contract.</p>
<b>ITB 18.1</b>	<p><b>Bidders allowed to quote in local and foreign currencies:</b></p> <p>The unit rates and prices shall be quoted by the Bidder in the Schedules separately in the following currencies:</p> <p>a) for those inputs to the works that the Bidder expects to supply from within the Employer's country, in <b>Kenya Shillings (KES)</b> and further referred to as "the local currency"; and</p> <p>b) For those inputs to the works that the Bidder expects to supply from outside the Employer's country (referred to as "the foreign currency"), in Euros (€)</p>
<b>ITB 19.1</b>	<p>The Bid Validity Period shall be <b>120 Days</b>.</p>
<b>ITB 19.3(a)</b>	<p>Not Applicable.</p>
<b>ITB 20.1</b>	<p>A Bid Security <b>shall</b> be required.</p> <p>The amount and currency of the Bid Security shall be: <b>2,000,000.00 Euros</b></p>
<b>ITB 20.3(d)</b>	<p>Other types of acceptable securities: <b>None</b></p>
<b>ITB 21.1</b>	<p>In addition to the original of the bid, the number of copies is: <b>three (3) paper copies in English and two (2) digital copies (CD or flashdisk)</b>.</p> <p>The Bidder is required to submit his price schedule in an excel format, in addition to the pdf version.</p>
<b>ITB 21.2</b>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of <b>a power of attorney established in the name of the signatory of the bid:</b></p> <p>a) notarized, or</p> <p>b) attested to by an appropriate authority in the Bidder's home country, specifying the representative's authority to sign the Bid on behalf of, and to legally bind, the Bidder.</p>

	If the Bidder is an intended or existing Joint Venture, such authorization be signed by all parties and specify the authority of the named representative to sign the Bid on behalf of, and legally bind, the intended or existing Joint Venture.
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<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.3 &amp; ITB 23.1</b>	<p>For <b><u>Bid submission purposes</u></b> only, the Employer's address is:</p> <p>Coast Water Works Development Agency (CWWDA)  <i>CEO's Boardroom</i>                      Nkrumah Road, Off Mikindani Street,                      Mombasa - Kenya                      Attention: Project Coordinator and Procurement Manager</p> <p><b>The deadline for bid submission is:</b>                      Date: 11th November 2024                      Time: 12:00 PM (Local Time)</p> <hr/> <p>Bidders <i>shall not</i> have the option of submitting their bids electronically.</p>
<b>ITB 26.1</b>	<p>The Bid opening shall take place at:</p> <p>Address:</p> <p>Coast Water Works Development Agency (CWWDA)                      Nkrumah Road, Off Mikindani Street,                      Mombasa - Kenya</p> <p><b><i>Date: 11th November 2024</i></b></p> <p><b><i>Time: 12:05 PM (Local Time)</i></b></p> <p>No minimum number of Bids is required in order to proceed to Bid opening.</p>

<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 32.1</b>	At this time the Employer <b>does not intend</b> to execute certain specific parts of the works by Subcontractors selected in advance (nominated Subcontractors)
<b>ITB 33.1</b>	<p>The technical evaluation will mandatorily include the technical evaluation of the firm part together with the technical evaluation of the conditional part, as per the methodology described in Section III – Evaluation Criteria.</p> <p>Any bid which does not include both firm part and conditional part will be rejected.</p>



<b>ITB 36.1</b>	<p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid price(s) expressed in various currencies into a single currency is: <b>Kenya Shillings</b>.</p> <p>The source of exchange rate shall be: <b>Central Bank of Kenya</b></p> <p>The date for the exchange rate shall be seven (7) days prior to the date of deadline for Bid submission.</p> <p>The currency(ies) of the Bid shall be converted into a single currency in accordance with the procedure that follows:</p> <p>The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to Clause 31, is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p>
<b>ITB37.1</b>	<p>The financial evaluation will mandatorily include the financial evaluation of the firm part together with the financial evaluation of the conditional part, as per the methodology described in Section III – Evaluation Criteria.</p> <p>Any bid which does not include both firm part and conditional part will be rejected.</p>
<b>ITB 37.3</b>	<p>The Employer’s evaluation of the Financial Bid shall exclude and not take into account:</p> <ul style="list-style-type: none"> <li>a) In the case of equipment, materials and mandatory spare parts (Schedule No. 2), all taxes and duties, applicable in the Employer’s country and payable on the equipment and mandatory spare parts if the Contract is awarded to the Bidder; and</li> <li>b) The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract.</li> </ul>
<b>ITB 37.4</b>	<p>In addition to ITB 37.4, the Employer will compare the bid price and unit prices of the Firm Part with the bid price and unit prices of the Conditional Part.</p> <p>If the Bid is seriously unbalanced or front loaded in the opinion of the Employer and after evaluation of the price analyses, the bid will be rejected.</p>
<b>ITB 38.1</b>	<p>In addition to ITB 38.1, the Employer shall require the Bidder to demonstrate the consistency of unit prices and quantities between the firm and the conditional parts. If one or several inconsistencies between the firm and the conditional parts are evidenced, the Bid shall be declared non-compliant and rejected.</p>

### F. Award of Contract

<b>ITB 42.1</b>	<p>The award of the Firm Part and the Conditional Part might be notified separately. The maximum time period for the Employer to notify the Conditional Part is defined in the Particular Conditions of Contract (PCC).</p>
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# Republic of Kenya Coast Water Works Development Agency



IMPROVEMENT OF DRINKING WATER AND SANITATION SYSTEMS IN MOMBASA

## DESIGN, BUILD AND OPERATE OF MWACHE WATER TREATMENT PLANT

### PART 1 – BIDDINGS PROCEDURES

### SECTION 3 – EVALUATION AND QUALIFICATION CRITERIA



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## **1. TECHNICAL EVALUATION**

The evaluation of the Bids shall be conducted following the steps as described below:

### **1.1. ASSESSMENT OF COMPLIANCE OF TECHNICAL PROPOSAL WITH REQUIREMENTS**

Determination of responsiveness shall be carried out in accordance with ITB 30 and ITB 33.2. In particular, conformity of the Works offered with values specified in the Table of performance requirements in the Employer's Requirements, including conformity with the specified minimum (or maximum, as the case may be) requirement corresponding to each functional guarantee shall be thoroughly verified. If a technical proposal is declared not substantially compliant with the requirements of the Bidding Documents (and notably if any required technical document is missing), the Bid shall be rejected and shall not be further evaluated.

As the environmental and social risks have been evaluated as high and/or impacts as significant, the Bidding Documents include ESHS Specifications. Consequently, the technical proposal must comprise an ESHS Methodology. The ESHS Methodology submitted by the Bidder will be evaluated to determine whether it is substantially responsive (i.e. without material deviation, reservation or omission) to the requirements specified in Section VII, Employer's Requirements - ESHS Specifications. A Bid not comprising an ESHS Methodology or a Bid for which the ESHS Methodology is not substantially responsive (i.e. with material deviation, reservation or omission) will be rejected. (Refer to Part 1 – Section IV\_Bidding forms for ESHS methodology to be submitted).

The Employer is promoting employment and fight social exclusion, and as such requires per Article 1.1.84 of the Particular Conditions that social inclusion measures be implemented as described in Section VII – Works Requirements, the technical proposal must provide a social inclusion methodology.

In this case, if (i) a social inclusion methodology is not provided, (ii) the minimum required number of hours or days of social inclusion (including technical trainings) is not respected, or (iii) one of the targeted types of people, or one of the targeted types of technical trainings, as stated in the ESHS Specifications, is not included, the Bid shall be rejected.

### **1.2. ACCEPTABILITY OF THE SECURITY METHODOLOGY**

When the security risks are assessed as high, and therefore, the Bidding Documents include security specifications in Section VII – Employer's Requirements, then the technical proposal must include a security methodology, in accordance with ITB 11.2(I) and ITB 11.3(c) of the Bid Data Sheet.

The security methodology shall be evaluated to determine whether each admissibility requirement specified in the security specifications is met. Otherwise, the Bid will be rejected.

### **1.3. SCORING OF THE TECHNICAL BID**

Substantially responsive Technical Bids shall be scored in accordance with ITB 33. The Technical Bids shall include the methodology for the Firm Part and the Conditional Part otherwise the bid will be rejected. The technical evaluation will consider the Firm Part and the Conditional Part at one time.

The technical factors and sub-factors, and the corresponding weights are:

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<b>The technical factors (sub-factors) and the corresponding weights out of 100% are:</b>	
<b>Technical Factors</b>	<b>Weights in percentage (%)</b>
<b>1. Approach and Methodology:</b>	
(i) Quality of the tender design and methodology (including, for example, architectural, esthetical and functional aspects, quality of the drawings, calculation notes, explanations of the technology proposed)	20
(ii) Quality of the proposed equipment	10
(iii) Construction Management strategy, method statement for key construction activities and construction schedule	15
(iv) Operation Maintenance Plan, including work programme (including organisation of the O&M activities, staffing, description of measures taken to ensure the reliable operation of the plant, of the performances under various operating conditions, work plan and schedule during the operation period, training program “Operation, maintenance & knowledge transfer” for the Employer’s personnel)	15
<b>2. Key Personnel qualifications and resource schedule (as per requirements of chapter 1.4 here below):</b>	
(i) CVs of Design and Build Personnel (KP1, 2, 7, 8, 9 & 13)	12
To be calculated as per the weightings below:	
<i>KP1 – 30%</i>	
<i>KP2 – 25%</i>	
<i>KP7 – 15%</i>	
<i>KP8 – 15%</i>	
<i>KP9 – 10%</i>	
<i>KP13 – 5%</i>	
(ii) CV of Construction Personnel (KP 3, 4, 5, 10, 11, 12, 14 & 15)	12
To be calculated as per the weightings below:	
<i>KP 3 – 20%</i>	
<i>KP4 – 15%</i>	
<i>KP5 – 15%</i>	
<i>KP10 – 15%</i>	
<i>KP11 – 7.5%</i>	
<i>KP12 – 7.5%</i>	
<i>KP14 – 10%</i>	
<i>KP15 – 10%</i>	
(iii) CV of Operation Service Personnel (KP6)	6
<b>3. Any other additional factors:</b>	
(i) Environmental, social, health and safety methodology (Refer to Part 1 – Section IV_Bidding forms for ESHS methodology to be submitted)	10
(ii) Social inclusion methodology (Refer to Part 1 – Section IV_Bidding forms for social inclusion methodology to be submitted)	

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**Evaluation of the technical factors N°1 (Approach and methodology):**

<b>A. QUALITY OF THE TENDER DESIGN AND METHODOLOGY</b>				
	<b>SUB-CRITERIA</b>	<b>DESCRIPTION</b>	<b>SCORE</b>	<b>WEIGHT</b>
A1	<b>EQUIPMENT TENDER DESIGN</b>	Description and justification of design criteria and assumptions Description of standards and codes of practice used for calculations Detailed and clearly explained design calculations Detailed description of proposed facilities Detailed explanation on the provision of extension Description of telemetry systems Drawings book (site layout, main structure conceptual plan views and sections)	60	<b>20%</b>
A2	<b>CIVIL WORK TENDER DESIGN</b>	Description and design calculations of structural design Description and design calculations of foundation methods Description of building services Description of work methods to be used in the implementation	30	
A3	<b>DESIGN METHODOLOGY AND SCHEDULE DURING IMPLEMENTATION</b>	Description of design methods to be used in the implementation Detailed design schedule Design methodology related to phasing for phase 1 and 2	10	
<b>B. QUALITY OF THE PROPOSED EQUIPMENT</b>				
	<b>SUB-CRITERIA</b>	<b>DESCRIPTION</b>	<b>SCORE</b>	<b>WEIGHT</b>
B1	<b>QUALITY OF THE EQUIPMENT</b>	Suppliers, quality, availability, guarantee and performances of selected equipment	70	<b>10%</b>

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		O&M training program, after sales services, maintenance and replacement logistic in Kenya	30	
<b>C. CONSTRUCTION MANAGEMENT STRATEGY, METHOD STATEMENT FOR KEY CONSTRUCTION ACTIVITIES AND CONSTRUCTION SCHEDULE</b>				
	<b>SUB-CRITERIA</b>	<b>DESCRIPTION</b>	<b>SCORE</b>	<b>WEIGHT</b>
C1	<b>CONSTRUCTION MANAGEMENT AND METHOD STATEMENT</b>	<p>Details of the arrangements and methods which the Bidder proposes to implement for the construction of the Works</p> <p>Construction management plan related to Phase 1 and 2 possible simultaneous construction/operation.</p> <p>Outline of the arrangements of the Bidder to manage coordination of Site access</p> <p>Comments on the geotechnical and subsurface aspects of the Works including materials, material sources and any constraints</p> <p>Comments on logistics and traffic management</p> <p>Outline of the arrangements and organisation of the Bidder to ensure compliance with the Works Requirements</p> <p>Outline of the arrangements of the Bidder to carry out testing upon completion as specified in the Works Requirements</p>	50	<b>15%</b>
C2	<b>PROGRAM OF WORKS AND CONSTRUCTION SCHEDULES</b>	Completeness, clarity and quality of detailed Program and Schedule for mobilisation and construction of the Works to be performed	50	
<b>D. OPERATION AND MAINTENANCE METHOD STATEMENT</b>				
	<b>SUB-CRITERIA</b>	<b>DESCRIPTION</b>	<b>SCORE</b>	<b>WEIGHT</b>
D1	<b>O&amp;M ORGANIZATION</b>	<p>Description of the organisation of the O&amp;M activities, including staffing</p> <p>Organisation and means for performance monitoring</p>	30	<b>15%</b>

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D2	<b>OPERATION OF THE PLANT</b>	<p>Description of measures taken to ensure the reliable operation of the plant, including a HACCP analysis.</p> <p>Description of the performances under various operating conditions</p> <p>Description of works plan and schedules during the operation period</p> <p>Operation management plan related to Phase 1 and 2 possible simultaneous construction/operation</p>	40
D3	<b>QUALITY MANAGEMENT DURING O&amp;M PERIOD</b>	<p>Quality control system for the O&amp;M activities</p> <p>Action plan in case of failure at the plant</p>	20
D4	<b>PROPOSED TRAINING PROGRAM</b>	<p>Outline of the required training program “Operation, maintenance &amp; knowledge transfer” for the Employer’s personnel</p> <p>Proposed personnel for planning and performing of the training program</p>	10

**Evaluation of the technical factor N°2 (Key Personnel qualifications and resource schedule):**

The number of points to be assigned for each Key Personnel mentioned above shall be broken down as follows:

(i)	General qualifications (general relevant education, training, and general experience)	15%
(ii)	Adequacy for the services (experience in the sector/ similar services): achievement of minimum requirements will gain 50% of the points; none achievement of the minimum requirements will score 0%, experiences exceeding the minimum requirements will be scored in pro rata of the Key Personnel among the Bidders having the maximum number or years of experience.	50%
(iii)	Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	10%
(iv)	Language competency in English: Minimum score of 605 in TOEIC test (see equivalence table for IELTS, TOEFL and CEFR tests) or proof that the medium of instruction for higher education was English.	15%
(v)	Number of years of experience of the Key Personnel with the Employer	10%
	<b>Total Weight</b>	<b>100%</b>

**Evaluation of the technical factors N°3 (Any other additional factors):**

The number of points to be assigned for each sub-factors mentioned above shall be broken down as follows:



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### Section 3 – Evaluation and Qualification Criteria

(i)	The methodology is clear and complete: supporting documentation provided, organization described, resources mobilized, list of activities, risks and assumptions	30%
(ii)	The methodology is relevant, fully meets the Employer's Requirements and contains innovations	30%
(iii)	The work plan is detailed, realistic and in line with the Employer's Requirements and proposed methodology	20%
(iv)	The number of experts and the expected number of working days for each expert are adequate to satisfactorily perform each activity.	20%
<b><u>TOTAL</u></b>		<b><u>100%</u></b>

**A minimum scoring of 70% for the technical bid is mandatory to pass this first evaluation. Bids below this score will be rejected.**

### 1.4. KEY PERSONNEL

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements (refer to Section 33.2 of Part 2 – S7.1 – General requirements):

No.	Position	Total work experience (years)	Minimum requirements in similar works experience
KP 1	<u>Project Manager</u>	15	3 no. WTP construction projects with capacity > 4,500 m3/h
KP 2	<u>Process Expert</u>	15	3 no. WTP construction projects with one project having a capacity > 4,500 m3/h
KP 3	<u>Construction Site Manager</u>	15	3 no. WTP construction projects with one project having a capacity > 4,500 m3/h
KP 4	<u>Construction Site Engineers</u>	10	3 no. WTP construction projects with one project having a capacity > 4,500 m3/h
KP 5	<i>Engineering Surveyor</i>	15	3 no. WTP construction projects with one project having a capacity > 4,500 m3/h
KP 6	<i>Operation and Maintenance Manager</i>	10	3 no. WTP construction projects with one project having a capacity > 4,500 m3/h and managed for a

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No.	Position	Total work experience (years)	Minimum requirements in similar works experience
			minimum duration of two years
KP 7	<i>Electromechanical expert</i>	15	3 no. WTP construction projects with one project having a capacity > 4,500 m <sup>3</sup> /h
KP 8	<i>Structural Engineer</i>	15	3 no. WTP construction projects with one project having a capacity > 4,500 m <sup>3</sup> /h
KP 9	<i>Electricity and SCADA expert</i>	15	3 no. industrial plants with one of which is a WTP construction projects with capacity > 4,500 m <sup>3</sup> /h
KP 10	<i>ESHS manager/expert</i>	10	5 years
KP 11	<i>Environmental and social Officer</i>	5	2 years
KP 12	<i>Health and Safety Officer</i>	5	2 years
KP 13	<i>Architect</i>	5	2 years
KP 14	<i>Technical Trainings Manager</i>	10	5 years
KP 15	<i>Employment and Social Inclusion Expert</i>	10	5 years

The Bidder shall provide details of the proposed personnel and their experience records using Forms PER-1 and PER-2 included in Section IV - Bidding Forms and Schedules.

The Employer is willing to promote employment and fight social exclusion, and as such requires per Article 1.1.84 of the Particular Conditions that social inclusion measures be implemented as described in Section VII – Works Requirements, the Bidder must demonstrate that it can mobilize specialists in technical trainings and social inclusion and employment as specified in the table above.

The Employer reserves the right to request the replacement of any of the Key Personnel of the successful Bidder during Contract negotiations if the minimum requirements are not achieved.

### 1.5. EQUIPMENT

The Bidder must demonstrate that it can obtain (purchase, lease or rent) the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number Required
1	Excavators for earth works / rock breaking, minimum 200 hp	3
2	Loaders for earth works	4
3	Dump truck for earth works, 14 m <sup>3</sup>	6
4	Mobile Water Bowser, 10 to 18 m <sup>3</sup>	2

Part 1 – Bidding Procedures

Section 3 – Evaluation and Qualification Criteria

5	Central batch plant for construction works minimum capacity 10 m <sup>3</sup> /h	2
6	Truck concrete mixer for construction works	2
7	Concrete Pump for construction works	2
8	Mobile crane 60 tons for construction works	2
9	Generators 150 to 250 kVA	2
10	Bulldozer D8/D10	2
11	Truck with crane 15 tons	2
12	Air compressor for 5 jack hammers	2

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

If the Bidder has not demonstrated that it can obtain (purchase, lease or rent) the key equipment listed above, the Bid will be rejected.

## 2. FINANCIAL EVALUATION

The financial evaluation will be conducted on Bids that have been determined to be substantially responsive and not rejected.

### 2.1. DESIGN BUILD PRICE

The Design Build Price will be evaluated separately for both **Phase 1** (Firm Part, 50% WTP capacity) and **Phase 2** (Conditional Part).

As per ITB 37.4, the Employer will analyse and compare the bid prices, quantities and unit prices of the Firm Part with the bid prices, quantities and unit prices of the Conditional Part. If the Bid is seriously unbalanced or front loaded in the opinion of the Employer and after evaluation of the price analyses, the bid will be rejected.

### 2.2. NET PRESENT VALUE EVALUATION

The Design Build Bid Price shall not be discounted.

Taking into account the Net Present Value Evaluation of the Operation Service Bid Price, the annual amounts in the Operation Service Price Schedules, as adjusted in accordance with ITB 37.2 (a) to (e), shall be discounted using a discount rate *I* of 3%.

### 2.3. OPERATION AND/OR MAINTENANCE COSTS

An adjustment to take into account the extended operating and/or maintenance costs of the Works will be added to the Bid Price, for evaluation purposes only. The adjustment will be calculated by determining the total Operation & Maintenance Evaluated Price (OMEP) using the following formula:

$$OMEP = \sum_{x=1}^N OM_x + \sum_{x=1+N}^M \frac{OM_N}{(1+I)^{x-N}}$$

Where:

- |       |   |   |
|-------|---|---|
| N     | = | Number of years of Operation Service already included in the Contract (Sub-Clause 8.2 of PCC);  |
| M     | = | The life span expectancy of the facility specified in the Table of performance requirements of Section VII, Employer's Requirements;  |
| x     | = | An index number 1, 2, 3, ... M representing the total number of years to be taken into account in the bid evaluation with regards to operation and/or maintenance costs;  |
| OM(*) | = | Operation Service cost for year "x," as provided by the Bidder in the specific Operation Service Price Schedule (Schedule 5) of Price Schedules of Section IV, Bidding Forms. The rate for the last year priced under the Contract shall be applied for each subsequent year; |
| I     | = | Discount rate to be used for the Net Present Value calculation.   |
| (*)   |   | This cost includes electricity cost even if the electricity payments are made by the Employer.  |

Asset Replacement (AR) is calculated as follows:

## Part 1 – Bidding Procedures

### Section 3 – Evaluation and Qualification Criteria

$$AR = EM + EL + IT$$

Where:

- EM = Cost of replacement of Electromechanical Equipment, as listed and priced by the Bidder in Schedules 2 and 3, for a replacement period set at ten (10) years during the life span expectancy of the facility specified in the Table of performance requirements of Section VII, Employer's Requirements;
- EL = Cost of replacement of Electrical Equipment, as listed and priced by the Bidder in Schedules 2 and 3, for a replacement period set at fifteen (15) years during the life span expectancy of the facility specified in the Table of performance requirements of Section VII, Employer's Requirements;
- IT = Cost of replacement of IT and automatic devices, as listed and priced by the Bidder in Schedules 2 and 3, for a replacement period set at five (5) years during the life span expectancy of the facility specified in the Table of performance requirements of Section VII, Employer's Requirements.

The Operation and Maintenance costs and Asset replacement will be estimated separately for both **Phase 1** (Firm Part, 50% WTP capacity) and **Phase 2** (Conditional Part).

## 2.4. EVALUATED BID PRICE

The bid price will be evaluated as follows:

$$\textit{Evaluated Bid Price} = \textit{Design-Build Price} + \textit{OMEP} + \textit{AR}$$

The Evaluated Bid Price (EBP) will be computed separately, following the guideline stipulated in the preceding sections, for both **Phase 1** (Firm Part - 50% WTP capacity) and **Phase 2** (Conditional Part - Optional Works) as defined in the Employers Requirements. i.e

**EBD<sub>Phase 1</sub>** – Evaluated Bid Price for Phase 1 (Firm Part)

**EBD<sub>Phase 2</sub>** – Evaluated Bid Price for Phase 2 (Conditional Part)

## Part 1 – Bidding Procedures

### Section 3 – Evaluation and Qualification Criteria

## 3. COMBINED EVALUATION

The Employer will evaluate and compare the Bids that have been determined to be substantially responsive and not rejected.

The weight to be given for cost is **60%**, which will be split as follows:

- Phase 1 (Firm Part - 50% WTP capacity) : **40%**
- Phase 2 (Conditional Part - Optional Works) : **20%**

A combined Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = \frac{P_{low (Phase 1)}}{P_{(Phase 1)}} (40\%) + \frac{P_{low (Phase 2)}}{P_{(Phase 2)}} (20\%) + \frac{T}{T_{high}} (40\%)$$

Where:

- |                     |   |   |
|---------------------|---|---|
| $P_{Phase 1}$       | = | Evaluated Bid Price for Phase 1;  |
| $P_{Phase 2}$       | = | Evaluated Bid Price for Phase 2;  |
| $P_{low (Phase 1)}$ | = | The lowest of all Evaluated Bid Price for Phase 1 among responsive Bids;                |
| $P_{low (Phase 2)}$ | = | The lowest of all Evaluated Bid Price for Phase 2 among responsive Bids;                |
| $T$                 | = | The total Technical Score awarded to the Bid;   |
| $T_{high}$          | = | The Technical Score achieved by the Bid that was scored best among all responsive Bids; |

The Bid with the highest evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided the Bidder is qualified to perform the Contract.

## **4. QUALIFICATION**

### **4.1. UPDATE OF INFORMATION IN CASE OF INITIAL SELECTION**

The Bidder shall update the information provided during the corresponding initial selection exercise to demonstrate that he continues to meet the criteria used at the time of initial selection by using the relevant Forms included in Section IV, Bidding Forms. If needed, the Bidder may use any of the Initial Selection Documents forms to notify a change which occurred following the Initial Selection. The Employer reserves the right to request updated financial resources from the Bidder.

### **4.2. SUBCONTRACTORS**

Any specialized Subcontractor identified at the time of Initial Selection shall continue to meet the applicable requirements.

As stated in ITB 14.3, Bidders shall submit an undertaking from each proposed Subcontractor to confirm that they have read, understand and will comply with the ESHS obligations, using for that purpose the form provided in Section IV, Bidding Forms.

Failure to comply with this requirement may result in rejection of the Subcontractor.

# Republic of Kenya Coast Water Works Development Agency



IMPROVEMENT OF DRINKING WATER AND SANITATION SYSTEMS IN MOMBASA

## DESIGN, BUILD AND OPERATE OF MWACHE WATER TREATMENT PLANT

### PART 1 – BIDDINGS PROCEDURES

#### SECTION 4 – BIDDING FORMS





# Section IV – Bidding Forms

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## BID SUBMISSION FORMS

### BID SUBMISSION FORM - TECHNICAL BID

*[The Bidder shall prepare his Technical Bid on a Letterhead paper specifying his name and address.]*

Date: \_\_\_\_\_

IPC No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

- 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 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 4.4;
- d) We offer to design, build and operate, in conformity with the Bidding Documents, the following Works:
  - i. Firm Part: \_\_\_\_\_  
\_\_\_\_\_
  - ii. Conditional Part: \_\_\_\_\_  
\_\_\_\_\_
- e) Our Bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- f) We are not participating, as a Bidder, 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;
- g) We acknowledge and agree that the Employer reserves the right to annul the bidding process and reject all bids at any time prior to contract award without thereby incurring any liability to us; and
- h) 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<sup>1</sup>: \_\_\_\_\_

\_\_\_\_\_

---

<sup>1</sup> In the case of the Bid submitted by a JV specify the name of the JV as Bidder.

Section IV – Bidding Forms

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Name of the person duly authorized to sign the Bid on behalf of the Bidder<sup>2</sup>: \_\_\_\_\_

Title of the person signing the Bid: \_\_\_\_\_

Signature of the person named above: \_\_\_\_\_

Date signed: \_\_\_\_\_ day of: \_\_\_\_\_

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<sup>2</sup> Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

**APPENDIX TO TECHNICAL BID:  
AFD STATEMENT OF INTEGRITY, ELIGIBILITY AND ENVIRONMENTAL AND  
SOCIAL RESPONSIBILITY**

Reference of the bid or proposal \_\_\_\_\_ (the "Contract")

To: \_\_\_\_\_ (the "Contracting Authority")

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
  
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
  - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
  
  - 2.2 Having been:
    - a) convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
  
    - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
  
    - c) convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
  
  - 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
  
  - 2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

- 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
  - 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debar> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
  - 2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
- 3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
  - 3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
  - 3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
  - 3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
  - 3.5 In the case of procurement of goods, works or plants:
    - a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
    - b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
- 6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
  - 6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
  - 6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature

of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority’s country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

- 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
  - 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
  - 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
  - 6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.
7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>1</sup>: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

## **APPENDIX TO TECHNICAL BID: EIB COVENANT OF INTEGRITY'S TEMPLATE**

“We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Conduct (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for [specify the contract or tender invitation] (the “Contract”) and covenant to so inform you if any instance of any such Prohibited Conduct shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, (i) is listed or otherwise subject to EU/UN Sanctions and (ii) in connection with the execution or supply of any works, goods or services for the Contract, will act in contravention of EU/UN Sanctions. We covenant to so inform you if any instance shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

If (i) we have been, or any such director, employee, agent or joint venture partner, where this exists, acting as aforesaid has been, convicted in any court or sanctioned by any authority of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the five years immediately preceding the date of this Covenant, or (ii) any such director, employee, agent or a representative of a joint venture partner, where this exists, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct, or (iii) we have been, or any of our directors, employees, agents or joint venture partners, where these exist, acting as aforesaid has been excluded or otherwise sanctioned by the EU Institutions or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank) from participation in a tendering procedure on the grounds of Prohibited Conduct, we give details of that conviction, dismissal or resignation, or exclusion below, together with details of the measures that we have taken, or shall take, to ensure that neither this company nor any of our directors, employees or agents commits any Prohibited Conduct in connection with the Contract [give details if necessary].

We acknowledge that if we are subject to an exclusion decision by the European Investment Bank (EIB), we will not be eligible to be awarded a contract to be financed by the EIB.

We grant [indicate the name of the Project Promoter], the European Investment Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy our books and records and those of all our sub-contractors under the Contract. We accept to preserve these books and records generally in accordance with applicable law but in any case for at least six years from the date of tender submission and in the event we are awarded the Contract, at least six years from the date of substantial performance of the Contract.”

For the purpose of this Covenant, Prohibited Conduct has the meaning provided in the EIB's Anti-Fraud Policy<sup>1</sup>.

Note: This Covenant must be sent to the Bank together with the contract in the case of an international procurement procedure (as defined in article 3.3.2). In other cases, it must be kept by the promoter and available upon request from the Bank.

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<sup>1</sup> EIB's Anti-Fraud Policy for definitions (<http://www.eib.org/infocentre/publications/all/anti-fraud-policy.htm>)



## BID SUBMISSION FORM – BID PRICE

*[The Bidder shall prepare his Financial Bid on a Letterhead paper specifying his name and address.]*

Date: \_\_\_\_\_

IPC No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

- a) We have examined the Conditions of Contract, Employer's Requirements, Schedules, Contract Data, including Addenda Nos. \_\_\_\_\_ issued in accordance with Instructions to Bidders (ITB) 8;
- b) We have understood and checked these documents and have ascertained that they contain no errors or other defects as identified in our Bid. We accordingly offer to design, execute and complete the Works and remedy any defects therein so that they are fit for the purposes defined in the Contract, and to operate and maintain the facility under license from the Employer for the period and in conformity with the terms and conditions contained in the Contract for the amount of \_\_\_\_\_ (excluding VAT) or such other amount as may be determined in accordance with the Contract;
- c) This amount is made up of the following components:
  - I. Firm Part:
    - (i) For the Design-Build of the Works, the lump sum amount of \_\_\_\_\_ (excluding VAT);
    - (ii) For the Operation Service, the amount of \_\_\_\_\_ (excluding VAT);
    - (iii) The total amount of VAT is: \_\_\_\_\_.
  - II. Conditional:
    - (i) For the Design-Build of the Works, the lump sum amount of \_\_\_\_\_ (excluding VAT);
    - (ii) For the Operation Service, the amount of \_\_\_\_\_ (excluding VAT);
    - (iii) The total amount of VAT is: \_\_\_\_\_.
- d) The discounts offered and the methodology for their application are:
  - (i) The discounts offered are: \_\_\_\_\_ ;
  - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: \_\_\_\_\_ .
- e) We are fully aware of the onus given in this Contract to compliance with performance requirements, of our obligations accordingly, and of our liability to the Employer in case we breach such obligations. We are fully aware of the implication of the performance damages regime set

out under the Contract. We understand that, when entering to the Contract, the Employer relies on our representation that we have the necessary skills and experience for complying with those obligations;

- f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with ITB 44 of the Bidding Documents;
- g) We further undertake, together with the Employer, to jointly appoint the Dispute Board (DB) in accordance with the requirements of the Contract;
- h) 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 Agreement is prepared and executed;
- i) We acknowledge and agree that the Employer reserves the right to annul the bidding process and reject all bids at any time prior to Contract award without thereby incurring any liability to us; and
- j) 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<sup>1</sup>: \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder<sup>2</sup>: \_\_\_\_\_

Title of the person signing the Bid: \_\_\_\_\_

Signature of the person named above: \_\_\_\_\_

Date signed: \_\_\_\_\_ day of: \_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> In the case of the Bid submitted by a JV specify the name of the JV as Bidder.

<sup>2</sup> Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

**APPENDIX 1 TO FINANCIAL BID – SCHEDULE OF COST INDEXATION**

Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect rises and falls in the cost of labour, goods and other inputs to the design and the execution of the Works, and to the Operation Service.

To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this Schedule of Cost Indexation, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in Costs.

The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulas for each of the currencies in which the Contract Price is payable, as laid down below. No adjustment is to be applied to work valued on the basis of Cost or current prices.

The cost indices or reference prices stated in the tables of adjustment data below shall be used.

If their source is in doubt, it shall be determined by the Employer’s Representative. For this purpose, reference shall be made to the values of the indices at stated dates for the purposes of clarification of the source; although these dates (and thus these values) may not correspond to the base cost indices.

In cases where the “currency of index” is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the central bank of the Country, of this relevant currency on the above date for which the index is required to be applicable.

Until such time as each current cost index is available, the Employer’s Representative shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.

If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices thereafter shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price, whichever is more favorable to the Employer.

The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced, or inapplicable, as a result of Variations.

**Price Schedule 1**

The price adjustment formula for this Price Schedule is as follows:

$$P_n = a + b D_n/D_o$$

where:

"**P<sub>n</sub>**" is the adjustment multiplier to be applied to the estimated Contract value in the relevant currency of the work carried out in period “n”, this period being a month unless otherwise stated in the Contract Data;

"**a**" is a fixed coefficient, stated in the relevant table of adjustment data, representing the nonadjustable portion in contractual payments;

"**b**", is a coefficient representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data;

"**D<sub>n</sub>**" is the current cost indice or reference price for period "n", expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

"Do" is the base cost index or reference price, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

**Table of adjustment data - weightings**

Factor of description	Range of Values permitted (1)	Weightings for each payment currency (2)		Total (3)
		(national currency)	(foreign currency: € or US\$)	
(a) Non Adjustable	0.125			
(b) Design and architectural studies	0.875			
Total				1.00

The Bidder shall indicate in Columns (2) the specific weightings for each factor and bid currency, and in Column (3) the sub-totals for each factor, which must be within the range specified by the Employer in Column (1), respectively; furthermore, the sum of the sub-totals in Column (3) must be equal to 1 (one).

A formula shall be used for each payment currency, to be derived from the above Table as follows: the weightings to be used in each formula will be derived from the values in each currency column, respectively, by dividing each individual value by the sum of the values in the given column.

**Table A: National Currency**

Index Code	Index Description/ Identification	Publication Source for the Index	Base Value in [month] <sup>1</sup>
(T)			
(S)			
( )			

**Table B: Foreign Currency**

The Bidder shall fill a table similar to the following one for each foreign currency of payment, as appropriate.

Index Code	Index Description/ Identification	Publication Source for the Index	Base Value in [month] <sup>1</sup>
(T)			
(S)			
( )			

**Price Schedules 2 and 3**

The price adjustment formula for this Price Schedule is as follows:

$$P_n = a + b L_n/L_o + c EM_n/EM_o + d EL_n/EL_o + e SS_n/SS_o + f AL_n/AL_o$$

<sup>1</sup> Insert the month of the Base Date, i.e. the month of the Deadline for Bid Submission in accordance with ITB Clause 23.

where:

"**P<sub>n</sub>**" is the adjustment multiplier to be applied to the estimated Contract value in the relevant currency of the work carried out in period "n", this period being a month unless otherwise stated in the Contract Data;

"**a**" is a fixed coefficient, stated in the relevant table of adjustment data, representing the nonadjustable portion in contractual payments;

"**b**", "**c**", "**d**", ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment, and materials;

"**L<sub>n</sub>**", "**EM<sub>n</sub>**", "**EL<sub>n</sub>**", ... are the current cost indices or reference prices for period "n", expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

"**L<sub>0</sub>**", "**EM<sub>0</sub>**", "**EL<sub>0</sub>**", ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

**Table of adjustment data - weightings**

Factor of description	Range of Values permitted (1)	Weightings for each payment currency (2)		Total (3)
		(national currency)	(foreign currency: € or US\$)	
(a) Non Adjustable	0.125			
(b) Labour	0.1 – 0.2			
(c) Electro-mecahnical equipment	0.1 – 0.2			
(d) Electrical Works	0.1 – 0.2			
(e) Stainless Steel	0.1 – 0.2			
(f) Aluminium	0.1 – 0.2			
Total				1.00

The Bidder shall indicate in Columns (2) the specific weightings for each factor and bid currency, and in Column (3) the sub-totals for each factor, which must be within the range specified by the Employer in Column (1), respectively; furthermore, the sum of the sub-totals in Column (3) must be equal to 1 (one).

A formula shall be used for each payment currency, to be derived from the above Table as follows: the weightings to be used in each formula will be derived from the values in each currency column, respectively, by dividing each individual value by the sum of the values in the given column.

**Table A: National Currency**

Index Code	Index Description/ Identification	Publication Source for the Index	Base Value in [month] <sup>2</sup>
(T)			
(S)			

<sup>2</sup> Insert the month of the Base Date, i.e. the month of the Deadline for Bid Submission in accordance with ITB Clause 23.

( )			
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**Table B: Foreign Currency**

The Bidder shall fill a table similar to the following one for each foreign currency of payment, as appropriate.

Index Code	Index Description/ Identification	Publication Source for the Index	Base Value in [month] <sup>1</sup>
(T)			
(S)			
( )			

**Price Schedule 4**

The price adjustment formula for this Price Schedule is as follows:

$$P_n = a + b \frac{L_n}{L_o} + c \frac{C_{Wn}}{C_{W_o}} + d \frac{S_{Wn}}{S_{W_o}}$$

where:

"**P<sub>n</sub>**" is the adjustment multiplier to be applied to the estimated Contract value in the relevant currency of the work carried out in period "n", this period being a month unless otherwise stated in the Contract Data;

"**a**" is a fixed coefficient, stated in the relevant table of adjustment data, representing the nonadjustable portion in contractual payments;

"**b**", "**c**", "**d**", ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment, and materials;

"**L<sub>n</sub>**", "**C<sub>Wn</sub>**", "**S<sub>Wn</sub>**", ... are the current cost indices or reference prices for period "n", expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

"**L<sub>o</sub>**", "**C<sub>W<sub>o</sub></sub>**", "**S<sub>W<sub>o</sub></sub>**", ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

**Table of adjustment data - weightings**

Factor of description	Range of Values permitted (1)	Weightings for each payment currency (2)		Total (3)
		(national currency)	(foreign currency: € or US\$)	
(a) Non Adjustable	0.125			
(b) Labour	0.2 – 0.3			
(c) Civil Works all trades	0.2 – 0.3			
(d) Special Works (foundations)	0.2 – 0.4			
Total				1.00

The Bidder shall indicate in Columns (2) the specific weightings for each factor and bid currency, and in Column (3) the sub-totals for each factor, which must be within the range specified by the Employer in Column (1), respectively; furthermore, the sum of the sub-totals in Column (3) must be equal to 1 (one).

A formula shall be used for each payment currency, to be derived from the above Table as follows: the weightings to be used in each formula will be derived from the values in each currency column, respectively, by dividing each individual value by the sum of the values in the given column.

**Table A: National Currency**

Index Code	Index Description/ Identification	Publication Source for the Index	Base Value in [month] <sup>3</sup>
(T)			
(S)			
( )			

**Table B: Foreign Currency**

The Bidder shall fill a table similar to the following one for each foreign currency of payment, as appropriate.

Index Code	Index Description/ Identification	Publication Source for the Index	Base Value in [month] <sup>1</sup>
(T)			
(S)			
( )			

**Price Schedules 5 and 6**

The price adjustment formula for this Price Schedule is as follows:

$$P_n = a + b \frac{L_n}{L_0}$$

where:

"**P<sub>n</sub>**" is the adjustment multiplier to be applied to the estimated Contract value in the relevant currency of the work carried out in period "n", this period being a month unless otherwise stated in the Contract Data;

"**a**" is a fixed coefficient, stated in the relevant table of adjustment data, representing the nonadjustable portion in contractual payments;

"**b**", is a coefficient representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data;

"**L<sub>n</sub>**" is the current cost indice or reference price for period "n", expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

"**L<sub>0</sub>**" is the base cost indice or reference price, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

**Table of adjustment data - weightings**

<sup>3</sup> Insert the month of the Base Date, i.e. the month of the Deadline for Bid Submission in accordance with ITB Clause 23.

Factor of description	Range of Values permitted (1)	Weightings for each payment currency (2)		Total (3)
		(national currency)	(foreign currency: € or US\$)	
(a) Non Adjustable	0.15			
(b) Labour	0.85			
Total				1.00

The Bidder shall indicate in Columns (2) the specific weightings for each factor and bid currency, and in Column (3) the sub-totals for each factor, which must be within the range specified by the Employer in Column (1), respectively; furthermore, the sum of the sub-totals in Column (3) must be equal to 1 (one).

A formula shall be used for each payment currency, to be derived from the above Table as follows: the weightings to be used in each formula will be derived from the values in each currency column, respectively, by dividing each individual value by the sum of the values in the given column.

**Table A: National Currency**

Index Code	Index Description/ Identification	Publication Source for the Index	Base Value in [month] <sup>4</sup>
(T)			
(S)			
( )			

**Table B: Foreign Currency**

The Bidder shall fill a table similar to the following one for each foreign currency of payment, as appropriate.

Index Code	Index Description/ Identification	Publication Source for the Index	Base Value in [month] <sup>4</sup>
(T)			
(S)			
( )			

**Price Schedule 8**

The price adjustment formula for this Price Schedule is as follows:

$$P_n = a + b \frac{L_n}{L_o} + c \frac{P_w}{P_w_o} + d \frac{C_h}{C_h_o} + e \frac{O_c}{O_c_o}$$

where:

"P<sub>n</sub>" is the adjustment multiplier to be applied to the estimated Contract value in the relevant currency of the work carried out in period "n", this period being a month unless otherwise stated in the Contract Data;

<sup>4</sup> Insert the month of the Base Date, i.e. the month of the Deadline for Bid Submission in accordance with ITB Clause 23.



"a" is a fixed coefficient, stated in the relevant table of adjustment data, representing the nonadjustable portion in contractual payments;

"b", "c", "d", ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment, and materials;

"Ln", "PWn", "OCn", ... are the current cost indices or reference prices for period "n", expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

"Lo", "PWo", "OCo", ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

**Table of adjustment data - weightings**

Factor of description	Range of Values permitted (1)	Weightings for each payment currency (2)		Total (3)
		(national currency)	(foreign currency: € or US\$)	
(a) Non Adjustable	0.125			
(b) Labour	0.2 – 0.3			
(c) Power consumption	0.1 – 0.3			
(d) Chemical consumption	0.1 – 0.3			
(e) Other consummables	0.1 – 0.2			
Total				1.00

The Bidder shall indicate in Columns (2) the specific weightings for each factor and bid currency, and in Column (3) the sub-totals for each factor, which must be within the range specified by the Employer in Column (1), respectively; furthermore, the sum of the sub-totals in Column (3) must be equal to 1 (one).

A formula shall be used for each payment currency, to be derived from the above Table as follows: the weightings to be used in each formula will be derived from the values in each currency column, respectively, by dividing each individual value by the sum of the values in the given column.

**Table A: National Currency**

Index Code	Index Description/ Identification	Publication Source for the Index	Base Value in [month] <sup>5</sup>
(T)			
(S)			
( )			

**Table B: Foreign Currency**

The Bidder shall fill a table similar to the following one for each foreign currency of payment, as appropriate.

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<sup>5</sup> Insert the month of the Base Date, i.e. the month of the Deadline for Bid Submission in accordance with ITB Clause 23.

Index Code	Index Description/ Identification	Publication Source for the Index	Base Value in [month] <sup>1</sup>
(T)			
(S)			
( )			

Prices schedules 7A, 7B, 7C and 10 are not subject to prices adjustment.

Bidder's Signature: \_\_\_\_\_

**Example:**

The following example shows a table of weightings and the corresponding price adjustment formula which are derived from it, on the basis of the following assumptions:

- Three weightings/factors are shown in this example: "a" is the non-adjustable portion and two adjustment factors ("b" and "c") contribute to price adjustment through the variation of Indices T and S respectively, for which the respective ranges permitted by the Employer and values selected by the Bidder are shown in the table; these values are to be used in the price adjustment formula.
- Two payment currencies are shown in this example: the national currency (l) and a foreign currency (f), the indices T and S are the respective indices in the country of the currency.
- The data in bold are those specified by the Employer in the Bidding Documents, whereas the other data are provided either by the Bidder in its Bid or by the Contractor in the payment request.

Factor and Description	Range of Values permitted	Weightings for each payment currency		Totals
		n	f	
a	<b>0,15</b>	0,05	0,10	<b>0,15</b>
b	<b>0,30 - 0,50</b>	0,15	0,25	0,40
c	<b>0,25 - 0,45</b>	0,20	0,25	0,45
Totals		0,40	0,60	1,00

Formula to be used for calculation of adjustment of payments:

$$\text{Payment in national currency (n): } P_{ln} = \frac{0,05}{0,40} + \frac{0,15 T_{ln}}{0,40 T_{lo}} + \frac{0,20 S_{ln}}{0,40 S_{lo}}$$

$$\text{Payment in foreign currency (f): } P_{fn} = \frac{0,10}{0,60} + \frac{0,25 T_{fn}}{0,60 T_{fo}} + \frac{0,25 S_{fn}}{0,60 S_{fo}}$$

**APPENDIX 2 TO FINANCIAL BID - SUMMARY OF PAYMENT CURRENCIES**

<b>Name of currencies</b>	<b>Amounts payable</b>
Local currency: _Kenyan Shillings	
Foreign currency (€): Euros	
Provisional sums expressed in local currency: Kenyan Shillings	<i>[To be entered by the Employer]</i>

## PRICE SCHEDULES

Prices schedules are given in Appendix 1 of this part in Excel format.

- **Schedule No. 1:**        **Preliminary Items;**
- **Schedule No. 2:**        **Equipment, Materials, Tools and mandatory Spare Parts supplied from abroad;**
- **Schedule No. 3:**        **Equipment, Materials, Tools and mandatory Spare Parts supplied within the Employer’s Country;**
- **Schedule No. 4:**        **Construction Works and Installation Services;**
- **Schedule No. 5:**        **Environmental, Social, Health and Safety (ESHS) Cost ;**
- **Schedule No. 6:**        **Security Cost;**
- **Schedule No. 7:**        **Dayworks;**
- **Schedule No. 8.:**        **Operation Service;**
- **Schedule No. 9:**        **Grand Summary**
- **Schedule No. 10:**       **Provisional Sums**

The Bidder has to submit supplemented price schedules with his Bid in PDF and Excel formats

## TECHNICAL PROPOSAL

The technical proposal is expected in particular to include as a minimum, though not being limited to, the following contractual warranties, representations and statements of information:

- The details of the Contractor's proposed design engineering solution for the Works
- Guaranteed Performances
- Technical Solutions and Equipement
- Manufacturer's brochures and documents
- The Operation and Maintenance Plan proposed by the Bidder which fulfils the Operation Management Requirements contained in the Employer's Requirements
- The Contractor's method statements for the Design-Build Period
- The Bidder's proposed Site organization
- The list of proposed Subcontractors and suppliers of Works under the Contract, in furtherance to the Conditions of Contract Sub-Clause 4.4 and which have their origin in the Eligibility Criteria as defined under Section V of this Bidding Document. The Bidder shall use the specific form for that purpose which is included in the following pages.
- The programme the Contractor intends to observe when executing its obligations under the Contract, complying with the level of details described in the Employer's Requirements, and demonstrating the Contractor's ability to meet the Time for Completion and his other time-related obligations.
- Proposed Training Program
- Environmental, Social, Health and Safety (ESHS) Methodology including social inclusion methodology
- Security methodology
- The proposed Contractor's Equipment and Personnel to deliver the Contractor's obligations under the Contract, and meeting the Employer's Requirements – specific forms shall be used by the Bidders in this respect, and are included in the following pages

If a technical proposal is declared not substantially compliant with the requirements of the Bidding Documents, the Bid shall be rejected and shall not be further evaluated.

**List of forms comprising the technical proposal:**

- Schedule of Performance Guarantees
- Design proposal
- Design-Build Programme, Organization Chart and Construction Management Strategy
- Operation proposal
- Environmental, Social, Health and Safety (ESHS) Methodology
- List of Subcontractors
- Personnel proposed (forms PER-1 and PER-2)
- Equipment proposed (form EQU)

## SCHEDULE OF PERFORMANCE GUARANTEES

The Contractor is required to provide, as part of his Technical Bid, the schedule below reflecting the performance requirements which are included in Section VII, Employer's Requirements - one for the firm part only and a second one for the maximum plant capacity (Firm part + Conditional part)

[all dotted lines to be completed by the Bidder]

### 1 Guarantees regarding the capacity of the installation

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

- Design capacity (water inlet): .....m<sup>3</sup>/d
- Maximum capacity (treated water) with respect to the guaranteed water quality.....m<sup>3</sup>/d
- Maximum of water loss at design capacity.....% of the design capacity

### 2 Guarantees concerning water quality

#### 2.1 Guaranteed performance range

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

#### Main parameters

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

#### Other parameters (to be completed by the bidder)

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

#### 2.2 Treated Water Quality

The contractor guarantees the quality of the treated water as defined in the table hereafter. The minimum quality shall comply with the “Drinking water” quality of the standard KS 05-459 as defined in the Employer’s Requirements, Particular Technical Specifications.

<i>SUBSTANCE OR CHARACTERISTIC</i>	<i>UNIT</i>	<i>GUARANTEED QUALITY</i>
Turbidity	NTU, max	
Hardness as CaCO <sub>3</sub>	mg/l, max	
Aluminum as Al	mg/l, max	
Iron as Fe	mg/l, max	
Manganese as Mn	mg/l, max	
pH	Min and max	
Lead as Pb	mg/l, max	
Microorganism:	Total viable counts at 37°C/ml; max	
Coliforms	in 250 ml	
E. Coli	in 250 ml	
Staphylococcus aureus	in 250 ml	
Pseudomonas aeruginosa	Fluorescence in 250 ml	
Streptococcus		
Shigella	in 250 ml	
Salmonella	In 250 ml	

**3 Guarantee concerning sludge treatment**

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

**4 Guarantees concerning noise levels**

4.1 In premises

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

The guaranteed values per octave band are:

<i>FREQUENCY IN HZ</i>	<i>25</i>	<i>250</i>	<i>500</i>	<i>1000</i>	<i>2000</i>	<i>4000</i>	<i>8000</i>
Log in dBA							

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

4.2 At the edge of the property

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

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

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

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

**5 Guarantees concerning performance levels for particular structures**

5.1 Flotation

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

5.2 Filtration

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

5.3 Final chlorination

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

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

**6 Guaranteed consumption**

The Contractor guarantees the following maximum consumption levels for the maximum design load situation. For the fuel or gas consumption for the prime and standby power generator(s), the Bidder shall estimate the consumption based on 8 hours of electrical power outage per day.

1. Consumables	2. Daily consumption with design load	3. Formula used to calculate consumption
<b>Electricity (kWh/day)</b>		
Raw water pumping station		
Inlet works		
Coagulation- floculation- flottation		
Filtration including backwash		
UV disinfection		
Final disinfection		
Chemicals preparation and dosing		
Sludge handling		
Building services		
Any other demand		
<b>Fuel (litre/day) or gas (Nm3/day)</b>		
Prime & Standby generator		
<b>Chemicals (kg/day)</b>		
Potassium permanganate		



Section IV – Bidding Forms

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1. Consumables	2. Daily consumption with design load	3. Formula used to calculate consumption
Aluminium sulfate		
Polyelectrolyte		
Sodium chloride		
Calcium hypochlorite		
<b>Other consumables – specify (unit to specify)</b>		

## 7 Key Performance Indicators (KPI)

The Contractor is required to provide, as part of his Technical Bid, the schedule below reflecting the performance requirements which are included in Section VII, Employer's Requirements, where it will specify the values of the Contractor's Performance Guarantees and the Chemical's Name, as shown below:

No.	KPI Name	Chemical's Name	KPI Description	KPI Measurement / Testing Methodology	Contractor's Performance Guarantees
1	Energy Consumption in kWh/m <sup>3</sup>	NA	<i>[The power consumption of the entire plant, per m<sup>3</sup> of treated water shall be less or equal to the guaranteed value.]</i>	Measurement methodology as per Employer's Requirements	<b>[Insert Value]</b>
2	<b>[Chemical Type] – Water Treatment in kg/m<sup>3</sup> for solids, l/m<sup>3</sup> for liquids</b>	<i>[Chemical Name]</i>	<i>[The chemical consumption of this reagent, per m<sup>3</sup> of treated water, shall be less or equal to the guaranteed value.]</i>	Measurement methodology as per Employer's Requirements	<b>[Insert Value]</b>
3	<b>[Chemical Type] – Water Treatment in kg/m<sup>3</sup> for solids, l/m<sup>3</sup> for liquids</b>	<i>[Chemical Name]</i>	<i>[The chemical consumption of this reagent, per m<sup>3</sup> of treated water, shall be less or equal to the guaranteed value.]</i>	Measurement methodology as per Employer's Requirements	<b>[Insert Value]</b>
4	<b>[Chemical Type] – Sludge Treatment in kg/ton for solids, l/ton for liquids</b>	<i>[Chemical Name]</i>	<i>[The chemical consumption of this reagent, per ton of produced sludge, shall be less or equal to the guaranteed value.]</i>	Measurement methodology as per Employer's Requirements	<b>[Insert Value]</b>
5	<b>[Chemical Type] – Odor Treatment in kg/Nm<sup>3</sup>/h for solids, l/Nm<sup>3</sup>/h for liquids</b>	<i>[Chemical Name]</i>	<i>[The chemical consumption of this reagent, per ton of produced sludge, shall be less or equal to the guaranteed value.]</i>	Measurement methodology as per Employer's Requirements	<b>[Insert Value]</b>
6	<b>Treated effluent quality</b>	N/A	<i>[The effluent quality of treated wastewater at the outlet of the plant – Cannot be less than Employer's requirements]</i>	Measurement methodology as per Employer's Requirements	<b>[Insert Value]</b>
7	<b>Sludge production</b>	N/A	<i>[The quantity of sludge produced per day in KgDS/day and m<sup>3</sup>/day – Cannot be less than Employer's requirements]</i>	Measurement methodology as per Employer's Requirements	<b>[Insert Value]</b>
8	<b>Dried sludge quality</b>	N/A	<i>[The quality of final dried sludge to be discharged – Cannot be less than Employer's requirements]</i>	Measurement methodology as per Employer's Requirements	<b>[Insert Value]</b>

<b>9</b>	<b>Sludge dryness</b>	N/A	<i>[The sludge final dryness – Cannot be less than Employer’s requirements]</i>	Measurement methodology as per Employer’s Requirements	<b>[Insert Value]</b>
<b>10</b>	<b>Air quality after treatment</b>	N/A	<i>[The quality of treated dirty air after odor treatment – Cannot be less than Employer’s requirements]</i>	Measurement methodology as per Employer’s Requirements	<b>[Insert Value]</b>
<b>11</b>	<b>Washed grit quality (dryness and organic matter)</b>	N/A	<i>[The washed grit quality after final treatment – Cannot be less than Employer’s requirements]</i>	Measurement methodology as per Employer’s Requirements	<b>[Insert Value]</b>

**8 Guarantees concerning Raw Water Pumping Station**

The contractor guarantees the performance of the RWPS as defined as follows.

- Flow Rate (at WTP inlet) – .....
- Efficiency of the motors – .....%
- Efficiency of the pumps – .....%
- Overall Efficiency – .....%
- Noise Level – .....%
- Permissible Temperature in pump house – **Ambient temperature + .....°C**

**9 Guarantees concerning working life**

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

<i>TYPE OF GUARANTEE</i>	<i>DURATION OF GUARANTEE</i>
Water retaining structures	
Protection of metal surfaces	
Paintwork	

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

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

## DESIGN PROPOSAL

The Bidder shall submit a design proposal which should address all requirements specified in Section VII, Employer's Requirements. The design proposal shall be prepared for Firm part and Conditional part.

The following list is provided as an indicative outline of a possible Technical Bid structure:

- a) Overview
- b) References
- c) Engineering design qualification (Criteria concerning the design personnel requirements, consistent with such requirement in Section III, Evaluation and Qualification Criteria)
- d) Analysis results and Interpretation (if the Bidder is required to realise their proper analysis of raw water in addition of the data provided by the Employer's Requirement)
- e) Design criteria and basis
- f) Technical narrative
- g) Process flow diagram
- h) Process design and calculation of components (including structural modelling and Load application)
- i) Layout arrangement, component plans and spot details in A3
- j) Proposed design deliverables for Contract execution
- k) Site Investigation Reports (optional)

The Works shall be designed to withstand all description in accordance with the Employer's Requirements, and the appropriate codes and standards

A soft copy of engineering design calculations (input and output) for all elements in its original electronic file format, along with a hard copy, shall be submitted.

## **WORK PROGRAMME, ORGANIZATION CHART AND CONSTRUCTION MANAGEMENT STRATEGY - FOR DESIGN-BUILD**

The bidder shall prepare this section for the Firm Part only and for the Firm Part and the Conditional Part together.

### **1. Design-Build Work Programme**

The Bidder shall set out a work programme for design and construction of the Works to be undertaken, including identification of major milestones and critical path. The proposed work programme shall be developed based on the Employer's Requirements and shall describe the:

- a) design of the Works, including the submission of the design deliverables, review and approval of the design by the Employer's Representative
- b) processes and deliverables needed to commence the Works;
- c) execution of the Works within the Time for Completion, highlighting activities imposing constraints on the construction sequence; and
- d) testing, commissioning and handing over of the completed Works.

### **2. Organization Chart**

The Bidder shall provide an organization chart illustrating the proposed management structure and reporting lines for delivery of the Design Build. The organization chart shall include the names of all Key Personnel.

### **3. Construction Management Strategy**

The Bidder shall submit a construction management strategy which should address all requirements specified in Section VII, Employer's Requirements. The following list is provided as an indicative outline of a possible Technical Bid structure:

- a) organizational arrangements for the construction management including: team structure, roles and responsibilities, interface arrangements, approval procedures and quality assurance arrangements;
- b) Subcontractor selection and management;
- c) proposals for training all Contractor's personnel attending Site;
- d) stakeholder engagement;
- e) obtaining and managing consents, permits and approvals;
- f) Site setup proposals including access, accommodation, welfare facilities, arrangement for Works and Material storage;
- g) construction phasing proposals including sequence of work and management of conflicting activities;
- h) ensuring that geotechnical investigations or other advance works meet the ESHS requirements;
- i) risk management approach for geotechnical and subsurface aspects of the Works;
- j) quality management system including a draft of the quality management plan;
- k) sustainability aspects demonstrating the Bidder's approach and commitment to sustainable construction practices (e.g. energy efficiency, reduction of wastages, material reduction and sources of materials etc.);
- l) arrangements for testing upon completion of the Works;
- m) arrangements for site handover, including completion of as-built drawings, preparation of operation and maintenance manuals, and any other relevant aspects; and
- n) Reporting arrangements.

## OPERATION SERVICE

The Bidder shall set out a detailed plan for the Operation Service which should address all requirements specified in Section VII, Employer's Requirements. The following list is provided as an indicative outline of a possible Technical Bid structure:

- a) Organisation and key personnel;
- b) Operations proposals;
- c) Preventative and reactive maintenance;
- d) Monitoring water/wastewater quality and flows;
- e) The operational systems to be developed, including details of any standards to be adopted or followed for example with respect to managing environmental, social and health and safety risks during operation;
- f) Training of Contractor's Personnel;
- g) Knowledge transfer to Employer's personnel;
- h) Asset replacement;
- i) Preparation of required documents and manuals;
- j) Quality assurance;
- k) Hand-back arrangements;
- l) Emergency Preparedness and Response Plan; and
- m) Reporting arrangements.

## ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY (ESHS) METHODOLOGY

The ESHS methodology will be evaluated according to P1-S3\_Evaluation Criteria.

The Bidder shall provide an ESHS Methodology providing information on how the Bidder shall meet the requirements and objectives specified in Section VII, Employer's Requirements - ESHS Specifications. **If the ESHS Specifications are not included in the Bidding Documents, this requirement is not applicable.**

The ESHS Methodology submitted shall be in the form of a preliminary draft of the Worksite Environmental and Social Management Plan (Worksite - ESMP), the content of which is detailed in Appendix 1 to ESHS Specifications.

In order to address the highly sensitive ESHS issues highlighted during the project's environmental and social impact assessment, **the ESHS Methodology shall provide detailed information on the management of the items listed in the table of Annex 3, paragraph 1. "Essential ESHS issues of worksite management" in Section VII, Employer's Requirements.** The purpose is not for the Bidder to provide one more time policies and internal procedures which were requested in the Prequalification phase but to provide a concrete ESHS methodology adapted to the worksites environment.

A Bid for which the ESHS Methodology is evaluated as non-substantially responsive (i.e. with material deviation, reservation or omission) to the ESHS Specifications shall be rejected.

The Bidder shall provide in its ESHS Methodology a social inclusion methodology describing how it intends to meet the requirements and objectives set out in Article 39 of the ESHS Specifications in Section VII – Works Requirements.

If (i) a social inclusion methodology is not provided, (ii) the minimum required number of hours or days of social inclusion (including technical trainings) is not respected, or (iii) one of the targeted types of people or one of the targeted types of technical trainings, as stated in the ESHS Specifications, is not included, the Bid shall be rejected.

The social inclusion methodology shall take the form of a preliminary social inclusion plan, to be included in the preliminary Worksite Environmental and Social Management Plan (Worksite ESMP).

**LIST OF SUBCONTRACTORS**

**Proposed Subcontractors for Major Activities/Sub-Activities**

The following Subcontractors and/or manufacturers are proposed for carrying out the activity/sub-activity indicated. For any additional Subcontractor (that is not the specialized Subcontractor accepted in the initial selection process or subsequently approved by the Employer in accordance with ITB 14.2), Bidders are free to propose more than one for each activity/sub-activity, in accordance with ITB 32.3.

<b>Activity/Sub-Activity</b>	<b>Proposed Subcontractors</b>	<b>Nationality</b>

Bidders shall submit an undertaking from each proposed Subcontractor to confirm that they have read, understand and will comply with the ESHS obligations using the Form hereby attached.



**Form of Subcontractor ESHS Undertaking**

Date: \_\_\_\_\_

Bid No.: \_\_\_\_\_

Alternative No.: \_\_\_\_\_

**Contract title:** *[insert the name of the Contract]*

**To:** *[insert the name of the Employer's agency]*

We, the undersigned, confirm that we have read, understand and will comply with the ESHS Specifications for the above mentioned contract.

Name of the proposed Subcontractor: \_\_\_\_\_

Name and title of the person signing this undertaking on behalf of the Subcontractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*[Signature of the person named above]*

\_\_\_\_\_  
*[Date signed]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: \_\_\_\_\_

Title of the person signing the Bid: \_\_\_\_\_

Signature of the person named above: \_\_\_\_\_

Date signed (day month year): \_\_\_\_\_

**PERSONNEL PROPOSED**

**Form PER-1: Contractor's Representative and Key Proposed Personnel**

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation and Qualification Criteria. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Bidders should submit a fully detailed Key Personnel resource schedule for the whole contract implementation period. The resource schedule must include:

- the name and role for each Key Personnel position
- The duration of each Key Personnel appointment
- The level of effort (time) allocated to each Key Personnel position and its distribution throughout the contract implementation period.

	<b>Title of position</b>	<b>Name of candidate</b>	
<b><i>Key Personnel for Design-Build</i></b>			
1			
2			
3			
4			
5			
9			
Etc.			
<b><i>Key Personnel for Operation Service</i></b>			
10			
11			

**Form PER-2: Resume and Declaration of Contractor's Representative and Key Personnel**

<b>Name of Bidder:</b> _____
------------------------------

<b>Position:</b> _____		
<b>Personnel information</b>	Name: _____	Date of birth: _____
	Professional qualifications: _____ _____	
<b>Present employment</b>	Name of Employer: _____	
	Address of Employer: _____ _____	
	Telephone: _____	Contact (manager / personnel officer): _____
	Fax: _____	Email: _____
	Job title: _____ _____	Years with present Employer: ____

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

**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:

<b>Commitment</b>	<b>Details</b>
<b>Commitment to duration of contract:</b>	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
<b>Time commitment:</b>	<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): \_\_\_\_\_

## FORM EQU: 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.

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

Omit the following information for equipment owned by the Bidder.

<b>Owner</b>	Name of owner: _____	
	Address of owner: _____ _____ _____	
	Telephone: _____	Contact name and title: _____ _____
	Fax: _____	Email: _____
<b>Agreements</b>	Details of rental / lease / manufacture agreements specific to the project: _____ _____ _____ _____	

**Form EXP–EIWP:  
Experience with Employment-Intensive Work Programs (EIWP<sup>1</sup>)**

Bidder's Name: *[insert full name]*  
 Date: *[insert day, month, year]*  
 JV Member's Name: *[insert full name]*  
 IPC No. and title: *[insert IPC number and title]*  
 Page *[insert page number]* of *[insert total number]* pages

<b>Similar Contract No:</b> <i>[insert number] of [insert number of similar contracts required]</i>	<b>Information</b>		
Contract Identification:	<hr/> <i>[Insert contract name and number, if applicable]</i>		
Short Project Description including countries of intervention (main scope and key values of project):	<hr/> <i>[Insert short project description]</i>		
Award Date:	<hr/> <i>[Insert day, month, year]</i>		
Completion Date:	<hr/> <i>[Insert day, month, year]</i>		
Role in contract: <i>[Check the appropriate box]</i>	<input type="checkbox"/> Prime Contractor	<input type="checkbox"/> Member in JV	<input type="checkbox"/> Management Contractor
Total Contract Amount:	<hr/> <i>[Insert total contract amount in local currency]</i>	<hr/> <i>[Insert total contract amount in US\$ equivalent]</i>	
If party in a JV or subcontractor, specify participation of Total Contract Amount:	<hr/> % <i>[Insert a percentage amount]</i>	<hr/> <i>[Insert total contract amount in local currency]</i>	<hr/> <i>[Insert total contract amount in US\$ equivalent]</i>
Employer's Name:	<hr/> <i>[Insert full name]</i>		
Address:	<hr/> <i>[Insert street / number / town or city / country]</i>		

<sup>1</sup> The ILO website provides an example of good practices related to employment-intensive work programs: <https://www.ilo.org/global/topics/employment-intensive-investment/lang-en/index.htm>

<p><b>Similar Contract No:</b>  <i>[insert number] of [insert number of similar contracts required]</i></p>	<p><b>Information</b></p>
<p>Telephone/Fax numbers:</p>	<p>_____</p> <p><i>[Insert telephone / fax numbers, including country and city area codes]</i></p>
<p>Email:</p>	<p>_____</p> <p><i>[Insert email address, if available]</i></p>
<p>Description of the employment-intensive work program and how it has been implemented under the contract:</p>	<p><i>[Insert description]</i></p> <p><i>[Provide a document supporting the implementation of an employment-intensive work program under the contract, acceptable to the Employer<sup>2</sup>]</i></p>

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<sup>2</sup> For instance, employment-intensive work program activity reports, final reports, Social Supervisor's supervision reports, etc. Only documents evidencing implementation of an employment-intensive work program shall be accepted.

**Form EXP – TRAIN:  
Technical Training Program Experience<sup>3</sup>**

Bidder's Name: *[insert full name]*  
 Date: *[insert day, month, year]*  
 JV Member's Name: *[insert full name]*  
 IPC No. and title: *[insert IPC number and title]*  
 Page *[insert page number]* of *[insert total number]* pages

<b>Similar Contract No: <i>[insert number]</i> of <i>[insert number of similar contracts required]</i></b>	<b>Information</b>		
Contract Identification:	_____ <i>[Insert contract name and number, if applicable]</i>		
Short Project Description including countries of intervention (main scope and key values of project):	_____ <i>[Insert short project description]</i>		
Award Date:	_____ <i>[Insert day, month, year]</i>		
Completion Date:	_____ <i>[Insert day, month, year]</i>		
Role in contract: <i>[Check the appropriate box]</i>	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Member in JV <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor		
Total Contract Amount:	_____ <i>[Insert total contract amount in local currency]</i>	_____ <i>[Insert total contract amount in US\$ equivalent]</i>	
If party in a JV or subcontractor, specify participation of Total Contract Amount:	_____ % <i>[Insert a percentage amount]</i>	_____ <i>[Insert total contract amount in local currency]</i>	_____ <i>[Insert total contract amount in US\$ equivalent]</i>
Employer's Name:	_____ <i>[Insert full name]</i>		
Address:	_____ <i>[Insert street / number / town or city / country]</i>		

<sup>3</sup> For instance, technical training on specific construction trades or support to foster entrepreneurship) (how to set up a business, administrative management...), with the exception of meetings dealing with basic security concepts and worksite organization that may not be considered as technical trainings.



<p><b>Similar Contract No:</b>  <i>[insert number] of [insert number of similar contracts required]</i></p>	<p><b>Information</b></p>
<p>Telephone/Fax numbers:</p>	<p>_____</p> <p><i>[Insert telephone / fax numbers, including country and city area codes]</i></p>
<p>Email:</p>	<p>_____</p> <p><i>[Insert email address, if available]</i></p>
<p>Description of the technical training program on required topics (cf. qualification criterion 5.4 - Section III) and how it has been implemented under the contract:</p>	<p><i>[Insert description and specify number and kind of people trained]</i></p> <p><i>[Provide a document supporting the implementation of a technical training program under the contract, acceptable to the Employer<sup>4</sup>]</i></p>

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<sup>4</sup> For instance, training plan, training tools, training reports, etc. Only documents evidencing implementation of a technical training program shall be accepted.

**BIDDERS QUALIFICATION FORMS**

The Bidder shall update the information provided during the corresponding initial selection exercise to demonstrate that he continues to meet the criteria used at the time of initial selection by using the relevant Forms included in Section IV, Bidding Forms. If needed, the Bidder may use any of the Initial Selection Documents forms to notify a change which occurred following the Initial Selection. The Employer reserves the right to request updated financial resources from the Bidder.

**FORM FIN-3.3:  
FINANCIAL RESOURCES**

*[The following table shall be filled in by the Bidder and all parties combined in case of a Joint Venture.]*

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 as required during the Initial Selection process (see Section III, Initial Selection Criteria and Requirements).

Financial Resources		
No.	Source of financing	Amount (US\$ equivalent)
1		
2		
3		
...		

**FORM FIN-3.4:  
CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS**

Bidders and each member 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.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Telephone and Fax	Value of Outstanding Work (Current US\$ Equivalent)	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months (US\$/month)
1					
2					
3					
4					
5					
...					

## FORM OF BID SECURITY

**Demand Guarantee**

Beneficiary: \_\_\_\_\_

Invitation of Bids No.: \_\_\_\_\_

Date: \_\_\_\_\_

Bid Guarantee No.: \_\_\_\_\_

Guarantor: \_\_\_\_\_

We have been informed that \_\_\_\_\_ (hereinafter called "**the Bidder**") has submitted or will submit to the Beneficiary its bid (hereinafter called "**the Bid**") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("**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 Bidder, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's first demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Bidder:

- a) Has withdrawn its Bid during the period of bid validity set forth in the Bidder's Letter of Bid ("**the Bid Validity Period**"), or any extension thereto provided by the Bidder; or
- b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Bidder, (i) has failed to execute the Contract Agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders ("**ITB**") of the Beneficiary's Bidding Documents.

This guarantee will expire:

- a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to the Beneficiary in relation to such Contract Agreement; or
- b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Bidder of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

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

\_\_\_\_\_ [Signature(s)]

## FORM OF BID-SECURING DECLARATION

Date: \_\_\_\_\_

Bid No.: \_\_\_\_\_

Alternative No.: \_\_\_\_\_

To: \_\_\_\_\_

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the entity that invited Bids for the period of time of \_\_\_\_\_ starting on \_\_\_\_\_, if we are in breach of our obligation(s) under the bid conditions, because we:

- a) Have withdrawn our Bid during the period of bid validity specified in the Letter of Bid or any extension thereto accepted by us; or
- b) Having been notified of the acceptance of our Bid by the Employer during the period of bid validity or any extension thereto accepted by us, (i) fail or refuse to execute the Contract Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Name of the Bidder<sup>1</sup>: \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder<sup>2</sup>: \_\_\_\_\_

Title of the person signing the Bid: \_\_\_\_\_

Signature of the person named above: \_\_\_\_\_

Date signed: \_\_\_\_\_ day of: \_\_\_\_\_

**[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members of the Joint Venture that submits the Bid.]**

\_\_\_\_\_

<sup>1</sup> In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder.

<sup>2</sup> Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid.



# APPENDIX 1

## PRICE SCHEDULES – BIDDING PART



## APPENDIX 2 **PRICE SCHEDULES – CONDITIONAL PART**



# Republic of Kenya Coast Water Works Development Agency



IMPROVEMENT OF DRINKING WATER AND SANITATION SYSTEMS IN MOMBASA

## DESIGN, BUILD AND OPERATE OF MWACHE WATER TREATMENT PLANT

**PART 1 – BIDDINGS PROCEDURES**

**SECTION 5 – ELIGIBILITY CRITERIA**



## ELIGIBILITY IN AFD-FINANCED PROCUREMENT

1. Financing allocated by AFD to a Contracting Authority has been entirely untied since 1<sup>st</sup> January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. Natural or legal Persons<sup>1</sup> (including all members of a joint venture or any of their suppliers, contractors, subcontractors, consultants or subconsultants) shall not be awarded an AFD-financed contract if, on the date of submission of an application, a bid or a proposal, or on the date of award of a contract, they:
  - 2.1 Are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;
  - 2.2 Have been:
    - a) convicted, within the past five years by a court decision, which has the force of res judicata in the country where the contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this conviction is not relevant in the context of the Contract;
    - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where they are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this sanction is not relevant in the context of the Contract;
    - c) convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
  - 2.3 Are listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
  - 2.4 Have been subject within the past five years to a contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against them;
  - 2.5 Have not fulfilled their fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where they are constituted or the Contracting Authority's country;
  - 2.6 Are subject to an exclusion decision of the World Bank and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their

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<sup>1</sup> Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status).

## Part 1 – Bidding Procedures

### Section 5 – Eligibility Criteria

Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this exclusion is not relevant in the context of the Contract;

- 2.7 Have created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of the Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to AFD's satisfaction, through all relevant documents, including its Charter and other information AFD may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

**Republic of Kenya**  
**Coast Water Works Development Agency**



**DESIGN, BUILD AND OPERATE OF MWACHE WATER TREATMENT PLANT**

**PART 1 – BIDDINGS PROCEDURES**

**SECTION 6 – AFD POLICY – CORRUPT AND FRAUDULENT PRACTICES –  
ENVIRONMENTAL AND SOCIAL RESPONSIBILITY**



Contents

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<b>2. ENVIRONMENTAL AND SOCIAL RESPONSIBILITY .....</b>	<b>3</b>

## **AFD POLICY – CORRUPT AND FRAUDULENT PRACTICES - ENVIRONMENTAL AND SOCIAL RESPONSIBILITY**

### **1. CORRUPT AND FRAUDULENT PRACTICES**

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Moreover, AFD requires including in the Procurement Documents and AFD-financed contracts a provision requiring that suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by AFD.

AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to AFD to remedy the situation, including by failing to inform AFD at the time they knew of such practices.

AFD defines, for the purposes of this provision, the terms set forth below as follows:

- Corruption of a Public Officer means:
  - The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another Person<sup>1</sup> or entity, for such Public Officer to act or refrain from acting in his official capacity; or
  - The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity.

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<sup>1</sup> Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status).

- A Public Officer shall be construed as meaning:
  - Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that natural Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the natural Person occupies;
  - Any other natural Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
  - Any other natural Person defined as a Public Officer by the national laws of the country of the Contracting Authority.
  
- Corruption of a Private Person<sup>2</sup> means:
  - The act of promising, offering or giving to any Private Person, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or;
  - The act by which any Private Person solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
  
- Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
  
- Anti-competitive practices mean:
  - Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
  - Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
  - Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

## 2. ENVIRONMENTAL AND SOCIAL RESPONSIBILITY

In order to promote sustainable development, AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Suppliers, contractors, subcontractors, consultants or subconsultants for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

- Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
  
  - Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.
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<sup>2</sup> Means any natural Person other than a Public Officer.