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REPUBLIC OF KENYA



**Employer:** MINISTRY OF EDUCATION  
STATE DEPARTMENT FOR BASIC EDUCATION

**Project:** SECONDARY EDUCATION QUALITY  
IMPROVEMENT PROJECT (SEQIP)

**Project No.** P160083

**Contract title:** SUPPLY OF FURNITURE, FURNISHING AND  
OFFICE EQUIPMENT AT THE ULTRA-  
MODERN TRAINING CENTER-CEMASTEIA IN  
KAREN, NAIROBI

**RFB NO.:** MOE/SEQIP/NCB/01/2023-2024

**REQUEST FOR BIDS  
(SUPPLY OF FURNITURE, FURNISHING  
AND OFFICE EQUIPMENT)**

**APRIL 2024**

# Request for Bids Small Works

## (One-Envelope Bidding Process)

**Country:** Republic of Kenya

**Name of Project:** Secondary Education Quality Improvement Project (SEQIP)

**Contract Title:** Supply of Furniture, Furnishing and Office Equipment at the Ultra – Modern Training Center-CEMASTEА in Karen, Nairobi County.

**Credit No.:** 6138-KE

**RFB Reference No.:** MOE/SEQIP/NCB/01/2023-2024

1. The **Government of Kenya** has received financing from the World Bank toward the cost of the Secondary Education Quality Improvement Project (SEQIP), and intends to apply part of the proceeds toward payments under the contract for **Supply of Furniture, Furnishing and Office Equipment at the Ultra-Modern Training Centre-CEMASTEА in Karen, Nairobi County**.
2. The Ministry of Education, **State Department for Basic Education** now invites sealed Bids from eligible Bidders for **Supply of Furniture, Furnishing and Office Equipment at the Ultra-Modern Training Centre-CEMASTEА in Karen, Nairobi County**.
3. Bidding will be conducted through approaching National market using Request for Bids (RFB) selection method as specified in the World Bank’s “Procurement Regulations for IPF Borrowers- Procurement in Investment Projects Financing 2016” (“Procurement Regulations”), and is open to all eligible Bidders as defined in the Procurement Regulations.
4. Interested eligible Bidders may obtain further information from Head of Supply Chain Management Services, State Department of Early Learning and Basic Education through [scmsequip@education.go.ke](mailto:scmsequip@education.go.ke) and [cc\\_ppo@education.go.ke](mailto:cc_ppo@education.go.ke) or [seqip2018@gmail.com](mailto:seqip2018@gmail.com) and inspect the bidding document during office hours [0800 to 1700 hours] at the address given below.
5. The Bidding document in English may be obtained from our offices situated at the address given below during official working hours or downloaded from our website. [www.education.go.ke](http://www.education.go.ke) for free.
6. Bids must be delivered to the address below on or before Date:**2<sup>nd</sup> May,2024 at 10.00 a.m.**
7. Electronic Bidding **will not be permitted**. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders’ designated representatives and anyone who chooses to attend at the address below on Date: **2<sup>nd</sup> May, 2024 at 10.00a.m**
8. All Bids must be accompanied by a Bid Security of **Kenya Shillings 2,500,000.00**

9. 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.
10. A **compulsory** Pre-Tender Conference and site visit will be held at the site located at CEMASTEKA Karen, Date: **17<sup>th</sup> April, 2024 from 9:00 a.m. to 5:00 p.m.** A site visit certificate will be issued.
11. The address (es) referred to above is (are):

**Bid Submission:**

The Principal Secretary  
Attn: Head of Supply Chain  
Management Services  
State Department for Basic Education  
Secondary Education Quality Improvement  
Project Jogoo House 'B' Ground Floor Room  
14, Harambee Avenue  
Postal Address: P.O. Box 30040,  
Nairobi, Kenya Code: 00100  
City: Nairobi  
Tel: (0)20 318581 Ext.30413  
Email: [scmsequip@education.go.ke](mailto:scmsequip@education.go.ke)  
Alternative Emails: [ppo@education.go.ke](mailto:ppo@education.go.ke)  
[seqip2018@gmail.com](mailto:seqip2018@gmail.com)

**Bid Opening:**

Street Address: Jogoo House 'B' Harambee Avenue,  
Floor, room number: 10th Floor, Big Boardroom  
City: Nairobi  
Country: Kenya

# Standard Procurement Document

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# **PART 1 – Bidding Procedures**



# Section I - Instructions to Bidders

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# Section I - Instructions to Bidders

## A. General

### 1. Scope of Bid

1.1 In connection with the 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; and
- (d) "ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.

### 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 their 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, Equipment and Services**

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

**B. Contents of Bidding Document**

**6. Sections of Bidding Document**

6.1 The bidding document 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**

- 11.1 The Bid shall comprise the following:

**Bid**

- (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 prices<sup>1</sup> 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 reasonable<sup>2</sup>, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

**16. Documents Comprising the Technical Proposal**

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

<sup>1</sup> In lump sum contracts, delete "rates and prices and the."

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

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 for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Employer in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

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

- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, 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 validity period of the Bid, or beyond any period of extension 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, Social, Health and Safety (ESHS) 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, Social, Health and Safety (ESHS) Performance Security.

19.7 The Bid Security may be forfeited or the Bid-Securing

Declaration executed:

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 47; or
  - (ii) furnish a Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 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 during the period of Bid validity specified by the Bidder on the Letter of Bid; or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 47, or furnish a Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) 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 expiration of

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

## 25. Bid Opening

- 25.1 Except in the cases specified in ITB 23 and 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**

- 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 nonconforming item or component in the manner specified **in the BDS**.

**31. Correction of  
Arithmetical  
Errors**

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

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

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB

31.1, shall result in the rejection of the Bid.

**32. Conversion to  
Single Currency**

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

**BDS.**

- 33. Margin of Preference** 33.1 Unless otherwise specified **in the BDS**, a margin of preference for domestic Bidders<sup>3</sup> 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 of Bids** 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 of

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<sup>3</sup> 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.

Quantities<sup>4</sup> for admeasurement contracts, but including Daywork<sup>5</sup> 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.

37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder,

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

<sup>5</sup> 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.

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 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 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 **Reject** 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 Period 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 of Contract**
- 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, Social, Health and Safety (ESHS) Performance Security in accordance with the General Conditions of Contract, subject to ITB 38.2 (b), using for that purpose the Performance Security and ESHS Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, 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, Social, Health and Safety (ESHS) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the 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)

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
<b>ITB 1.1</b>	<p>The number of the Invitation for Bids is: <b>KE-MOE-411273-GO-RFB</b></p> <p>The Employer is: <b>MINISTRY OF EDUCATION STATE DEPARTMENT FOR BASIC EDUCATION</b></p> <p>The reference number of the Request for Bids (RFB) is: <b>MOE/SEQIP/NCB/01/2023-2024</b></p> <p>The name of the RFB is: <b>SUPPLY OF FURNITURE, FURNISHING AND OFFICE EQUIPMENT AT THE ULTRA-MODERN TRAINING CENTER-CEMASTE A IN KAREN, NAIROBI</b></p> <p>The number and identification of lots (contracts) comprising this RFB is: <b>1 Lot</b></p>
<b>ITB 1.2(a)</b>	<b>Not Applicable</b>
<b>ITB 2.1</b>	<p>The Borrower is: <b>Government of Kenya</b></p> <p>Loan or Financing Agreement amount: <b>USD 200 Million</b></p> <p>The name of the Project is: <b>SECONDARY EDUCATION QUALITY IMPROVEMENT PROJECT (SEQIP)</b></p>
<b>ITB 4.1</b>	Maximum number of members in the Joint Venture (JV) shall be: <b>Two (2)</b>
<b>ITB 4.5</b>	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .
B. Contents of Bidding Document	
<b>ITB 7.1</b>	<p>For <b><u>Clarification of Bid purposes</u></b> only, the Employer's address is:</p> <p>Attention: Head Supply Chain Management Services State Department for Basic Education Secondary Education Quality Improvement Project Jogoo House 'B' Ground Floor Room 14, Harambee Avenue Postal Address: P.O. Box 30040, Nairobi, Kenya</p>

	<p>Code: 00100 City: Nairobi Zip code: +254 Tel: (0)20 318581 Ext.30413 Email:<a href="mailto:scmsequip@education.go.ke">scmsequip@education.go.ke</a> Alternative Emails: <a href="mailto:ppo@education.go.ke">ppo@education.go.ke</a> <a href="mailto:seqip2018@gmail.com">seqip2018@gmail.com</a></p>
<b>ITB 7.1</b>	Requests for clarification should be received by the Employer no later than: <b>14 Days before closing of bids.</b>
<b>ITB 7.1</b>	Web page: <a href="http://www.education.go.ke">www.education.go.ke</a>
<b>ITB 7.4</b>	<p>A Pre-Bid meeting shall take place at the following date, time and Place: CEMASTEIA, Karen Date: <b>17<sup>th</sup> April, 2024</b> Time: <b>9:00 a.m</b> Telephone: +254 (0)20 318581 Ext.30413 E-mail:<a href="mailto:scmsequip@education.go.ke">scmsequip@education.go.ke</a>; <a href="mailto:ppo@education.go.ke">ppo@education.go.ke</a>; cc Project Coordinator;<a href="mailto:janmbug@gmail.com">janmbug@gmail.com</a> Contact person/conference coordinator: Ms. Jane Mbugua- National Project Coordinator A site visit conducted by the Employer <b>shall</b> be organized.</p>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	<p>The language of the Bid is: <b>English</b> All correspondence exchange shall be in <b>English</b> language. Language for translation of supporting documents and printed literature is <b>English.</b></p>
<b>ITB 11.1 (b)</b>	<p>The following schedules shall be submitted with the Bid: <b>1. Priced Bill of Quantities</b></p>
<b>ITB 11.1 (i)</b>	<p>The Bidder shall submit the following additional documents in its Bid: <b>1. Code of Conduct for Contractor’s Personnel (ES)</b></p> <p>The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Sub-Clause 1.1.17 of the General Conditions of Contract), to ensure compliance with the Contractor’s Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p>

	<p><b>2. Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</b></p> <p>The Bidder shall refer to the following documents, note the risks and mitigation measures and submit a written confirmation (attached as an appendix to the ESMP) to comply with the provided measures:</p> <ul style="list-style-type: none"> <li>• ESHS document at the Section VII Works' Requirements</li> <li>• Annexed Environmental and Social Management Plan (ESMP) at Part no. 4 Bills of quantities.</li> </ul> <p><b>In addition, local contractors MUST provide the following;</b></p> <p><b>2. Certified Copy of Company Registration Certificates. (Is a registered company incorporated in Kenya under the Companies Act CAP 486).</b></p> <p><b>3. Certified copy of Valid Tax Compliance Certificate, including a certified copy of the company's Pin No.</b></p> <p><b>4. Current Business License.</b></p> <p><b>5. Provide letter of Authority to seek references from tenderer's bank (letter addressed to specific Banks giving authority to Client to verify the bank statements).</b></p> <p><b>6. Evidence of physical location of office by providing certified copies of premises ownership / lease, and utility bills.</b></p> <p><b>7. A copy of company's list of directors, beneficial owners, name of proprietor or names of partners (Copy of CR12) issued within the last one year and showing the list of directors</b></p> <p><b><u>NB</u></b></p> <ul style="list-style-type: none"> <li>• <b>FOR FOREIGN FIRMS PROVIDE EQUIVALENT OF ALL THE ABOVE WHERE APPLICABLE.</b></li> <li>• <b>Submitted tender documents must be properly TAPE BOUND and PAGINATED in the correct sequence and all pages must be initiated/signed/stamped.</b></li> <li>• <b>Spiral binding and use of spring or box file will NOT BE ALLOWED and will result in automatic disqualification</b></li> </ul>
<b>ITB 13.1</b>	Alternative Bids <b>shall not be</b> considered.
<b>ITB 13.2</b>	Alternative times for completion <b>shall not be</b> permitted.

<b>ITB 13.4</b>	<b>Not Applicable</b>
<b>ITB 14.5</b>	The prices quoted by the Bidder <b>shall not</b> be subject to adjustment during the performance of the Contract.
<b>ITB 15.1</b>	The price shall be quoted by the Bidder in: <b>Kenya Shillings</b>
<b>ITB 18.1</b>	The Bid validity period shall be <b>120 days</b> .
<b>ITB 18.3 (a)</b>	The Bid price shall be adjusted by the following factor(s): <b>None</b>
<b>ITB 19.1</b>	A Bid Security <b>shall be</b> required. A Bid-Securing Declaration <b>shall not be</b> required. If a Bid Security shall be required, the amount and currency of the Bid Security shall be <b>Kenya Shillings 2,500,000.00</b>
<b>ITB 19.3 (d)</b>	Other types of acceptable securities: <b>None</b>
<b>ITB 20.1</b>	In addition to the original of the Bid, the number of copies is: <b>Two (2) copies and a softcopy in PDF in a flash drive</b>
<b>ITB 20.3</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <b>Power of Attorney which demonstrates that the signatory is duly authorized to sign the bid on behalf of the bidder partners. Power of the Attorney shall be signed and stamped by a commissioner of oath.</b>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	For <b><u>Bid submission purposes</u></b> only, the Employer's address is:  The Principal Secretary Attn: Head of Supply Chain Management Services State Department for Basic Education Secondary Education Quality Improvement Project Jogoo House 'B' Ground Floor Room 14, Harambee Avenue Postal Address: P.O. Box 30040, Nairobi, Kenya Code: 00100 City: Nairobi  The deadline for Bid Submission is: Date: <b>2<sup>nd</sup> May, 2024</b> Time: <b>10:00 a.m. East Africa Local Time</b> Bidders <b>shall not</b> have the option of submitting their Bids electronically.

<b>ITB 25.1</b>	The Bid opening shall take place at: Street Address: Jogoo House ‘B’ Harambee Avenue, Floor, room number: 10th Floor, Big Boardroom City: Nairobi Country: Kenya Date: <b>2<sup>nd</sup> May, 2024</b> Time: <b><u>10:00 a.m. East Africa Local Time</u></b>
<b>ITB 25.6</b>	The Letter of Bid and priced Bill of Quantities shall be initialed by all appointed representatives of the Purchaser conducting Bid opening.
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 30.3</b>	The adjustment shall be based on the <b>average</b> price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
<b>ITB 32.1</b>	The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: <b>Kenya Shillings</b>
<b>ITB 33.1</b>	A margin of domestic preference <b>shall not</b> apply.
<b>ITB 34.1</b>	At this time the Employer <b>does not intend</b> to execute certain specific parts of the Works by subcontractors selected in advance.
<b>ITB 34.2</b>	The parts of the Works for which the Employer permits Bidders to propose Specialized Subcontractors are designated as follows: a. Office Equipment Installations
<b>ITB 34.3</b>	Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: <b>Not Limited</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.

<b>F. Award of Contract</b>	
<b>ITB 47.1</b>	The successful Bidder <b>shall</b> submit the Beneficial Ownership Disclosure Form.
<b>ITB 49</b>	<p>The Adjudicator proposed by the Employer is: <b>To be appointed by either CIArb Kenyan Chapter, IQSK, or AAK.</b></p> <p>The hourly fee for this proposed Adjudicator shall be: As per the standard fees of the proposed bodies above.</p> <p>The biographical data of the proposed Adjudicator is as follows: As approved by the appointing professional body.</p>
<b>ITB 50.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<a href="#">Procurement Regulations for IPF Borrowers</a> (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:</p> <p style="padding-left: 40px;"><b>For the attention:</b> Head Supply Chain Management Services</p> <p style="padding-left: 40px;"><b>Title/position:</b> Senior Deputy Director, SCMS</p> <p style="padding-left: 40px;"><b>Client:</b> State Department for Basic Education, Secondary Education Quality Improvement Project (SEQIP)</p> <p style="padding-left: 40px;"><b>Email address:</b> <a href="mailto:scmsequip@education.go.ke">scmsequip@education.go.ke</a></p> <p style="padding-left: 40px;"><b>Alternative Emails:</b> <a href="mailto:ppo@education.go.ke">ppo@education.go.ke</a> <a href="mailto:seqip2018@gmail.com">seqip2018@gmail.com</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of the Bidding Documents; and</li> <li>2. the Employer’s decision to award the contract.</li> </ol>



## Section III - Evaluation and Qualification Criteria

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

- for Supply of Goods 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

If BDS so specifies, the Employer will grant a margin of preference of 7.5% (seven and one-half percent) to domestic contractors, in accordance with, and subject to, the following provisions:

- (a) Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Employer and accepted by the Bank, a particular contractor or group of contractors qualifies for a domestic preference. The bidding document shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of Bids to give effect to such preference.
- (b) After Bids have been received and reviewed by the Employer, responsive Bids shall be classified into the following groups:
  - (i) Group A: Bids offered by domestic contractors eligible for the preference.
  - (ii) Group B: Bids offered by other contractors.

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

The Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying these criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid that has been determined to be:

- (a) substantially responsive to the bidding document, and
- (b) the lowest evaluated cost.

## **Evaluation**

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

### **2.1 Adequacy of Technical Proposal**

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

**2.3 Alternative Completion Times (N/A)**

.....  
.....

**2.4 Sustainable Procurement (N/A)**

.....  
.....  
.....

**2.5 Alternative Technical Solutions for specified parts of the Works**

If permitted under ITB 13.4, will be evaluated as follows: (N/A)

.....  
.....  
.....

**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 of the Specialized Subcontractors listed in ITB 11.1 shall be added to those of the Bidder for purposes of qualification of the Bidder

## 2. 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	One Member	
<b>1. Eligibility</b>							
1.1	<b>Nationality</b>	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	<b>Bank Eligibility</b>	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	<b>State- owned Enterprise or Institution of the Borrower country</b>	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	<b>United Nations resolution or Borrower's country law</b>	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
<b>2. Historical Contract Non-Performance</b>							
2.1	<b>History of Non-Performing Contracts</b>	Non-performance of a contract <sup>1</sup> did not occur as a result of contractor default since 1 <sup>st</sup> January <b>2019</b> .	Must meet requirement	Must meet requirement	Must meet requirement <sup>2</sup>	N/A	Form CON-2
2.2	<b>Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer</b>	Not under suspension based on-execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 and ITB 19.9	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	<b>Pending Litigation</b>	Bid's financial position and prospective long term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	<b>Litigation</b>	No consistent history of	Must meet	Must meet	Must meet	N/A	Form CON – 2

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

<sup>2</sup> This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
	<b>History</b>	court/arbitral award decisions against the Bidder <sup>3</sup> since 1 <sup>st</sup> January 2019	requirement	requirement	requirement		
2.5	<b>Declaration: Environmental, Social, Health, and Safety (ESHS) past performance</b>	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), or health or safety requirements or safeguard in the past five years <sup>4</sup> .	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON-3 ESHS Performance Declaration
<b>3. Financial Situation and Performance</b>							
3.1	<b>Financial Capabilities</b>	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets,	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1, with attachments

<sup>3</sup> The Bidder shall provide accurate information on the related Bid Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Bidder or any member of a joint venture may result in failure of the Bid.

<sup>4</sup> 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	One Member	
		and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.					
3.2	<b>Average Annual Supply of Goods Turnover</b>	Minimum average annual Supply of Goods turnover of <b>Kenya Shilling 100,000,000.00</b> calculated as total certified payments received for contracts in progress and/or completed within the last 3 years, divided by 3 years	Must meet requirement	Must meet requirement	Must meet <b>25%</b> , Twenty percent of the requirement	Must meet <b>50%</b> , Forty percent of the requirement	Form FIN – 3.2
<b>4. Experience</b>							
4.1 (a)	<b>General Supply of goods Experience</b>	Experience under Supply of Goods contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last <b>5 years</b> , starting 1 <sup>st</sup> January <b>2019</b> .	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
4.2 (a)	<b>Specific Supply of Goods &amp; Contract Management Experience</b>	(i) A minimum number of <b>Three (3)</b> similar contracts specified below that have been satisfactorily and substantially <sup>5</sup> completed as a prime contractor, joint venture member <sup>6</sup> , management contractor or sub-contractor between 1st January <b>2019</b> and bid submission deadline: (i) 3 contracts, each of minimum value V; <b>Kenya Shilling 20,000,000.00</b> The similarity of the Contracts shall be based on the following: <b>Modern Multi Storey Building Furniture and Equipment Supply</b>	Must meet requirement	Must meet requirement <sup>7</sup>	N/A	N/A	Form EXP 4.2(a)
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 2019 and Application submission	Must meet requirements	Must meet requirements	N/A	Must meet requirements	Form EXP – 4.2 (b)

		deadline, a minimum Supply of Goods experience in the following key activities successfully completed <sup>1</sup> : - Supply of Office furniture - Supply of Accommodation Facility furniture. - Supply of Office Equipment					
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<sup>5</sup> Substantial completion shall be based on 80% or more works completed under the contract.

<sup>6</sup> 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

<sup>7</sup> In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

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<sup>1</sup> 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.

### 3. Key Personnel

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

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

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

#### Key Personnel

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	Project Manager	BSc in Architecture, Interior Design or Equivalent	5
2	1 No. Furniture works Site Agents / Assistant Project Managers	BSc or Higher Diploma in Architecture, Interior Design or Equivalent	5
3	1 No. Office Equipment Installation works Site Agents / Assistant Project Managers	BSc or Higher Diploma in Electrical Engineering or Equivalent	5
4	2 No. Supervisors; specialized in Furniture Supply and Installation, Office Equipment Supply and Installation	Minimum qualification is to possess Grade I Test Certificates	5
4	Health and Safety Officer	Minimum Higher Diploma in Occupational Health and Safety or Equivalent	3
5	Environmental Specialist	Minimum Higher Diplomain Relevant Environmental Sciences as	3

		well as registration by NEMA	
6	Social Safeguards Officer	Certificate in Social Work or Equivalent	3
7	Gender Based Violence Officer	Certificate in Relevant Gender Studies	3

## 4. Equipment

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

<b>No.</b>	<b>Equipment Type and Characteristics</b>	<b>Minimum Number required</b>
1	Lorries minimum capacity of 5 tonnes	2
2	Hand Pallet jack Truck of 3 tonnes	3

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

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## Letter of Bid

***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.:** *[insert number of RFB process]*

**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) **Conformity:** We offer to execute in conformity with the bidding document the following Works: *[insert a brief description of the Works]*
- (e) **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];*

- (f) **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*];
- (g) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS ITB 18.1 of days from the date fixed for the Bid submission deadline in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security [*and an Environmental, Social, Health and Safety (ESHS) Performance Security, Delete if not applicable*] in accordance with the bidding document;
- (i) **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;
- (j) **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;
- (k) **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*];
- (l) **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.")

- (m) **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;
- (n) **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; and
- (o) **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
- (p) **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

## 2. Schedule of Payment Currencies

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

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

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

NOT APPLICABLE

### 3. Schedule(s) of Adjustment Data

**Table A - Local Currency**

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

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

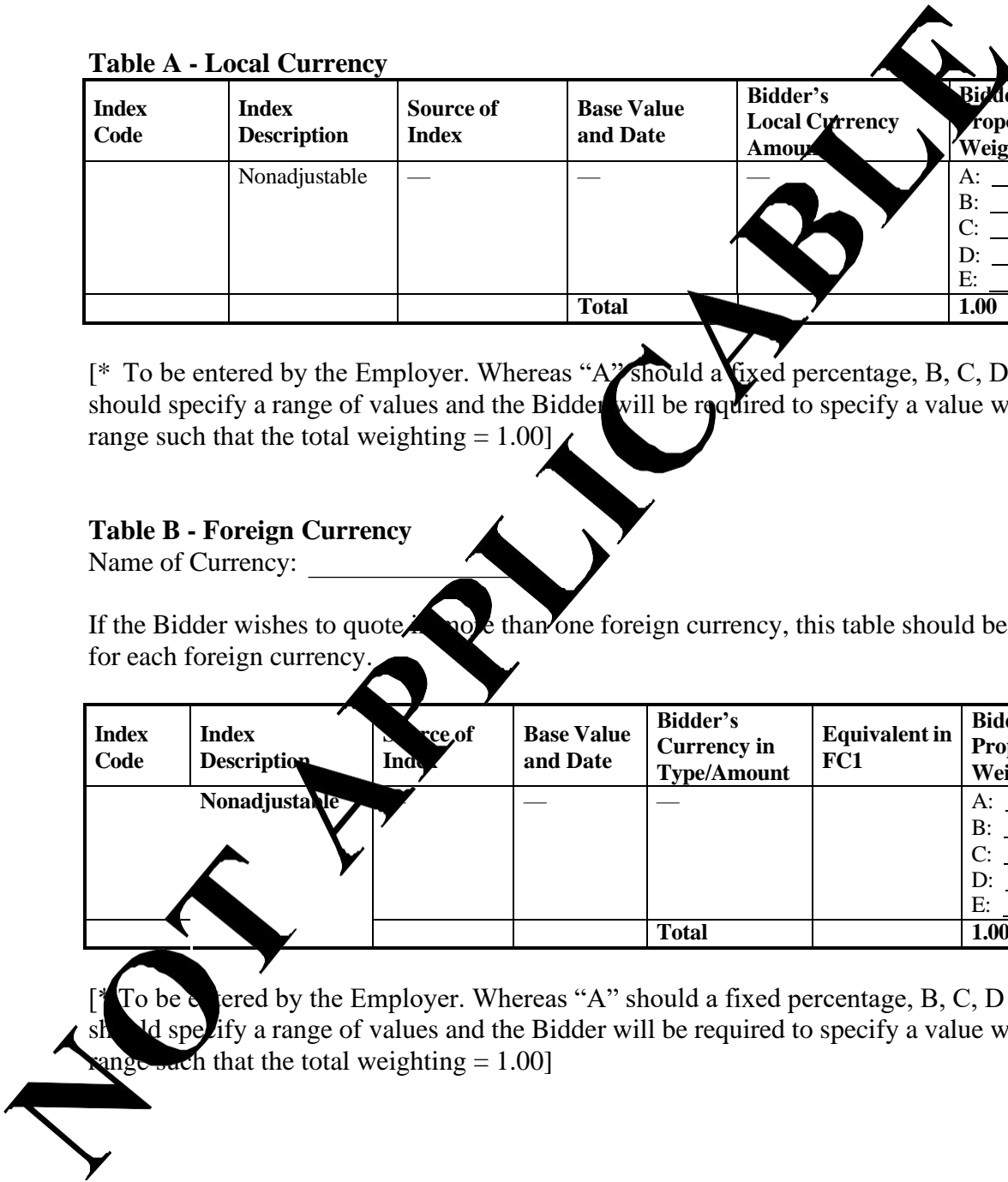
**Table B - Foreign Currency**

Name of Currency: \_\_\_\_\_

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

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

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



## 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 during the period of Bid validity specified by the Applicant in the Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of Bid validity, (i) fails to execute the contract agreement or (ii) fails to furnish the performance security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, issued to the Beneficiary 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 end of the Bid Validity Period.

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

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

---

*[signature(s)]*

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

## Form of Bid Security – Bid Bond

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

BOND NO. \_\_\_\_\_

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”) and *[name, legal title, and address of surety]*, authorized to transact business in *[name of country of Employer]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Employer]* as Obligee (hereinafter called “the Employer”) in the sum of *[amount in figures of Bond]*<sup>1</sup> *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Employer dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, for the execution of *[name of Contract]* (hereinafter called the “Bid”).

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

- (a) has withdrawn its Bid during the period of bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its bid by the Employer during the Bid Validity Period or any extension thereto provided by the Principal: (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Employer’s bidding document.

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

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration Bid Validity Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_ day of \_\_\_\_\_ 20\_\_\_.

<sup>1</sup> The amount of the Bond shall be denominated in the currency of the Employer’s country or the equivalent amount in a freely convertible currency.

Principal: \_\_\_\_\_  
Corporate Seal (where appropriate)

Surety: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
(Printed name and title)

\_\_\_\_\_  
(Signature)  
(Printed name and title)

**NOT APPLICABLE**

## Form of Bid-Securing Declaration

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

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

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

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

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

**NOT APPLICABLE**

## **Technical Proposal**

### **Technical Proposal Forms**

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

## FORM PER -1

### Key Personnel Schedule

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

#### Key Personnel

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

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

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

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

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

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

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

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

**Name of Key Personnel:** *[insert name]*

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

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

**Countersignature of authorized representative of the Bidder:**

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

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

## Equipment For Each Lot

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.

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

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

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

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## **Site Organization**

*[insert Site Organization information]*

## **Method Statement**

*[insert Method Statement]*

## **Mobilization Schedule**

*[insert Mobilization Schedule]*

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## **Supply of Goods Schedule**

*[insert Construction Schedule]*

## **ESHS Management Strategies and Implementation Plans**

### **(ESHS-MSIP)**

The Bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITB 11.1 (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 ESHS provisions of the contract including those as may be more fully described in the Works Requirements in Section VII.

**NOTE: THE BIDDER IS REQUIRED TO REFER TO THE ESMP PLAN ANNEXED AND CONFIRM ADHERANCE**

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

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

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

**NOTE: THE BIDDER IS REQUIRED TO REFER TO THE ANNEXED CODE OF CONDUCT AND CONFIRM ADHERANCE**

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## 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
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <ul style="list-style-type: none"> <li><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.</li> <li><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</li> <li><input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:             <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the Employer</li> </ul> </li> </ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

## 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 \_\_\_\_\_ pages

Bidder's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> 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. <i>[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.]</i>

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

Bidder's Name: \_\_\_\_\_

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

Joint Venture Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

<b>Year of dispute</b>	<b>Amount in dispute (currency)</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)</b>
		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:	
<b>Litigation History in accordance with Section III, Evaluation and Qualification Criteria</b>			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.			
<input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)</b>

<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>
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## Form CON – 3: Environmental, Social, Health, and Safety Performance Declaration

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

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

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

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

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

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

Environmental, Social, Health, and Safety Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> <b>No suspension or termination of contract:</b> An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
<input type="checkbox"/> <b>Declaration of suspension or termination of contract:</b> The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, and Kenya Shilling 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 GBV/ SEA breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i>	<i>[insert amount]</i>

		Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	
...	...	<i>[list all applicable contracts]</i>	...
<b>Performance Security called by an employer(s) for reasons related to ESHS performance</b>			
Year	Contract Identification		Total Contract Amount (current value, currency, and Kenya Shilling 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 GBV/ SEA breaches]</i>		<i>[insert amount]</i>

## Form CCC: Current Contract Commitments / Works in Progress

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

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

## Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: \_\_\_\_\_

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

Joint Venture Member's Name \_\_\_\_\_

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, Kenya Shilling equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

## 2. Sources of Finance

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

No.	Source of finance	Amount (Kenya Shilling 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 or in case of JV member , and not an affiliated entity (such as parent company or group member).
  - (b) be independently audited or certified in accordance with local legislation.
  - (c) be complete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements<sup>2</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

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<sup>2</sup> 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 Supply of Goods Turnover

Bidder's Name: \_\_\_\_\_

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

Joint Venture Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

		<b>Annual turnover data (Supply of Goods only)</b>	
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange rate</b>	<b>Kenya Shilling equivalent</b>
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Supply of Goods 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 Supply of Goods cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria.

Source of financing	Amount (Kenya Shilling equivalent)
1.	
2.	
3.	
4.	

## Form EXP - 4.1: General Supply of Goods Experience

Bidder's Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Joint Venture Member's Name \_\_\_\_\_  
 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 Supply of Goods and Contract Management Experience

Bidder's Name: \_\_\_\_\_

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

Joint Venture Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub- contractor <input type="checkbox"/>
Total Contract Amount			Kenya Shiling *	
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 Supply of Goods and Contract Management Experience**  
**(cont.)**

<b>Similar Contract No.</b>	<b>Information</b>
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. Supply of Goods rate for key activities	
6. Other Characteristics	

## Form EXP - 4.2(b): Supply of Goods Experience in Key Activities

Bidder's Name: \_\_\_\_\_

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

Joint Venture Member's Name \_\_\_\_\_

Subcontractor's Name<sup>3</sup> (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: \_\_\_\_\_

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

<sup>3</sup> If applicable.

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

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

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

2. Activity No. Two

3. ....

## **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 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;<sup>1</sup> (ii) to be a nominated<sup>2</sup> 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<sup>3</sup> all

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<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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; 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.

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.

## **PART 2 – Works' Requirements**

## **Section VII - Works’ Requirements**

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## **Specifications**

**Specifications applicable are those by the Ministry of Public Works General Specifications dated March 1976 (together with any amendments issued thereof). The Contractor should obtain a copy from the Ministry of Public Works. No liability will be admitted nor claim allowed in respect of errors in Contractors tender arising from the lack of knowledge on the said specification.**

**Goods, materials and workmanship meeting other authoritative standards and which promise to ensure equal or higher quality than the standards specified, will also be acceptable**

## **Environmental, social, health and safety requirements**

The Bidder to refer to ESHS and ESMP policies drafted by the Employer and confirm adherence.

### **MINIMUM REQUIREMENTS FOR THE BIDDER'S CODE OF CONDUCT**

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

The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Employer's and Project Manager's personnel, and the Contractor's personnel, including sub-contractors and day workers, (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. The use of illegal substances
4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Employer's and Project Manager's personnel, and the Contractor's personnel, including sub-contractors and day workers (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)
5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)
6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
7. Violence including sexual and/or gender based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty)
8. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power)

9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas)
10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
11. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
12. Respecting reasonable work instructions (including regarding environmental and social norms)
13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
14. Duty to report violations of this Code
15. Non retaliation against workers who report violations of the Code, if that report is made in good faith.

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

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

**NOTE: THE BIDDER IS REQUIRED TO REFER TO THE ANNEXED CODE OF CONDUCT AND CONFIRM ADHERANCE**

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

**PAYMENT FOR ESHS REQUIREMENTS**

**NOTE: THE BIDDER IS REQUIRED TO COST FOR ESHS REQUIREMENTS DELIVERY AS PROVIDED IN THE GENERAL PRELIMINARIES.**

# Drawings

## SCHEDULE OF DRAWINGS

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# **PART 3 – Conditions of Contract and Contract Forms**

## **Section VIII - General Conditions of Contract**

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

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

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

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## General Conditions of Contract

### A. General

#### 1. Definitions

- 1.1 Boldface type is used to identify defined terms.
- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
  - (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
  - (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
  - (d) Bank means the financing institution **named in the PCC**.
  - (e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
  - (f) Compensation Events are those defined in GCC Clause 42 hereunder.
  - (g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
  - (h) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain 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 Sub-Clause 34.1 and calculated from the Completion Date.
- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only 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**.

## 2. Interpretation

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

- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
  - (b) Letter of Acceptance,
  - (c) Contractor’s Bid,
  - (d) Particular Conditions of Contract,
  - (e) General Conditions of Contract, including Appendices,
  - (f) Specifications,
  - (g) Drawings,
  - (h) Bill of Quantities,<sup>1</sup> 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**
- 4.1 Except where otherwise specifically stated, the Project **Manager’s** Manager shall decide contractual matters between the **Decisions** Employer and the Contractor in the role representing the Employer.

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<sup>1</sup> 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.
- 8. Other Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 9. Personnel and Equipment** 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 9.3 If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.
- 10. Employer's and Contractor's Risks** 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 11. Employer's** 11.1 From the Start Date until the Defects Liability Certificate has

**Risks**

been issued, the following are Employer's risks:

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

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

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

**12. Contractor's Risks**

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

**13. Insurance**

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

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;

- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
  - (d) personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 14. Site Data**
- 14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.
- 15. Contractor to Construct the Works**
- 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 16. The Works to Completed by the Intended Completion Date**
- 16.1 The Contractor may commence execution of the Works on the **Be** Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 17. Approval by Project**
- 17.1 The Contractor shall submit Specifications and Drawings **the** showing the proposed Temporary Works to the Project **Manager** Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Safety and Protection of the Environment**
- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 18.2 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
- 19. Discoveries**
- 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's 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 Pursuant to paragraph 2.2 e. of Appendix B to the General Conditions, the Contractor shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if

requested by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub- Clause 25.1 (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.

## **B. Time Control**

## **26. Program**

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

## **27. Extension of the Intended**

- 27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued

- Completion Date** 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.
- 27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 28. Acceleration**
- 28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration 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.
- 28.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 29. Delays Ordered by the Project Manager**
- 29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 30. Management Meetings**
- 30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 31. Early Warning**
- 31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an

estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

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

### C. Quality Control

- 32. Identifying Defects** 32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 33. Tests** 33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 34. Correction of Defects** 34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
- 35. Uncorrected Defects** 35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

## D. Cost Control

- 36. Contract Price<sup>2</sup>**      36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 37. Changes in the Contract Price<sup>3</sup>**      37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
- 37.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 38. Variations**      38.1 All Variations shall be included in updated Programs<sup>4</sup> produced by the Contractor.
- 38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 38.3 If the Contractor's quotation is unreasonable, the 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.

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<sup>2</sup> In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:  
36.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

<sup>3</sup> In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:  
37.1 The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

<sup>4</sup> In lump sum contracts, add "and Activity Schedules" after "Programs."

- 38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub- Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.<sup>5</sup>
- 38.7 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 costs) the Employer may incur in implementing the value engineering proposal; and
  - (c) a description of any effect(s) of the change on performance/functionality.

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

- (a) accelerate the contract completion period; or
- (b) reduce the Contract Price or the life cycle costs to the Employer; or
- (c) improve the quality, efficiency, safety or sustainability of the Facilities; or

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<sup>5</sup> In lump sum contracts, delete this paragraph.

- (d) yield 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.

### 39. Cash Flow Forecasts

39.1 When the Program,<sup>6</sup> 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.

### 40. Payment Certificates

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

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

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

40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.<sup>7</sup>

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

40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later

<sup>6</sup> In lump sum contracts, add "or Activity Schedule" after "Program."

<sup>7</sup> 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."

information.

#### **41. Payments**

- 4 .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.
- 4 .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.
- 4 .3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 4 .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.

#### **42. Compensation Events**

- 4 .1 The following shall be Compensation Events:
  - (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
  - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
  - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
  - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
  - (e) The Project Manager unreasonably does not approve a subcontract to be let.

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

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

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

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

### **43. Tax**

43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days

before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change 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 44.

#### 44. Currencies

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

#### 45. Price Adjustment

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

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

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 coefficients<sup>8</sup> **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

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

45.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment

deemed to take account of all changes in cost due to fluctuations in costs.

#### 46. Retention

46.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion

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

of the whole of the Works.

46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

#### **47. Liquidated Damages**

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

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor 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 41.1.

#### **48. Bonus**

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

#### **49. Advance Payment**

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

49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall

demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

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

#### **50. Securities**

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

#### **51. Dayworks**

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

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

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

#### **52. Cost of Repairs**

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

### **E. Finishing the Contract**

#### **53. Completion**

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

completed.

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

**55. Final Account** 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct 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.

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

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause

Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

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

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.

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

57.4 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.

57.5 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 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

## **58. Payment upon Termination**

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

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

the date of the certificate.

- 59. Property** 59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
- 60. Release from Performance** 60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.
- 61. Suspension of Bank Loan or Credit** 61.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:
- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
  - (b) If the Contractor has not received sums due to it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.

## **APPENDIX A TO GENERAL CONDITIONS**

### **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 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;<sup>1</sup> (ii) to be a nominated<sup>2</sup> 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<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection

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<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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; 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.

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and/or contract execution, and to have them audited by auditors appointed by the Bank.

## APPENDIX B

### Environmental, Social, Health and Safety (ESHS)

#### Metrics for Progress Reports

*Metrics for regular reporting:*

- a. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
- b. *health and safety incidents, accidents, injuries and all fatalities that require treatment;*
- 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:*
  - iii. *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. *HIV/AIDS: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
- 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 HIV/AIDS sensitization and/or training, no. workers receiving training (this reporting period and in the past); same questions for gender sensitization, flag person training.
  - iv. number and date of GBV /SEA sensitization and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.
- 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. allegations of GBV / SEA) received in the reporting period and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
- i. Worker grievances;
  - ii. Community grievances
- l. *Traffic and vehicles/equipment*:
- i. traffic accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
  - ii. accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
  - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. *Environmental mitigations and issues (what has been done)*:
- i. dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
  - ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
  - iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
  - iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);

- v. spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
- vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
- vii. details of tree plantings and other mitigations required undertaken in the reporting period;
- viii. details of water and swamp protection mitigations required undertaken in the reporting period.

*n. compliance:*

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

## Section IX - Particular Conditions of Contract

<b>A. General</b>	
<b>GCC 1.1 (d)</b>	World Bank
<b>GCC 1.1 (r)</b>	The Employer is  <b>The Principal Secretary, Ministry of Education State Department for Basic Education, P.O. BOX 30040-00100 Nairobi</b>
<b>GCC 1.1 (v)</b>	The Intended Completion Date for the whole of the Works shall be <b><u>4 Calendar months.</u></b>
<b>GCC 1.1 (y)</b>	<b>Project Manager</b> Dama Services Ltd. P.O. Box 9656- 00100, Nairobi, Kenya. Tel. Nos.+254 020-2628155 or +254-722 299466 Email: damaservices@gmail.com
<b>GCC 1.1 (aa)</b>	The Site is located at: <b>CEMASTEA Institution, Karen, Nairobi</b> , and is defined in drawings No. : <b>Refer to List of Drawings herein before</b>
<b>GCC 1.1 (dd)</b>	The Start Date shall be <b>as agreed with the Employer</b>
<b>GCC 1.1 (hh)</b>	The Works consist of <b>Supply of Furniture, Furnishing and Office Equipment at the Ultra-Modern Training Facility at CEMASTE A in Karen, Nairobi</b>
<b>GCC 1.1 (ii)</b>	The following is added as GCC 1.1. (ii)  “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.

<b>GCC 2.2</b>	Sectional Completions are: Not applicable
<b>GCC 2.3(i)</b>	The following documents also form part of the Contract: <ul style="list-style-type: none"> <li>(i) the ESHS Management Strategies and Implementation Plans; and</li> <li>(ii) Code of Conduct (ESHS).</li> </ul>
<b>GCC 3.1</b>	The language of the contract is <b>English</b> The law that applies to the Contract is the law of <b>Kenya</b>
<b>GCC 5.1</b>	The Project manager <b>may</b> delegate any of his duties and responsibilities.
<b>GCC 8.1</b>	Schedule of other contractors: <b>Not applicable</b>
<b>GCC 9.1</b>	<b>Key Personnel</b> GCC 9.1 is replaced with the following:  9.1 Key Personnel are the Contractor’s personnel named in this GCC 9.1 of the Particular Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to 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.
<b>GCC 9.2</b>	<b>Code of Conduct (ESHS)</b> The following is inserted at the end of GCC 9.2:  “The reasons to remove a person include behavior which breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender based violence (GBV), sexual exploitation or abuse, illicit activity or crime).”
<b>GCC 13.1</b>	The minimum insurance amounts and deductibles shall be: <ul style="list-style-type: none"> <li>(a) for loss or damage to the Works, Plant and Materials: Full Value of the Works, Plant and Materials</li> <li>(b) For loss or damage to Equipment: Full Value of the Equipment</li> <li>(c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: Full Value of the</li> </ul>

	<p>Property</p> <p>(d) or personal injury or death:</p> <ul style="list-style-type: none"> <li>i. of the Contractor’s employees: As per applicable laws of Kenya</li> <li>ii. of other people: As per applicable laws of Kenya</li> </ul>
<b>GCC 14.1</b>	Site Data are: <b>None</b>
<b>GCC 16.1 (add new 16.2)</b>	<p><b>ESHS Management Strategies and Implementation Plans</b></p> <p>The following is inserted as a new sub-clause 16.2:</p> <p>“ <b>16.2</b> The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Project Manager is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, on a continuing basis, for the Project Manager’s prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved C-ESMP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Project Manager.”</p>
<b>GCC 20.1</b>	The Site Possession Date(s) shall be: <b>To be agreed with the Employer</b>
<b>GCC 23.1 &amp; GCC 23.2</b>	Appointing Authority for the Adjudicator: <b>Chartered Institute of Arbitrators (CI Arb) Kenyan Chapter, AAK, or IQSK</b>

<b>GCC 24.3</b>	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <b>As per the standard fees of the proposed bodies above of the Appointing Authority.</b>
<b>GCC 24.4</b>	Institution whose arbitration procedures shall be used: <b>Chartered Institute of Arbitrators (CIArb) Kenyan Chapter</b>
<b>B. Time Control</b>	
<b>GCC 26.1</b>	The Contractor shall submit for approval a Program for the Works within <b>14 (Fourteen) days</b> from the date of the Letter of Acceptance.
<b>GCC 26.2</b>	<p><b>ESHS Reporting</b></p> <p>Inserted at the end of GCC 26.2:</p> <p>“In addition to the progress report, the Contractor shall also provide a report on the Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix B. In addition to Appendix B reports, the Contractor shall also provide immediate notification to the Project Manager of incidents in the following categories. Full details of such incidents shall be provided to the Project Manager within the timeframe agreed with the Project Manager.</p> <ul style="list-style-type: none"> <li>(e) confirmed or likely violation of any law or international agreement;</li> <li>(f) any fatality or serious (lost time) injury;</li> <li>(g) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary)</li> <li>(h) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or</li> <li>(i) any allegation of gender based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse or defilement, or other violations involving children.</li> </ul>
<b>GCC 26.3</b>	<p>The period between Program updates is 30 (Thirty) days.</p> <p>The amount to be withheld for late submission of an updated Program is: <b>20% (Twenty Percent) of the amount due in the interim payment certificate.</b></p>

<b>C. Quality Control</b>	
<b>GCC 34.1</b>	The Defects Liability Period is: <b>6 (Six) months.</b>
<b>D. Cost Control</b>	
<b>GCC 38.2</b>	At the end of 38.2 add after the first sentence:  “The Contractor shall also provide information of any ESHS risks and impacts of the Variation.”
<b>GCC 38.7</b>	If the value engineering proposal is approved by the Employer the amount to be paid to the Contractor shall be: <b>Not Applicable</b>
<b>GCC 38.7</b>	In the first paragraph insert new sub-paragraph (d):  “(d) a description of the proposed work to be performed, a programme for its execution and sufficient ESHS information to enable an evaluation of ESHS risks and impacts;”
<b>GCC 40</b>	<p>Add new GCC 40.7:</p> <p>40.7 if the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:</p> <ul style="list-style-type: none"> <li>(i) failure to comply with any ESHS obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;</li> <li>(ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts;</li> <li>(iii) failure to implement the C-ESMP e.g. failure to provide</li> </ul>

	<p>required training or sensitization;</p> <p>(iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;</p> <p>(v) failure to submit ESHS report/s (as described in Appendix C), or failure to submit such reports in a timely manner;</p> <p>(vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).</p>
<b>GCC 44.1</b>	The currency of the Employer's Country is: <b>Kenya Shillings</b>
<b>GCC 45.1</b>	The Contract <b>is not</b> subject to price adjustment in accordance with GCC Clause 45, and the information regarding coefficients does not apply.
<b>GCC 46.1</b>	The proportion of payments retained is: <b>10 (Ten) Percent</b>
<b>GCC 47.1</b>	The liquidated damages for the whole of the Works are <b>0.03% of the contract amount</b> per day. The maximum amount of liquidated damages for the whole of the Works is ten percent (10%) of the final Contract Price.
<b>GCC 48.1</b>	<p>The Bonus for the whole of the Works is <b>Not Applicable</b>.</p> <p>The maximum amount of Bonus for the whole of the Works is <b>Not Applicable</b>.</p>
<b>GCC 49.1</b>	The Advance Payments shall be: <b>a maximum of 10% of the contract amount if need be on condition that the contractor gives a sound security (in form of approved bank guarantee) of the same</b> . And shall be paid to the Contractor no later than: <b>A date agreed between both parties on application</b> .
<b>GCC 49.3</b>	the advance payment shall be repaid through percentage deductions from the interim payments determined by the Architect as follows; Deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and deductions shall be made at the amortization rate stated in the Special Conditions of Contract of the amount of each Interim Payment Certificate

	<p>(excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.</p> <p>The following formular shall apply</p> $R = \frac{A(XII-XI)}{90\%-60\%}$ <p>Where  R= Amount to be reimbursed  A= Amount of Advance Payment Granted  XII= Amount of Proposed cumulative payments as a percentage of the original contract amount. Should be &gt;30% but not &gt;90%  XI= Amount of previous cumulative payments as a percentage of the original contract amount. Should be &lt;90% but not &lt;30%</p>
<b>GCC 50.1</b>	An Environmental, Social, Safety and Health (ESHS) Performance Security shall not be provided to the Employer.
<b>GCC 50.1</b>	<p>The Performance Security amount is 10% (Ten Percent) of the accepted contract sum.</p> <p>(a) Performance Security – Accepted Bank Guarantee: in the amount(s) of 10% (Ten Percent) of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p>
<b>E. Finishing the Contract</b>	
<b>GCC 56.1</b>	<p>The date by which operating and maintenance manuals are required is: <b>Completion date.</b></p> <p>The date by which “as built” drawings are required is <b>Completion date.</b></p>
<b>GCC 56.2</b>	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is Retention money.
<b>GCC 57.2 (g)</b>	The maximum number of days is: 334 (Three Hundred Thirty Four) Days.
<b>GCC 58.1</b>	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 20%

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## **Section X - Contract Forms**

### **Table of 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

<b>Name:</b>	<i>[insert name of successful Bidder]</i>
<b>Address:</b>	<i>[insert address of the successful Bidder]</i>
<b>Contract price:</b>	<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.]*

<b>Name of Bidder</b>	<b>Bid price</b>	<b>Evaluated Bid price (if applicable)</b>
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

**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) [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)" [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 Bidder<sup>1</sup>. 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), nationality, country]</i>			

<i>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, Social,  
Health and Safety Performance Security *[Delete ESHS Performance Security if it is not  
required under the contract]* within 28 days in accordance with the Conditions of  
Contract, using for that purpose the of the Performance Security Form and the ESHS  
Performance Security Form, *[Delete reference to the ESHS Performance Security Form  
if it is not required under the contract]* 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 23.1.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

**Attachment: Contract Agreement**

## Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of Acceptance
  - (b) the Letter of Bid
  - (c) the addenda Nos \_\_\_\_\_ (if any)
  - (d) the Particular Conditions
  - (e) the General Conditions of Contract, including appendix;
  - (f) the Specification
  - (g) the Drawings
  - (h) Bill of Quantities;<sup>1</sup> and
  - (i) any other document **listed in the PCC** as forming part of the Contract;
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

---

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

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

Signed by: .....  
for and on behalf of the Employer

Signed by:.....  
for and on behalf the Contractor

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

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

## Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

**Date:** *\_ [Insert date of issue]*

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

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

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

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

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

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

---

<sup>1</sup> *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.*

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

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

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*[signature(s)]*

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

## Performance Security - Performance Bond

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

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

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

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

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

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

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

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

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

## ESHS Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

**Date:** *\_ [Insert date of issue]*

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

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

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

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

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

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

<sup>1</sup> *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.*

<sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed*

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.

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*[signature(s)]*

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

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*[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]*<sup>1</sup> 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.

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<sup>1</sup> *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]*,<sup>2</sup> 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.

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*[signature(s)]*

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

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

**BILL NO. 4**

**PARTICULAR PRELIMINARIES**

**PARTICULAR PRELIMINARIES**

ITEM	DESCRIPTION	KSHS.	CTS.
<p><b>A</b></p>	<p><b>PRICING ITEMS FOR PRELIMINARIES</b></p> <p>Prices <b>shall be inserted</b> against items of 'preliminaries' in the tenderer's priced Bill of Quantities. The Contractor is advised to read and understand all preliminaries. Preliminary items not priced shall be deemed to have been included in the rates of items in the Bill of Quantities.</p>		
<p><b>B</b></p>	<p><b>DESCRIPTION OF THE WORKS</b></p> <p>The works to be carried out under this contract comprise Supply of Furniture, Furnishings and Office Equipment Installations for the Proposed Ultra- Modern Training Centre The approximate areas are as follows: -</p> <p>01. Basement - 2780 SM            02 Ground Floor - 2470 SM            03 First Floor - 2497 SM  <b>TOTAL FLOOR AREA 7,747 SM</b></p>		
	<p><b>Carried to Collection</b></p>		

ITEM	DESCRIPTION		CTS.
A	<p><b>MEASUREMENTS</b></p> <p>In the event of discrepancy between the Bill of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any Contract documents shall immediately be reported to the Project Manager.</p>		
B	<p><b>LOCATION OF THE SITE</b></p> <p>The site is at Karen, Nairobi along Karen Road within the existing CEMASTEIA Institute</p>		
C	<p><b>CLEARING AWAY</b></p> <p>The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove, clear away all plants, equipment, rubbish, unused materials, stains and leave in a clean tidy state to the satisfaction of the Project Manager.</p> <p>The whole of the works shall be delivered up clean, complete, and perfect condition in every respect to the satisfaction of the Project Manager.</p>		
D	<p><b>CLAIMS</b></p> <p>It shall be a condition of this Contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and/or expenses due to any of the Contract Conditions, or by any other reason whatsoever, he shall present such claim or intent to claim notice to the Project Manager within the Contract period. No claim shall be entertained upon the expiry of the said Contract period.</p>		
E	<p><b>PAYMENTS</b></p> <p>Payment will be done on monthly basis by the Project Manager on application by the Contactor. All payments shall be made by Client Department upon certification by the Project Manager. Subcontractors shall be paid through the Main Contractor. The Main Contractor must confirm that they have paid sub-contractors to be eligible for subsequent certificates.</p>		
F	<p><b>PREVENTION OF ACCIDENTS, DAMAGE OR LOSS</b></p> <p>The Contractor is notified that the works are to be carried out on a fairly busy, high security conscious site where the Client is going on with other normal activities. He/she is therefore instructed to take reasonable care in the execution of the works so as to prevent accidents, damage or loss and disruption of normal activities being carried out by the Client. The Contractor shall allow in his rates any expenses he deems necessary by taking such care within the site.</p>		
	<p><b>Carried to Collection</b></p>		

ITEM	DESCRIPTION	KSHS.	CTS.
<p><b>A</b></p> <p><b>WORKING CONDITIONS</b></p> <p>The Contractor shall allow in his rates for any interference that he may encounter in the course of execution of the works.</p> <p><b>B</b></p> <p><b>SIGN BOARD.</b></p> <p>Allow for providing, erecting, maintaining throughout the Contract period and clearing afterwards a sign board as designed and approved by the Project Manager</p> <p><b>C</b></p> <p><b>LABOUR CAMPS</b></p> <p>The Contractor shall <b>NOT</b> be allowed to house his labourers on site with the exemption of watchmen who will work in consultation with the Institute's authority. Allow also for transporting workers to and from site during the Contract Period as may be necessary.</p> <p><b>D</b></p> <p><b>PROJECT MANAGER'S SITE OFFICE</b></p> <p>The Contractor shall provide and maintain where directed on site, an approved weather and sun-proof lock-up office for the sole use of the PROJECT MANAGER and his representatives with a total floor area of not less than 15 square metres. The office shall be to the project manager's approval.</p> <p>The office shall be furnished with sufficient tables and chairs including sufficient stationery, airtime, printer, and laptop to be maintained throughout project period.</p> <p>The Contractor shall also provide, erect and maintain a water borne toilet facilities for the sole use of the PROJECT TEAM to the satisfaction of the Local Authorities and Public Health at his cost during the whole period of the Works. The office and closet shall be completed before the Contractor is permitted to commence the works. The office and latrine shall be removed on completion and the site made good.</p> <p><b>E</b></p> <p><b>PRICING NOTES</b></p> <p>The tenderer shall include for all cost in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.</p> <p><b>F</b></p> <p><b>GENERAL SPECIFICATIONS</b></p> <p>The Contractor is referred to the Ministry of Works General Specification for Building Works 1976 Edition Pages B1 - B2 inclusive and must allow for all costs in complying with these clauses.</p> <p><b>G</b></p> <p><b>FLUCTUATIONS</b></p> <p>Shall be applicable as per GCC Clause 45.1</p>			
	<b>Carried to Collection</b>		-

ITEM	DESCRIPTION	KSHS.	CTS.
<p><b>A</b></p> <p><b>B</b></p> <p><b>C</b></p> <p><b>D</b></p> <p><b>E</b></p>	<p><b>SECURITY OF THE WORKS</b> The Contractor shall allow for providing adequate security for the works and workers during the Contract. No claim will be entertained for lack of enough security in this respect.</p> <p><b>URGENCY OF THE WORKS</b> The Contractor should note that these works are very urgent and must be completed within the agreed contract period.</p> <p><b>PAYMENT FOR MATERIALS ON SITE</b> All materials for incorporation in the works must be in the site stores before they are considered for payment, unless specifically exempted by the Project Manager. This is to include materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.</p> <p><b>EXISTING SERVICES</b> Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the site and he/she shall make whatever provisions that may be required by the authority for support, maintenance and protection of such services.</p> <p><b>PHASED IMPLEMENTATION AND SECTIONAL COMPLETION</b> This is one project expected to be handed over complete and no phasing can be allowed. The last of the contract works are to be completed within the overall Contract Completion Period.</p>		
	<p><b>Carried to Collection</b></p>		

ITEM	DESCRIPTION	KSHS.	CTS.
<p><b>A</b></p> <p><b>PERFORMANCE BOND</b></p> <p>A performance bond in the form of unconditional bank guarantee required is 10% of the bid price. On award of contract, no payment on account for the works executed will be made to the Contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved bank.</p> <p><b>B</b></p> <p><b>TENDER DOCUMENT</b></p> <p>Tender documents are listed in the Instruction to Tenderers and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents.</p> <p>Tenders will be opened at the time specified in the letter accompanying these documents.</p> <p>Tenders delivered or received later than the above time will not be opened.</p> <p><b>C</b></p> <p><b>VALUE ADDED TAX</b></p> <p>The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 operative from 1st September, 1993 which requires payment of VAT on all contracts.</p> <p><b>The Contractor must therefore include V.A.T in their rates.</b></p> <p><b>D</b></p> <p><b>FORM OF CONTRACT</b></p> <p>The form of Contract shall be as stipulated in the Standard Procurement Document (SPD) for works (July, 2019) included under this Proposal. The Conditions of Contract are also included herein (<b>Section VIII - General Conditions GC</b>) Particulars of insertion to be made in the Particular Conditions of Contract will be found in Section IX.</p>			
	<b>Carried to Collection</b>		

ITEM	DESCRIPTION	KSHS.	CTS.
	<b>COLLECTION</b>		
	Brought Forward from Page 170		
	Brought Forward from Page 171		
	Brought Forward from Page 172		
	Brought Forward from Page 173		
	Brought Forward from Page 174		
	<b>TOTAL FOR PART NO 4 CARRIED TO MAIN SUMMARY KSHS.</b>		

**BILL NO. 5**

**GENERAL PRELIMINARIES**



ITEM	DESCRIPTION	KSHS.	CTS.
A	<p><b>ABBREVIATIONS CONTINUED..</b></p> <p>Throughout these bills, units of measurement and terms are abbreviated and shall be interpreted as follows</p> <p><b>"C-ESMP"</b>                      Shall mean Contractors' Environmental and Social Management Plan</p> <p><b>"PPE"</b>                              Shall mean Personal Protection Equipment</p> <p><b>"ESIP"</b>                              Shall mean Environmental and Social Implementation Plan</p> <p><b>"OHS"</b>                              Shall mean Occupational Health and Safety</p> <p><b>"OHSA"</b>                            Shall mean Occupational Health and Safety Authority</p> <p><b>"DOSH"</b>                            Shall mean Directorate of Occupational Safety and Health</p> <p><b>"Approved"</b>                        Shall mean approved by the Project Manager.</p> <p><b>"As directed"</b>                      Shall mean as directed by the Project Manager.</p>		
	<b>Carried to Collection</b>		

ITEM	DESCRIPTION	KSHS.	CTS.
A	<p><b>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</b></p> <p><b>Attendance;</b>            Clause B19(a) of the Standard Method of Measurement is deleted and the following Clause is substituted:-</p> <p>Attendance on nominated Sub-Contractors shall be given as an item in each case and shall be deemed to include: allowing use of standing scaffolding, mesh rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary, providing space for office accommodation, and for storage of plant and materials; providing light and water for the works; clearing away rubbish; unloading checking providing electric power and removing and replacing duct covers, pipe chasings and the like necessary for the execution and testing of Sub-Contractor's work and being responsible for the accuracy of the same.</p> <p><b>Fix Only;</b>            "Fix Only" Shall mean take delivery on site where necessary, distribute to position, hoist and fix only.</p>		
B	<p><b>THE EMPLOYER</b></p> <p>The term "Employer" and "Client" wherever used in the Contract Document shall be synonymous.</p>		
C	<p><b>PROJECT MANAGER</b></p> <p>The term "PM" wherever used in this Bills of Quantities shall be deemed to imply the Project Manager as defined in Conditions of Contract or such person or persons as may be duly authorized to represent him on behalf of the Employer. The Project Manager shall be deemed to mean Messrs.. Dama Services Ltd. of P.O. Box 9656-00100, NAIROBI,            Tel. Nos. +254 020-2628155 or +254-722 299466            Email: damaservices@gmail.com</p>		
D	<p><b>ARCHITECT</b></p> <p>The term Architect shall be deemed to mean Messrs. Dama Services Ltd. of P.O. Box 9656-00100, NAIROBI,            Tel. Nos. +254 020-2628155 or +254-722 299466            Email: damaservices@gmail.com</p>		
E	<p><b>QUANTITY SURVEYOR</b></p> <p>The term "Quantity Surveyor" shall be deemed to mean the firm of Messrs. Integra Consulting Limited of address P.O. Box 27974-00100 Nairobi. Tel: 020-2713061.            Email: info@integraconsulting.co.ke</p>		
	<b>Carried to Collection</b>		

ITEM	DESCRIPTION	KSHS.	CTS.
<b>A</b>	<p><b>ELECTRICAL ENGINEER</b></p> <p>The term "Electrical Engineer" shall be deemed to mean Messrs. Metrocom Consultants limited  P.O Box 27090 - 00100, Nairobi. Tel. No. +254 20 3572724 /5 /6  Email: metrocom@tms-cgroup.com</p>		
<b>B</b>	<p><b>MECHANICAL ENGINEER/WASH ENGINEER</b></p> <p>The term "Mechanical Engineer/WASH Engineer" shall be deemed to mean Messrs. Metrocom Consultants limited  P.O Box 27090 - 00100, Nairobi. Tel. No. +254 20 3572724 /5 /6  Email: metrocom@tms-cgroup.com</p>		
<b>C</b>	<p><b>STRUCTURAL &amp; CIVIL ENGINEER</b></p> <p>The term "Structural &amp; Civil Engineer" shall be deemed to mean Messrs. Inticom Consulting Ltd, P.O Box 14105 -00100, NAIROBI, Tel. No. +245 722343406  Email: inticomltd@gmai.com</p>		
<b>D</b>	<p><b>LEAD ENVIRONMENTAL EXPERT</b></p> <p>The term "Lead Environmental Expert" shall be deemed to mean Messrs. Information for Action Enterprises, P.O Box 14665 -00100, NAIROBI. Email:</p>		
<b>E</b>	<p><b>LEAD SOCIAL EXPERT</b></p> <p>The term "Lead Social Expert" shall be deemed to mean Messrs. Almaja Services Ltd, Email: almajaservices@gmail.com</p>		
	<b>Carried to Collection</b>		

ITEM	DESCRIPTION	KSHS.	CTS.
<b>A</b>	<p><b>PLANT, TOOLS AND VEHICLES</b></p> <p>Allow for providing all scaffolding, plants, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork, or temporary works of any kind should be afterwards in the permanent works.</p>		
<b>B</b>	<p><b>TRANSPORT</b></p>		
	<p>Allow for transport of workmen, materials, etc. to and from the site at such hours and by such routes as may be permitted by competent Authorities in liaison with the PROJECT MANAGER.</p>		
<b>C</b>	<p><b>MATERIALS AND WORKMANSHIP</b></p> <p>All materials and workmanship used in the execution of the works shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the contract is signed and shall also order for materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purposes of ordering materials.</p>		
<b>D</b>	<p><b>SIGN FOR MATERIALS SUPPLIED</b></p> <p>The Contractor shall be required to sign receipts for all articles and materials supplied by the Project Manager at the time of taking delivery thereof, as having received them in good order and condition, and will thereafter be responsible for any such loss or damage and for replacement of such any loss with articles and/or materials which shall be supplied by the Project Manager at the current market prices including Customs Duty and VAT, all at the Contractors own cost and expenses, to the satisfaction of the PROJECT MANAGER.</p>		
<b>E</b>	<p><b>STORAGE OF MATERIALS</b></p>		
	<p>The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER. NOMINATED SUB-CONTRACTORS are to be made liable for the cost of any storage accommodation provided specifically for their use.</p>		
	<p><b>Carried to Collection</b></p>		

ITEM	DESCRIPTION	KSHS.	CTS.
<b>A</b>	<b>SAMPLES</b>		
<b>B</b>	<p>The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval. The PROJECT MANAGER may reject any materials or workmanship in his opinion not to the approved sample. The PROJECT MANAGER shall arrange for testing of such materials as he/she may at his/her discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by Ministry of Public Works</p> <p>The procedure for submitting samples of materials for testing and the method of marking for identification shall be laid down by the PROJECT MANAGER. The</p>		
	<p><b>GOVERNMENT ACT REGARDING WORK PEOPLE ETC.</b>  Allow for complying with Government Acts, order and Regulations in connection with the employment of Labor and other matters related to the execution of the works. In particular, the Contractor's attention is drawn to the provisions of the Factory Act of 1950 and the Occupational Safety and Health Act(OSHA) 2007 and the tenderer must include for all costs arising or resulting from compliance with any Act Order or</p>		
<b>C</b>	<p>The Contractor must make himself fully acquainted with current Acts and Regulations including police regulations regarding movements, housing, security and control of labor, labor camps, passes for transport etc. It is important that the Contractor before tendering obtain information regarding all such regulations and/or restrictions which may affect the organization of the works, supply and control of labor etc: and allow accordingly in his tender. No claim shall be entertained for lack of knowledge in this respect.</p>		
<b>D</b>	<p><b>SECURITY OF WORKS, ETC.</b>  The Contractor shall be entirely responsible for the security of the works, materials, plant, personnel etc, both his own and subcontractor's and must provide all necessary watching, lighting and precautions necessary to ensure security against theft, loss or damage and the protection of the public.</p> <p><b>PROTECTIVE CLOTHING</b>  The Contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary.  The contractor is notified that in certain areas the workers will be required to put on special protective wear viz on the head, nose, ears, eyes, body and feet.  These shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, safety overalls, etc., according to the type of work. The Contractor shall ensure that safety helmets are worn by all staff at all times.  The Contractor shall allow for providing clean lab coat, reflector jacket safety boots and helmets to the Client's representatives and Consultants whenever they visit the site.  Allow for a minimum twelve people.</p>		
	<b>Carried to Collection</b>		

ITEM	DESCRIPTION	KSHS.	CTS.
A	<p><b>HEALTH AND SAFETY</b></p> <p>The Contractor shall comply at all times with the requirements of the Occupational Safety and Health Act (OSHA) 2007 and ensure that the safety of his work people and authorised visitors to the Site is protected at all times. In particular there shall be proper provision of planked footways and guard-rails to scaffolding, etc., protection against falling materials and tools and the Site shall be tidy and clear of debris. The Contractor shall appoint a safety officer as required by OSHA and notify the Directorate of Safety and Health Inspector of his name. The safety Officer shall be on Site at all times and all directions given by the PROJECT MANAGER to the Safety Officer shall be deemed to be Project Manager's Instructions, and shall be complied with promptly without additional cost to the contract.</p> <p>The PROJECT MANAGER shall be empowered to suspend work on the Site should he considers these conditions are not being observed, and no claim arising from such suspension will be allowed.</p>		
B	<p><b>PUBLIC AND PRIVATE ROADS</b></p> <p>Maintain as required throughout the execution of the works and make good any damage to Public or Private roads arising from or subsequent upon the execution of the works to the satisfaction of the local and other competent authority and the Project Manager.</p>		
C	<p><b>EXISTING PROPERTY</b></p> <p>The Contractor shall take every precaution to avoid damage to existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damages arising from the execution of this Contract at his own expense at his own cost to the satisfaction of the Project Manager.</p>		
D	<p><b>VISIT THE SITE AND EXAMINE DRAWINGS</b></p> <p>The Contractor is advised to examine the drawings and visit the site location of which is described in the Particular Preliminaries hereof in liaison with PROJECT MANAGER. He shall be deemed to have acquainted him/ herself therewith as to its nature, position, means of access or any other matter which may affect his tender. No claim arising from his failure to comply with this advice shall be entertained.</p>		
E	<p><b>ACCESS TO SITE AND TEMPORARY ROADS</b></p> <p>Means of accessing the site shall be agreed with the PROJECT MANAGER prior to commencement of the works and the Contractor must allow for building any necessary temporary access road for the transport of materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings or any other means of accessing the site. Upon completing the works, the Contractor shall remove temporary access roads, temporary culverts etc; and make good, reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER.</p>		
F	<p><b>AREA TO BE OCCUPIED BY THE CONTRACTOR</b></p> <p>The area of the site which may be occupied by the Contractor for site office, storage and for the purpose of erecting workshops etc; shall be defined on site by the PROJECT MANAGER.</p>		
	Carried to Collection		

ITEM	DESCRIPTION	KSHS.	CTS.
<b>A</b>	<b>PROJECT OFFICE</b>		
	<p>The Contractor shall erect and maintain where directed and afterwards dismantle the site office of the type noted in Particular Preliminaries, complete with furniture including sufficient stationery, airtime, printer, and laptop. He shall also provide strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including connections to the drain where applicable in conformity with Public Health Authorities and shall provide services of a cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to completion of the works and thereafter dismantle and make good disturbed surfaces. The office and the closet shall be erected before the contractor is permitted to commence the works. The Contractor shall make available on site as and when required by the PROJECT MANAGER a modern and accurate level together with leveling staff, ranging rods and 50 metre metallic or linen tape measure.</p>		
<b>B</b>	<p><b>WATER AND ELECTRICITY SUPPLY</b></p> <p>The Contractor shall provide at his own risk all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangement for connection to the nearest suitable water mains available and for metering the water used. He must also provide temporary water tank and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER. The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangement for augmenting this supply at his own cost.</p>		
<b>C</b>	<b>SANITATION</b>		
	<p>The sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Public Health and/or County Government, Labour Department and the PROJECT MANAGER. The contractor shall provide for site toilet facilities at a location agreed with each school authority.</p>		
<b>D</b>	<b>ACCIDENTS</b>		
	<p>The Contractor shall endeavour to ensure that no accident occurs at any of his sites by adopting best practices and the mitigation measures spelt out in the Environmental and Social Management Plan. One accident will be considered "one too many". However, should any accident or incident occur at any one time, the Contractor shall forthwith report the same to the Project Manager in writing, spelling out clearly the circumstances under which it occurred and await further instructions from the Project Manager. He shall forthwith report the accident to the Police and The Directorate of Occupational Safety and Health and cooperate with them to ensure thorough and conclusive investigations. All these shall be at his own cost and indemnify the affected party.</p>		
	<b>Carried to Collection</b>		

ITEM	DESCRIPTION	KSHS.	CTS.
<b>A</b>	<p><b>PRIME COST OR PC SUMS</b></p> <p>The term "Prime Cost or PC Sum" whenever used in these Bills of Quantities shall be expended upon the authority of the Project Manager.</p>		
<b>B</b>	<p><b>PROGRESS CHART</b></p> <p>The Contractor shall provide within two weeks of Possession of Site and in Agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Subcontractors; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on site. Progress to be recorded and chart to be amended as necessary as the work proceeds.</p>		
<b>C</b>	<p><b>ADJUSTMENT OF PC SUMS</b></p> <p>In the final account, all P.C Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract Sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C Sums shall be adjusted in the final account pro- rata to the amount paid. Items of attendance (as previously described) following P.C Sums shall be adjusted to the physical extent of the work executed (not pro-rata to the amount paid) and shall apply even though the Contractors Priced Bills shows a percentage in the rate column in respect of them.</p> <p>Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C Sum is included in the Bills of Quantities, profit and attendance will be allowed as it would be if the work were executed by a Nominated Sub-contractor.</p>		
	<b>Carried to Collection</b>		

ITEM	DESCRIPTION	KSHS.	CTS.
<b>A</b>	<p><b>ADJUSTMENT OF PROVISIONAL SUMS</b></p> <p>In the final account all Provisional Sums shall be deducted and the amount properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such works shall be valued as described for Variations in clause no. 13 of the FIDIC general conditions of contract, but the value of such work or articles for the work to be supplied by a Nominated Subcontractor, the value of such work or article to be supplied by a Nominated Supplier, the value of such work or article shall be treated as a P.C Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p>		
<b>B</b>	<p><b>NOMINATED SUB-CONTRACTORS</b></p>		
	<p>When any work is ordered by the PROJECT MANAGER to be executed by nominated Sub- contractors, the Main Contractor shall enter into a Sub-contract as described clause no. 5 of the FIDIC general conditions of contract and shall thereafter be responsible for such sub- contractors in every respect. Unless otherwise described, the Contractor is to provide for such Sub-contractors any or all the facilities in these Preliminaries. They should price for these with the nominated Subcontract Contractor's work concerned in the P.C Sums under the description "Add for Attendance".</p>		
<b>C</b>	<p><b>DIRECT CONTRACTS</b></p>		
<b>D</b>	<p>Notwithstanding the foregoing conditions, the Employer reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C Sum the priced Bills of Quantities will be adjusted as described for P.C Sums and allowed.</p> <p><b>ATTENDANCE UPON OTHER TRADESMEN ETC.</b></p> <p>The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or any other persons employed for the execution of any work not included in this Contract every facility for carrying out the work and for use in his ordinary scaffolding. The Contractor, however, shall perform such carting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these bills.</p>		
	<p><b>Carried to Collection</b></p>		

ITEM	DESCRIPTION	KSHS.	CTS.
<b>A</b>	<b>INSURANCE</b>		
	<p>The Contractor shall insure as required and as outlined in the Appendix to the Conditions of Contract. No payment on account in respect of the works shall be made to the Contractor unless he/she has satisfied the PROJECT MANAGER either by production of an Insurance Policy certificate that the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce receipted premium renewals for the PROJECT MANAGER's inspection.</p>		
<b>B</b>	<b>PROVISIONAL WORK</b>		
	<p>All work described as "Provisional" in these Bills of Quantities is subject to re-measurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract be left uncovered for a reasonable period of time to enable all measurements needed to be taken by the PROJECT MANAGER. Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects, he/she shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken afterwards reinstate at his own expense.</p>		
<b>C</b>	<p><b>ALTERATION TO BILLS, PRICING ETC.</b>  Any unauthorized alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and in any case be ignored. The Contractor shall be deemed to have made allowance in his/her prices generally to cover any items against which no price has been inserted in the Priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the prices of each item before they will be accepted.</p>		
<b>D</b>	<b>BLASTING OPERATIONS</b>		
	<p>Blasting shall only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.</p>		
	<b>Carried to Collection</b>		

ITEM	DESCRIPTION	KSHS.	CTS.
A	<p><b>MATERIALS ARISING FROM EXCAVATIONS</b></p> <p>Materials of any kind obtained from excavations shall be the property of the Client. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution for materials which the Contractor will otherwise have had to supply with the written permission of the PROJECT MANAGER. Should such permission be given, the Contractor shall make due allowance for materials so used at a price to be agreed.</p>		
B	<p><b>PROTECTION OF THE WORKS</b></p> <p>Provide protection of the whole of the works contained in the Bills of Quantities, including casing, casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which nevertheless have been done at completion free of cost to the Government.</p>		
C	<p><b>REMOVAL OF RUBBISH ETC.</b></p> <p>Removal of rubbish and debris from the buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion. The contractor is required to develop an integrated solid waste management plan and allow for construction of a simple kiln as directed on site to the</p>		
	<b>Carried to Collection</b>		





ITEM	DESCRIPTION	KSHS.	CTS.
<b>A</b>	<p><b>WORKS TO BE DELIVERED UP CLEAN</b></p> <p>Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metal work and leave the whole of the buildings water tight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER.</p>		
<b>B</b>	<p><b>GENERAL SPECIFICATION.</b></p>		
	<p>For the full description of materials and workmanship, method of execution of the works and notes for pricing, the Contractor is referred to Ministry of Public Works and Housing General Specification dated 1976 or any subsequent revision thereof, and which shall be allowed for in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.</p>		
<b>C</b>	<p><b>TRAINING LEVY</b></p>		
	<p>The Contractor's attention is drawn to legal notice No. 237 of October, 1971 which requires payment by Contractor of a Training levy at the rate of 1/4% of the Contract Sum on all Contracts of more than Kshs. 500,000.00 in value.</p>		
<b>D</b>	<p><b>MATERIALS ON SITE</b></p> <p>All materials for incorporation into the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Subcontractors and Nominated Suppliers.</p>		
<b>E</b>	<p><b>HOARDING</b></p>		
	<p>The Contractor shall enclose the site of the works under construction with a hoarding 2400mm high consisting of iron sheets on 100x50mm timber posts firmly secured at 1800mm centres with two 75x50mm timber rails. The Contractor is in addition required to take precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.</p>		
<b>F</b>	<p><b>CONTRACTOR'S SUPERINTENDENCE/ SITE AGENT</b></p> <p>The Contractor shall constantly keep on the works a literate English and Kiswahili speaking Agent Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the PROJECT MANAGER and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p>		
	<p><b>Carried to Collection</b></p>		






ITEM	DESCRIPTION	KSHS.	CTS
A	<p><b>COMPLIANCE TO ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN APPROVED BY NEMA</b></p> <p>The Contractor shall at his own cost fully comply with the Environmental and Social Management Plan as per the NEMA License. He shall ensure that all mitigation measures spelt out in the plan are strictly and fully adhered to. Failure to adhere to any of the terms spelt out in the plan may lead to suspension of the works by the Project Manager with all associated costs being borne by the Contractor. The contractor's attention is drawn to the annexed Generic ESMP Preliminaries Herein.</p> <p>The ESMP for this project provides all the details of project activities, impacts,</p>		
B	<p><b>ADHERENCE TO COVID-19 PREVENTION PROTOCOLS</b></p> <p>The contractor shall at his own cost put in place Covid-19 prevention Protocols and clearly elaborate them in a Covid-19 Action Plan all in compliance with Standards for Management of Construction Sites and Welfare of Workers and the Community by TheNational Construction Authority as clearly spelt out in the Ministry of Health Guidelines i.e. screening, hand wash points, mask wearing, social distance enforcement, controlled movement, communication principles etc.</p>		
	<p><b>Carried to Collection KSHS.</b></p>		

ITEM	DESCRIPTION	KSHS.	CTS.
	<b>COLLECTION</b>		
	Brought Forward from Page 177		
	Brought Forward from Page 178		
	Brought Forward from Page 179		
	Brought Forward from Page 180		
	Brought Forward from Page 181		
	Brought Forward from Page 182		
	Brought Forward from Page 183		
	Brought Forward from Page 184		
	Brought Forward from Page 185		
	Brought Forward from Page 186		
	Brought Forward from Page 187		
	Brought Forward from Page 188		
	Brought Forward from Page 189		
	Brought Forward from Page190		
	<b>TOTAL FOR PART NO 5 CARRIED TO MAIN SUMMARY</b>		

**PART NO. 6**  
**FURNITURE AND FURNISHINGS**

FURNITURE		
		IMAGE
ITEM	DESCRIPTION	
1.	Lift Lobby dust bins in stainless steel fitted lid.	
2.	Executive medium dust bins in stainless steel, fitted lid	
3.	TV – Lounge Sofa settee in genuine leather – 3 setter	  
4.	TV – Lounge Sofa settee in genuine leather – 1 setter	
5.	Coffee table with magazine rack with mahogany solid top.	 
6.	Credenza lockable cabinet. Size 2100L x 700D x 750Hmm.	

7.	Accessories – wall painting	
8.	Hostel Rooms – writing chair with arms in legs to fabric finish.	
9.	Hostel Bed & Beddings: - Box bed – 3 ½ x 6 feet 10. High density mattress with fabric covering – 3 ½ x 6 feet 11. Bed sheets in range 240 thread count, 100% cotton. 12. Stuffed pillows in hollow fiber (800gsms) with cotton cover. 13. Pillow cases in 100% cotton 14. ACRYLIC coloured blankets 15. Curtains fabric 16. Window shears 17. Box bed – 4 x 6 feet 18. Silentnight mattress with posture springs & double thick foam & fabric covering – 4 x 6 feet.	
19.	Room Accessories: - 19. Stainless steel paper basket. 20. Bedside hard wearing floor rug, bound all sides. Size – 1400 x 1000mm 21. Washroom bathroom mats/ shower mats.	

22.	Common washroom, shower curtains, water repellent fabric. Size 1800 x 1800mm	
23.	Reception Chair, chrome swivel chair with arms, leatherette finish	
24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38.	<p>Administration/ staff tables with cable management: -</p> <p>'L' shape tables. Size 1500L x 1500D x 720mm</p> <p>'L' shape table. Size 1400L x 1200D x 750H mm.</p> <p>Mobile pedestal with 3 drawers.</p> <p>Administration chairs, chrome swivel chair with arms, leatherette finish.</p> <p>Ditto, visitors chairs</p> <p>Lockable cabinets, low level. Size – 900L x 500D x 900H mm.</p> <p>High level cabinet with glass doors at the top &amp; solid doors at the bottom. Size 900L x 500D x 1800H mm.</p> <p>Library – Straight table. 1600L x 600D x 720H mm</p> <p>Library – Assorted table top screen in fabric. Size 1500L x 300H mm.</p> <p>Library – 'L' shape tables. Size 1600L x 1200D x 720H mm.</p> <p>Library – 'L' shape tables. Size 1800L x 1200D x 720H mm.</p> <p>Library – assorted table top screens in fabric. Size 1500L x 300H mm.</p> <p>Library – mobile pedestal with 3 drawers.</p> <p>Library – heavy commercial working tables for conservation &amp; cataloging. Size 2000L x 1500D x 750H mm.</p> <p>Library open shelves. Side laminated MDF legs with metal shelves. Size 900L x 500D x 1800H mm.</p>	 <p> <small>       A combination of drawer pedestal, shelf, and chest cabinet, it type is connected to L desk for extension of work surface and storage. Natural curves on the desk are ergonomically designed along with lines for talk with environment.     </small> </p>  

VIP LOUNGE/ DINING.

39. Executive lounge sofa settee chair with arms, in fabric finish.

40. Dining chair in thermoplastic material with arms in fabric finish.

41. Ditto high chair. Size 500L x 500D x 1200H mm

42. Coffee table. Size 1500L x 900D x 450H mm.

43. Dining Table in thermoplastic material with MDF top to acrylic paint polished finish. Size 900L x 900D x 750H mm.

44. Ditto, size 600L x 600D x 550H mm.



RESTAURANT DINING AREA.

45. Dining chair in thermoplastic material with arms in fabric finish.



46. Dining Table in thermoplastic material with MDF top to acrylic paint polished finish. Size 900L x 900D x 750H mm.

47. RESTAURANT – window curtain.


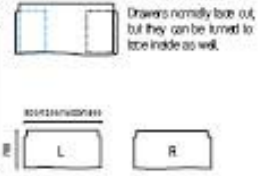



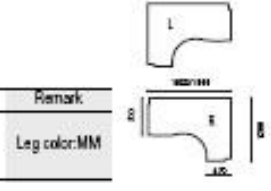

48. RESTAURANT – window shears

49. Window patterned curtains




<p>LIBRARY TABLES.</p> <p>50. Rectangular reading tables without screens. Size 1500L x 900D x 720H mm.</p> <p>51. Rectangular reading tables with screens. Size 1500L x 900D x 720H mm.</p> <p>52. Table top screens with fittings accessories. Size 1600L x 300H mm.</p> <p>53. Table top screens with fittings accessories. Size 450L x 300H mm.</p>	
<p>LIBRARY CHAIRS.</p> <p>54. Student Library ply/hard plastic chairs (stackable).</p>	
<p>55. Library Computer information table with side partitions on both sides for an enclosed cubicle; metal legs; slide out keyboard tray; cable managed system. Size 100L x 600D x 750H mm.</p> <p>56. Library Reference table. Size 900L x 500D x 1100H mm</p>	

CLASSES, SEMINAR & OFFICES		
57.	Classroom rectangular writing table with metal legs. Size 900L x 900D x 720Hmm.	
58.	Classrooms rectangular Supervisors tables with legs. Size 1600L x 900D x 720H mm	
59.	Classrooms chairs. Student ply/ hard plastic chairs (stackable).	
60.	Classroom lockable low level cabinets. Size 900L x 500D x 900H mm.	
61.	Seminar chair, cantilever chair to fabric finish.	
62.	Seminar Supervisor table. Rectangular writing table with metal legs. Size 1500L x 900D x 720Hmm.	
63.	Seminar lockable high level cabinet with glass doors at the top & solid doors at the bottom. Size 900L x 500D x 1800H mm.	
64.	Seminar lockable high level cabinet with glass doors at the top & solid doors at the bottom. Size 900L x 500D x 1800H mm.	
		
		

BREAKOUT ROOMS 1.		<p><b>Desks</b></p> <p><b>Regular desk: curved top</b></p>  <table border="1"> <thead> <tr> <th>code</th> <th>color</th> <th>size (W • D • H)</th> <th>Remark</th> </tr> </thead> <tbody> <tr> <td>SD008L</td> <td rowspan="8">MC/BEMG</td> <td>800 • 700 • 720</td> <td rowspan="8">Leg color:MM</td> </tr> <tr> <td>SD008R</td> <td>800 • 700 • 720</td> </tr> <tr> <td>SD012L</td> <td>1200 • 700 • 720</td> </tr> <tr> <td>SD012R</td> <td>1200 • 700 • 720</td> </tr> <tr> <td>SD014L</td> <td>1400 • 700 • 720</td> </tr> <tr> <td>SD014R</td> <td>1400 • 700 • 720</td> </tr> <tr> <td>SD016L</td> <td>1600 • 700 • 720</td> </tr> <tr> <td>SD016R</td> <td>1600 • 700 • 720</td> </tr> </tbody> </table> <p>Drawers normally face out, but they can be turned to face inside as well.</p> 	code	color	size (W • D • H)	Remark	SD008L	MC/BEMG	800 • 700 • 720	Leg color:MM	SD008R	800 • 700 • 720	SD012L	1200 • 700 • 720	SD012R	1200 • 700 • 720	SD014L	1400 • 700 • 720	SD014R	1400 • 700 • 720	SD016L	1600 • 700 • 720	SD016R	1600 • 700 • 720
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SD016L		1600 • 700 • 720																						
SD016R		1600 • 700 • 720																						
65.	Breakout rectangular Supervisors tables with legs. Size 1800L x 900D x 720H mm																							
66.	'L' shape table. 1500L x 1200D x 750H mm.																							
67.	Mobile lockable pedestal with 3 drawers																							
68.	Working chair, chrome swivel chair with arms, leatherette finish.																							
69.	Ditto, visitors chairs																							
70.	Lockable cabinets, low level. Size – 900L x 500D x 900H mm.	<p><b>Regular desk: straight top</b></p>  <table border="1"> <thead> <tr> <th>code</th> <th>color</th> <th>size (W • D • H)</th> <th>Remark</th> </tr> </thead> <tbody> <tr> <td>SD008</td> <td rowspan="4">MC/BEMG</td> <td>800 • 700 • 720</td> <td rowspan="4">Leg color:MM</td> </tr> <tr> <td>SD012</td> <td>1200 • 700 • 720</td> </tr> <tr> <td>SD014</td> <td>1400 • 700 • 720</td> </tr> <tr> <td>SD016</td> <td>1600 • 700 • 720</td> </tr> </tbody> </table> 	code	color	size (W • D • H)	Remark	SD008	MC/BEMG	800 • 700 • 720	Leg color:MM	SD012	1200 • 700 • 720	SD014	1400 • 700 • 720	SD016	1600 • 700 • 720								
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SD014		1400 • 700 • 720																						
SD016		1600 • 700 • 720																						
71.	High level cabinet with glass doors at the top & solid doors at the bottom. Size 900L x 500D x 1800H mm.	<p><b>"L" - shaped desk</b></p> <p>This desk is designed for the computer user, and office placement of office machines is easy, plenty of work space remains available even when a computer is on top. Caps are on the corners for running wires through</p>  <table border="1"> <thead> <tr> <th>code</th> <th>color</th> <th>size (W • D • H)</th> <th>Remark</th> </tr> </thead> <tbody> <tr> <td>SD316L</td> <td rowspan="4">MC/BEMG</td> <td>1600 • 1200 • 720</td> <td rowspan="4">Leg color:MM</td> </tr> <tr> <td>SD316R</td> <td>1600 • 1200 • 720</td> </tr> <tr> <td>SD318L</td> <td>1800 • 1200 • 720</td> </tr> <tr> <td>SD318R</td> <td>1800 • 1200 • 720</td> </tr> </tbody> </table> 	code	color	size (W • D • H)	Remark	SD316L	MC/BEMG	1600 • 1200 • 720	Leg color:MM	SD316R	1600 • 1200 • 720	SD318L	1800 • 1200 • 720	SD318R	1800 • 1200 • 720								
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SD316L	MC/BEMG	1600 • 1200 • 720	Leg color:MM																					
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SD318L		1800 • 1200 • 720																						
SD318R		1800 • 1200 • 720																						
		<p><b>PUZZLE PLUS series</b></p> <p><b>Pedestal</b></p>  <p>High quality ABS on drawer fronts give high fashion appearance and the unit is finished with spray paint for superb color presentation.</p> <p>Standard depth drawers</p>																						

<p>72. BOARDROOM Modular Boardroom table with cable management. Size 3000L x 1200D x 750H mm</p> <p>73. Boardroom chairs, swivel to fabric finish.</p> <p>74. Lockable cabinets, low level. Size – 900L x 500D x 900H mm.</p>	 
<p>75. AUDITORIUM Portable podium with N.I.A logo</p> <p>76. Auditorium chairs, chrome legs, hard plastic flexible seat finish. @ 52,000</p> <p>77. Lockable cabinets, low level. Size – 900L x 500D x 900H mm.</p> <p>78. High level cabinet with glass doors at the top &amp; solid doors at the bottom. Size 900L x 500D x 1800H mm.</p> <p>79. Auditorium patterned curtains</p>	  

<p>80. MEETING ROOMS 1 &amp; 2 Meeting Room chair, chrome swivel chair with arms, leatherette finish.</p> <p>81. Meeting Room rectangular writing table with metal legs. Size 1500L x 900D x 720Hmm.</p>		 A photograph of a meeting room. The room features a bright blue wall on the left and a white wall on the right with a window. The floor is light-colored and reflective. Rows of rectangular writing tables with metal legs and black chairs are arranged in the room. The tables are oriented towards the front of the room, and the chairs are positioned behind them. The room is well-lit by recessed ceiling lights.
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## INTRODUCTION

The site for this works will be carried out at the SEQIP CEMASTEVA, PROPOSED ULTRA MODERN TRAINING CENTRE.

Installation of furniture will be done in newly constructed Training Centre at Seqip Cemastea. Hereunder is the breakdown of the Accommodation per floor: -

### SCOPE OF WORK – Standard Furniture.

1. A site visit is recommended by the Furniture Contractor to understand the finishing of the newly constructed offices space and view it in relation to the projected new furniture and signage to be installed as indicated in the Furniture Bills of Quantities.
2. Scope of work includes NEW installation of ALL Accommodation Room furniture in preparation to accommodate new electrical, ICT and sound/discussion system. Introduction of concealed cable management trays for the proposed furniture for the different Training Centre space will be required.

Signage; indoor potted plants and accessories will be installed as per the specifications provided.

3. Samples of MDF high quality veneers laminated finish; fabric & genuine leather upholstery; polyurethane finish & paint will be required for each item, before commencement of installation on every task.

4. The selected sub-contractor will work hand in hand with the selected builders main contractor; electrical & sound system sub-contractor to finish/install the new furniture to design specification.

5. Catalogues of the furniture to be supplied with the Bills of Quantities on submission.

6. The supplier is to indicate the guarantee/warranty of the furniture to be supplied.

Project co-ordination between the Furniture Contractor with the other selected sub-contractor will be required in order to execute their works (electrical, equipment and main/general contractors).

7. ANNEX A - Furniture layout plans.
8. ANNEX B - Furniture Detail and Design







ACCOMMODATION FACILITY – Lower Ground Floor; Ground Floor & First Floor

Item	Description	Unit	Quantity	Rate	Kshs.	Cts.
	Collection					
	Total from page 6/2					
	Total from page 6/3					
	Total from page 6/4					
	To Summary					

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## INTRODUCTION

The site for this works will be carried out at the SEQIP CEMASTEVA, PROPOSED ULTRA MODERN TRAINING CENTRE.

Installation of furniture will be done in newly constructed Training Centre at Seqip Cemastea. Administration Services, Accommodation Facility, Lecture Auditorium; Classrooms & Offices and Library.

### SCOPE OF WORK – EXECUTIVE FURNITURE.

1. A site visit is recommended by the Furniture Contractor to understand the finishing of the newly constructed offices space and view it in relation to the projected new furniture and signage to be installed as indicated in the Furniture Bills of Quantities.

2. Scope of work includes NEW installation of ALL offices, Training Centre furniture in preparation to accommodate new electrical, ICT and sound/discussion system. Introduction of concealed cable management trays for the proposed furniture for the different office space will be required.

Signage; indoor potted plants and accessories will be installed as per the specifications provided.

3. Samples of MDF high quality veneers laminated finish; genuine leather upholstery; polyurethane finish & paint will be required for each item, before commencement of installation on every task.

4. The selected sub-contractor will work hand in hand with the selected builders main contractor; electrical & sound system sub-contractor to finish/install the new furniture to design specification.

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7. ANNEX A - Furniture layout plans.

BASEMENT 01 & 02 FLOOR; GROUND FLOOR; FIRST FLOOR					
Item	Description	Unit	Quantity	Rate	Kshs. Cts.
<b>A</b>	<b>CIRCULATION/LOBBIES</b>				
	<u>Accessories</u>				
1.0	Lift Lobby dust bins in stainless steel with screwed fitting lid.	Nos.	8		
1.1	Standard potted plant in clay pots with tray. Size of pot 600mm high.	Nos.	10		
<b>B</b>	<b>RECEPTION, RESTAURANT SERVERY, LUGGAGE COUNTER, ACCOMMADATION COUNTER, BEVERAGE COUNTER</b>				
	Supply and install "L" shape Executive two leveled Reception counter in high quality mahogany veneers with a base of mahogany laminated particle board & 1 inch blockboard framework and heat sealed melamine edges. Install aluminium molding for wire management system and veneered MDF mahogany side & front panel with stainless steel and glass counter top on the upper level and natural granite on the lower level to design specifications. (see annex document).				
2.0	Reception; U shape Size 8000L x 2000D x 1100Hmm	Nos.	1		
2.1	Beverage & Luggage; Straight counter Size 3000L x 900D x 900Hmm	Nos.	2		
2.2	Servery Restaurant; counter Size 7000L x 900D x 900H mm	Nos.	1		
2.3	Accommodation Check in Counter. Size 3000L x 2000D x 1100H mm	Nos.	1		
	<u>Lounge Chairs</u>				
	Plywood – The plywood for the sofa skeleton contains little moisture and formaldehyde emissions are minimal.				
	Webbing – The webbing in the sofa to be used should be of high-strength elastic. The seat pan and back rest are made by tightly interlacing bands with a tensile strength.				
	Foam – Highly rubbery polyurethane foam, than the genuine leather to be installed.				
	Supply and install Executive Lounge Sofa settee chairs with arms & appropriate timber frame to genuine leather finish and mahogany polished timber legs.				
2.4	Size 1800L x 900D x 900H mm	Nos.	4		
2.5	Size 800L x 900D x 900H mm	Nos.	48		
	<u>Coffee Table</u>				
	Supply and install Executive Coffee table with magazine rack & solid mahogany timber panel legs to design specification.				
2.6	Size 700 diameter x 450H mm	Nos.	24		
	<u>Accessories</u>				
2.7	PRESIDENTIAL PORTRIAT in non-reflective glass.	Nos.	1		
	Artistic wall painting.				
2.8	Size 1000 x 600mm.	Nos.	12		
				To Collection	

<b>BASEMENT 01 &amp; 02 FLOOR; GROUND FLOOR; FIRST FLOOR</b>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Kshs. Cts.</b>
2.9	Standard potted plant in clay pots with tray. Size of pot 900mm high.	Nos	10		
<b><u>WINDOW FINISH</u></b>					
3.0	Window finish – Curtains/ Vertical Blinds on the external windows including all closing & opening accessories.	Items			
3.1	Lift Glass Guard finish – Stained glass panels for the windows at the Reception space. Size 1200W x 2400H mm	Nos	8		
<u>Administration Offices, Business Centre/ Opac/ Bureau, Editing Studio, Broadcasting Studio, ICT Offices.</u>					
Furniture for the Training Centre & Business Centre. Install furniture that is durable with 10 years guarantee. Administration tables with cable management system.					
3.2	'L' shape tables 1600L x 1200D x 720Hmm (right side)	Nos	6		
3.3	Mobile pedestal with lockable 3 drawers.	Nos	30		
3.4	Straight table 1000L x 700D x 720Hmm	Nos	53		
3.5	Executive desk 2400 x 900 x 720H mm	Nos	1		
<u>Administration/ Staff Chairs.</u> Supply and install Reception & Secretary's Office chair with synchronized seat/ back tilting mechanism, medium back swivel chairs with arms & appropriate plywood timber frame to					
3.6	tearnerette timber and chrome castor legs/wheels. Chair feature has a locking mechanism that locks the seat and back angle in any position & returns to it. Size 750L x 750D x 1100H mm	Nos	73		
3.7	Ditto, Admin. Visitors Chairs	Nos	20		
<u>Lockable cabinets</u>					
Supply portable low level lockable cabinet with 1" MDF framework to high quality veneers with melamine edges finish to design specification.					
3.8	Size 900L x 500D x 900H mm	Nos	33		
Supply portable high level lockable cabinet with 1" MDF framework to high quality veneers with melamine edges finish on the lower side and glass doors on the upper level to design specification.					
3.9	Size 900L x 500D x 1800H mm	Nos	20		
<u>Teaching Lab Recording Studio; Training Room 01 &amp; 02; Computer Lab Teleconference.</u>					
Table. Supply and install 'L' shape table in mahogany veneers with a base of MDF and heat sealed melamine edges. Install aluminium molding for wire management system and veneered MDF mahogany side & modesty front panel to design specifications.					
3.10	Table – Size 1500L x 1200D x 750H mm	Nos	18		
3.11	Table – Size 1000L x 1000D x 750H mm	Nos	17		
					To Collection

BASEMENT 01 & 02 FLOOR; GROUND FLOOR; FIRST FLOOR					
Item	Description	Unit	Quantity	Rate	Kshs. Cts.
3.12	<p>Conference Chair Supply and install standard Chair with synchronized seat/ back tilting mechanism, medium back swivel chairs with arms &amp; appropriate timber framework to fabric finish and chrome castor legs/wheels. Chair feature has a locking mechanism that locks the seat and back angle in any position &amp; returns to it.</p> <p>Size 750L x 750D x 900H mm</p>	Nos.	115		
	<u>Credenza cabinet</u>				
3.13	<p>Supply portable low level lockable cabinet with laminated MDF framework to high quality veneers with melamine edges finish to design specification.</p> <p>Size 1800L x 500D x 900H mm</p>	Nos.	8		
<b>D</b>	<b>RESTAURANT/ DINING AREA &amp; RESTAURANT</b>				
	<u>Chairs</u>				
	Plywood – The plywood for the sofa skeleton contains little moisture and formaldehyde emissions are minimal.				
	Webbing – The webbing in the sofa to be used should be of high-strength elastic. The seat pan and back rest are made by tightly interlacing bands with a tensile strength.				
	Foam – Highly rubbery polyurethane foam, than upholstery fabric to be installed.				
4.0	<p>Supply and install Executive Lounge Sofa settee chairs with arms &amp; appropriate timber frame to upholstery fabric finish and mahogany polished timber legs.</p> <p>L shaped Size 8000L x 1000D x 900H mm</p>	Nos.	2		
	<u>Dining Chair.</u>				
4.1	<p>Supply and install Dining chair in thermoplastic material medium back with arms in fabric finish.</p> <p>Size 500L x 500D x 1000H mm.</p>	Nos.	100		
	<u>Tables</u>				
	<u>Dining Table.</u>				
4.2	<p>Supply and install Dining tables in thermoplastic material with a MDF table top to acrylic paint polished finish.</p> <p>Size 900L x 900D x 750H mm</p>	Nos.	36		
	<u>Waiters Cabinets</u>				
4.3	<p>Supply &amp; install low level closed cabinets with open shelves at the top in mahogany finish.</p> <p>Size 1000L x 500D x 1800H mm</p>	Nos.	3		
	<u>Accessories</u>				
4.4	<p>Artistic wall painting.</p> <p>Size 1000 x 600mm.</p>	Nos.	4		
				To Collection	

BASEMENT 01 & 02 FLOOR; GROUND FLOOR; FIRST FLOOR					
Item	Description	Unit	Quantity	Rate	Kshs. Cts.
<b>E</b>	<b>AUDITORIUM</b>				
	<u>Stage</u>				
	Supply & install portable Executive podium in 1" MDF framework to high quality veneers with melamine edges finish with LOGO on the front facing to design specification				
5.0	Size 600L x 600D x 1000H mm <u>Auditorium Chair</u> Supply and install MEDIUM back Auditorium chair with steel legs to hard wearing fabric finish with an enclosed adjustable writing tablet fitted with bolts onto the finished floor and connected from one seat to another in modular form.	Nos.	4		
5.1	Size 750L x 750D x 1100H mm	Nos.	210		
<b>A</b>	<b>LIBRARY AND DISCUSSION ROOMS</b>				
	<b>RECEPTION COUNTERS</b>				
	Information Desk/ Counter for the Library Departments				
	Supply and install "L" shape Executive two leveled Reception counters in high quality mahogany veneers with a base of mahogany laminated particle board framework and heat sealed melamine edges. Install aluminium molding for wire management system and veneered MDF mahogany side & front panel with stainless steel and glass counter top on the upper level and natural granite on the lower level to design specifications (see annex document).				
6.0	'L' shape Size 3000L x 2000D x 1100Hmm Receipt/Issue Desk Curved counter <u>Library tables.</u> Rectangular and reading tables with metal legs (cable management system) to have with OR without table top screens. Rectangular reading tables with screens.	Nos.	1		
6.1	Size 2200L x 1400D x 720Hmm Rectangular reading tables without screens.	Nos.	4		
6.2	Size 1500L x 900D x 720Hmm Table top front screens for above item 1.3 including all accessories for installation.	Nos.	8		
6.3	Size 2300L x 300Hmm	Nos.	4		
6.4	Size 450L x 300Hmm	Nos.	8		
	<u>Discussion Room Tables</u> Circular Discussion tables. Size 900 Diameter x 720Hmm	Nos.	4		
	<u>Library and Discussion Chairs.</u> Student Library ply/ hard plastic chairs (stackable)	Nos.	60		
					To Collection



BASEMENT 01 & 02 FLOOR; GROUND FLOOR; FIRST FLOOR					
Item	Description	Unit	Quantity	Rate	Kshs. Cts.
7.4	Rectangular tables (cable management system) to have with table top screens. Rectangular tables with screens. Size 3000L x 750D x 720Hmm Table top front screens for above item 1.3 including all accessories for installation.	Nos.	1		
7.5	Size 3000L x 300Hmm	Nos.	1		
7.6	Size 450L x 300Hmm <u>Chairs.</u> Supply and install Reception & Secretary's Office chair with synchronized seat/ back tilting mechanism, medium back swivel chairs with arms & appropriate plywood timber frame to leatherette finish and chrome castor legs/wheels. Chair feature has a locking mechanism that locks the seat and back angle in any position & returns to it.	Nos.	3		
7.7	Size 750L x 750D x 1100H mm	Nos.	3		
7.8	Executive Chair Size 750L x 750D x 1100H mm <u>Lounge Chairs</u> Plywood – The plywood for the sofa skeleton contains little moisture and formaldehyde emissions are minimal. Webbing – The webbing in the sofa to be used should be of high-strength elastic. The seat pan and back rest are made by tightly interlacing bands with a tensile strength. Foam – Highly rubbery polyurethane foam, than the genuine leather to be installed. Supply and install Executive Lounge Sofa settee chairs with arms & appropriate timber frame to genuine leather finish and mahogany polished timber legs.	Nos.	1		
7.9	Size 2700L x 900D x 900H mm	Nos.	1		
7.10	Size 800L x 900D x 900H mm <u>Coffee Table</u> Supply and install Executive Coffee table with magazine rack & solid mahogany timber panel legs to design specification.	Nos.	4		
7.11	Size 700 diameter x 450H mm	Nos.	1		
7.12	Size 1500L x 900 x 450H mm. <u>Lockable Cabinets</u> Supply portable high level lockable cabinet with 1" MDF framework to high quality veneers with melamine edges finish on the lower side and glass doors on the upper level to design specification.	Nos.	1		
7.13	Size 1200L x 500D x 2400H mm	Nos.	2		
7.14	Size 1200L x 500D x 1800H mm <u>Lockable wardrobe cabinets &amp; Low level Kitchen Cabinet</u> Supply & install in built MDF laminated cabinet.	Nos.	3		
7.15	Size 1200L x 600D x 2400H mm Supply & install in built MDF laminated cabinet with Granite countertop	Nos.	1		
7.16	Size 3000L x 600D x 900H mm <u>Accessories</u>	Nos.	1		
7.17	PRESIDENTIAL PORTRIAT in non-reflective glass.	Nos.	1		
7.18	Artistic wall painting. Size 1000 x 600mm.	Nos.	4		
7.19	Standard potted plant in clay pots with tray. Size of pot 900mm high.	Nos.	4		
				To Collection	

BASEMENT 01 & 02 FLOOR; GROUND FLOOR; FIRST FLOOR					
Item	Description	Unit	Quantity	Rate	Kshs. Cts.
	Collection				
	Total from Page 6/7				
	Total from Page 6/8				
	Total from Page 6/9				
	Total from Page 6/10				
	Total from Page 6/11				
	Total from Page 6/12				
	To Summary				



**PART NO. 7**

**OFFICE EQUIPMENT INSTALLATIONS**

**SUPPLY OF OFFICE EQUIPMENT AT THE ULTRA-MODERN TRAINING CENTER-CEMASTEA IN  
KAREN, NAIROBI**

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT					
				KSHS	KSHS.					
10.1.01	<b>Supply, install, test and commission the following items.</b>	No.	30							
	<b>Complete with appropriate Licenced software</b>									
	<b>All-in-One Desktop Computer:</b>									
	<b>All-in-One Desktop:</b> 13th Gen Intel® Core™ i7 Intel 16 cores (8 P-cores + 8 E-cores) and 24 threads. Integrated Intel UHD Graphics 770									
	System Memory Standard 16 GB: 2 x 8 GB, DDR5, 4800 MT/s; up to 64 GB									
	Storage Subsystem minimum 512 GB, M.2, PCIe NVMe, SSD									
	Monitor Display/Graphics at least 27" Full HD Display HDR 10									
	Compatible.Built-in Speakers									
	1 x USB Enhanced keyboard									
	1 x USB Optical Wheel Mouse									
	Audio: Stereo audio system with 2 speakers, 2 x Audio ports: headphone and microphone									
	Communication interface: Intel® 82578DM, 10/100/1000 Mbps Gigabit Ethernet									
	2 SuperSpeed USB Type-A 5Gbps signaling rate, 2 USB Type-A 2.0, HDMI-out 1.4; ethernet port, and a headphone/microphone combo									
	• Operating System: Windows 11 Pro (Microsoft verified license)									
	• Licnced Microsoft Office Proffesional and Adobe Pro.									
	Operating System: Factory Installed Secure industry standard operating system with perpetual licenses with graphical interface and easy to use									
	Productivity Software: Appropriate productivity software suite which is perpetual licensed (Windows 11 Pro)									
	Reliability and durability: Meet MIL-STD 810G standards									
	Anti-virus: Perpetual antivirus and antimalware functionality									
	Power supply 220 - 240 VAC , 50/60 Hz(auto-sensing)									
	Original detailed and highlighted Brochures/Datasheet MUST be submitted									
	<b>Warranty One (1) Year</b>									
	<b>TOTAL CARRIED FORWARD TO COLLECTION PAGE No. 3</b>									

**SUPPLY OF OFFICE EQUIPMENT AT THE ULTRA-MODERN TRAINING CENTER-CEMASTEA IN KAREN, NAIROBI**

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
				KSHS	KSHS.
10.1.02	<b>Supply, install, test and commission the following items.</b>	No.	4		
	<b>Complete with appropriate Licenced software</b>				
	<b>Multifunctional printer (MFP)</b>				
	Printer: All in one Print, Scan, Copy, Fax				
	• Function: Print, Scan, Copy, Fax				
	• Max Paper Size: A3, SRA3				
	• Finishing: Available				
	• Letter: 40 ppm, Legal: 24 ppm, Ledger: 20 ppm				
	• Max Paper Capacity: 3,625				
	• Output: Colour & Black and White (B/W)				
	• Continuous output speed: 55 ppm				
	• Built in finisher to print both sides and staple				
	• High capacity Single Pass Document Feeder (SPDF)				
	• Display: 10.1 inch Color Touch Screen Control Panel				
	• Warm-up time 17 seconds				
	• First copy speed: B/W 2.9 seconds, full color: 4.2 seconds				
	• Memory/Hard Disk Drive: 4GB RAM/32GB SSD/320GB				
	HDD Standard, 1TB HDD (option)				
	• Monthly Duty Cycle: 175,000 Pages per Month				
	• SPDF capacity: 220 sheets				
	• Dimensions SPDF model (WxDxH): 587 x 701 x 963 mm				
	• Power source: 220 - 240 V, 50 - 60 Hz				
	complete with printer management software as MyQ perpetual				
Licence as Ricoh IM C4000 or Equal and Approved					
• Purchased through local (Kenyan) authorized distribution channels					
<b>TOTAL CARRIED FORWARD TO COLLECTION PAGE No. 3</b>					

**SUPPLY OF OFFICE EQUIPMENT AT THE ULTRA-MODERN TRAINING CENTER-CEMASTEA IN  
KAREN, NAIROBI**

ITEM	DESCRIPTION				AMOUNT
					SHS.
	COLLECTION PAGE				
	BROUGHT FORWARD FROM PAGE No. 1				
	BROUGHT FORWARD FROM PAGE No. 2				
	TOTAL CARRIED FORWARD TO ELECTRICAL SERVICES SUMMARY PAGE No. M/S				

**PART NO. 8**  
**PROVISIONAL SUMS**

NO.	DESCRIPTION			
	<b>PART NO. 8</b>			
	<b>PROVISIONAL SUMS</b>			
	<b>ELEMENT NO. 1</b>			
	<b>NOTES:</b>			
	1. The following sums may be expended in whole or in part at the sole discretion and on the sole written authority of the Project Manager.			
	2. The following sums <b>include</b> 16% V.A.T.  Provide Provisional Sums to cover the cost of the following items to be carried out at Main Contractor's Bill rates or rates pro-rata thereto:			
<b>A</b>	<b><u>On-costs and Attendance</u></b>			
	Shillings Six Million ( <b>Shs. 6,000,000.00</b> ) only for On-costs on Specialists work and Attendance by the Main Contractor;	Item		6,000,000.00
<b>B</b>	<b><u>Contingencies</u></b>			
	Shillings Six Million Five Hundred Thousand ( <b>Shs. 6,500,000.00</b> ) only for contingencies to cover cost of any unforeseen or minor additional works;	Item		6,500,000.00
	<b>Total Amount of Element No. 1 Provisional Sums Carried to Part Summary</b>			<b>12,500,000.00</b>

NO.	DESCRIPTION		
	<b><u>SUMMARY</u></b>		
	<b><u>PROVISIONAL SUMS</u></b>		
	<b><u>ELEMENT NO.</u></b>	<b><u>ELEMENT</u></b>	
	1	Provisional Sums	12,500,000.00
	<b>TOTAL FOR PROVISIONAL SUMS TO MAIN SUMMARY</b>		<b>12,500,000.00</b>

## **PART 9**

### **MAIN SUMMARY**

Based on stated Completion of 4 (Four ) CALENDAR MONTHS

**PART NO. 8**

**SPECIFICATIONS**  
**AND**  
**BILLS OF QUANTITIES**  
**FOR**

**SUPPLY OF FURNITURE, FURNISHINGS AND OFFICE EQUIPMENT**  
**AT**  
**THE ULTRA MODERN TRAINING FACILITY AT CEMASTEAM-KAREN, NAIROBI COUNTY**

**MAIN SUMMARY**

PART NO.	PART	PAGE NO.	KSHS.	CTS.
	<b><u>BILLS OF QUANTITIES FOR: -</u></b>			
6	Furniture and Furnishings	6/21		
7	Office Equipment Installations	7/3		
	<b><u>Sub-Total</u></b>	<b>Shs.</b>		
4	Particular Preliminaries	175		
5	General Preliminaries	191		
8	Provisional Sums	8/2	12,500,000	00
<b><u>TOTAL AMOUNT OF TENDER (V.A.T Inclusive)</u></b>		<b>KSHS</b>		

**TOTAL AMOUNT OF TENDER IN WORDS KENYA SHILLINGS:**

**PART NO. 9**  
**SPECIFICATIONS**  
**AND**  
**BILLS OF QUANTITIES**  
**FOR**  
**SUPPLY OF FURNITURE, FURNISHINGS AND OFFICE EQUIPMENT**

**AT**  
**THE ULTRA-MODERN TRAINING FACILITY ATCEMASTE IN KAREN, NAIROBI**

**MAIN SUMMARY (Ctd).**

**(TENDER )**

Signature of Tenderer .....

Name of Tenderer .....

Address .....

.....

Date .....

Signature of Witness .....

Name of Witness .....

Address .....

.....

Date .....