

KDEAP KENYA **DIGITAL ECONOMY**
ACCELERATION PROJECT

Request for Bids

Small Works

(One-Envelope Bidding Process)

Procurement of:

REFURBISHMENT WORKS FOR HUDUMA CENTRES IN BORDERLAND AREAS

Package	Site	County
Lot 1	Amagoro	Busia
Lot 2	Holili	Taita Taveta
Lot 3	Moyale	Marsabit

**Employer: THE INFORMATION AND COMMUNICATION
TECHNOLOGY AUTHORITY**

**Project: KENYA DIGITAL ECONOMY ACCELERATION
PROJECT**

**Contract Title: PROCUREMENT OF REFURBISHMENT
WORKS FOR HUDUMA CENTRES IN BORDERLAND AREAS**

Country: REPUBLIC OF KENYA

Loan No. /Credit No.: 7289 – KE and 7290 – KE

RFB No: KE – ICTA – 571738 – CW – RFB

Issued on: 29TH SEPTEMBER, 2026

The Information and Communications Technology Authority

PO Box 27150 - 00100 Nairobi Kenya, Tel: +254 20 667 6999 Website: www.icta.go.ke

Vision

Transforming Lives
Using ICT

Mission

To champion and
harness ICT to
enable efficient
and effective
access in the
delivery of public
service for the
public office and
public service.

Standard Procurement Document

Bidding Document: Request for Bids – Small Works

(One-Envelope Bidding Process)

PART 1 – BIDDING PROCEDURES

Section I - Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. It is based on a one-envelope Bidding process. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II - Bid Data Sheet (BDS)

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

Section III - Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Most Advantageous Bid.

Section IV - Bidding Forms

This Section includes the forms for the Bid submission, Bill of Quantities or Activity Schedule to be completed by the Bidder and submitted as part of its Bid.

Section V - Eligible Countries

This Section contains information regarding eligible countries.

Section VI - Fraud and Corruption

This section includes the Fraud and Corruption provisions which apply to this Bidding process.

PART 2 – WORKS’ REQUIREMENTS

Section VII - Works’ Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured. The Works’ Requirements also include the environmental and social (ES)

requirements (including requirements relating to Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)) which are to be satisfied by the Contractor in executing the Works.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII - General Conditions of Contract (GCC)

This Section contains the general clauses to be applied in all contracts.

The text of the clauses in this Section shall not be modified.

Section IX - Particular Conditions of Contract (PCC)

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

Section X - Contract Forms

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



Specific Procurement Notice
Request for Bids Small Works
(One-Envelope Bidding Process)

Country: Republic of Kenya
Name Of Project: Kenya Digital Economy Acceleration Project (KDEAP)
Contract Title: Procurement of Refurbishment Works for Huduma Centres in Borderland Areas;

Package	Site	County
Lot 1	Amagoro	Busia
Lot 2	Holili	Taita Taveta
Lot 3	Moyale	Marsabit

Loan No./Credit No.: 7289 - KE and 7290 - KE.

RFB Reference No.: KE – ICTA – 571738 – CW – RFB

1. The Government of the Republic of Kenya (GoK) has received financing in the amount equivalent to US\$390 Million from the World Bank towards the cost of the first phase of the Kenya Digital Economy Acceleration Project (KDEAP).

The GoK intends to apply a portion of the proceeds of the credit to cover activities which include assisting the Huduma Kenya Secretariat (HKS) to deploy Huduma Centres in Borderland areas. The activity entails design and implement the refurbishment of Huduma Centres in borderland areas which host refugees and host communities. These centres intend to provide essential Government services, in high demand, efficiently to these marginalized population groups. This bid document covers the refurbishment of three (3) of the centres. This contract will be financed by **World Bank**. For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing.

2. The **Information Communication Technology Authority, ICTA** now invites sealed Bids from eligible Bidders for **Procurement of Refurbishment Works for Huduma Centres in Borderland Areas**

The scope of works includes but is not limited to the following activities to be executed within the periods as stated. Refurbishment of existing structures to house Huduma Centres as below;

Package	Site	County
Lot 1	Amagoro	Busia
Lot 2	Holili	Taita Taveta
Lot 3	Moyale	Marsabit

Bidders may bid for **one, any combination, or all three (3) Lots**. Bids will be evaluated on a **Lot-by-Lot basis**. Contracts will be awarded to the Bidder(s) offering the lowest evaluated responsive bid per Lot, subject to the Bidder meeting the cumulative post-qualification criteria (Turnover, Financial Resources, and Specific Experience) for the combination of Lots bid for.

The contract duration will be 270 days Construction and 180 days for Defects Liability Period (DLP)

3. Bidding will be conducted through **National competitive procurement** using Request for Bids (RFB) as specified in the World Bank’s “Procurement Regulations for IPF Borrowers - Procurement in Investment Projects Financing” ***First Published in July 2016, Revised Fifth Edition, September 2023*** (“Procurement Regulations”), and is open to all eligible Bidders as defined in the Procurement Regulations.
4. Interested eligible Bidders may obtain further information from the Information Communication Technology Authority’s Deputy Director, Supply Chain Management at procurement@icta.go.ke and inspect the Bidding document during office hours **8:00 AM to 5:00 PM** allowing for official lunch hour break between **1.00PM – 2.00 PM**. at the address given below;

**Deputy Director, Supply Chain Management
Information and Communications Technology Authority
12th Floor, Telposta Towers, Kenyatta Avenue
P.O. Box 27150-00100, Nairobi, Kenya.
(+254) 20 667 6999
Email: procurement@icta.go.ke**

5. The bidding document in English may be downloaded by interested Bidders from the ICTA’s website <https://www.icta.go.ke/tenders> or Public Procurement Information Portal website <https://www.tenders.go.ke>. Bidders who download the bidding documents are invited to notify the purchaser by e-mail with full contact details if they intended to participate, as this will facilitate issuance of notifications by the Purchaser during the procurement process, to all bidders where necessary.
6. Bids must be delivered to the address:

**Information and Communications Technology Authority
12th Floor, Telposta Towers, Kenyatta Avenue
P.O. Box 27150-00100, Nairobi, Kenya.
+254 (20) 667 6999**

permitted. Late Bids will be rejected.

Bids will be opened in public in the presence of the Bidders or their designated representatives and anyone who chooses to attend at the address below:

**Information and Communications Technology Authority
12th Floor, Telposta Towers, Kenyatta Avenue
P.O. Box 27150-00100, Nairobi, Kenya.**

Immediately after the submission deadline **10th November 2026 at 1000 Hrs E.A.T.**

7. All Bids must be accompanied by a **separate, standalone Bid Security for each Lot bid for**, in the form of an unconditional Bank Guarantee issued by a reputable commercial bank. **Cumulative or joint Bid Securities covering multiple Lots under a single instrument will NOT be accepted and shall lead to the rejection of the Bid as non-responsive.**

Bidders may bid for one or multiple Lots, but must submit an **independent Bid Security** corresponding strictly to the specific Lot(s) applied for, in the prescribed standard format of **Kes. 2,500,000 (Two million five hundred thousand only) per LOT** or equivalent in a freely convertible currency.

8. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.
9. The addresses referred to above are:

Jessy K. Maruti
Chief Executive Officer
The Information and Communications Technology Authority
12th Floor, Telposta Towers, Along Kenyatta Avenue
P.O. Box 27150-00100
NAIROBI, KENYA
info@ict.go.ke/procurement@ict.go.ke

Standard Procurement Document

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PART 1 – Bidding Procedures

SECTION 1 – Instructions to Bidders

Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

1. Scope of Bid

1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified **in the BDS**, issues this bidding document for the provision of Works as specified in Section VII, Works' Requirements. The name, identification and number of lots (contracts) of this RFB are specified **in the BDS**.

1.2 Throughout this bidding document:

- (a) the term **"in writing"** means communicated in written form (e.g. by mail, e-mail, and fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
- (b) if the context so requires, **"singular"** means **"plural"** and vice versa;
- (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 Borrower. It excludes the Borrower's official public holidays;
- (d) **"ES"** means environmental and social (including Sexual Exploitation, and Abuse (SEA) and Sexual Harassment (SH));
- (e) **"Sexual Exploitation and Abuse"** **"(SEA)"** means the following:

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

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

- (f) **"Sexual Harassment"** **"(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the

Contractor's Personnel with other Contractor's or Employer's Personnel;

- (g) **“Contractor's Personnel”** is as defined in Sub- Clause 1 (ii) of the General Conditions of Contract; and
- (h) **“Employer's personnel”** is as defined in GCC Sub-Clause 1 (nn) of the General Conditions of Contract.

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

2. Source of Funds

- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified **in the BDS** has received or has applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank's Anti- Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.
- 3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal

submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, or a state- owned enterprise or institution, subject to ITB 4.6, or any combination of them in the form of a joint venture (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager for the Contract implementation;
- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly

controls, is controlled by, or is under common control with that firm;

- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a Subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.

4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.

4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.

- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.
- 4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.
- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower'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,

- 5.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract

Equipment and Services will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Bidding Document

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

PART 1 Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

PART 2 Works' Requirements

- Section VII - Works' Requirements

PART 3 Conditions of Contract and Contract Forms

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

- 6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of this bidding document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the bidding document 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 document and to

furnish with its Bid all information and documentation as is required by the bidding document.

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

- 7.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS** or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so specified **in the BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting.

7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3 Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding document by issuing addenda.

8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents
Comprising the
Bid**

11.1 The Bid shall comprise the following:

- (a) **Letter of Bid** prepared in accordance with ITB 12;
- (b) **Bill of Quantities or Activity Schedule:** completed in accordance with ITB 12 and ITB 14, as specified **in the BDS**;
- (c) **Bid Security or Bid-Securing Declaration**, in accordance with ITB 19.1;
- (d) **Alternative Bid**, if permissible, in accordance with ITB 13;
- (e) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
- (f) **Bidder's Eligibility:** documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid;
- (g) **Qualifications:** documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (h) **Conformity:** a technical proposal in accordance with ITB 16;
- (i) any other document required **in the BDS**.

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

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

**12. Letter of Bid and
Schedules**

12.1 The Letter of Bid and Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

- 13.1 Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the Employer's design as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified **in the BDS** and described in Section VII, Works' Requirements. The method for their evaluation will be stipulated in Section III, Evaluation and Qualification Criteria.

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Activity Schedule or Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV. Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.

- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 12.1.
- 14.5 Unless otherwise specified **in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Bidding Forms and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so specified in ITB 1.1, Bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates and prices¹ and the total Bid price submitted by the Bidder.

15. Currencies of Bid and Payment

- 15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same and shall be as specified **in the BDS**.
- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable², in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

16. Documents Comprising the

- 16.1 The Bidder shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of

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

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

Technical Proposal

the Bidders' proposal to meet the work's requirements and the completion time.

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

- 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 17.3 If a margin of preference applies as specified in accordance with ITB 33.1, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.

**18. Period of Validity
of Bids**

- 18.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Employer in accordance with ITB 8. A Bid that is not valid until the date specified **in the BDS**, or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the date of expiry of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for Bid validity. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows:

- (a) in the case of **fixed price** contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
- (b) in the case of **adjustable** price contracts, no adjustment shall be made; or
- (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

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

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

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

- (a) an unconditional guarantee issued by a bank or non- bank financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security specified **in the BDS**,

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

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

19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 48.

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

19.7 The Bid Security may be forfeited:

- (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 47; or
 - (ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48.

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

19.9 If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and;

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

- (i) sign the Contract in accordance with ITB 47; or
- (ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48;

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

**20.Format and
Signing of Bid**

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

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:

- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
- (b) in an envelope marked “COPIES”, all required copies of the Bid; and
- (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
 - (i) in an envelope marked “ORIGINAL - ALTERNATIVE BID”, the alternative Bid; and
 - (ii) in the enveloped marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.

21.2 The inner and outer envelopes shall:

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

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

22. Deadline for Submission of Bids

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

22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and

obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

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

24. Withdrawal, Substitution, and Modification of Bids

- 24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION”; and
 - (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

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

- 24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

25. Bid Opening

- 25.1 Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out in accordance with this ITB, all Bids received by the deadline, at the date, time and place specified **in the BDS**, in the presence of Bidders’ designated representatives and anyone who chooses to attend. All Bidders, or their representatives and any interested party may attend a public opening. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.

- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall

not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

25.3 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.

25.4 Next, 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.

25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, or Bid Securing Declaration, if required; and any other details as the Employer may consider appropriate.

25.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid and the priced Schedules are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.

25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).

25.8 The Employer shall prepare a record of the Bid opening that shall include, as a minimum:

- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
- (b) the Bid Price, per lot (contract) if applicable, including any discounts;
- (c) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required; and

(d) any alternative Bids.

25.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 43.

26.2 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

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

27. Clarification of Bids

of 27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 31.

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

28. Deviations, Reservations, and Omissions

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

(a) "Deviation" is a departure from the requirements specified in the bidding document;

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

29. Determination of Responsiveness

29.1 The Employer’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

29.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

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

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

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

30. Nonmaterial Nonconformities

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

30.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of

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

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

**31. Correction
Arithmetical
Errors**

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

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

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

**32. Conversion
Single Currency**

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

- 33. Margin Preference** of 33.1 Unless otherwise specified **in the BDS**, a margin of preference for domestic Bidders³ shall not apply.
- 34. Subcontractors** 34.1 Unless otherwise stated **in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer, Financial Parts
- 34.2 The subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.
- 34.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified **in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.
- 35. Evaluation Bids** of 35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. This 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 document; and
 - (b) the lowest evaluated cost.
- 35.2 To evaluate a Bid, the Employer shall consider the following:
- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill

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

of Quantities⁴ for admeasurement contracts, but including Daywork⁵ items, where priced competitively;

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

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

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

36. Comparison of Bids 36.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.

37. Abnormally Low Bids 37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.

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

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

- 37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.
- 38. Unbalanced or Front Loaded Bids**
- 38.1 If the Bid for an admeasurement contract, which results in the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or, front loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid price as with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.
- 38.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:
- (a) accept the Bid; or
 - (b) require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or
 - (c) reject the Bid.
- 39. Qualification of the Bidder**
- 39.1 The Employer shall determine to its satisfaction whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

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

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

**40. Most
Advantageous Bid**

40.1 Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. 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 document; and
- (b) the lowest evaluated cost.

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

41.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

42. Standstill Period

42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

- 43. Notification of Intention to Award**
- 43.1** The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
 - (b) the Contract price of the successful Bid;
 - (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
 - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
 - (e) the expiry date of the Standstill Period;
 - (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

F. Award of Contract

- 44. Award Criteria**
- 44.1** Subject to ITB 41, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 40.
- 45. Notification of Award**
- 45.1** Prior to the expiration of the Bid validity and upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 45.2** Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Employer;

- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Bidder's Beneficial Ownership Disclosure Form, if specified in BDS ITB 47.1.

45.3 The Contract Award Notice shall be published on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.

45.4 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

46. Debriefing by the Employer

46.1 On receipt of the Employer's Notification of Intention to Award referred to in ITB 43.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

46.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period

46.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract.

Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

- 46.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

**47. Signing
Contract**

- of** 47.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.
- 47.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.

**48. Performance
Security**

- 48.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with the General Conditions of Contract, subject to ITB 38.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.
- 48.2 Failure of the successful Bidder to submit the above- mentioned Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

49. Adjudicator

- 49.1 The Employer proposes the person named **in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee specified **in the BDS**, plus reimbursable expenses. If the

Bidder disagrees with this proposal; the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

**50. Procurement
Related
Complaint**

50.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.

Section II - Bid Data Sheet (BDS)

Section II - Bid Data Sheet (BDS)

The following specific data for the Works to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. General		
ITB 1.1	The reference number of the Request for Bids (RFB) is: KE – ICTA – 571738 – CW – RFB		
	The Employer is: Chief Executive Officer Information and Communications Technology Authority 12th Floor, Telposta Towers, Kenyatta Avenue P.O. Box 27150-00100, Nairobi, Kenya. (+254) 20 667 6999		
	The name of the RFB is: Procurement of Refurbishment Works for Huduma Centres in Borderland Areas;		
	Package	Site	County
	Lot 1	Amagoro	Busia
	Lot 2	Holili	Taita Taveta
	Lot 3	Moyale	Marsabit
	ITB 1.2(a)	Return of Bid Documents through E-procurement - Not Applicable. Bidding Document in English shall be downloaded from www.icta.go.ke or www.tenders.go.ke	
ITB 2.1	The Borrower is: The Government of Kenya, through the ICT Authority, which is the Implementing Agency Loan or Financing Agreement amount: USD 390million The name of the Project is: Kenya Digital Economy Acceleration Project		
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: Two (2) Members		
ITB 4.5	A list of debarred firms and individuals is available on the Bank’s external website: https://www.worldbank.org/debarr		

B. Contents of Bidding Document

ITB 7.1	For <u>Clarification of Bid purposes</u> only, the Employer's address is: Attention: Deputy Director Supply Chain Management, Information and Communication Technology Authority, Address: P.O. Box 27150-00100, City: NAIROBI ZIP Code: N/A Country: Kenya Facsimile number: Not Applicable Electronic mail address: procurement@ict.go.ke Web page: www.icta.go.ke
ITB 7.1	Requests for clarification should be received by the Employer no later than: 14 days prior to deadline for submission of bids
ITB 7.1	Web page: www.icta.go.ke
ITB 7.4	A Pre-Bid meeting shall take place at the following date, time and place: Date: 14th October 2026. Time: 10:00 AM Place: 12th Floor, Telposta Towers, Kenyatta Avenue A site visit conducted by the Employer shall not be organized:
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: <i>English</i> All correspondence exchange shall be in English language. Language for translation of supporting documents and printed literature is <i>English.</i>
ITB 11.1 (b)	The Bidder shall submit the following documents in its Bid:

	The Bidder shall submit the following additional documents in its Bid: 1. Priced Bill of Quantities (BoQ): Duly completed, stamped, and signed in accordance with ITB 14 and ITB 15. 2. List of Proposed Subcontractors: A list of key proposed subcontractors and evidence of their technical capacity. <i>(Note: Formal subcontracts are not required at bid submission; letters of intent shall suffice).</i>
ITB 11.1 (i)	The Bidder shall submit the following additional technical, statutory, and ESHS documents in its Bid: A. Statutory and Administrative Documents (Main Bidder / JV Partners) 1. Certificate of Incorporation or Registration (or equivalent official document for foreign bidders). 2. CR12 Form issued by the Registrar of Companies within the last 12 months (or equivalent official register of directors/beneficial ownership for foreign entities). 3. Valid Tax Compliance Certificate (TCC) and KRA PIN Certificate (or equivalent official tax identification documentation for foreign bidders). B. Technical Registration and Licensing Requirements 1. Main Contractor (Building Works): Valid Registration Certificate and current Practicing License from the National Construction Authority (NCA) in Category NCA 4 or higher for Building Works. 2. Specialized Subcontractors (where applicable under ITB 34.3): ○ <i>Electrical & Mechanical Works:</i> Valid NCA Registration Certificate and current Practicing License (NCA 4 or higher). ○ <i>Borehole Drilling, Equipping & Associated Installation Works:</i> Valid Class 2 (or higher) License from the Water Resources Authority (WRA), alongside valid NCA Registration and Practicing License for Water Works and Electrical/Mechanical Works. ○ <i>Solar Installation Works:</i> Valid Class A1/B License from the Energy and Petroleum Regulatory Authority (EPRA). C. Requirements for Foreign Bidders 1. Foreign bidders must submit proof of valid registration/certification from their country of origin demonstrably equivalent to NCA Category 4 or higher, alongside equivalent tax and incorporation documents notarized by a Notary Public and translated into English. 2. In accordance with Kenyan laws, a successful foreign bidder shall obtain temporary registration with the NCA prior to contract signing following the issuance of the Notification of Award.

D. Environmental, Social, Health, and Safety (ESHS) Documents

1. **Code of Conduct for Contractor's Personnel:** Duly signed Code of Conduct for Contractor's Personnel using the standard form provided in Section IV (Bidding Forms), without substantial modification.
2. **Management Strategies and Implementation Plans (MSIP):** High-level draft MSIP Frameworks addressing the key Environmental and Social (ES) risks for each Lot bid for, explicitly covering:
 - Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) Prevention and Response Action Plan;
 - Site Waste Management Plan (WMP);
 - Child Protection Strategy (CPS);
 - Community Traffic Management Plan.

(Note: The MSIPs submitted at the bid stage shall form the basis for the Contractor's final Site-Specific Environmental and Social Management Plan (C-ESMP), to be finalized and approved by the Project Manager prior to the commencement of works).

E. Right of Verification: The Employer reserves the right to verify the authenticity of all submitted certificates, licenses, and tax records via official regulator portals or direct inquiry with relevant authorities.

ITB 13.1	Alternative Bids shall not be considered.
ITB 13.2	Alternative times for completion shall not be permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: [Not Applicable]
ITB 14.5	The prices quoted by the Bidder shall be: Fixed (Shall Not be Subject to Adjustment during the Performance of the Contract)
ITB 15.1	The price shall be quoted by the Bidder in: <i>Kenya Shillings (KES)</i>
ITB 18.1	The Bid shall be valid until 10th March, 2027 .
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): <i>Not Applicable</i>
ITB 19.1	A Bid Security shall be required. The Bid Security shall be in the form of Bank Guarantee from a reputable bank in the form and content provided in Section IV-Bidding Forms valid for a period of at least 28 calendar days beyond the Bid Validity Period. The bid security shall remain valid until 7 April 2027 (at least 148 calendar days from bid submission deadline.) The Bid Security for each LOT shall be Kes. 2,500,000.00 [Two Million Five Hundred only] or equivalent in a freely convertible currency.
ITB 19.3 (d)	Other types of acceptable securities: <i>None</i>
ITB 20.1	In addition to the original of the Bid, the number of copies required is: two (2) hard copies and one (1) soft copy on a USB flash drive . The soft copy shall be an exact electronic duplicate of the signed original bid saved in PDF or another uneditable format.
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney

	The Power of Attorney shall be drawn up by an Advocate of the High Court of Kenya (or attested by a Notary Public for international bidders) and bear the legal stamp/seal. If the Bidder is a Joint Venture (JV), the Power of Attorney shall be executed by all authorized partners/members of the JV, appointing a Lead Partner with authority to sign on behalf of the JV and bind all members legally
D. Submission and Opening of Bids	
ITB 22.1	For <u>Bid submission purposes</u> only, the Employer's address is: Attention: Name: Information and Communication Technology Authority, Address: P.O. Box 27150-00100, City: NAIROBI ZIP Code: N/A Country: Kenya Facsimile number: Not Applicable Electronic mail address: procurement@ict.go.ke RFB No: KE – ICTA – 571738 – CW – RFB The deadline for Bid submission is: Date: 10th November, 2026 Time: 1000 Hrs E.A.T Bidders shall not have the option of submitting their Bids electronically. The electronic bidding submission procedures shall be: Not Applicable.
ITB 25.1	The Bid opening shall take place at: ICTA Boardroom 12th Floor, Telposta Towers, Kenyatta Avenue. P.O Box 27150-00100, City: Nairobi Country: Kenya Date: 10th November, 2026 Time: 1000 Hrs E.A.T
ITB 25.1	The electronic Bid opening procedures shall be: <i>Not Applicable</i>
ITB 25.6	The Letter of Bid and Schedules shall be initialed by All representatives of the Employer conducting Bid opening.
E. Evaluation and Comparison of Bids	
ITB 32.1	The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate for all Bid prices expressed in various currencies into a single currency is: Kenya Shillings (KES)

	The source of exchange rate shall be: The Central Bank of Kenya The date for the exchange rate shall be: Date: Bid Submission Date, 10th November, 2026.
ITB 33.1	A margin of domestic preference <i>shall not</i> apply.
ITB 34.1	At this time the Employer <i>does not intend</i> to execute certain specific parts of the Works by subcontractors selected in advance.
ITB 34.2	The parts of the Works for which the Employer permits Bidders to propose Specialized Subcontractors are designated as follows: a) Solar PV Works. b) Supply and Installation of Generator Sets c) Mechanical Works d) Borehole Drilling, Equipping & associated Installation Works e) Electrical Works f) ICT Equipment g) Furniture h) Branding i) Security Installations
ITB 34.3	a) In the case of Post qualification: Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: <u>25</u> % of the total contract amount or <u>25</u> % of the volume of work. b) Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience. The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be sub-contracted failing which such sub-contractors will not be permitted to participate. c) Sub-contractors' qualification and experience will not be considered for evaluation of the Bidder, except for registration in the relevant category in NCA (local) or equivalent for foreign contractors. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria. d) Bidders shall be bound to the subcontractors named in their Bid submissions. The successful bidder shall not change, replace, or substitute any proposed subcontractor without the prior written consent of the Employer. Approval shall be granted at the Employer's sole discretion, and only upon demonstration of unavoidable circumstances and submission of an equivalent or better-qualified subcontractor. Failure to comply with this requirement shall constitute a material breach of contract and may result in termination at the Employer's discretion.

F. Award of Contract**ITB 47.1**

The successful Bidder *shall* submit the Beneficial Ownership Disclosure Form.

ITB 48.1

The Bill of Quantities (BOQ) and the drawings can be accessed through the link below: [Huduma BorderL BOQ & Drawing](#)

Or

https://1drv.ms/f/c/18cdae6c5fa47b41/IgAXax4WpUYUQaZwkWEyMF85AR6Op5_Dqu659_3t5bNa0t8?e=fhrgqe

ITB 48.1 and 48.2	The successful Bidder shall not be required to submit an Environmental and Social (ES) Performance Security.
ITB 49	The Adjudicator proposed by the Employer is: <i>No person is proposed by the Employer at this time, and that the Appointing Authority (CIArb Kenya) will be requested to appoint the Adjudicator upon contract award, in accordance with GCC Sub-Clause 23.1.</i>
ITB 50.1	The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to: For the attention: Chief Executive Officer, Information and Communication Technology Authority, P. O. Box 27150-00100, Nairobi, Kenya Email address: procurement@ict.go.ke In summary, a Procurement-related Complaint may challenge any of the following: 1. the terms of the Bidding Documents; and 2. the Employer’s decision to award the contract.

Section III - Evaluation and Qualification Criteria

Section III - Evaluation and Qualification Criteria

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

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

Exchange rates shall be taken from the publicly available source identified in the ITB

32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer

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1. Margin of Preference

NOT APPLICABLE

2. Evaluation

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

2.1 Adequacy of Technical Proposal

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

2.2 Multiple Contracts

Pursuant to ITB 35.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

(a) Award Criteria for Multiple Contracts [ITB 35.4]:

Lots

The project has been structured into lots/sites which are geographically spread within the Republic of Kenya.

All Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered for each lot, if any.

The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for each individual lot, subject to the selected Bidder(s) meeting the required qualification criteria for each lot or lots as the case may be.

2.3 Alternative Completion Times (NOT APPLICABLE)**2.4 Sustainable procurement (NOT APPLICABLE)****2.5 Alternative Technical Solutions for specified parts of Works (NOT APPLICABLE)****2.6 Specialized Subcontractors**

If permitted under ITB 34, only the specific experience of Subcontractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

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

a) Solar PV Works

The qualification criteria for a specialized subcontractor for Solar PV Works are as follows:

- Meets the specific construction and contract management for electrical works as listed in the qualification table below.

b) Electrical Works

The qualification criteria for a specialized subcontractor for works are as follows:

- Meets the specific construction and contract management for electrical works as listed in the qualification table below.

c) Mechanical Works

The qualification criteria for a specialized subcontractor for works are as follows:

- Meets the specific construction and contract management for mechanical works as listed in the qualification table below.

Specialized Subcontractors Criteria			
Criteria	Solar PV	Electrical	Mechanical
1. Registration and licencing	As required under ITB 11.1	As required under ITB 11.1	As required under ITB 11.1
2. Similar-work/ Specific experience	Completed at least two 2 solar PV installations of not less than 20 kWp each within the last 5 years, at least one of which included battery energy storage of not less than 50 kWh	Completed at least two 2 electrical installations of comparable scope (LV distribution, cabling, lighting and power) within the last 3 years	Completed at least two (2) mechanical installations of comparable scope (plumbing, water supply and pumping systems) within the last 3 years
3. Special Equipment and supply	Manufacturer's authorization or certified-installer status for the proposed inverter and battery brand, and IEC certification of the proposed panels	Access to the testing and commissioning equipment required for the installation	Manufacturer's authorization for the pumps and mechanical equipment proposed
4.Contract performance	No termination for default and no unresolved disputes on similar contracts in the last 5 years	No termination for default and no unresolved disputes on similar contracts in the last 5 years	No termination for default and no unresolved disputes on similar contracts in the last 5 years

3. Qualification

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		Council resolution, both in accordance with ITB 4.8 and Section V.					
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor default since 1st January 2023.	Must meet requirement ¹ & 2	N/A	N/A	N/A	Form CON-2
2.2	Suspension Based on Execution of Bid /Proposal Securing Declaration by the Employer	Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 and ITB 19.9	Must meet requirement	N/A	N/A	N/A	Letter of Bid
2.3	Pending Litigation	Bidder's financial position and prospective long-term profitability sound according to criteria established in 3.1	Must meet requirement	N/A	N/A	N/A	Form CON – 2

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		Below and assuming that all pending litigation will be resolved against the Bidder					
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ² since 1st January 2023	Must meet requirement	N/A	N/A	N/A	Form CON – 2
2.5	Declaration: Environmental and Social (ES) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for breach of environmental or social (including Sexual Exploitation and Abuse)) contractual obligations in the past five years. ³	Must make the declaration. Where there are Specialized Sub- contractor/s, the Specialized Sub- contractor/s must also make the declaration.	N/A	N/A	N/A	Form CON-3 ES Performance Declaration

² The Bidder shall provide accurate information on the Letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

³ The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

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

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		demonstrated such capacity and commitment on another Bank financed works contract.					
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to Meet the construction cash flow requirements estimated as; Lot 1: Kshs. 40 million Lot 2: Kshs. 40 million Lot 3: Kshs.40 million for the subject contract(s) net of the Bidder's	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		other commitments ¹ .					
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	N/A	N/A	N/A	

¹ Evaluation for Multiple Lots: Bidders have the option to bid for one, two, or all three lots. Bidders applying for more than one lot must demonstrate financial capability meeting the cumulative (aggregated) requirement for the combination of lots bid for (e.g., Kshs. 80 million for any two lots, or Kshs. 120 million for all three lots). In the event a Bidder submits bids for multiple lots but fails to meet the cumulative cash flow requirement for all the lots applied for, the Employer shall evaluate and award the combination of lot(s) for which the Bidder satisfies the minimum required financial capability, in a manner that yields the lowest evaluated total cost to the Employer.

		(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last 3 years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and Indicate its prospective long-term profitability.	Must meet requirement	N/A	N/A	N/A	
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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of Lot 1: Kshs. 100 million, Lot 2: Kshs. 100 million, Lot 3: Kshs. 100 million, calculated as total certified payments received for Contracts in progress and/or completed within the last 4 years, divided by 4 years ²	Must meet requirement	Must meet requirement	Must meet 50% requirement	Must meet 90% requirement	Form FIN – 3.2
4. Experience							
4.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last 3 years, starting 1 st January 2023	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1

² Evaluation for Multiple Lots: Bidders have the option to bid for one, two, or all three lots. Bidders applying for more than one lot must demonstrate financial capability meeting the cumulative (aggregated) requirement for the combination of lots bid for (e.g., Kshs. 200 million for any two lots, or Kshs. 300 million for all three lots).

In the event a Bidder submits bids for multiple lots but fails to meet the cumulative annual construction turnover requirement for all the lots applied for, the Employer shall evaluate and award the combination of lot(s) for which the Bidder satisfies the minimum required financial capability, in a manner that yields the lowest evaluated total cost to the Employer.

4.2 (a)	Specific Construction & Contract Management Experience	(i) A minimum number of <i>two</i> (2) similar contracts specified below that have been	Must meet requirement	N/A	N/A	N/A	Form EXP 4.2(a)
------------	---	--	--------------------------	-----	-----	-----	-----------------

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		satisfactorily and substantially ⁴ completed as a prime contractor, joint venture member ⁵ , management contractor or sub-contractor ⁵ between 1 st January 2023 and bid submission deadline: (i) 1 contract, of minimum value Kshs. 200 Million ; Or ii) 2 contracts each of minimum value Kshs. 100 million for multiple lots ³					

⁴ Substantial Completion shall be based on 80% or more works completed under the contract.

⁵ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.

³ Bidders may bid for one or more lots. Bidders applying for **more than one lot** must satisfy the **cumulative requirements** for all lots bid for

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		The similarity of the sites shall be based on the following: • At least 440sq.m structure • At least 100sq.m of civil works (Driveway & Parking) • At least three of the following specialized works; solar PV, generator installation; borehole works or water reticulation, ICT equipment and works, furniture supply and security installations.					

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
4.2 (b)		For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or sub-contractor between 1st January 2023 and Application submission deadline, a minimum construction experience in the following key activities successfully completed ⁶ :	Must meet requirements <i>[Specify activities that may be met through a specialized subcontractor, if permitted in accordance with ITB 34.3]</i>	Must meet requirements	N/A	N/A	Form EXP – 4.2 (b)

⁶ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		• At least 440sq.m structure • At least 100sq.m of civil works (Driveway & Parking) • At least 100m of footpaths • At least 20Kw Solar PV Works • Water Reticulation works including installation of 50m³ Elevated Water Tank • ICT equipment • Furniture • Branding					

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		These activities need not have been delivered under a single contract, and the specialized works may be demonstrated through the specialized subcontractors permitted under ITB 34.					
4.2 (c)	Specific Experience in managing ES aspects	For contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor	Must meet requirements	N/A	N/A	N/A	Form EXP – 4.2 (c)

⁷ The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless specified otherwise.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		between 1 st January 2023 and Application submission deadline, experience in managing ES risks and impacts in the following aspects: Sexual Exploitation, and Abuse (SEA) prevention and response Traffic Management Plan to ensure safety of local communities from construction traffic					

Note: [For Multiple lots (contracts) specify financial and experience criteria for each lot under 3.1, 3.2, 4.2(a), 4.2(b) and 4.2 (c)]

4. Key Personnel per LOT

The Bidder must demonstrate that it will have suitably qualified (and in adequate numbers) Key Personnel, as described in the Specification, for each Lot bid for. Key Personnel proposed for one Lot shall not be proposed for any other Lot.

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

Item No.	Position/ Specialization	Minimum Relevant academic qualifications	Minimum years of relevant work experience
1	Contractor's Representative/ Site Agent - (1No.)	- BSc. /BEng. /BTech. or Equivalent Degree in Civil Engineering, Construction Management, Building Technology or equivalent - Registered Professional Engineer with EBK or Equivalent Body - Valid Practicing License	i. 15 years' general experience ii. 10 years' specific experience in construction of building works iii. At least 5 years as a Site Agent in a project as in ii above of minimum value KES 100 Million.
2	Assistant Site Agent/Site Engineer – (1No.)	- HND Civil or Equivalent - Registered Technician Engineer with EBK or equivalent	i. 10 years' general experience ii. 8 years' specific experience in construction of building works iii. At least 5 years as a Site Engineer or Assistant Site Agent in a project as in iii above.

3	Surveyors – (1No.)	- BSc. (Survey/Geomatic /Geospatial Engineering) or equivalent. - Registered with ISK or any other equivalent body - Conversant in AUTOCAD/CIVIL 3D	i. 8 years' general experience ii. 5 years' specific experience in construction projects iii. At least 3 years as a surveyor in a project as in iii above.
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4	Environmental – (1No.)	- BSc. In Environmental Science/Natural science or its equivalent - Registered by NEMA as a Lead expert - Valid NEMA License	i. 8 years' general experience ii. 5 years' specific experience in construction projects iii. At least 3 years as an Environmentalist in a project as in iii above.
5	Sociologist – (1No.)	- B.A(Sociology/Community Development/Social Work/Political Science) or its equivalent	i. 8 years' general experience ii. 5 years' specific experience in construction projects iii. At least 3 years as a Sociologist in a project as in iii above.
6	Health & Safety Officer – (1No.)	- Dip. (Occupational Health and Safety) or its equivalent - Be a Certified Health and Safety Officer by relevant body	i. 8 years' general experience ii. 5 years' specific experience in construction projects iii. At least 3 years as an HSO in a project as in iii above.
7	Electrical Engineer – (1No.)	- Degree (Electrical Engineering) - Registration with EBK - Valid EPRA License	i. 8 years' general experience ii. 5 years' specific experience in Solar Installation Works
8	Mechanical Engineer – (1No.)	- Degree (Mechanical Engineering) - Registration with EBK	i. 8 years' general experience ii. 5 years' specific experience in HVAC Installation Works.
9	Electricians (2No.)	- Diploma (Electrical Engineering) - Valid EPRA License	i. 8 years' general experience ii. 5 years' specific experience in Solar PV Works.
10	Plumbers – (2No.)	- Diploma (Mechanical Engineering)	i. 8 years' general experience ii. 5 years' specific experience in HVAC Installation Works

5. Equipment

The Bidder must demonstrate that it will have access to the key Contractor's equipment listed hereafter, for each Lot bid for. Equipment proposed for one Lot shall not be proposed for any other Lot:

No.	Equipment Type and Characteristics	Minimum Number required for each LOT
1.	10 Ton Lorries/Tippers	2
2.	5m ³ concrete mixers	2
3.	0.75m ³ concrete dumpers	2
4.	40mm concrete vibrators	2
5.	(50mm inlet) Dewatering pumps	1
6.	Water bowser 10,000l	1
7.	Plate Compactor (7T)	2
8.	Roller Compactor (10T)	1
9.	Survey Equipment • Total station with tripod and prism • Automatic level • 5m Ranging Rods • 100m Steel Tapes • 30m Steel Tapes • 5m Steel Tapes	1 2 2 2 2 2

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

Section IV - Bidding Forms

Section IV - Bidding Forms

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Letter of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

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

Note: All italicized text is to help Bidders in preparing this form.

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

RFB No.:

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

[insert complete name of Employer]

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 8;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal- Securing Declaration in the Employer's Country in accordance with ITB 4.7;
- (d) **Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (v) below and delete the others].*

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

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

commitment to comply with SEA and SH prevention and response obligations.]

- v. [had been subject to disqualification by the Bank for non-compliance with SEA/SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]
- (e) **Conformity:** We offer to execute in conformity with the bidding document the following Works: [insert a brief description of the Works]
- (f) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*
- [Option 1, in case of one lot:] Total price is: [insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies];*
- Or
- [Option 2, in case of multiple lots:] (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*
- (g) **Discounts:** The discounts offered and the methodology for their application are:
- (i) The discounts offered are: *[Specify in detail each discount offered.]*
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- (h) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;
- (i) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security *[and an Environmental and Social (ES) Performance Security, **Delete if not applicable**]* in accordance with the bidding document;
- (j) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (k) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the

contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

- (l) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (m) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

- (n) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive;
- (p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- (q) **Adjudicator:** We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator.

[or]

We do not accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator and propose instead that *[insert name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

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

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

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

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

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

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

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

Bills Of Quantities

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions of Contract, Technical Specifications and Drawings.
2. The brief description of the items in the Bill of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of Contract and Specifications for the full direction and description of work and materials.
3. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
4. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities.
5. The price and rates entered in the Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include cost of performance bond, all constructional plant to be used, contractors staff and labour, all insurances, supervision, compliance testing, Environment Health and Safety Compliances, materials, erection, maintenance of works, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the Contract by the Engineer and his staff.
6. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate, or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
7. Any entry of “nil” or any other price or rate that shall render the Bid unresponsive in accordance with Clause 29 of the instructions to Bidders, unless deemed justifiably covered elsewhere in the Bills of Quantities, may lead to the entire Bid being rejected
8. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
9. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices

against each item in the priced Bill of Quantities and all works shall be done in accordance with the specifications and as directed by the Engineer.

10. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Clause 13.5 of the Conditions of Contract.
11. The method of measurement of completed work for payment shall be in accordance with *Standard Method of Measurement for Building Works of the Architectural Association of Kenya, 2008*.
12. "Authorized" "Directed" or "Approved" shall mean the authority, direction or approval of the Engineer.
13. Unless otherwise stated, all measurements shall be net taken on the finished work carried out in accordance with the details shown on the drawings or instructed, with no allowance for extra cuts or fills, waste or additional thickness necessary to obtain the minimum finished thickness or dimensions required in this contract. Any work performed in excess of the requirements of the plans and Specifications will not be paid for, unless ordered in writing by the Engineer.
14. Units of Measurement and Abbreviations used herein shall have the following meanings:

Unit	Abbreviation	Unit	Abbreviation
cubic meter	m ³ or cu m	litre	L
hectare hour	ha	millimetre	mm
kilogram	hr	month	mth
kilometre	kg	number	No.
lump sum	Km	provisional sum	Prov Sum
prime cost	LSum.	square meter	m ² or sq m
meter metric	PC Sum	square millimetre	mm ² or sq mm
ton	m	vehicle	Veh
(1,000kg)	t	week	wk

The Bills of Quantities are presented as volume 3 of 3 as follows

PROCUREMENT OF REFURBISHMENT WORKS FOR HUDUMA CENTRES IN BORDERLAND AREAS;

Lot	Site	County
LOT 1	Amagoro	Busia
LOT 2	Holili	Taita Taveta
LOT 3	Moyale	Marsabit

Forms of Bid Security

Form of Bid Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the Employer]

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

Date: *[Insert date of issue]*

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

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

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

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

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

- (a) has withdrawn its Bid prior to the Bid validity expiry date specified by the Applicant in the Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant,
 - (i) fails to execute the contract agreement or (ii) fails to furnish the performance security and, if required, the Environmental and Social (ES) Performance

Security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security and, if required, the Environmental and Social (ES) Performance Security, issued to the Beneficiary in relation to such contract agreement; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

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

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

[signature(s)]

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

Technical Proposal

Technical Proposal Forms - MANDATORY

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

FORM PER -1

Key Personnel Schedule

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

Key Personnel

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

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

Form PER-2:**Resume and Declaration Key****Personnel**

Name of Bidder

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

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

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

Declaration

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

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

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

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

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

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Equipment

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

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

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

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

Site Organization

[insert Site Organization information]

Method Statement

[insert Method Statement]

Mobilization Schedule

[insert Mobilization Schedule]

Construction Schedule

[insert Construction Schedule]

ES Management Strategies and Implementation Plans

(ES-MSIP)

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 11.1

(i) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

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

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

Note to the Employer:

The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.

The types of issues identified could include risks associated with: labor influx, spread of communicable diseases, and Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) etc.

Delete this Box prior to issuance of the bidding documents.

Note to the Bidder:

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

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

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

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

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

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

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

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

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

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

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR CONTRACTOR'S PERSONNEL:

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

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

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

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

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

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

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

(2) Examples of sexual harassment in a work context

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

Others

Bidder's Qualification

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

Form ELI -1.1: Bidder Information Form

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

Bidder's name
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ➤ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. ➤ In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Employer 2. Included are the organizational chart, a list of Board of Directors.

Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: _____
 RFB No. and title: _____
 Page _____ of _____

Bidder's Joint Venture name:

JV member's name:

JV member's country of registration:

JV member's year of constitution:

JV member's legal address in country of constitution:

JV member's authorized representative

information Name: _____

Address: _____

Telephone/Fax numbers: _____

E-mail address: _____

1. Attached are copies of original documents of

- Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.
- In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and is not under the supervision of the Employer, in accordance with ITB 4.6.

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]*

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

Bidder's Name: _____

Date: _____

RFB No. and title: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1 st January 2023 ☐ Contract(s) not performed since 1 st January 2023			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation ☐ Pending litigation.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria ☐ No Litigation History ☐ Litigation History			
Year of award	Outcome percentage as of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)

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

Form CON – 3:**Environmental and Social Performance Declaration**

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

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

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

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

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

Environmental and Social Performance Declaration

in accordance with Section III, Evaluation and Qualification Criteria

- ☐ **No suspension or termination of contract:** An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, or Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.
- ☐ **Declaration of suspension or termination of contract:** The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, or Social (ES) performance since the date specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5. Details are described below:

Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i>	<i>[insert amount]</i>

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

Form CON – 4

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

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

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

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

RFB No. and title: *[insert RFB number and title]* Page *[insert page number]* of *[insert total number]* pages

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

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

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

Form CCC: Current Contract Commitments / Works in Progress

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

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

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

RFB No. and title: Page of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years,				
	(amount in currency, currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Sources of Finance

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

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

3. Financial documents

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

- (a) reflect the financial situation of the Bidder
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements¹ for the _____ years required above; and complying with the requirements

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN - 3.2: Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

RFB No. and title: Page ____ of _____ pages

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

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

Form FIN - 3.3: Financial Resources

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

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

Form EXP - 4.1: General Construction Experience

Bidder's Name: _____

Date: _____

RFB No. and title: _____ Page _____ of _____
 _____ pages

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

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

Bidder's Name: _____

Date: _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

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

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

Bidder's Name: _____

Date: _____

Subcontractor's Name² (as per ITB 34.2 and 34.3): _____

RFB _____ No. _____ and title: _____
 Page _____ of _____ pages

Subcontractor's Name (as per ITB 34.2 and 34.3): _____

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

1. Key Activity No One: _____

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

² If applicable.

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

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

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

2. Activity No. Two

3.

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

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

Bidder's Name: _____

Date: _____

RFB No. and title: _____

Page ____ of ____ pages

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

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			US\$	
Details of relevant experience				

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

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

Section V - Eligible Countries

Section V - Eligible Countries

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

In reference to ITB 4.8, and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a) and 5.1 NONE Under ITB 4.8 (b) and 5.1 NONE

Section VI - Fraud and Corruption

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub- contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank- financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub- consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub- contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

PART 2 – Works' Requirements

Section VII - Works' Requirements

Section VII - Works’ Requirements

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Scope of Works

CONTRACT:

PROCUREMENT OF REFURBISHMENT WORKS FOR HUDUMA CENTRES IN BORDERLAND AREAS

**SITE 1 / LOT 1: AMAGORO, BUSIA COUNTY,
SITE 2 / LOT 2: HOLILI - TAVETA, TAITA TAVETA
COUNTY, SITE 3 / LOT 3: MOYALE, MARSABIT COUNTY.**

The Scope of Works include;

- Refurbishment existing structures to accommodate proposed Huduma Centres.
- Solar PV Works
- Mechanical Installation Works
- Electrical Installation Works
- Borehole Drilling, Equipping & associated Installation Works
- ICT Installations
- Furniture
- Branding
- Driveways and Parking

Facilities and provisions included;

- Biometric/ID Enrollment Station – Complete with glare-free diffused lighting, a neutral non-reflective backdrop, dedicated power and data points, and visual privacy screening.
- Private Interview Room – At least one enclosed room for handling complex or sensitive cases.
- Child-Friendly Waiting Areas – Incorporating a child-friendly corner and family-sized seating at designated counters.
- Assisted-Digital/Public Wi-Fi Areas – With adequate power outlets, data points, and structured cabling to support ICT services.
- Secure ICT Storage – Lockable storage facilities for ICT equipment and workstations.

-
- Universal Accessibility Provisions – Including step-free access, accessible service counters, and accessible sanitation facilities.
 - Sanitation and Nursing Facilities – Separate male and female sanitation facilities and a dedicated nursing room at each site.

Specification

A: Standard Specification

The Standard Specification referred to in this document is the *Standard Specifications for Building Works, 1976 Edition* published by the Ministry of Works and Physical Planning.

This document shall form part of the Contract. Work shall be carried out in accordance with the Standard Specification except as supplemented or revised in the Special Specification.

B: Special Specifications

SPECIAL SPECIFICATION FOR ALL WORKS

SECTION 1 – GENERAL

131 HUDUMA FACILITY SUPPORT AND OPERATIONAL INFRASTRUCTURE

The Contractor shall ensure that the following provisions as shown in the drawings and/or described in the Bills of Quantities or specifications are achieved with the highest level in terms of quality of material and performance.

- **Biometric Room.** Provision of a biometric/ID enrollment station comprising a matte, non-reflective neutral backdrop at the capture point, controlled diffused lighting achieving adequate illumination levels, blackout blinds or other daylight control measures where necessary, dedicated 13A power outlets, data points, visual privacy screening, and lockable provisions, all in accordance with the final design.
- **Secure ICT Storage.** Provision of secure lockable cabinetry and/or dedicated rooms for storage of ICT equipment, workstations, and associated hardware.
- **Child-Friendly Waiting Area** Provision of a child-friendly corner within the waiting area, incorporating safe rounded-edge furniture, non-hazardous finishes, and family-sized seating at designated counters.
- **Assisted-Digital/Public Wi-Fi Area.** Provision of an assisted-digital and public Wi-Fi area, including adequate power outlets, data points, and structured cabling and integration within the overall ICT system.
- **ICT and Electrical Infrastructure.** Provision of adequate electrical outlets, data points, and structured cabling throughout the facility.
- **Universal Accessibility Features.** Provision of universal accessibility features including step-free access routes, accessible service counters, and accessible sanitation facilities in compliance with applicable standards and regulations.

132 ENGINEER'S SITE OFFICE AND FURNITURE ON EACH LOT

General

The Contractor shall meet all the requirements for the Engineer and his staff as specified in this Section.

The Contractor shall provide, furnish and maintain the Engineer's site office within 4 weeks of commencement of work on Site, and until Completion of the Works. The location of the office shall be subject to the approval of the Engineer.

132.1 Resident Engineer's Office

The Contractor shall submit to the Engineer for approval details of his proposals regarding the office furniture etc. Such approval request shall be provided before purchase.

The Contractor shall provide or rent and maintain, at each of the three sites, a furnished and equipped modular or portable office building of plan area approximately 30 m². The building shall be of weatherproof construction, with insulated walls, roof and floor, mosquito-proof and burglar-proof windows, lockable doors, and a meeting area seating at least 8 persons, all to the satisfaction of the Engineer.

The office shall be separate from the Contractor's own office. It shall be provided with a telephone and internet connection for the Engineer's exclusive use, drinking water, electricity, security lighting, and sanitary facilities (toilet and handwashing). Security shall be provided through the Contractor's site security arrangements. The Contractor shall pay all charges for the telephone, internet, water and electricity, and the cost of these services shall be deemed included in the rates for the office.

List of Furniture and Equipment is as provided in Appendix to Bill No. 1 in the Bills of Quantities

133 BOREHOLE DRILLING, EQUIPPING AND ASSOCIATED INSTALLATION WORKS (LOT 3, MOYALE)

The works in this Section apply to Lot 3 (Moyale) only. No borehole drilling, equipping or associated installation works are included in Lots 1 and 2. The works comprise the hydrogeological survey and siting, obtaining relevant reports and permits/approvals, drilling, supply and installation of casing and screens, gravel packing and sealing, development test pumping, water quality testing and disinfection of the borehole, followed by its equipping (pump, rising main, power supply, storage and distribution pipework) and the associated installation works, together with any other related works the Engineer may instruct.

The works shall be carried out only on the written instruction of the Engineer. The Contractor shall not commence any part of the works, including drilling, without such instruction. The depth, yield and water quality of the borehole are not guaranteed, and the extent of the works shall be determined by the Engineer's instructions as the works progress.

The works shall be executed in accordance with the Engineer's detailed instructions and shall be completed as instructed and measured.

134 RESIDENT ENGINEER'S LABORATORY AND SURVEY EQUIPMENT

Not Applicable

138 VEHICLES AND DRIVERS FOR THE ENGINEER AND HIS STAFF AND METHOD OF PAYMENT

Not Applicable

139 MISCELLANEOUS ACCOUNTS

The Contractor maybe instructed by the Engineer to make payments of general miscellaneous

accounts for such items as stationary, stores and equipment and miscellaneous supervision personnel and claims or the Engineer may direct the Contractor to purchase or pay for the above. The Contractor will, on provision of receipts, be paid under Bill No. 1; Preliminaries and General. This bill item is a PC Sum.

140 PAYMENT OF OVERTIME FOR ENGINEER'S JUNIOR STAFF

Not Applicable

143 ENVIRONMENTAL PROTECTIONS

The Contractor shall ensure so far as is reasonably practicable and to the satisfaction of the Engineer; that the impact of the construction on the environment shall be kept to a minimum and that appropriate measures are taken to mitigate any adverse effects during the construction.

144. SKILLS TRANSFER (ON THE JOB TRAINING)

As part of the Capacity building efforts to transfer skills and knowledge in the construction of infrastructure services within Kenya; local expertise within the project area will be engaged in part of training during the construction period to enhance their hands-on experience in various components e.g., civil and structural works, service installations, finishes, quality control and supervision. This will add value to the project beyond its immediate results in the terms of knowledge transfer through learning by doing. The following will form part of the expertise to be engaged:

- (i) 2No. Interns
- (ii) 1No. Health and Safety Expert
- (iii) 1No. Environmentalist
- (iv) 1No. Community Liaison

The names and qualifications of the personnel shall be submitted to the Engineer for approval before deployment. The cost of engaging and deploying the personnel shall be deemed included in the Contractor's rates and prices in the Bills of Quantities, and no separate payment shall be made. Failure to engage or maintain the personnel shall entitle the Employer to deductions provided in the Particular Conditions from payments due to the Contractor.

145. TRAINING OF CLIENT'S PERSONNEL (HANDOVER)

The Contractor shall provide training to the Employer's/Client's designated personnel on the operation of installed systems and equipment, including but not limited to electrical, mechanical, plumbing, and any specialized building systems installed as part of the works. This training shall be conducted during the commissioning phase, prior to handover, and shall be structured to familiarize the Client's personnel with the correct operation of the facility upon project completion. The Contractor shall submit a training plan for the Project Manager's and Employer's review and approval prior to commencement of training.

SECTION 2 – MATERIALS AND TESTING OF MATERIALS

All materials testing shall be in accordance with Section 2 of the Standard Specifications

202 TESTING BY THE CONTRACTOR

The Contractor shall together with his Programme for Execution of Works submitted within 28 days after the order to commence works, a Quality Management System conforming to international standards, including the Work Method Statement and Quality Audit for major items of work.

The provision of the Engineer's laboratory and testing equipment or provided alternatives, as outlined in section 1 of this Special Specification, does not relieve the Contractor of his obligation to provide laboratory and testing equipment and execute his own testing, in conformity with the specified requirements in the Standard Specification and Special Specifications.

The onus rests with the Contractor to produce work which confirms in quality and accuracy of detail to the requirements of the Specifications and drawings, and the Contractor must, at his own expense institute a quality control system to always ensure adequate supervision and positive control of the Works, and the Contractor must provide chainmen and labourers for the Engineer to carry out checks on the Works.

The Contractor shall make his laboratory, or approve alternate thereof, accessible to the Engineer's Representative for cross checking the test results and inspection during material testing in the laboratory.

SECTION 28: ENVIRONMENTAL AND SOCIAL MANAGEMENT AND MONITORING PLAN (ESMMP)

28.01 MANAGEMENT PLAN PRINCIPLES

This project is geared towards enhancing social and economic benefits to the people living in the project area however; the project should also observe environmental protection requirements in accordance to the established laws and regulations to ensure sustainability. To realize this goal, acceptability by a majority of the beneficiaries and minimal effects to the physical environment will require to be integrated in the project through constant consultations, evaluations and review of the design aspects throughout the project coverage. Among the factors that need to be considered in this particular project implementation will include:

- The Contractor shall hire qualified Community Liaison Officers who will be act as an inter-phase between the contractor and community. The Community Liaison Officers will be responsible for continuous engagement of the community.
- Ensure prevention of pollutants discharge into the drainage systems and pollution of public water bodies,
- Enhance integration of environmental, social and economic functions in the project implementation.
- Consider preventive measures towards possible social and economic disruptions that may arise from the project implementation in accordance with the laid down guidelines.
- The contractors and other players in the project activities be prevailed upon to implement the EMP through a sustained supervision and continuous consultations.

28.02 SPECIFIC MANAGEMENT ISSUES

Management Responsibilities

In order to implement the management plan, it is recommended that a supervisor is identified to oversee environment and management aspects during construction of the project. The supervisor would also be expected to co-ordinate and monitor environmental management during construction and provide monitoring schedules during operations.

The contractor shall be required to submit, under due consideration of the ESMMP as part of the ESIA the below listed management plans.

- Occupational health and safety plan
- Traffic management plan
- Public health and safety management plan
- The provisions for the workers grievance mechanism
- Environmental and social monitoring plan (with further detail to the outline of monitoring indicators as presented in the ESMMP) below.

Environmental Management Guidelines

Upon completion and commissioning the priority projects, it will be necessary to establish appropriate operational guidelines on environmental conservation and social linkages to enable the operations' management identify critical environmental and social issues and institute appropriate actions towards minimizing associated conflicts.

Basically, the guidelines should cover among other areas environmental management programmes, standard operation procedures, compliance monitoring schedule and environmental audit schedules as required by law. Social harmony of the facilities and associated component will be achieved through collaborations with the stakeholders and settlement executive committees at the project level.

Environmental Education and Awareness Rising

The county government field staff and the other beneficiaries will need to understand the basic environmental principles associated with the projects. In this regard, therefore, the following steps will need to be considered:

- Creation of liaisons on all matters related to environment management of the facilities once commissioned
- Encourage contribution of improvement ideas from the beneficiaries on specific issues related to the management of the facilities
- Establish initiatives that would instill a sense of ownership of the facilities and related components to all beneficiaries,

Decommissioning Process

Due to the long-term life of the intervention facilities and related components, a decommissioning audit will be undertaken at least 1 year before the process for any of the components commences, following a notice to decommission. The decommissioning process will be guided by a comprehensive decommissioning plan developed through the decommissioning audit process. However, the following features will need to be decommissioned upon completion of the works:

- Contractor's camp and installations that will need to be removed without compromising on the safety and general welfare of the immediate residents. Special care to be given to associated wastes and dust emitted in the process,
- Materials stores that will comprise fresh materials and used items. Each category will be moved safely out of site ensuring minimal or no impacts to the related environment and social setting,
- Wastes and debris holding sites will be cleared with maximum re-use of the debris either on surfacing the passageways or other grounds such as schools and church compounds.

28.03 MEASUREMENTS AND PAYMENTS

The Bill of Quantities contains Itemized bills for the provision and Implementation of the Environmental and Social Management and Monitoring Plans Implementation.

Environmental and Social (ES) requirements

This Section sets out the Environmental and Social (ES) requirements that the Contractor shall meet in the execution of the Works. It follows the structure of the Standard Bidding Document guidance and translates each item into project-specific requirements for the three LOTs, drawing on the preliminary Environmental and Social Impact Assessment (ESIA) / Field Assessment findings for the sites.

The Contractor shall comply with all ES requirements set out in the Contract, including the approved ESIA and ESMP, the Environmental and Social Commitment Plan (ESCP), the Labour Management Procedures (LMP) and Stakeholder Engagement Plan (SEP), applicable Kenyan law (notably EMCA, the Occupational Safety and Health Act, 2007, and the Persons with Disabilities Act, 2003), and the World Bank Environmental and Social Standards (ESS1–ESS10). All requirements below shall be elaborated and operationalized in the Contractor's Management Strategies and Implementation Plans (MSIP) / Contractor's Environmental and Social Management Plan (C-ESMP), which shall be submitted within 28 days of the Commencement Date; no Works shall commence until the C-ESMP is approved.

Sub-Clause / Clause No.	Sub-Clause / Clause	Environmental & Social (ES) Requirement
4.1	Contractor's General Obligations	Where the Contract requires the Contractor to design any part of the Permanent Works, the design shall comply with the Kenya Building Code, the Persons with Disabilities Act (2003) and applicable national accessibility standards, and shall demonstrably address: • Climate change considerations - heat-resilient, water-efficient and flood-resilient design as set out in the site-specific Climate Resilience Targets in this Section and in the approved ESIA/ESMP; • Universal access - barrier-free circulation, ramps at a maximum gradient of 1:12, doorways of not less than 900 mm clear width, accessible sanitation, tactile/multilingual signage and adjustable/inclusive service counters certified to meet universal-design requirements before occupation; • Risks of the public's potential exposure to operational accidents or natural hazards, including extreme heat, flash flooding and prolonged drought, together with all applicable certification and approval requirements. <i>[Refer to ESS4 on design requirements. All design outputs shall be reflected in the Contractor's MSIP/C-ESMP.]</i>
4.6	Co-operation	The Contractor shall co-operate with, and provide reasonable access to, the Employer's ES specialists, the Huduma Kenya Secretariat, NEMA, DOSHS, the National Construction Authority (NCA) and relevant County Governments (Busia, Taita Taveta and Marsabit) for the conduct of environmental and social assessment, audits, inspections and monitoring.

		Given the borderland setting, the Contractor shall co-operate with immigration authorities, border police units and national security agencies to align works with prevailing security protocols and lawful site access.
4.8	Health and Safety Obligations	• The Contractor shall provide, or make arrangements for, access to a health service provider and first-aid facilities for Contractor's Personnel throughout the Works; • The Contractor shall ensure that welfare, sanitation and rest facilities accommodate the physical, social and cultural needs of Contractor's Personnel, including separate, lockable and well-lit sanitation for women; • The Health and Safety Manual shall additionally cover extreme-heat working precautions, dust exposure controls, HIV/AIDS awareness, and SEA/SH prevention, and shall establish incident reporting and emergency-response procedures.
4.18	Protection of the Environment	The Contractor's activities shall not exceed the following indicative limit values (to be confirmed against NEMA license conditions in the C-ESMP): • Noise: ≤ 55 dB(A) at the site boundary during permitted working hours; construction noise controlled to NEMA (Noise and Excessive Vibration Pollution Control) Regulations; • Dust / air quality: no visible dust emissions beyond the site boundary; ambient particulates monitored and kept within EMCA (Air Quality) Regulations limits; • Surface discharges / effluent: no untreated effluent, wastewater, cement washings, fuels or oils to be discharged to drains, soil or water bodies; discharges to comply with EMCA (Water Quality) Regulations. <i>The Contractor's MSIP/C-ESMP shall set out the measures to ensure compliance with these limit values and the associated monitoring.</i>
4.21	Security of the Site	Security arrangements shall observe the principles of proportionality, Good International Industry Practice (GIIP) and applicable Laws (ESS4). Security personnel shall be screened, trained and shall act in accordance with human-rights standards, with no use of force except for preventive and defensive purposes. Owing to the sites' proximity to the Kenya–Uganda (Malaba/Amagoro), Kenya–Tanzania (Taveta) and Kenya–Ethiopia (Moyale) borders, site security shall be coordinated with the relevant border-management and security agencies and with any requirements set out in the ESCP.
4.23 (c)	Archaeological and Geological Findings (Cultural Heritage)	A Chance Finds Procedure (ESS8) shall be included in the C-ESMP: on encountering any archaeological, historical, paleontological or other cultural remains, works in the vicinity shall stop immediately, the find secured, and the Engineer and the National Museums of Kenya notified before resumption.

		Site-specific - Moyale: the Contractor shall observe a protective buffer around the adjacent WWII commemoration monument (cultural heritage). No ground disturbance or structural change shall occur within the defined buffer without prior written approval and monitoring, in accordance with ESS8.
6.2	Rate of Wages and Conditions of Labour	Wages and conditions of labour shall comply with Kenyan labour law, ESS2 and the project Labour Management Procedures (LMP). Child labour and forced labour are strictly prohibited; there shall be no discrimination in recruitment or employment; and local, women and youth labour shall be engaged wherever feasible. Written contracts shall be issued to all workers.
6.5	Working Hours	Working hours shall comply with the LMP and applicable law. Noise-generating and dust-generating works shall be restricted to 08:00–17:00 hours; night or extended works require the Engineer's prior approval and additional mitigation. Rest days and overtime shall follow statutory requirements.
6.28	Training of Contractor's Personnel	As set out in the ESCP, the Contractor shall induct and train all personnel on ES matters before deployment and at regular intervals thereafter, including: • OHS, extreme-heat and dust precautions, emergency response and incident reporting (all personnel; induction plus toolbox talks); • Code of Conduct and GBV/SEA/SH prevention and the worker/community grievance mechanism (all personnel; before mobilization and quarterly); • Waste management, spill response and Chance Finds Procedure (relevant personnel); • Community and cross-cultural awareness for the multi-ethnic, cross-border context (supervisors and Community Liaison Officers). <i>Training records (who, what, when, where, duration) shall be maintained and reported.</i>

2 Additional ES Specifications

In addition to the provisions in the table above, the following requirements apply.

2.1 Management and Safety of Hazardous Materials

- Fuels, oils, paints, solvents, adhesives and similar materials shall be stored in labelled, banded and secured areas on impermeable hard standing, away from drains and water sources, with Material Safety Data Sheets held on site (ESS4 paras 17–18).
- Spill-prevention and spill-response kits shall be provided at all storage and refueling points, and personnel trained in their use.
- Transport, handling and disposal of hazardous materials and hazardous wastes (e.g., used paint containers, oils) shall be through NEMA-licensed handlers only, with records retained.

2.2 Resource Efficiency and Pollution Prevention and Management

2.2.1 Resource efficiency

- **Energy:** Install solar PV with battery storage (minimum 5 kW / 10 kWh) to maintain core ICT and service-desk operations for at least 8 hours during grid outages; use energy-efficient LED lighting and ICT equipment, passive cooling (natural ventilation, reflective roofing, shading) and smart metering to reduce operational energy demand by approximately 30%.
- **Water:** These are arid/semi-arid and water-stressed catchments. Install rainwater harvesting with at least 10,000 L on-site storage and low-flow fixtures (taps ≤ 6 L/min) to achieve 100% water autonomy for 30 consecutive days during drought; incorporate greywater recycling for landscaping where feasible. During construction, minimize and audit water use (target ≤ 500 L/day at Moyale) and abstract only from licensed sources; construction water use shall not cause significant adverse impact on communities or the environment.
- **Raw materials:** Prioritize durable, locally available, low-embodied-energy materials; reuse suitable demolition materials on site (target reuse of about 50% where feasible); source timber and natural materials only from legal, verified suppliers.

2.2.2 Pollution prevention and management

- **Air pollution / dust:** Apply water/dust suppression on exposed surfaces (at least twice daily during dry, windy conditions), enclose material-handling and stockpile areas, cover haulage loads, and stabilize/pave access paths; provide dust PPE and monitor air quality. See also Sub-Clause 4.18.
- **Hazardous and non-hazardous wastes:** Segregate wastes at source, store temporarily in designated covered skips, and dispose only through licensed, county-approved facilities; maintain waste logs and aim for zero landfill of recyclables. See also Sub-Clauses 4.8 and 4.18.
- **Chemicals and hazardous materials:** Minimize and control the production, transport, handling, storage and release of hazardous materials used in the Works, consistent with Section 2.1 above and Sub-Clauses 4.8 and 4.18.

2.3 Biodiversity Conservation and Sustainable Management of Living Natural Resources

Works are within existing built-up government compounds and no sensitive or critical habitats, protected areas or surface water bodies occur in the immediate vicinity of the sites; biodiversity risk is therefore low. The Contractor shall nonetheless (ESS6):

- Prevent the introduction and spread of invasive alien species, including through imported soil, fill and landscaping stock;

- Use drought-tolerant, preferably native, species for landscaping and erosion/dust control, and manage living natural resources sustainably;
- Source any natural-resource materials (e.g., sand, aggregate, timber) only from legal, verified suppliers, avoiding areas at risk of significant conversion or degradation. See also Sub-Clause 4.18.

2.4. Road Safety

The C-ESMP shall include a Traffic Management Plan covering haulage routing, signage, speed control and safe pedestrian access, recognizing that all three sites are adjacent to busy border/highway corridors (e.g., the A2 highway at Moyale) with high pedestrian and cross-border traffic. See also Sub-Clause 4.15.

Drivers shall be inducted on road-safety rules and community-safety obligations; deliveries shall be scheduled to avoid peak public-service hours at the operating Huduma facilities.

2.5. Community Health, Safety, Security and GBV/SEA/SH

The sites operate in high-traffic, cross-border, multi-ethnic settings with a moderate GBV/SEA/SH risk profile. Consistent with ESS4 and KDEAP Particular Conditions (Sub-Clauses 4.24–4.26), the Contractor shall:

- Prepare and enforce a GBV/SEA/SH Action Plan and a signed Code of Conduct for all personnel, with mandatory induction and refresher training and clear sanctions;
- Protect the public during works through hoarding, signage, controlled access and maintenance of safe circulation for service users at the operating facility;
- Provide adequate lighting, clear sightlines and, where feasible, CCTV in waiting and access areas; provide separate, lockable, well-lit sanitation; and design gender-sensitive, dignified waiting environments.

2.6. Accessibility and Universal Design

To prevent exclusion of Persons with Disabilities (PWDs), elderly persons, women, non-literate users, refugees and IDPs, the Works shall deliver (Kenya Building Code Part M; Persons with Disabilities Act):

- Ramps ($\leq 1:12$ gradient), doorways ≥ 900 mm clear, accessible/adjustable service counters, accessible sanitation, priority queuing and tactile/multilingual signage, certified compliant before occupation;
- An Accessibility Pod / assisted-digital help desk equipped as specified in the design - including JAWS screen-reader kiosks, a Ruby HD magnifier, and multilingual Text-to-Speech interfaces (Iteso/Kiswahili/English at Amagoro; multi-ethnic languages/Kiswahili at Taveta; Borana/Somali/Kiswahili at Moyale), with Braille (Duxbury) support in the Moyale back-office;
- Acoustic privacy for assisted-service points (e.g., partitions ≥ 1.8 m, sound-absorbing finishes). All ICT accessibility hardware shall be line-itemed in the Bill of Quantities under "ICT Accessibility Hardware."

2.7. Stakeholder Engagement and Grievance Mechanisms

- The Contractor shall support implementation of the Stakeholder Engagement Plan (SEP) (ESS10), giving advance notice to the community of works, timelines, service disruptions and alternative arrangements, and engaging local leadership and Community Liaison Officers;
- The Contractor shall operate a confidential, accessible Worker Grievance Mechanism and support the project/community Grievance Redress Mechanism (GRM), including anonymous and female-accessible reporting channels, with a separate, survivor-centered

channel for GBV/SEA/SH complaints.

2.8. Statutory Permits, Approvals and Site-Specific Coordination

The following approvals shall be in place before commencement, and evidence provided to the Engineer:

- NEMA - ESIA Project Report / EPR and issuance of the ESIA license under EMCA;
- County Governments (Busia, Taita Taveta, Marsabit) - refurbishment/development approvals and occupation certification;
- NCA -mandatory project registration (OPRS platform) and use of a registered contractor;
- DOSHS - workplace registration and OSH compliance;
- Land tenure verification (coordinated by the Huduma Kenya Secretariat) and utility wayleaves/service connections (electricity, water, ICT, solar PV);
- Site-specific: structured coordination with immigration, border-police and security agencies at all three border locations; and, at Moyale, adherence to the ESS8 protective buffer around the WWII commemoration monument.

3 Payment for ES Requirements

The delivery of the ES requirements shall, in the majority of cases, be a subsidiary obligation of the Contractor covered under the rates and prices quoted for the relevant Bill of Quantity items (for example, safe systems of work, dust and noise control, waste management, and traffic and road-safety measures).

Where discrete ES items warrant separate pricing for example ICT accessibility hardware, solar PV and battery systems, rainwater-harvesting installations, GBV/SEA/SH awareness and sensitization, or HIV counselling services - these shall be provided for as specific BoQ items or provisional sums so as to secure delivery of the required ES outcomes.

KENYA DIGITAL ECONOMY ACCELERATION PROJECT (KDEAP)

PARTICULAR CONDITIONS OF CONTRACT ENVIRONMENTAL AND SOCIAL (E&S) REQUIREMENTS

Sub-Clause 4.18: Protection of the Environment and Social Management (Amended)

The Contractor shall comply with all Environmental and Social (E&S) requirements as set out in the Contract, including the approved ESIA, ESMP, and World Bank Environmental and Social Standards (ESS1–ESS10).

The Contractor shall implement all mitigation and monitoring measures and allocate sufficient resources for ESHS compliance.

The Contractor shall be responsible for ensuring all subcontractors comply with these requirements.

Sub-Clause 4.8: Safety Procedures (Expanded to Include OHS)

The Contractor shall establish and maintain a comprehensive Occupational Health and Safety (OHS) system.

This shall include provision of PPE, training, emergency preparedness, and incident reporting mechanisms.

Sub-Clause 6.7: Health and Safety

The Contractor shall ensure safe working conditions and comply with applicable labor laws and ESS2.

Child labor, forced labor, and discrimination are strictly prohibited.

A Worker Grievance Mechanism shall be established.

Sub-Clause 4.24: Contractor's Environmental and Social Management Plan (C-ESMP)

The Contractor shall prepare and submit a C-ESMP within 28 days of contract award.

The C-ESMP shall include method statements, risk assessments, OHS plans, waste management plans, GBV/SEA/SH action plans, and emergency response procedures.

No works shall commence until approval of the C-ESMP.

Sub-Clause 4.25: Community Health, Safety and Security

The Contractor shall implement measures to protect communities including traffic management, site security, and public safety measures.

Security personnel shall be trained and act in accordance with human rights standards.

Sub-Clause 4.26: Stakeholder Engagement and Grievance Mechanism

The Contractor shall support implementation of the Stakeholder Engagement Plan (SEP).

A Grievance Redress Mechanism (GRM) shall be maintained and records kept.

Sub-Clause 4.27: GBV/SEA/SH Prevention

The Contractor shall enforce a Code of Conduct addressing GBV/SEA/SH.

Mandatory training and confidential reporting mechanisms shall be established.

Sub-Clause 4.28: Cultural Heritage (Chance Finds)

The Contractor shall implement a Chance Finds Procedure.

Works shall stop immediately upon discovery of cultural artifacts and authorities notified.

Sub-Clause 4.21: Progress Reports (Amended to Include ESHS Reporting)

The Contractor shall submit monthly ESHS reports detailing incidents, mitigation measures, monitoring results, and grievances.

Serious incidents shall be reported within 24 hours.

Sub-Clause 4.20: ESHS Performance Security and Penalties

A portion of the Performance Security shall be linked to ESHS compliance.

Non-compliance may result in suspension, withholding of payments, or termination.

Key Personnel per LOT

Item No.	Position/ Specialization	Minimum Relevant academic qualifications	Minimum years of relevant work experience
1	Contractor's Representative/ Site Agent - (1No.)	- BSc. /BEng. /BTech. or Equivalent Degree in Civil Engineering, Construction Management, Building Technology or equivalent - Registered Professional Engineer with EBK or Equivalent Body - Valid Practicing License	i. 15 years' general experience ii. 10 years' specific experience in construction of building works iii. At least 5 years as a Site Agent in a project of minimum value KES 100 Million.
2	Assistant Site Agent/Site Engineer (1No.)	- HND Civil or Equivalent - Registered Technician Engineer with EBK or equivalent	i. 10 years' general experience ii. 8 years' specific experience in construction of building works iii. At least 5 years as a Site Engineer or Assistant Site Agent in a project as in iii above.

3	Surveyors – (1 No.)	- BSc.(Survey/ Geomatics/ Geospatial Engineering) or equivalent. - Registered with ISK or any other equivalent body - Conversant in AUTOCAD/CIVIL 3D	i. 8 years' general experience ii. 5 years' specific experience in construction projects iii. At least 3 years as a surveyor in a project as in ii above.
4	Environmentalist – (1No.)	- BSc. In Environmental science/Natural science or its equivalent - Registered by NEMA as a Lead expert - Valid NEMA License	i. 8 years' general experience ii. 5 years' specific experience in construction projects iii. At least 3 years as an Environmentalist in a project as in iii above.
5	Sociologist – (1No.)	- B.A(Sociology/ Community Development/ Social Work/ Political Science) or its equivalent	i. 8 years' general experience ii. 5 years' specific experience in construction projects iii. At least 3 years as a Sociologist in a project as in iii above
6	Health & Safety Officer – (1No.)	- Dip. (Occupational Health and Safety) or its equivalent - Be a Certified Health and Safety Officer by relevant body	i. 8 years' general experience ii. 5 years' specific experience in construction projects iii. At least 3 years as an HSO in a project as in iii above but within the regions.
7	Electrical Engineer – (1 No.)	- Degree (Electrical Engineering) - Registration with EBK - Valid EPRA License	i. 8 years' general experience ii. 5 years' specific experience in Solar Installation Works

8	Mechanical Engineer – (1No.)	- Degree (Electrical Engineering) - Registration with EBK	i. 8 years' general experience ii. 5 years' specific experience in HVAC Installation Works.
9	Electrician (2No.)	- Diploma (Electrical Engineering) - Valid EPRA License	i. 8 years' general experience ii. 5 years' specific experience in Solar PV Works.
10	Plumbers – (2No.)	- Diploma (Mechanical Engineering)	i. 8 years' general experience ii. 5 years' specific experience in HVAC Installation Works

Drawings

The Drawings are provided separately as Volume 2 of 3.

Check below link for the Drawings and Bill of Quantities

https://1drv.ms/f/c/18cdae6c5fa47b41/IgAXax4WpUYUQaZwkWEyMF85AR6Op5_Dqu659_3t5bNa0t8?e=flrgqe

Supplementary Information

PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

Section VIII - General Conditions of Contract

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

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

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

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General Conditions of Contract

A. General

1. Definitions

Boldface type is used to identify defined terms.

- (a) The “**Accepted Contract Amount**” means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The “**Activity Schedule**” is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The “**Adjudicator**” is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC Clause 23.
- (d) “**Bank**” means the financing institution **named in the PCC**.
- (e) “**Bill of Quantities**” means the priced and completed Bill of Quantities forming part of the Bid.
- (f) “**Compensation Events**” are those defined in GCC Clause 42 hereunder.
- (g) The “**Completion Date**” is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 55.1.
- (h) The “**Contract**” is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The “**Contractor**” is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The “**Contractor’s Bid**” is the completed bidding document submitted by the Contractor to the Employer.
- (k) The “**Contract Price**” is the Accepted Contract Amount stated in the Letter of Acceptance and

thereafter as adjusted in accordance with the Contract.

- (l) **“Days”** are calendar days; months are calendar months.
- (m) **“Dayworks”** are varied work inputs subject to payment on a time basis for the Contractor’s employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A **“Defect”** is any part of the Works not completed in accordance with the Contract.
- (o) The **“Defects Liability Certificate”** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (p) The **“Defects Liability Period”** is the period **named in the PCC** pursuant to GCC Sub-Clause 36.1 and calculated from the Completion Date.
- (q) **“Drawings”** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The **“Employer”** is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (s) **“Equipment”** is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) **“In writing”** or **“written”** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The **“Initial Contract Price”** is the Contract Price listed in the Employer’s Letter of Acceptance.
- (v) The **“Intended Completion Date”** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

- (w) **“Materials”** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) **“Plant”** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The **“Project Manager”** is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) **“PCC”** means Particular Conditions of Contract. (aa)
The **“Site”** is the area **defined as such in the PCC**. (bb)
“Site Investigation Reports” are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) **“Specification”** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The **“Start Date”** is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A **“Subcontractor”** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) **“Temporary Works”** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A **“Variation”** is an instruction given by the Project Manager which varies the Works.
- (hh) The **“Works”** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.
- (ii) **“Contractor’s Personnel”** refers to all personnel whom the Contractor utilizes on the Site or other

places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.

- (jj) **“Key Personnel”** means the positions (if any) of the Contractor’s personnel that are stated in the Specification.
- (kk) **“ES”** means Environmental and Social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH);
- (ll) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

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

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

2. Interpretation

2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.

- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid,
 - (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract, including Appendices,
 - (f) Specification,
 - (g) Drawings,
 - (h) Bill of Quantities,¹ and
 - (i) any other document **listed in the PCC** as forming part of the Contract.
- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 4. Project Manager's Decisions**
- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

¹ In lump-sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

- 5. Delegation** 5.1 Otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communications** 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting** 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 26.1 of the General Conditions of Contract.
- 7.2 Submission by the Contractor for approval of the Project Manager, addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix C- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration
- 8. Other Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

9.1 The Contractor shall employ the Key Personnel and use the Equipment identified in its Bid, to carry out the Works or other personnel and Equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and Equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Key Personnel (if any), who:

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
- (f) has been recruited from the Employer's Personnel;
- (g) undertakes behavior which breaches the Code of Conduct for Contractor's Personnel (ES).

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

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

9.3 Labor

9.3.1 *Engagement of Staff and Labor.* The Contractor shall provide and employ on the Site for the execution of the Works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with

appropriate qualifications and experience from sources within the Country.

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

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

facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.

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

Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

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

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

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

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

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

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or

- (d) transport of heavy loads;
- (e) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (f) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

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

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

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

conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

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

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

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

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

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

- 9.3.20 *Training of Contractor's Personnel.* The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including

appropriate sensitization on prohibition of SEA and SH, and health and safety training.

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

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

**10. Employer's
and
Contractor's
Risks**

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

**11. Employer's
Risks**

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

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

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

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

- 12. Contractor's Risks**
- 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
- 13. Insurance**
- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Plant, and Materials;
 - (b) loss of or damage to Equipment;
 - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - (d) personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 14. Site Data**
- 14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.
- 15. Contractor to Construct the Works**
- 15.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

- 16. The Works to Be Completed by the Intended Completion Date**
- 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 16.2 The Contractor shall not carry out mobilization to the Site unless the Project Manager gives approval, an approval that shall not be unreasonably delayed, to the measures the Contractor proposes to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract.
- The Contractor shall submit, to the Project Manager for its approval any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works. These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project Manager for its approval.
- 17. Approval by the Project Manager**
- 17.1 The Contractor shall submit Specification and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Health, Safety and Protection of**
- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 18.2 The Contractor shall:

**the
Environment**

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

18.3 Protection of the environment

The Contractor shall take all necessary measures to:

- (a) protect the environment (both on and off the Site); and
- (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

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

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

- 19. Archaeologic al and Geological Findings**
- 19.1 All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:
- (a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;
 - (b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and
 - (c) implement any other action consistent with the requirements of the Specification and relevant laws.
- The Contractor shall, as soon as practicable after discovery of any such finding, notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them..
- 20. Possession of the Site**
- 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 21. Access to the Site**
- 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 22. Instructions, Inspections and Audits**
- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 22.3 Inspections & Audit by the Bank
- Pursuant to paragraph 2.2 e. of Appendix A to the GCC- Fraud and Corruption, the Contractor shall permit and shall

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

**23. Appointment
of the
Adjudicator**

- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

**24. Procedure for
Disputes**

- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the

Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

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

25. Fraud and Corruption

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

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

26. Code of Conduct

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

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

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

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

The Contractor's Management Strategy and Implementation Plans shall include appropriate processes

for the Contractor to verify compliance with these obligations.

27. Security of the Site **of 27.1** The Contractor shall be responsible for the security of the Site, and:

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

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

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

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

B. Time Control

28. Program **28.1** Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump-sum contract, the activities in the Program shall be consistent with those in the Activity Schedule. The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

28.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

28.3 The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities, at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of lump-sum Contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

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

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

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

Contractor shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Project Manager.

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

29. Extension of the Intended Completion Date

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

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

30. Acceleration

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

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

31. Delays Ordered by the Project Manager

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

32. Management Meetings

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

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

**33. Early
Warning**

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

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

C. Quality Control

**34. Identifying
Defects**

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

35. Tests

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

**36. Correction of
Defects**

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

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

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

D. Cost Control

- 38. Contract Price²** 38.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

- 39. Changes in the Contract Price³** 39.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

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

- 40. Variations** 40.1 All Variations shall be included in updated Programs⁴ produced by the Contractor.
- 40.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Contractor shall also provide information of any ES risks and impacts of the Variation. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or

² In lump-sum contracts, replace GCC Sub-Clauses 38.1 as follows:

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

³ In lump-sum contracts, replace entire GCC Clause 39 with new GCC Sub-Clause 39.1, as follows:

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

⁴ In lump-sum contracts, add “and Activity Schedules” after “Programs.”

within any longer period stated by the Project Manager and before the Variation is ordered.

- 40.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 40.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 40.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 40.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.⁵
- 40.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle cost) the Employer may incur in implementing the value engineering proposal;
 - (c) a description of any effect(s) of the change on performance/functionality; and
 - (d) a description of the proposed work to be performed, a program for its execution and sufficient ES

⁵ In lump-sum contracts, delete this paragraph.

information to enable an evaluation of ES risks and impacts.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the contract completion period; or
- (b) reduces the Contract Price or the life cycle costs to the Employer; or
- (c) improves the quality, efficiency, safety or sustainability of the Facilities; or
- (d) yields any other benefits to the Employer, without compromising the functionality of the Works.

If the value engineering proposal is approved by the Employer and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the PCC** of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

41. Cash Flow Forecasts

41.1 When the Program,⁶ is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

42. Payment Certificates

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

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

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

⁶ In lump-sum contracts, add "or Activity Schedule" after "Program."

- 42.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.⁷
- 42.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 42.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 42.7 If the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:
- (a) failure to comply with any ES obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;
 - (b) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
 - (c) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;
 - (d) failing to have appropriate consents/permits prior to undertaking Works or related activities;
 - (e) failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner;

⁷ In lump-sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

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

43. Payments

- 43.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 43.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 43.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 43.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

44. Compensation Events

- 44.1 The following shall be Compensation Events:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
 - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specification, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

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

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

44.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected

by the Contractor's not having given early warning or not having cooperated with the Project Manager.

45. Tax

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

46. Currencies

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

47. Price Adjustment

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

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

where:

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

A_c and B_c are coefficients⁸ **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

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

⁸ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A_c , for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

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

48. Retention

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

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

49. Liquidated Damages

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

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

50. Bonus

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

51. Advance Payment

51.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank

acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

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

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

52. Securities

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

53. Dayworks

53.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

53.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

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

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

E. Finishing the Contract

- 55. Completion** 55.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
- 56. Taking Over** 56.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 57. Final Account** 57.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 58. Operating and Maintenance Manuals** 58.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.
- 58.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 60.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.
- 59. Termination** 59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required;
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or
- (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

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

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

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

60. Payment upon Termination

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

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

61. Property

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

62. Release from Performance

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

- 63. Suspension of Bank Loan or Credit**
- 63.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:
- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
 - (b) If the Contractor has not received sums due to it within the 28 days for payment provided for in GCC Sub-Clause 43.1, the Contractor may immediately issue a 14-day termination notice.

APPENDIX A TO GENERAL CONDITIONS

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub- contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank- financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from

disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant;

documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

APPENDIX B

Environmental and Social (ES) Metrics for Progress Reports

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

Metrics for regular reporting:

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

- for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).
- e. *health and safety supervision:*
- i. safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
 - ii. number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);
- f. *worker accommodations:*
- i. number of expats housed in accommodations, number of locals;
 - ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
 - iii. actions taken to recommend/require improved conditions, or to improve conditions.
- g. *Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
- h. *gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross- reference grievances or other sections as needed);*
- i. *training:*
- i. number of new workers, number receiving induction training, dates of induction training;
 - ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - iii. number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
 - iv. number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on

Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.

j. environmental and social supervision:

- i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
- ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
- iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.

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

- i. Worker grievances;
- ii. Community grievances

l. Traffic, road safety and vehicles/equipment:

- i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
- ii. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;

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

m. Environmental mitigations and issues (what has been done):

- i. dust: number of working bowzers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;
- ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
- iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
- iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
- v. spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
- vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
- vii. details of tree plantings and other mitigations required undertaken in the reporting period;
- viii. details of water and swamp protection mitigations required undertaken in the reporting period.

n. compliance:

- i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or

- listing of issues and actions taken (or to be taken) to reach compliance;
- ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iii. compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

APPENDIX C

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

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

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

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

Contract reference *[insert contract reference]*

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

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

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

Name of the Subcontractor _____

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

=

Signature of the person named above

=

Date signed _____ day of _____,

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed _____ day of _____,

Section IX - Particular Conditions

The following Particular Conditions shall supplement the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

Section IX - Particular Conditions of Contract

A. General														
GCC 1.1 (d)	The financing institution is: WORLD BANK/IDA.													
GCC 1.1 (r)	The Employer is: Chief Executive Officer, Information and Communication Technology Authority P. O Box 27150-00100, NAIROBI, KENYA													
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be <i>[450 Days after the Commencement Date of the Works, 270 Construction Days and 180 DLP Days]</i>													
GCC 1.1 (y)	The EMPLOYER is: Chief Executive Officer Information and Communications Technology Authority 12th Floor, Telposta Towers, Kenyatta Avenue P.O. Box 27150-00100, Nairobi, Kenya. The “ ENGINEER ” is: The Contractor shall be notified of the <i>AUTHORIZED ENGINEER.</i> The “ ENGINEER’S REPRESENTATIVE ” is: <i>“DAMA SERVICES. OF P. O. BOX 9656-00505, NAIROBI, KENYA”</i> who shall be referred to as “ <i>The CONSULTANT</i> ”. <i>Replace “Project Manager” with “Engineer” where it applies in this document.</i>													
GCC 1.1 (aa)	The Sites are located at: <table border="1" data-bbox="406 1659 1388 1816"> <thead> <tr> <th>Package</th><th>Site</th><th>County</th></tr> </thead> <tbody> <tr> <td>Lot 1</td><td>Amagoro</td><td>Busia</td></tr> <tr> <td>Lot 2</td><td>Holili</td><td>Taita Taveta</td></tr> <tr> <td>Lot 3</td><td>Moyale</td><td>Marsabit</td></tr> </tbody> </table> The sites are defined in the Book of Drawings Location Maps and Layouts Sections.		Package	Site	County	Lot 1	Amagoro	Busia	Lot 2	Holili	Taita Taveta	Lot 3	Moyale	Marsabit
Package	Site	County												
Lot 1	Amagoro	Busia												
Lot 2	Holili	Taita Taveta												
Lot 3	Moyale	Marsabit												

GCC 1.1 (dd)	The Start Date shall be: <i>[Within 14 days after the Order to Commence the works]</i>
GCC 1.1 (hh)	The Works consist of: Refurbishment of existing structures to house Huduma Centres in Borderland Areas. Detailed Description of the works has been provided in the Specifications.
GCC 2.2	Sectional Completions are: <i>[Not Applicable]</i>
GCC 2.3(i)	The following documents also form part of the Contract: • <i>The Contract Agreement (if completed)</i> • <i>The Letter of Acceptance;</i> • <i>The Bid and Appendices;</i> • <i>The General Conditions of Contract (GCC)</i> • <i>The Particular Conditions of Contract (PCC)</i> • <i>Standard Specifications for Building Works, 1976 Edition</i> • <i>The Drawings</i> • <i>The Priced Bills of Quantities</i> • <i>Environmental and Social Management Plans</i>
GCC 3.1	The language of the contract is: <i>[English]</i> . The law that applies to the Contract is the law of <i>[The Republic of Kenya]</i> .
GCC 5.1	The Project Manager <i>[may]</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: <i>[Not Applicable]</i>
GCC 9.1 & 9.3.1	In addition to the Key Personnel identified in its Bid, the Contractor shall engage and deploy the skills transfer personnel described in the Special Specifications (Section 144) for the duration stated therein. The names and qualifications of the personnel shall be submitted to the Project Manager for approval before deployment, and their deployment shall be included in the monthly employment records under GCC 9.3.16. The cost is deemed included in the Contractor's rates and prices. If the Contractor fails to engage or maintain the personnel, the Employer may deduct Kes 8,000.00 per person per month from payments due, without prejudice to its other rights and remedies.
GCC 13.1	The minimum insurance amounts and deductibles shall be: a) for loss or damage to the Works, Plant and Materials: - Minimum cover: 110% of contract Price - Maximum deductible: Kes. 100,000 b) For loss or damage to Equipment:

	- Minimum cover: Full replacement value - Maximum deductible: Kes. 50,000 c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract - Minimum cover: Kes. 2,000,000 per occurrence - Maximum deductible: Kes. 50,000 d) for personal injury or death: (i) of the Contractor's employees: As per the laws of Kenya (ii) of other people: As per the laws of Kenya
GCC 14.1	Site Data are: [Site Data in the Book of Drawings and any other data detailing site conditions.]
GCC 18.1	Add at the end of sub-clause the following: 'The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.'
GCC 20.1	The Site Possession Date(s) shall be: and date to be within 14 calendar days after commencement date]
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: [Chartered Institute of Arbitrators (Kenya Branch)]
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: [Maximum Hourly Rate of Kes 25,000.00 Including Reimbursable Expenses for Transportation and Office Expenses].
GCC 24.4	[For smaller contracts, the institution is usually from the Employer's Country. For larger contracts, and contracts that are likely to be

	<i>awarded to international contractors, it is recommended that the arbitration procedure of an international institution]</i> Institution whose arbitration procedures shall be used: <i>[Chartered Institute of Arbitrators (Kenya Branch)]</i> The place of arbitration shall be: <i>[NAIROBI, KENYA]</i>.
B. Time Control	
GCC 28.1	The Contractor shall submit for approval a Program for the Works within <i>[14]</i> calendar days from the date of the Letter of Acceptance.
GCC 28.3	The period between Program updates is 56 calendar days. The amount to be withheld for late submission of an updated Program is Kes 200,000. The period for submission of progress reports is 30 Days.
C. Quality Control	
GCC 36.1	The Defects Liability Period is: 180 Calendar Days.
D. Cost Control	
GCC 40.7	If the value engineering proposal is approved by the Employer the amount to be paid to the Contractor shall be Not Applicable of the reduction in the Contract Price.
GCC 42.	Payments under the Contract shall be made on a milestone basis, subject to certification by the Consultant and approval by the Employer. The Contractor shall be entitled to interim payments upon satisfactory completion of defined phases of the Works as outlined below: Milestones for Interim Payments 1. Site Clearance, hoarding and substructure works (up to ground floor slab) 2. Walling (internal & external) up to & including ring beam 3. Roofing – Roof construction & covering 4. Mechanical & Electrical Works First Fix, Steel doors, Window casements, Timber door frames, Plastering, screeding & Ceiling finishes. 5. Floor finishes – Screeding, tiling to Floors and Walls, Sanitary Fittings, fixing of door leaves, Window panes, stays, 2nd fix Mechanical & Electrical Works (fittings), Counters and partitions

	6. External Works, Borehole drilling, equipping & associated installation works, water storage tanks & paintworks 7. Supply of generator, LAN and ICT equipment 8. Branding Works & Supply of Furniture 9. Final inspection & testing, and issuance of; -practical completion certificate -penultimate certificate -1st Moiety of Retention The Consultant shall issue an Interim Payment Certificate upon verification that the relevant milestone has been satisfactorily completed in accordance with the Contract requirements. Each certificate shall be subject to countersignature by the Employer, upon which payment processing for the respective milestone shall be initiated. No payment shall be made for incomplete or partially completed milestones unless otherwise expressly approved by the Employer. The Contractor shall submit supporting documentation, including progress reports and relevant inspection approvals, as a condition for certification.
GCC 43.1	The Employer shall pay the Contractor the amounts certified by the Engineer within 56 days of the date of each certificate. The Engineer has 14 days to certify or request modifications to the IPCs submitted by the Contractor. If modifications are needed, the Engineer must provide reasons within these 14 days. .
GCC 46.1	The currency of the Employer's Country is: <i>Kenya Shillings</i> .
GCC 47.1	The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 45.
GCC 48.1	The proportion of payments retained is: <i>[10% of each Interim Payment Certificate (IPC)]</i>

	Limit of Retention Money (as a percentage of Accepted Contract Amount): <i>[10%]</i>
GCC 49.1	The liquidated damages for the whole of the Works are <i>[0.05% of the final Contract Price]</i> per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
GCC 50.1	Not Applicable
GCC 51.1	The Advance Payments shall be: 20% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable no later than 28 days after the receiving the Unconditional advance payment guarantee. and shall be repaid if: (a) exceeds 25% of the portion of the Accepted Contract Amount payable in that currency less Provisional Sums (b) deductions shall be made at the amortization rate of 30% provided that the advance payment shall be completely repaid prior to the time when 90% of the Accepted Contract Amount Less Provisional Sums has been certified for payment.
GCC 52.1	The Performance Security will be in the form of a _ <i>“demand Bank guarantee”</i> in the amount(s) of 10% percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. The ES Performance Security will be in the form of a “demand guarantee” in the amount(s) of <i>[Not Applicable]</i> of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
E. Finishing the Contract	
GCC 58.1	The date by which operating and maintenance manuals are required is <i>[28 Days after Completion Date]</i>. The date by which “as built” drawings are required is <i>[28 Days after Completion Date]</i>.
GCC 58.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC Sub-Clause 58.1 is <i>[0.05% of the final Contract Price]</i> per day.

GCC 59.2 (g)	The maximum number of days is: [28 Days]
GCC 60.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is [20%] .

Section X - Contract Forms

Section X - Contract Forms

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Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]

[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative Name:

[insert Authorized Representative's name] Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Employer: *[insert the name of the Employer]*

Project: *[insert name of project]*

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

Country: *[insert country where RFB is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFB No: *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bid]</i>

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
[insert name]	[insert Bid price]	[insert price] evaluated
[insert name]	[insert Bid price]	[insert price] evaluated
[insert name]	[insert Bid price]	[insert price] evaluated
[insert name]	[insert Bid price]	[insert price] evaluated
[insert name]	[insert Bid price]	[insert price] evaluated

3. Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Employer]

Email address: [insert email address]

Fax number: [insert fax number] **delete if not used**

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Employer] **Email**

address: [insert email address]

Fax number: [insert fax number] *delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the Procurement Regulations for IPF Borrowers (Procurement

Regulations)[<https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005>] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "How to make a Procurement-related Complaint" [<http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework>] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: Email: _____

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder¹. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

RFB No.: *[insert number of RFB process]*

Request for Bid No.: *[insert identification]* To:

[insert complete name of Employer]

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
<i>[include full name (last, middle, first),</i>			

<i>nationality, country of residence]</i>			
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OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]

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

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

**[insert complete name of person duly authorized to sign the Bid]

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

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

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

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

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

Letter of Acceptance

[on letterhead paper of the Employer]

..... *[date]*

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

Subject: *[Notification of Award Contract No]*

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

You are requested to furnish (i) the Performance Security and an Environmental and Social (ES) Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form and the ES Performance Security Form, ***[Delete reference to the ES Performance Security Form if it is not required under the contract]*** and (ii) the additional information on beneficial ownership in accordance with BDS ITB 47.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X - Contract Forms, of the bidding document. ***[Choose one of the following statements:]***

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

[or]

We do not accept that _____ *[insert the name of the Adjudicator proposed by the Bidder]* be appointed as the Adjudicator, and by sending a
 copy of this Letter of Acceptance to
 _____ *[insert name of the Appointing Authority]*, the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 48.1 and GCC Sub-Clause 23.1.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

(a) the Letter of Acceptance

(b) the Letter of Bid

(c) the addenda Nos _____ (if any)

(d) the Particular Conditions

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

(f) the Specification

(g) the Drawings

(h) Bill of Quantities;¹ and

(i) any other document listed in the PCC as forming part of the Contract, but not limited to;

i. the ES Management Strategies and Implementation Plans; and

ii. Code of Conduct for Contractor’s Personnel (ES).

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with

¹ In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

Signed by:
for and on behalf of the Employer

Signed by:
for and on behalf the Contractor

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

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

Performance Security – Option

1: Demand Guarantee

[Guarantor letterhead or SWIFT identifier code] **Beneficiary:**

[insert name and Address of Employer] **Date:** *_ [Insert date of issue]*

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

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

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

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

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

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

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

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

[signature(s)]

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

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

Environmental and Social (ES) Performance Security

ES Demand Guarantee

[Guarantor letterhead or SWIFT identifier code] **Beneficiary:**

[insert name and Address of Employer] **Date:** *[Insert date of issue]*

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

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

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

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

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

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

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

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 55.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this

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

[signature(s)]

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

guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code] **Beneficiary:**

[Insert name and Address of Employer] **Date:** *[Insert date of issue]*

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

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

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

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

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

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

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

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

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

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

[signature(s)]

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

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