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STATE DEPARTMENT FOR BLUE ECONOMY AND FISHERIES  
AQUACULTURE BUSINESS DEVELOPMENT PROGRAMME**

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IFAD Building

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P. O. Box 904, 10100, Nyeri

**CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5 ) RIPARIAN  
COUNTIES OF LAKE VICTORIA**

IFAD LOAN NO: ABDP

COUNTRY: KENYA

PROJECT: ABDP

<b>NAME AND ADDRESS OF PROCURING ENTITY:</b>	<b>AQUACULTURE BUSINESS DEVELOPMENT PROGRAMME</b> IFAD Building, Kamakwa Road (Opp. Nyeri Club) P.O. Box 904-10100 NYERI Email: <a href="mailto:info@abdpcu.org">info@abdpcu.org</a> Telephone: +254(0)721490056/750484817/754929293
<b>INVITATION TO TENDER (ITT) NO.:</b>	KEN-2000001132-0272-W-ICB
<b>TENDER NAME:</b>	CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5 ) RIPARIAN COUNTIES OF LAKE VICTORIA
<b>ISSUED ON:</b>	ISSUE DATE: April 29, 2025
<b>TENDER CLOSING DATE:</b>	17th June 2025, TIME: 1100HRS EAT
<b>TENDER OPENING DATE:</b>	17th June 2025, TIME: 1130HRS EAT

APRIL 2025

# Summary Description

## Request for Bids for Procurement of Large Works

### Part 1 – Bidding and Selection Procedures

#### Section I Instructions to Bidders (“ITB”)

This section provides information to help prospective bidders prepare their bids; it also provides information on the submission, opening, and evaluation of bids and on the award of contracts. The text of the clauses in this section shall not be modified.

#### Section II Bid Data Sheet (“BDS”)

This section sets out the particular requirements for the specific procurement and supplements the information included in Section I. instructions to bidders.

#### Section III Bid Examination, Bid Evaluation and Bidder Qualification Requirements

This section describes the criteria and requirements to determine the responsive bid offering the best value for money to the employer plus the forms to verify the qualifications of the bidder to perform the contract.

#### Section IV Bidding Forms

This section contains the forms which are to be completed by the bidders and submitted as part of their bids.

### Part 2 – Works Requirements

#### Section V Works Requirements

This section contains the description of the works (scope of works) to be procured and includes the following sub-sections:

##### ***Scope of Works***


This sub-section describes the scope of the work, a description of the works sections and different lots (if applicable).

##### ***Technical specifications***

This sub-section and presents a clear statement of the required standards for materials, plant, supplies, and workmanship to be provided as developed by the design engineer.

##### ***Environmental and Social (ES) requirements***

The ES requirements reference applicable standards and codes, key personnel



requirements, and environmental, social, health, and safety requirements to be satisfied by the contractor in executing the works. These requirements shall also include the environmental and social standards (ESS) requirements that are derived from the project's overall environmental and social management plan (ESMP) prepared by the borrower/recipient as well as include the employer's requirements with respect to sexual harassment, sexual exploitation and abuse, health and safety on site as well as the code of conduct for contractor's personnel.

***Drawings***

This sub-section contains construction drawings in sufficient detail to allow bidders to understand the type and complexity of the work involved and to price the bill of quantities or activity schedule.

**Part 3 – Conditions of Contract and Contract Forms**

**Section VI General Conditions of Contract (“GCC”) and Appendices**

This section contains the form of contract proposed to be entered into between the employer and contractor. The text of the general conditions of contract clauses in this section shall not be modified.

The appendices are:

Appendix A: revised IFAD Anti-Corruption Policy;

Appendix B: environmental and social reporting metrics (requirements) by the winning contractor in its periodic reports.

**Section VII Particular Conditions of Contract (“PCC”)**

This section contains the contract data (particular conditions of contract) that supplement the GCC clauses and that are to be completed by the employer for each procurement of works.

**Section VIII Contract Forms**

This section contains forms which, once completed, will be part of the contract. The forms for letter of acceptance, contract agreement, performance security, self-certification form for contractors, advance payment security, when required, shall be completed only by the successful bidder after contract award.

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## Invitation for Bids

### PROCURING ENTITY:

#### AQUACULTURE BUSINESS DEVELOPMENT PROGRAMME

IFAD Building

Kamakwa Road (Opp. Nyeri Club)

P.O. Box 904-10100

NYERI

Email: [info@abdpcu.org](mailto:info@abdpcu.org)

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### **RE: CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5 ) RIPARIAN COUNTIES OF LAKE VICTORIA: REF NO. KEN-2000001132-0272-W-ICB**

The ***Aquaculture Business Development Program (ABDP)*** has received financing from the International Fund for Aquaculture development (IFAD) and intends to apply a part of the proceeds of the financing to this procurement. The use of any IFAD financing shall be subject to IFAD's approval, pursuant to the terms and conditions of the financing agreement, as well as IFAD's rules, policies and procedures. IFAD and its officials, agents and employees shall be held harmless from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any party in connection with Construction of Fish Landing Sites along the shores of Lake Victoria,

1. This invitation for bids (IFB) follows the general procurement notice that appeared in Nairobi Star newspaper on 22<sup>nd</sup> October 2024, on the IFAD website and on the United Nations Development Business website (UNDB) on 23<sup>rd</sup> October 2024 as well as on the Aquaculture Business Development Programme website on 22<sup>nd</sup> October 2024.
2. The employer now invites sealed bids from eligible entities (bidders) for the execution and completion of **Construction of Fish Landing Sites along the shores of Lake Victoria**, which are being bid as a unit price contract based on the bill of quantities<sup>1</sup>.
3. This IFB is open to all eligible bidders who wish to participate. Subject to the restrictions stipulated in the bidding document, eligible bidders may associate with other bidders to enhance their capacity to successfully carry out the works.
4. The works, and the contract/s expected to be awarded, are divided into the following lots:

Landing Site, Place
Lot 1: Bumbe Beach Landing Site, Busia County
Lot 2: Wichlum Beach Landing Site, Siaya County
Lot 3: Kokach Beach Landing Site, Siaya County

<sup>1</sup> In fixed price contracts, delete "bill of quantities" and replace with "activity schedule".

### Section I. Invitation for Bids

Project: CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5) RIPARIAN COUNTIES OF LAKE VICTORIA, Ref. No: KEN-2000001132-0272-W-ICB

Lot 4: Ogal Beach Landing Site, Kisumu County
Lot 5: Asat Beach Landing Site, Kisumu County
Lot 6: Mainuga Beach Landing Site, Homabay County
Lot 7: Wakula Beach Landing Site, Homabay County
Lot 8: Nyandiwa Beach Landing Site, Homabay County
Lot 9: Got Kachola Beach Landing Site, Migori County

5. A contractor will be selected using the international competitive bidding (ICB) method in accordance with the IFAD Procurement Handbook accessible at [www.ifad.org/project-procurement](http://www.ifad.org/project-procurement). The ICB process will include a review and verification of qualifications and past performance, including a reference check, prior to the contract award.
6. Please note that a pre-bid conference will be held as described in the bid data sheet ("BDS"), Section II of the bidding document.

**THE PROGRAMME COORDINATOR**  
**Aquaculture Business Development Programme**  
**Off Kamakwa Road, Opposite Nyeri Golf**  
**P.O Box 904-10100**  
**Nyeri Kenya**  
**Email; [procurement@abdpacu.org](mailto:procurement@abdpacu.org)**  
**Telephone: +254(0)721490056/750484817/754929293**

7. Bids must be delivered to the address and in the manner specified in the BDS ITB 25.1, no later than **17th June 2025, TIME: 1100HRS EAT.**
8. Bidders should be aware that late bids will not be accepted under any circumstance and will be returned unopened at the written request and cost of the bidder. All bids must be accompanied by a bid security or a bid securing declaration (as required) in the manner and amount specified in the bid data sheet.
9. Please note that electronic bids **SHALL NOT** be accepted.

Yours sincerely,

**Sammy Macaria**  
**Programme Coordinator**  
**Aquaculture Business Development Programme**  
**Telephone: +254(0)721490056/750484817/754929293**



## **Part 1: Bidding and Selection Procedure**

## Section I. Instructions to Bidders

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# Instructions to Bidders

## A. General

### 1. Scope of bid

1.1 The employer as **identified in the BDS** has issued an invitation for bids along with this bidding document for the procurement of works as specified in Part 2, Works Requirements. The name and identification number of the contract, and number description of the lot(s), are **specified in the BDS**.

1.2 The successful bidder shall be expected to complete the works within the construction period duration specified in the BDS.

1.3 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 official working day of the borrower.
- d) “IFAD” or “the Fund” means the International Fund for Aquaculture Development.
- e) “Bid” means a bid for the provision of the works submitted by a bidder in response to this bidding document.
- f) “Bid security” or “bid securing declaration” means the security a bidder may be required to furnish as part of its bidder in accordance with ITB clause 22.

- g) “Bidder” means any eligible entity or person, including any associate of such eligible entity or person that submits a bid.
- h) “borrower/recipient” means the Government, Government agency or other entity that signs the Financing Agreement with the Fund. It connotes that this entity signed an agreement for a loan.
- i) “SECAP” means IFAD's Social Environmental and Climate Assessment Procedures (SECAP).

**2. Source of funds** 2.1 The borrower or recipient (hereinafter called “borrower”) **specified in the BDS** has received (or in appropriate cases “has applied for”) a financing from the International Fund for Aquaculture Development. Development (“the Fund”) in various currencies equivalent to the amount **specified in the BDS** towards the cost of the project **named in the BDS** and intends to apply a portion of the proceeds of this loan/grant to eligible payments under this contract. Payment by IFAD will be made only at the request of the borrower and upon approval by IFAD, and will be subject, in all respects, to the terms and conditions of the financing agreement. The financing agreement prohibits a withdrawal from the loan and/or grant account for the purpose of any payment to persons or entities, or any payment prohibited by a decision of the United Nations Security Council taken under chapter VII of the Charter of the United Nations.

**3. Prohibited practices** 3.1 The Fund requires that all beneficiaries of IFAD funding, including the employer and any bidders, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel observe the highest standards of ethics during the procurement and execution of such contracts, and comply with IFAD’s Policy on Preventing Fraud and Corruption in its activities and operations, revised on 12 December 2018 and attached as Appendix A to Section VI General Conditions of Contract (EB 2018/125/R.6, hereinafter “IFAD’s Anti-Corruption Policy”).

3.2 For the purposes of these provisions, and consistent with IFAD’s Anticorruption Policy, the terms set forth below are defined as

follows, and sometimes referred to collectively as “prohibited practices”:

- (a) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;
- (b) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;
- (c) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
- (d) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to improperly influence the actions of that or another party;
- (e) “obstructive practice” is (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund’s contractual rights of audit, inspection and access to information.

3.3 The Fund will deny approval of a proposed contract award if it determines that the firm or individual recommended for award, or any of its personnel or agents, or its sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers and/or any of their personnel or agents, has, directly or indirectly, engaged in any of the

prohibited practices in connection with an IFAD-financed and/or IFAD-managed activity or operation, including in competing for the contract.

3.4 In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, either indefinitely or for a stated period of time, to participate in any IFAD-financed and/or IFAD-managed activity or operation. This may include ineligibility to: (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner; (ii) be a nominated sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an IFAD-financed contract; and (iii) receive the proceeds of any loan or grant provided by the Fund. <sup>2</sup> The Fund also has the right to unilaterally recognize debarments by any of the International financial Institutions that are members to the agreement for mutual enforcement of debarment decisions if such debarments meet the requirements for mutual recognition under the agreement for mutual enforcement of debarment decisions.

3.5 In addition, the Fund has the right to, at any time, declare a misprocurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that prohibited practices occurred in connection with this procurement process or contract and that the borrower/recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.

3.6 Bidders, suppliers, consultants, contractors, and their sub-contractors, sub-consultants, service providers, suppliers, agents and personnel, are required to fully cooperate with any investigation conducted by the Fund into possible prohibited practices, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts,

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<sup>2</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.

premises, records and documents audited and/or inspected<sup>3</sup> by auditors and/or investigators appointed by the Fund.

3.7 The bidder is obliged to disclose relevant prior sanctions and criminal convictions and any commissions or fees paid or are to be paid to any agents or other party in connection with this procurement process or the execution of the contract.

3.8 The bidder shall keep all records and documents, including electronic records, relating to this procurement process available for a minimum of three (3) years after notification of completion of the process or, in case the bidder is awarded the contract, execution of the contract.

#### **4. Sexual harassment, sexual exploitation and abuse**

4.1 The Fund requires that all beneficiaries of IFAD Funding, including the employer and any bidders, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel comply with IFAD's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. For the purpose of this provision, and consistent with IFAD's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse as it may be amended from time to time, the terms set forth below are defined as follows:

- (a) Sexual harassment means “any unwelcome sexual advance, request for sexual favour or other verbal, non-verbal or physical conduct of a sexual nature that unreasonably interferes with work, alters or is made a condition of employment, or creates an intimidating, hostile or offensive work environment.
- (b) Sexual exploitation and abuse means “any actual or attempted abuse of a position of vulnerability,

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<sup>3</sup> Inspections include all fact-finding activities deemed relevant by the Fund to address allegations or other indications of possible prohibited practices. Such fact-finding activities may include, but are 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 or information (whether in hard copy or electronic format) deemed relevant for the investigation or audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verifications of information. It is the responsibility of the firm or individual under inspection to ensure effective compliance with their duty to cooperate vis-à-vis any potential local laws or regulations or other potentially conflicting obligations.

differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of others (sexual exploitation); the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions (sexual abuse)".

4.2 Employers, suppliers and bidders shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of their personnel and subcontractors or anyone else directly or indirectly employed by them or any of subcontractors in the performance of the contract. Purchasers, suppliers and bidders shall immediately report to the purchaser or IFAD any incidents of sexual harassment and sexual exploitation and abuse arising out of or in connection with the performance of the contract or prior to its execution, including convictions, disciplinary measures, sanctions or investigations. The purchaser may take appropriate measures, including the termination of the contract, on the basis of proven acts of sexual harassment, sexual exploitation and abuse arising out of or in connection with the performance of the contract.

4.3 The bidder or subcontractor or supplier is required to disclose any relevant prior sanctions, convictions, disciplinary measures or criminal records.

**5. Money laundering and terrorist financing**

5.1 The Fund requires that all beneficiaries of IFAD funding or funds administered by IFAD, including the employer, any bidders, implementing partners, service providers and suppliers, observe the highest standards of integrity during the procurement and execution of such contracts, and commit to combat money laundering and terrorism financing consistent with IFAD's Anti-Money Laundering and Countering the Financing of Terrorism Policy.

**6. SECAP performance standards**

6.1 The resulting contract will be implemented in a manner consistent with IFAD's Social, Environmental and Climate Assessment Procedures (SECAP), available on <https://www.ifad.org/en/secap>.

**7. Eligible bidders and conflict of interest**

7.1 This invitation for bids is open to all bidders from eligible source countries. A bidder may be a private firm, a government-owned enterprise subject to ITB 7.8 or any combination of such entities in the form of a joint venture under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent.

7.2 In the case where a bidder is or proposes to be a JV

- (a) all members shall be jointly and severally liable for the execution of the contract; and
- (b) the JV shall nominate a representative who will have the authority to conduct all business for and on behalf of any and all the members of the JV.

**Conflict of interest**

7.3 A bidder shall not have any actual, potential or reasonably perceived conflict of interest. A bidder shall declare in the letter of Bid any actual, potential or reasonably perceived interest, regardless of its nature, that affects, may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract. A bidder with an actual, potential or reasonably perceived conflict of interest shall be disqualified, unless otherwise explicitly approved by the Fund. The employer requires that the bidder and the supplier hold the project's interests as paramount at all times, strictly avoiding any actual, potential or reasonably perceived conflicts of interest, including actual, potential or reasonably perceived conflicts with other assignments or their own personal and/or corporate interests, and act without any consideration for any other ongoing or future work. Without limitation on the generality of the foregoing, a bidder or supplier, including all parties constituting the bidder or supplier and their respective personnel and affiliates, as well as any subcontractors for any part of the contract, including related services, and their respective personnel and affiliates, may be considered to have an actual, potential or reasonably perceived conflict of interest and disqualified or terminated if they:

- (i) have, may have or might reasonably appear to have at least one controlling partner in common with one or more other parties in the process contemplated by this bidding document or the execution of the contract; or



- (ii) have, may have or might reasonably appear to have the same legal representative as another bidder for purposes of this bid or execution of the contract; or
- (iii) have, may have or might reasonably appear to have a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the bid process and the execution of the contract, or influence the decisions of the purchaser regarding the selection process for this procurement or during the execution of the contract; or
- (iv) participate, may participate or might reasonably appear to participate in more than one bid in this process; participation by a bidder in more than one bid shall result in the disqualification of all bids in which the party is involved; however, this provision does not limit the inclusion of the same subcontractor in more than one bid; or are themselves, may be or might reasonably appear to be, or
- (v) have, may have or might reasonably appear to have a business or family relationship with, a member of the purchaser's board of directors or its personnel, the Fund or its personnel, or any other individual was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of this bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably-perceived conflict stemming from this relationship has been explicitly authorized by the Fund.

7.4 A bidder that has been engaged by the employer to provide goods, works or non-consulting services for a project, its personnel and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a bidder hired to provide consulting services for the preparation or implementation of a project, its personnel and any of its affiliates, shall be disqualified from subsequently providing goods, works or non-consulting services resulting from or directly related to such consulting services for such preparation or implementation.

7.5 A bidder and the supplier shall have an obligation to disclose any situation of actual, potential or perceived conflict of interest that

impacts, may impact, or might reasonably appear to be perceived by others to impact, their capacity to serve the best interest of the purchaser. Failure to properly disclose any of said situations may lead to appropriate actions, including the disqualification of the bidder, the termination of the contract and any other as appropriate under the IFAD Revised Policy on Preventing Fraud and Corruption in its projects and operations.

7.6 A bidder or supplier, all parties constituting the bidder or supplier, and any subcontractors for any part of the contract, including related services, and their respective personnel and affiliates, will not be any person or entity under a declaration of ineligibility by the Fund for having engaged in prohibited practices as contemplated by ITB clause 3 above or under suspension from bidding by the employer as a result of the enforcement of a bid securing declaration. The Fund also has the right to unilaterally recognize debarments by any of the International Financial Institutions that are members to the agreement for mutual enforcement of debarment decisions if such debarments meet the requirements for mutual recognition under the agreement for mutual enforcement of debarment decisions.

7.7 A bidder or supplier, all parties constituting the bidder or supplier, and any subcontractors for any part of the contract, including related services, and their respective personnel and affiliates not otherwise made ineligible for a reason described in this ITB clause 7 will nonetheless be excluded if:

- (a) as a matter of law or official regulation, the Government prohibits commercial relations with the country of the bidder or supplier (including any associates, subcontractors and any respective affiliates) provided that the Fund 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 Government prohibits the issuance of a payment.

7.8 Bidders that are Government-owned enterprises or institutions in the employer's country may participate only if they can establish that

they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the employer. To be eligible, a government-owned enterprise or institution shall establish to the IFAD's satisfaction, through all relevant documents, including its charter and other information the IFAD may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.

**8. Eligible materials, equipment and services**

8.1 The materials, equipment and services to be supplied under the Contract and financed by IFAD may have their origin in any country and must be supplied by an eligible provider. At the employer's request, bidders will be required to provide evidence of the origin of materials, equipment and services.

8.2 For purposes of ITB Clause 8.1, "origin" means the place where the materials and equipment are mined, grown, cultivated, produced, manufactured or processed, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized article results that differs substantially in its basic characteristics, purposes or utility from its underlying components.

8.3 The origin of materials, equipment and services is distinct from the nationality of the bidder.

## **B. Contents of Bidding Document**

**9. Section of bidding document**

9.1 This bidding document consists of parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any addenda issued in accordance with ITB clause 11.

### **Part 1 – Bidding and selection procedures**

Section I. Instructions to bidders

Section II. Bid data sheet

Section III. Bid Examination, bid evaluation and bidder qualification criteria

Section IV. Bidding forms

## **Part 2 – Works requirements**

Section V:

(a) Scope of works

(b) Technical specifications

(c) Environmental and Social (ES) requirements

(d) Drawings

## **Part 3 – Conditions of Contract and Contract forms**

Section VI. General conditions of contract and appendices

Section VII. Particular conditions of contract

Section VIII. Contract forms

9.2 The invitation for bids issued by the employer is not part of the bidding document.

9.3 The employer is not responsible for the completeness of this bidding document and its addenda if they were not obtained directly from the source stated by the employer in the invitation for bids.

9.4 The bidder is expected to examine all instructions, forms, terms, and works requirements in this bidding document. Failure to furnish all information or documentation required by this bidding document may result in the rejection of the bid.

### **10. Clarification of bidding document, site**

10.1 A prospective bidder requiring any clarification of this bidding document shall contact the employer in writing, by email or fax at the employer's address indicated in the BDS. The employer will respond to any request for clarification, provided that such a request is

## **visit, pre-bid meeting**

received no later than the number of days indicated in the BDS prior to the deadline for submission of bids. The employer shall send written copies of the responses, including a description of the inquiry but without identifying its source, to bidders who have registered or obtained the bidding document directly from the employer by the date specified in the BDS. The employer will also post a copy of the responses and inquiry descriptions to the employer's website indicated in the BDS. Should the clarification result in changes to the essential elements of this bidding document, the employer shall amend this bidding document following the procedure under ITB clause 11.

10.2 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.

10.3 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.

10.4 The bidder's designated representative is invited to attend a pre-bid conference, **if provided for in the BDS**. The purpose of the conference will be to clarify the issues and to answer questions on any matter that may be raised at that stage.

## **11. Amendment of bidding document**

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

11.2 All addenda issued shall be part of this bidding document and shall be communicated in writing to all bidders that have obtained the bidding document directly from the employer.

11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the employer may extend the deadline for the submission of bids at its sole discretion.

## C. Preparation of Bids

- 12. Cost of bidding** 12.1 The bidder shall bear all costs associated with the preparation and submission of its bid and contract finalization, and the employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 13. Language of bid** 13.1 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 into the language specified in the BDS, in which case, for purposes of interpretation of the bid, such translation shall govern.
- 14. Documents comprising the bid** 14.1 The bid submitted by the bidder shall comprise the following:
- (a) Letter of bid in accordance with ITB 15;
  - (b) completed schedules as required in Section IV, Bidding Forms, including priced bill of quantities in accordance with ITB 15 and 16;
  - (c) Bid security or bid-securing declaration, in accordance with ITB clause 22;
  - (d) Alternative bids, if permissible, in accordance with ITB 16;
  - (e) written confirmation authorizing the signatory of the bid to commit the bidder, in accordance with ITB clause 23.1;
  - (f) documentary evidence in accordance with ITB 20 establishing the bidder's qualifications to perform the contract if its bid is accepted;
  - (g) Technical proposal in accordance with ITB 19.1; and
  - (h) any other document as **specified in the BDS**.

14.2 In addition to the requirements under ITB 14.1, 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.

14.3 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 bidding document or its bid or to contract execution if the bidder is awarded the contract.

14.4 The bidder shall furnish in the letter of bid the name of the potential adjudicator and attach its curriculum vitae. The name of the potential adjudicator proposed by the employer in **ITB BDS 49.1** and by the bidder (letter of bid) shall be subject to IFAD's no-objection.

**15. Letter of bid and schedules**

15.1 The letter of bid and schedules, including the bills of quantities (or activity schedule) and technical offer information, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. These forms must be completed without any alterations to its text, and no substitutes shall be accepted. All blank spaces shall be filled with the information requested.

**16. Alternative bids**

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

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

16.3 Except as provided under ITB 16.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding Documents must first price the employer's design as described in the bidding documents and shall further provide all information necessary for a complete evaluation of the alternative by the employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated bidder conforming to the basic technical requirements shall be considered by the employer.



16.4 **When specified in the BDS**, bidders are permitted to submit alternative technical solutions for specified parts of the works, and such parts shall **be identified in the BDS**, then the method for their evaluation will be stipulated in Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements based on potential alternatives described in Section V, Works Requirements.

## **17. Bid prices and discounts**

17.1 The prices and discounts quoted by the bidder in the letter of bid and in the bill of quantities (or activity schedule) shall conform to the requirements **set in the BDS** and as specified below.

17.2 The bidder shall fill in rates and prices for all items of the works described in the bill of quantities (or activity schedule). Items against which no rate or price is entered by the bidder will not be paid for by the employer, and shall be deemed covered by the rates for other items and prices in the bill of quantities (or activity schedule).

17.3 The price to be quoted in the letter of bid, in accordance with ITB 15.1, shall be the total price of the bid, excluding any discounts offered.

17.4 The bidder shall quote any unconditional discounts and the methodology for their application in the letter of bid, in accordance with ITB 15.1.

17.5 Unless otherwise **specified in the BDS** and the contract, the rates and 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. In such a case, the bidder shall furnish the indices and weightings for the price adjustment formula in the schedule of adjustment data and the employer may require the bidder to justify its proposed indices and weightings.

17.6 If so **specified in the BDS** 1.1, bids are being invited for individual lots or for any combination of lots (packages). Bidders wishing to offer any price reduction for the award of more than one lot shall specify in their bid the price reductions applicable to each package, or, alternatively, to individual lots within the package. Price reductions or discounts shall be submitted in accordance with ITB 17.4, provided the bids for all lots are submitted and opened at the same time.



17.7 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>4</sup> and the total Bid price submitted by the Bidder.

**18. Currencies of bid**

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

18.2 Bidders may be required by the employer to justify, to the employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the schedule of adjustment data are reasonable<sup>5</sup>, in which case a detailed breakdown of the foreign currency requirements shall be provided by bidders.

**19. Documents comprising the technical proposal**

19.1 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. The bidder shall include in its technical proposal its Management Strategy and Implementation Plan (MSIP) which shall indicate its conformance with ESS requirements and Health and Safety Management Plans (HSMP).

**20. Documents establishing the qualifications of the bidder**

20.1 In accordance with Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements, to establish that the bidder's qualifications meet the requirements established in this Section, the bidder shall provide all information requested in the corresponding information sheets and forms included in Section IV, Bidding Forms.

**21. Period of validity of bids**

21.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the employer. A bid valid for a shorter period shall be rejected by the employer as non-responsive.

21.2 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 bidder's responses shall be made in writing. If required, the bid security shall also be extended

<sup>4</sup> In lump sum contracts, delete "rates and prices and the."

<sup>5</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."

for a period of twenty-eight (28) days beyond the deadline of the extended bid 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 21.3.

21.3 If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the following conditions shall apply:

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

## 22. Bid security

22.1 The bidder shall submit as part of its bid, either a bid security or a bid-securing declaration, as **specified in the BDS**, in the original form. If a bid security, it shall be in the amount and currencies **specified in the BDS** and shall:

- (a) at the bidder's option, be in the form of either irrevocable letters of credit, a bond or a bank guarantee substantially in the format of form of bid security (bank guarantee) included in Section IV, Bidding Forms;
- (b) be issued by a reputable institution selected by the bidder and located in any eligible country (as determined in accordance with ITB 7);
- (c) be payable promptly upon written demand by the employer in case the conditions listed in ITB clause 22.2 are invoked;
- (d) be submitted in its original form; copies will not be accepted;
- (e) remain valid for a period of twenty-eight (28) days beyond the original validity period of bids, or beyond

any period of extension subsequently requested under ITB clause 21.2.

22.2 If a bid security is specified pursuant to ITB 22.1, the bid security of unsuccessful bidders shall be returned as promptly as possible upon the successful bidder's signing the contract and furnishing the performance security and if required in the BDS, the environmental and social (ES) performance security pursuant to ITB 42.

22.3 Any bid not accompanied by a compliant bid security (if required) in accordance with ITB clause 22.1, shall be rejected by the employer as nonresponsive. The bid security may be forfeited:

- (a) if a bidder withdraws its bid during the period of bid validity specified by the bidder in the letter of bid or any extended date provided by the bidder; or
- (b) if a bidder does not accept the correction of its bid price pursuant to ITB clause 34; or
- (c) if the successful bidder fails within the specified time to:
  - furnish the required performance security/ies as described in ITB clause 47; or
  - sign the contract in accordance with ITB clause 46

22.4 The bid security of a joint venture must be in the name of the joint venture that submits the bid. If the joint venture has not been legally constituted at the time of bidding, the bid security shall be in the names of all future partners, or in the name of the designated representative (partner in charge or lead member) as named in the letter of intent or similar document in connection with the formation of the joint venture.

22.5 A bid-securing declaration shall use the form included in Section IV, Bidding Forms.

### 23. Format and signing of bid

23.1 A bidder shall prepare one (1) original set of the documents comprising the bid pursuant to ITB clause 14 and clearly mark it “original.” The original 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 person or persons signing the bid shall initial all pages of the bid where entries and amendments have been made.

23.2 In addition, the bidder shall prepare copies of the bid (photocopies of the signed original are acceptable), in the number **specified in the BDS** and clearly mark them “copy.” In the event of discrepancy between the original and the copies, the original shall prevail.

23.3 The bid shall contain no alterations or additions, except those made to comply with the instructions issued by the employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

## D. Submission and Opening of Bids

### 24. Sealing and marking of bids

24.1 Bidders may submit their bids by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders are reminded that distance and customs formalities may require longer than expected delivery times.

(a) For all bids submitted in hard copy, bidders shall enclose the original and each copy of the bid in separate sealed envelopes, duly marking the envelopes as “original” and “copy.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.

(b) Bidders submitting bids electronically, **if so permitted in BDS**, shall follow the electronic bid submission procedures **specified in the BDS**.

24.2 The inner and outer envelopes containing bids shall:

(a) bear the name and address of the bidder;

(b) be addressed to the employer at the address **specified in the BDS**;

(c) bear the specific identification number of this contract as indicated in ITB clause 1.1 and any additional identification marks as specified in the BDS;

(d) bear a warning “not to be opened before the time and date for bid opening”; and

(e) be marked “bid submission or bid inside.”

24.3 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.

**25. Deadline for submission of bids**

25.1 Bids must be received by the Employer at the address and no later than the date and time **specified in the BDS**.

25.2 The employer may, at its discretion, extend the deadline for the submission of bids by issuing an amendment in accordance with ITB clause 11, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline shall then be subject to the deadline as extended.

**26. Late bids**

26.1 The employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB clause 25. Any bid received by the employer after the deadline for submission of bids shall be declared late, rejected and returned unopened at the request and cost of the bidder. In cases where the bidder fails to request the return of a late bid, the bid will be kept unopened in a safe place.

**27. Withdrawal, substitution, and modification of bid**

27.1 A Bidder may withdraw, substitute, or modify its bid prior to the deadline for the submission of bids by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization of the person signing in accordance with ITB clause 23.1, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB clauses 23 and 24 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “withdrawal,” “substitution,” or “modification,” and
- (b) received by the employer prior to the deadline prescribed for submission of bids, in accordance with ITB clause 25

27.2 Bids requested to be withdrawn in accordance with this ITB clause shall be returned unopened to the bidders, at the cost of the bidders.

27.3 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 bid submission form or any extension thereof.

## 28. Bid opening

28.1 The employer shall open and read-out the bids in accordance with ITB 28.3 in the presence of bidders’ representatives as well as anyone who chooses to attend at the time and in the place **specified in the BDS**. Any specific opening procedures required if electronic Bidding is permitted in **accordance with the BDS**, shall be as **specified in the BDS**.

28.2 First, submissions marked “withdrawal” shall be opened and read out, while bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB clause 25 shall not be opened and shall be returned unopened to the bidder, at the bidder’s cost. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, submissions 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 unopened to the bidder, at the bidder’s request and cost. 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. Submissions marked “modification” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the

modification and is read out at bid opening. Only submissions that are opened and read out at bid opening shall be considered further.

28.3 All other envelopes shall be opened one at a time, reading out: the bidders' names, the bid prices, the total amount of each bid and of any alternative bid (if requested or permitted in BDS), any discounts, substitutions, or modifications, the presence or absence of bid security and such other details as the employer may consider appropriate. No bid shall be rejected at bid opening except for the late bids pursuant to ITB clause 26. Substitutions and modifications submitted pursuant to ITB clause 27 which are not opened and read out at bid opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted bids shall be returned unopened at the request and cost of the bidder.

28.4 The employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the bidder and whether there is a withdrawal, substitution, or modification; the bid price, per lot (contract) if applicable, including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The bidders' representatives who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all bidders, and shall be posted on the employer's website.

## **E. Submission and Opening of Bids**

**29. Confidentiality** 29.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of the contract shall not be disclosed to the bidders or any other persons not officially concerned with such process until the notice of intent to award has been issued pursuant to ITB clause 43.

29.2 Any attempt or effort by a bidder to influence the employer in the evaluation of bids or contract award decisions may subject the bidder to the provisions of the government's, the employer's, and the Fund's Anti-fraud and Corruption Policy and the application of other sanctions and remedies to the extent applicable.

29.3 Notwithstanding the above, from the time of bid opening to the time of contract award, if any bidder wishes to contact the employer on any matter related to the bidding process, it shall do so in writing.



### **30. Clarification of bids**

30.1 To assist in the examination, evaluation, and comparison of bids, the employer may, at its discretion, ask any bidder for a clarification of its bid. 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 bidder's response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by employer in the evaluation of the bids in accordance with ITB clause 34.

30.2 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.

### **31. Deviations, reservations, and omissions**

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

- "Deviation" is a departure from the requirements specified in the bidding documents;
- "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding documents; and
- "Omission" is the failure to submit part or all of the information or documentation required in the bidding documents

### **32. Determination of responsiveness**

32.1 The employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 14.

32.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications 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 this 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.

32.3 The employer shall examine the technical aspects of the bid submitted in accordance with ITB 19, technical proposal, in particular, to confirm that all requirements of Section V, Works Requirements have been met without any material deviation, reservation or omission.

32.4 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.

### **33. Non-material nonconformities**

33.1 Provided that a bid is substantially responsive, the employer may waive any nonconformities in the bid.

33.2 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 or omissions in the bid related to documentation requirements. Such omission 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.

33.3 Provided that a bid is substantially responsive, the employer shall rectify quantifiable nonmaterial nonconformities related to the bid price. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The average price of the item quoted by substantially responsive bidders will be added to the bid price and equivalent total cost of the bid so determined will be used for price comparison purposes only

### **34. Correction of arithmetic errors**

34.1 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 line item total that is obtained by multiplying the unit price by the quantity, the unit price shall

prevail and the line item total 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 line item total 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.

34.2 Bidders shall be requested to accept the correction of arithmetic errors. Failure to accept the correction in accordance with ITB 34.1 shall result in rejection of the bid and forfeiture of the bid security in accordance with ITB clause 22.2(b) or alternatively the bid securing declaration is enforced by the employer.

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| <b>35. Conversion to single currency</b> | 35.1 For evaluation and comparison purposes, the currency(ies) of the bids shall be converted into a single currency <b>as specified in the BDS.</b>                               |
| <b>36. Domestic preference</b>           | 36.1 Unless otherwise specified in the BDS, a margin of preference for domestic bidders <sup>6</sup> shall not apply.  |
| <b>37. Subcontractors</b>                | 37.1 Unless otherwise <b>stated in the BDS</b> , the employer does not intend to execute any specific elements of the works by subcontractors selected in advance by the employer. |

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<sup>6</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.

37.2 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.

37.3 Bidders may propose subcontracting up to the percentage of the 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.

**38. Bid examination  
and bid  
evaluation**

38.1 The employer shall use the criteria and methodologies listed in this clause, as supplemented by the provisions of the BDS and Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements in order to determine the bid that offers the "best value for money". No other evaluation criteria or methodologies shall be permitted.

38.2 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 quantities, but including dayworks' items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 34.1;
- (c) price adjustment due to discounts offered in accordance with ITB 17.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 35;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 33.3;
- (f) Apply the prescribed margin for domestic preference if **so specified in the BDS**;

- (g) the additional evaluation factors are specified in Section III, bid examination, bid bidder qualification criteria.

38.3 If so **indicated in the BDS** and/or Section III, employer's price (financial) evaluation of a bid may require the consideration of other factors, in addition to the bid price quoted in accordance with ITB clause 17. These factors may be related to the characteristics, performance, and terms and conditions of the procurement of the works. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III. Bid examination, bid evaluation and bidder qualification criteria.

38.4 If so **indicated in the BDS**, the bidding document shall allow bidders to quote separate prices for one or more lots, and shall allow the employer to award one or multiple lots to more than one bidder. The methodology of evaluation to determine the combination of lots that provides the best value for money is specified in Section III.

38.5 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.

38.6 If the bid, which results in the best value for money, is seriously unbalanced or front loaded in the opinion of the employer, the employer may require the bidder to produce detailed price analysis for any or all items of the bill of quantities, to demonstrate the internal consistency of those prices with the construction methods and implementation schedule proposed. After evaluation of the price analysis, taking into consideration the schedule of estimated contract payments, the employer may require that the amount of the performance security be increased at the expense of the bidder to a level sufficient to protect the employer against financial loss in the event of default of the successful bidder under the contract.

### **39. Comparison of bids**

39.1 The employer shall compare all substantially responsive bids to determine the bid that provides the best value for money, in accordance with ITB clause 38

**40. Post-qualification of the winning bidder**

40.1 The employer shall determine to its satisfaction whether the bidder who is selected as having submitted the bid that provides the best value for money and which is considered substantially responsive to this bidding document is qualified to perform the contract satisfactorily.

40.2 The determination shall be based upon an examination of the documentary evidence of a bidder's qualifications submitted by a bidder and the qualification criteria indicated in Section III.

40.3 An affirmative determination shall be a prerequisite for award of the contract to a bidder. A negative determination shall result in disqualification of the bid, in which event the employer shall proceed to the next best evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

**41. Employer's right to accept any bid, and to reject any or all bids**

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

**F. Award of contract**

**42. Best value for money award criteria**

42.1 Subject to ITB clause 38, the employer shall award the contract to the bidder whose bid provides the best value for money and is considered substantially responsive to this bidding document, provided that the bidder is determined to be qualified to perform the contract satisfactorily.

**43. Notice of intent to award**

43.1 Prior to the expiration of the period of bid validity, the employer shall send the notice of intent to award to the successful bidder. The notice of intent to award shall include a statement that the employer shall issue a formal notification of award and draft contract agreement after expiration of the period for filing a bid protest and the resolution of any bid challenges that are submitted. Delivery of the notice of Intent to award shall not constitute the formation of a contract between the employer and the successful bidder and no legal or equitable rights will be created through the delivery of the notice of intent to award.

43.2 At the same time as it issues the notice of intent to award, the employer shall also notify, in writing, all other bidders of the results of the bidding exercise. The employer shall promptly respond in writing to any unsuccessful bidder who, after receiving notification of the bidding results, makes a written request for a debriefing, or submits a formal protest as provided in the IFAD Procurement Handbook.

#### **44. Bid protests**

44.1 Bidders may protest the results of a procurement only according to the rules established in the module m of the IFAD Procurement Handbook.

#### **45. Notification of award (letter of acceptance)**

45.1 Upon expiration of the period for timely filing and the resolution of any bid protests (and appeals, as applicable) that are submitted, the employer shall send the notification of award to the successful bidder. This notification in the form of the letter of acceptance shall specify the sum that the employer will pay the contractor in consideration of the execution and completion of the works (hereinafter and in the conditions of contract and contract forms called “the contract price”). The notification of award along with its written acceptance, shall constitute a binding contract until a formal contract is prepared and executed.

#### **46. Signing of Contract**

46.1 Promptly upon notification, the employer shall send the successful bidder the contract agreement.

46.2 Within twenty-eight (28) days of receipt of the contract agreement, the successful bidder shall sign, date, and return it to the employer.

#### **47. Performance security**

47.1 Within twenty-eight (28) days of the receipt of the notification of award from the employer, the successful bidder shall furnish the performance security and, if required in the BDS, the environmental and social (ES) performance security in accordance with the general conditions of contract, using for that purpose the performance security and ES performance security forms included in Section VIII, 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.

47.2 Failure of the successful bidder to submit the above-mentioned performance security and, if required in the BDS, the environmental and social (ES) performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the employer may award the contract to the next best evaluated bidder whose offer is substantially responsive and is determined by the employer to be qualified to perform the contract satisfactorily.

**48. Publication of award and return of bid securities**

48.1 Upon receipt of the signed contract agreement and a valid performance security/ies, the employer shall return the bid securities of unsuccessful bidders and shall publish in UNDB online, and on the IFAD's website, the results identifying the bid and the following information:

- (a) the name of the winning bidder;
- (b) the price of the winning bid and the price of the contract award if different; and
- (c) the duration and the summary scope of the contract awarded.

**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.



## Section II. Bid Data Sheet (BDS)

### Bid Data Sheet

A. General	
ITB clause 1.1	The “employer” means <i>Aquaculture Business Development Program (ABDP)</i>
ITB clause 1.1	<p>The name and identification of the proposed contract is: <b>PROPOSED CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5 ) RIPARIAN COUNTIES OF LAKE VICTORIA.</b></p> <p>The Reference Number of the Contract is: <b>KEN-2000001132-0272-W-ICB</b></p> <p>The number and description of the lot(s) is: <b>Nine (9no.)</b></p>
ITB clause 2.1	<p>The borrower/recipient is: <i>The National Treasury Kenya</i></p> <p>Other donor than IFAD: <b>N/A</b></p> <p>Total amount of financing: <b>14.9Million USD</b></p> <p>The name of the project is: <b>Aquaculture Business Development Program (ABDP).</b></p>
B. Contents of bidding documents	
ITB clause 10.1	<p>Clarifications may be requested by e-mail not later than <b>30<sup>th</sup> May 2025</b> before the deadline for submission of bids, so that responses can be issued to all bidders not later than <b>6<sup>th</sup> June 2025</b>.</p> <p>The address for requesting clarifications is:</p> <p><b>Att.: Project Coordinator</b>  <b>Aquaculture Business Development Programme</b>  <b>Off Kamakwa Road, Opposite Nyeri Golf</b>  <b>P.O Box 904-10100</b>  <b>Nyeri- Kenya.</b></p> <p>E-Mail Address: <a href="mailto:procurement@abdpku.org">procurement@abdpku.org</a></p>
ITB clause 10.4	<p><b>A pre-bid conference will be held at the following date, time and place. Attendance is strongly advised for all prospective bidders or their representatives.</b></p>



Landing Site, Place	Date and Time
Lot 1: Bumbe Beach Landing Site, Busia County	19 <sup>th</sup> May 2025 at 11.00 AM
Lot 2: Wichlum Beach Landing Site, Siaya County	20 <sup>th</sup> May 2025 at 10.00 AM
Lot 3: Kokach Beach Landing Site, Siaya County	20 <sup>th</sup> May 2025 at 03.00 PM
Lot 4: Ogal Beach Landing Site, Kisumu County	21 <sup>st</sup> May 2025 at 10.00 AM
Lot 5: Asat Beach Landing Site, Kisumu County	21 <sup>st</sup> May 2025 at 03.00 PM
Lot 6: Mainuga Beach Landing Site. Homabay County	22 <sup>nd</sup> May 2025 at 10.00 AM
Lot 7: Wakula Beach Landing Site, Homabay County	22 <sup>nd</sup> May 2025 at 3.00 PM
Lot 8: Nyandiwa Beach Landing Site, Homabay County	23 <sup>rd</sup> May 2025 at 10.00 AM
Lot 9: Got Kachola Beach Landing Site, Migori County	26 <sup>th</sup> May 2025 at 10.00 AM

### C. Preparation of bids

<b>ITB clause 14.1(h)</b>	<p><b>A bidder shall submit with its bid the following additional documents which will comprise a part of the bid:</b></p> <ol style="list-style-type: none"> <li><b>1. Valid Copy of certificate of incorporation/ Registration.</b></li> <li><b>2. A copy of company's list of directors, beneficial owners, name if proprietor or names of partners (copy of CR 12 nor equivalent) for the bidder not more than one year old</b></li> <li><b>3. Relevant registration for the category of works in the country of operation for non-Kenya Contractors and , Registration with National Construction Authority (NCA) in the relevant trade; (NCA 4 or above for Building and Road Works) for local contractors.</b></li> <li><b>4. Valid Practice License from the relevant registration authority for the current year</b></li> <li><b>5. Provision of a tender Security of Kenya Shilling Two Million (KES 2,000,0000) in the required format from a reputable bank and that is valid for 150 DAYS from the date of tender opening;</b></li> <li><b>6. Valid Copy of Current Single Business permit</b></li> <li><b>7. Valid Tax Compliance Certificates;</b></li> <li><b>8. Dully filled, Signed and Stamped letter of bid</b></li> <li><b>9. Power of attorney (of Tender signatory if not a director)</b></li> <li><b>10. Ligation history of the company (both court and arbitration)</b></li> </ol>
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	<b>11. Submit certified copies of Audited accounts (Signed by Auditors and directors) for the last three (3) years (2021,2022 and 2023)</b>
ITB clause 16.1, 16.2 and 16.4	Alternative bids <b>SHALL NOT</b> be considered. Alternative times for completion <b>SHALL NOT</b> be considered. Alternative technical solutions <b>SHALL NOT</b> be permitted
ITB clause 17.1	Discounts <b>Shall</b> be considered.
ITB clause 17.1	The bid price shall be quoted by the bidder in: Kenya Shillings A bidder expecting to incur expenditures in other currencies for inputs to the works supplied from outside the employer's country (referred to as the "foreign currency requirements") and wishing to be paid accordingly, shall indicate up to three foreign currencies of their choice expressed as a percentage of the bid price, together with the exchange rates used in the calculations in the appropriate form(s) included in Section IV, Bidding Forms.
ITB clause 17.5	The prices quoted by the bidder <b>SHALL NOT</b> be subject to adjustment
ITB clause 21.1	The bid validity period is 120 days
ITB clause 21.3	The local currency portion of the contract price shall be adjusted by a factor reflecting local inflation during the period of extension, and the foreign currency portion of the contract price shall be adjusted by a factor reflecting the international inflation (in the country of the foreign currency) during the period of extension.
ITB clause 22.1	A bid security IS required to be submitted with a bid. The bid security shall be in the amount of Kenya Shillings Two Million (KES 2,000,000) equivalent in the form of bank guarantee and in the given form included in this tender for each lot Bid.
ITB clause 23.1	The written confirmation of authorization to sign on behalf of and bind the bidder shall consist of written power of attorney
ITB clause 23.2	The number of copies of the Bid submitted shall be ONE In addition to the ORIGINAL of the bid
<b>D. Submission and opening of bids</b>	
ITB clause 24.1	Bids Shall <b>NOT</b> be submitted electronically.
ITB clause 24.1 (b)	In addition to the ORIGINAL of the bid, the number of copies required is ONE.

ITB clause 23.2 (b)	<p>The address for submission of bids is:</p> <p><b>Aquaculture Business Development Programme</b>  <b>Regional Coordinating Office,</b>  <b>P.O Box 1084-40100, Kisumu</b>  <b>Opp: Kenya Fisheries Services</b>  <b>Nkurumah road/Pipeline Road</b>  <b>Kisumu</b></p>
ITB clause 23.2 (c)	<p><b>CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5) RIPARIAN COUNTIES OF LAKE VICTORIA.</b></p> <p>REF. NO: <i>KEN-2000001132-0272-W-ICB.</i></p>
ITB clause 24.1	Bidders SHALL NOT submit tenders electronically.
ITB clause 24.2(b)	<p><u>For hard copy submission of bids only</u>, the employer's address is:</p> <p><b>Aquaculture Business Development Programme</b>  <b>Regional Coordinating Office,</b>  <b>P.O Box 1084-40100, Kisumu</b>  <b>Opp: Kenya Fisheries Services</b>  <b>Nkurumah road/Pipeline Road</b>  <b>Kisumu</b></p>
ITB clause 24.2(c)	<p>Identification marks on the envelopes shall include:</p> <p><b>CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5) RIPARIAN COUNTIES OF LAKE VICTORIA.</b></p> <p>REF. NO: <i>KEN-2000001132-0272-W-ICB.</i></p>
ITB clause 25.1	<p>The deadline for submission of bids is as follows:</p> <p><i>On TUESDAY, 17<sup>th</sup> June 2025 at 1100hrs EAT</i></p>
<b>E. Evaluation and comparison of bids</b>	
ITB clause 28.1	<p>For bid opening purposes only, the employer's address is:</p> <p><b>Aquaculture Business Development Programme</b>  <b>Regional Coordinating Office,</b>  <b>P.O Box 1084-40100, Kisumu</b>  <b>Opp: Kenya Fisheries Services</b>  <b>Nkurumah road/Pipeline Road</b>  <b>Kisumu</b></p>

ITB clause 35.1	<p>The currency that shall be used for bid evaluation and comparison is Kenya Shillings.</p> <p>The basis for conversion shall be: Central Bank of Kenya mean rate for the date of bid submission</p>
ITB clause 36.1	Domestic preference <b>SHALL not</b> be a factor in evaluation.
ITB clause 37.1	The employer does not intend to have pre-selected contractors for any parts of the works.
ITB clause 37.3	<p>The parts of the works for which the employer permits bidders to propose specialized subcontractors are designated as follows:</p> <p>N/A.</p>
ITB clause 37.4	The maximum allowable percentage for subcontracting is 30% of the total contract amount. Tenderers planning to subcontract more than 10% of total volume of work shall specify, in the Form of Tender, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.
ITB clause 38.4	<p>Bidders shall quote separate prices for the following lots:</p> <p>The employer shall award the combination of lots by different bidders that will result in the best value for money for the employer.</p> <p>To be considered for award for a lot, the bidder is required to provide unique and separate set of equipment and staff for each lot.</p>
<b>F. Award of contract</b>	
ITB clause 47.1	N/A
ITB clause 49.1	<p>The adjudicator proposed by the employer is: Eng. Henry Ndugah of P.O Box 24103, Nairobi, <a href="mailto:henryndugah@gmail.com">henryndugah@gmail.com</a></p> <p>The hourly fee for this proposed adjudicator shall be Kenya Shillings 15,000/Hr. <i>excluding reimbursable expenses.</i></p> <p>Eng. Henry Ndugah is Registered Consulting Engineer Consulting Civil Engineer with the Engineers Board of Kenya. He hold a Bachelor of Civil Engineering from University of Nairobi (1997) and master's</p>

degree in civil engineering from Colorado state University (2022). He is a registered member of the Chartered Institute of Arbitrator (CIArb). Eng. Ndugah has for the last 28 years undertaken the design and implementation of Water Projects in Private, Governmental and Non-governmental sectors. Responsibilities have included but not limited to; Engineering designs, engineering investigations, preliminary and detailed designs, preparation of engineering drawings and details, and bills of quantities, cost estimates, specifications, contract documents, construction supervision and management, and reporting. He has also been undertaking trainings in operation and maintenance, monitoring and evaluation of water resources, supply and sanitation project for Water Sector stakeholders' communities both in urban and rural areas have also included undertaking focus group discussions with community groups, mobilising stakeholders' involvement in project implementation and management. (CV attached)

## **Section III. Bid Examination, Bid Evaluation and Bidders Qualification Criteria**

This section contains all the criteria that the employer shall use to examine and evaluate bids, qualify bidders and select the winning bid. In accordance with ITB 38, no other factors, methods or criteria shall be used. The bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms. This review shall be based on the information provided by the bidder in these forms with the employer's right to verify the data presented by the bidder's including through contact of the bidder's references and other sources in order to verify records of past performance and other bidder's qualifications and representations in its bid.

The employer shall undertake the following steps in bid examination and bid evaluation:

### **A. Preliminary examination**

This examination is conducted to determine whether the bid is complete, all required documents are included and all forms are included and are completed. The bidder may be requested to submit additional information or documentation within a reasonable period of time and/or to correct nonmaterial nonconformities in the bid related to documentation requirements.

Determinations made during this examination include:

- Determine if the bid is sealed and signed as per the requirements of ITB 23 and ITB 24;
- Determine if the bid security (or bid-securing declaration) is in the correct format, validity and amount and its original is enclosed within the bidder's bid;
- Determine the eligibility of the bidder; and
- Determine if all required forms are included and completed.

### **B. Responsiveness determination**

#### **B. Responsiveness determination**

This review will be conducted to determine if the bid is substantially responsive as explained in ITB 32 and 33. A substantially responsive bid is one that meets the technical specifications and other requirements of the bidding document without material deviation, reservation, or omission. If a bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the employer and may not be subsequently made responsive by

correction of the material deviation, reservation, or omission. However, the employer may request any bidder to clarify its bid according to the procedures set out in ITB 30.

The responsiveness determination also includes the review of the documents comprising the technical offer. The bidder shall furnish a technical offer including a statement of work methods, equipment, personnel, implementation schedule, and other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the bidder's bid to meet the works' requirements and the completion time.

Review of the bidder's technical offer will include an assessment of the bidder's technical methods and its approach to mobilize key equipment and personnel for the contract consistent with the requirements stipulated in Part 2, Works Requirements. The review of the technical offer will also include an assessment of the bidder's personnel, method and approach to satisfy the required environmental and social standards as reflected in the bidder's MSIP (management strategy and implementation plan) as well as the bidder's health and safety management plan (HSMP) in compliance with the works' requirements - Part 2.

The employer shall assign the following technical merit points against the quality of the bidder's technical proposal 10%.

### **C. Financial bid evaluation**

The evaluation is conducted to determine the evaluated bid price of each bid and is focusing only on price and price-related criteria. The overall evaluation criteria to determine the winning bid shall be the bid offering the best value for money among the responsive bids submitted by qualified bidders.

The "evaluated bid price" shall be the bid price adjusted in accordance with in ITB clause 38 including the application of domestic preference, if so specified in the BDS.

In the case of multiple contracts/lots, if permitted under ITB 38.4, bids will be evaluated as follows:

Award criteria for multiple contracts

Lots

Bidders have the option to bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, for combined lots. The contract(s) will be awarded to the bidder or bidders offering the overall lowest evaluated cost to the employer for combined lots, subject to the selected bidder(s) meeting the required qualification criteria for the lot or combination of lots as the case may be for which they were prequalified.

### **D. Domestic preference is not applicable in this tender**

## **E. Post-qualification (Applies for each lot)**

This process will be conducted to determine if the bidder satisfies the post-qualification requirements as listed in ITB 40 and the requirements below:

### Update of information

The bidder shall continue to meet the criteria used at the time of prequalification. In case of multiple lots the bidder must bid for the same number of lots for which it was prequalified.

### Financial resources

Using the forms FIN-4.1, FIN-4.3, FIN-4.4 of Section IV, Bidding Forms, the bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:

(i) the following cash-flow requirement (for each lots the bidder is submitting its bid) :  
(The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings Fifty Million (KES 50,000,000.00) for each lot.

(ii) Minimum average annual construction turnover of Kenya Shillings Three Hundred and Seventy-Five Million (KES 375,000,000) equivalent calculated as total certified payments received for contracts in progress and/or completed within the last Five (5) [insert of year] years for each lot.

(iii ) At least Three (3) of contract(s) of a similar nature executed within Kenya, or the East African Community or a broad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings One Hundred and Fifty Million (KES 150,000,000.00) equivalent for each lot.



#### Contractor's representative and key personnel

The bidder must demonstrate that it will have a suitably qualified contractor's representative and suitably qualified (and in adequate numbers) key personnel, as described in the specification.

The bidder shall provide details of the contractor's representative and key personnel and such other key personnel that the bidder considers appropriate to perform the contract, together with their academic qualifications and work experience. The bidder shall complete the relevant forms in Section IV, Bidding Forms.

#### **Contractor's Representative and Key Personnel, which are specified as:-**

The bidder is required to provide a unique and separate set of equipment and staff for each lot.


No.	Equipment Type and Characteristics	Minimum Number required
1	Project Manager	1
2	Site Agent	1
3	Forman	1
	Surveyor	1
5	Artisans	5
6	Environmental and Social safeguard experts	1
7	Environmental Management Expert	1
8	Health and Safety Expert	1
9	Social and Community Development Expert	1

#### **Contractor's key equipment listed on the table "Contractor's Equipment" below and more specifically listed as [specify requirements for each lot as applicable]**

No.	Equipment Type and Characteristics	Minimum Number required
1	Concrete Mixer	1
2	Vibrator	2
3	Lorry	2
4	Pick up	2

The bidder shall provide further details of proposed items of equipment using the relevant form in Section IV, Bidding Forms.

This section contains all the criteria that the employer shall use to evaluate bids and qualify bidders. In accordance with ITB 38 and ITB 40, no other factors, methods or criteria shall be



used. The bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

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

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

Exchange rates shall be taken from the publicly available source identified in the ITB 35.1. Any error in determining the exchange rates in the bid may be corrected by the employer.

**Qualification Assessment Table**

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All parties combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 7	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI 1.1 and ELI 1.2 with attachments
1.2	Conflict of interest	No conflict of interest in accordance with ITB 7	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Eligibility as per IFAD	Not having been declared ineligible by IFAD, declaration of all other sanctions in line with ITB 7	Must meet requirement and must make declaration	Must meet requirement.	Must meet requirement and must make declaration	N/A	Letter of Bid

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All parties combined	Each Member	One Member	
1.4	Government Owned Entity of the Borrower country	Meets conditions of ITB 7	Must meet requirement	Must meet requirement	Must meet requirement	N/A	<b>Forms ELI 1.1 and ELI 1.2 with attachments</b>
1.5	<b>United Nations resolution or Borrower's country law</b>	<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 7</b>	Must meet requirement	Must meet requirement	Must meet requirement	N/A	<b>Forma ELI 1.1 and ELI 1.2 with attachments</b>

## 2. Historical Contract Non-Performance

2.1	History of non performing contracts	Non performance of a contract <sup>7</sup> did not occur as a result of contractor default since <b>1<sup>st</sup> January 2002</b>	Must meet requirement	Must meet requirement	Must meet requirement	N/A	<b>Form CON-2</b>
2.2	Suspension based on execution of bid securing declaration by the employer or withdrawal of the bid within bid validity	Not under suspension based on execution of a bid securing declaration pursuant to ITB 7.6	Must meet requirement	Must meet requirement	Must meet requirement <sup>8</sup>	N/A	<b>Letter of Bid</b>

<sup>7</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>8</sup> This requirement also applies to contracts executed by the bidder as JV member

<b>2.3</b>	Pending litigation	Bidder's sound financial position and prospective long term profitability 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	<b>Form CON 2</b>
<b>2.4</b>	Litigation history	No consistent history of court/arbitral award decisions against the bidder <sup>9</sup> since <b>1st January 2002</b>	Must meet requirement	Must meet requirement	Must meet requirement	N/A	<b>Form CON 2</b>
<b>2.5</b>	<b>Declaration: environmental and social (ES) past performance</b>	<b>Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons of breach of environmental, or social (including sexual exploitation and abuse) contractual obligations in the past five years.<sup>10</sup></b>	<b>Must make the declaration. Where there are specialized sub-contractor/s, the specialized sub-contractor/s must also make the declaration</b>	<b>N/A</b>	<b>Each must make the declaration. Where there are specialized sub-contractor/s, the specialized sub-</b>	<b>N/A</b>	<b>Form ES-3 ES performance declaration</b>

<sup>9</sup> The bidder shall provide accurate information on the letter of bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the bidder or any member of a joint venture may result in disqualifying the bidder.

<sup>10</sup> The employer may use this information to seek further information or clarifications in carrying out its due diligence



					<b>contractor/s must also make the declaration</b>		
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### 3. Financial Situation and Performance

3.1	Financial capabilities	(i) The bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings <b>Fifty Million (50,000,000.00)</b> for the subject contract(s) net of the bidders other commitments.	Must meet requirement	Must meet requirement	N/A	N/A	<b>Form FIN 4.1 with attachments</b>
			Must meet requirement	Must meet requirement	N/A	N/A	
		(ii) The bidders shall also demonstrate to the satisfaction of the employer that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	
		(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the employer, for the last <b>Three (3)</b> years shall be submitted					



		and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.					
<b>3.2</b>	Average annual construction turnover	Minimum average annual construction turnover of Kenya Shillings <b>Three Hundred and Seventy Million (375,000,000.00)</b> calculated as total certified payments received for contracts in progress and/or completed	Must meet requirement	Must meet requirement	Must meet 100%, the requirement	Must meet 100% of the requirement	<b>Form FIN 4.2</b>

		within the last <b>Five (5)</b> years, divided by <b>Five (5)</b> years					
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4. Experience							
4.1(a)	General construction experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last <b>Ten (10)</b> years, starting 1st January <b>2015</b>	Must meet requirement	N/A	Must meet requirement	N/A	<b>Form EXP 5.1</b>

4.2(a)	Specific construction & contract management experience	(i) A minimum number of <b>Three (3)</b> similar <sup>11</sup> contracts specified below that have been satisfactorily and substantially <sup>12</sup> completed as a prime contractor, joint venture member, <sup>13</sup> management contractor or sub-contractor between 1st January <b>2020</b> application submission deadline: <b>Three (3)</b> contracts, each of minimum value Kenya shillings <b>One Hundred and Fifty Million (150,000,000.00) equivalent.</b>  <i>[In case the works are to be bid as individual contracts under a slice and package (multiple contract) procedure, the minimum number of contracts required for purposes of evaluating</i>	Must meet requirement	Must meet requirement <sup>14</sup>	N/A	N/A	Form EXP 5.2 (a)
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<sup>11</sup> The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Works Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

<sup>12</sup> Substantial completion shall be based on 80% or more works completed under the contract.

<sup>13</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>14</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

		<i>qualification shall be selected from the options specified in ITB 38.4 ]</i>			
--	--	---	--	--	--

<b>4.2 (b)</b>		For the above and any other contracts completed and under implementation as prime contractor, joint venture member, management contractor or sub-contractor <sup>15</sup> on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the key activities successfully completed <sup>16</sup>	Must meet requirements	Must meet requirements	N/A	Must meet the requirements	<b>Form EXP 5.2</b>
<b>4.2(c)</b>	<b>Specific experience in managing ES aspects</b>	<b>For the contracts in 4.2 (a) above and/or any other contracts <i>substantially completed and under implementation</i> as prime contractor, joint venture member, or Subcontractor between 1st January 2020 and Application submission deadline, experience in managing ES risks and impacts</b>	<b>Must meet requirements</b>	<b>Must meet requirement</b>	<b>Must meet the requirements:</b>	<b>Must meet the requirements</b>	<b>Form EXP 5.2</b>

<sup>15</sup> For contracts under which the bidder participated as a joint venture member or sub-contractor, only the bidder's share shall be counted to meet this requirement.

<sup>16</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. The rate of production shall be the annual production rate for the key construction activity (or activities).

## Section IV. Bidding Forms

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## Letter of Bid

*(A separate letter of bid shall be prepared for each alternative proposed by the bidder)*

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

Procurement no: \_\_\_\_\_

Invitation for bid no: \_\_\_\_\_

Alternative no: \_\_\_\_\_

To:

---

We, the undersigned, declare that:

1. We have examined and have no reservations to the bidding document, including addenda issued in accordance with instructions to bidders (ITB11);
2. We have not been suspended nor declared ineligible by the employer based on execution of a bid securing declaration in the employer's country;
3. We offer to execute in conformity with the bidding documents the following works:

\_\_\_\_\_  
\_\_\_\_\_;

4. The total price of our bid, excluding any discounts offered in item 5 below is:

In case of only one lot, total price of the Bid: \_\_\_\_\_

In case of multiple lots, total price of each lot: \_\_\_\_\_

In case of multiple lots, total price of all lots (sum of all lots): \_\_\_\_\_;

5. The discounts offered and the methodology for their application are:

The discounts offered are: \_\_\_\_\_

The exact method of calculations to determine the net price after application of discounts is shown below:



- 
- 
6. Our bid shall be valid until ***[insert day, month and year in accordance with ITC 21.1]***, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
7. If our bid is accepted, we commit to obtain a performance security ***[and an environmental and social (ES) performance security; delete if not applicable]*** in accordance with the bidding documents;
8. We are not participating as a bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 7.3(d), other than alternative bids submitted in accordance with ITB 16;
9. Our firm, its associates, including any subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Fund and have not been subject to sanctions or debarments under the laws or official regulations of the purchaser's country or not been subject to a debarment recognized under the agreement for mutual enforcement of debarment decisions (the "cross-debarment agreement")<sup>17</sup> in accordance with ITB clause 7, beyond those declared in paragraph 13 of this letter of bid.
10. We acknowledge and accept the IFAD Revised Policy on Preventing Fraud and Corruption in its Activities and Operations. We certify that neither our firm nor any person acting for us or on our behalf has engaged in any prohibited practices as provided in ITB clause 3. Further, we acknowledge and understand our obligation to report to [anticorruption@ifad.org](mailto:anticorruption@ifad.org) any allegation of prohibited practice that comes to our attention during the selection process or the contract execution. As part of this, we certify that:
- (a) The prices in this bid have been arrived at independently, without any consultation, communication, or agreement with any other party, including another bidder or competitor, or for the purpose of restricting competition, relating to:
- (i) those prices;
- (ii) the intention to submit an offer; or
- (iii) the methods or factors used to calculate the prices offered.
- (b) The prices in this bid have not been and will not be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening unless otherwise explicitly required by law; and

---

<sup>17</sup> The cross-debarment agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: <http://crossdebarment.org/>.

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(c) No attempt has been made or will be made by us to induce any other bidder to submit or not to submit an offer for the purpose of restricting competition.

11. We acknowledge and accept the IFAD Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. We certify that neither our firm nor any person acting for us or on our behalf has engaged in any sexual harassment, sexual exploitation or abuse, as provided in ITB Clause 5. Further, we acknowledge and understand our obligation to report to [ethicsoffice@ifad.org](mailto:ethicsoffice@ifad.org) any allegation of sexual harassment, sexual exploitation and abuse that comes to our attention during the selection process or the contract execution.
12. The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bid process: *[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.”)

13. We declare that neither the bidder nor any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have any actual, potential or perceived conflict of interest as defined in ITB Clause 7.3 regarding this bid process or the execution of the contract. *[Insert if needed: “other than the following:” and provide a detailed account of the actual, potential or perceived conflict].* We understand that we have an ongoing disclosure obligation on such actual, potential or perceived conflicts of interest and shall promptly inform the purchaser and the Fund, should any such actual, potential or perceived conflicts of interest arise at any stage of the procurement process or contract execution.
14. The following criminal convictions, administrative sanctions (including debarments) and/or temporary suspensions have been imposed on the bidder and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

Nature of the measure (i.e., criminal conviction, administrative sanction or temporary suspension)	Imposed by	Name of party convicted, sanctioned or suspended (and relationship to bidder)	Grounds for the measure (i.e., fraud in procurement or corruption in contract execution)	Date and time (duration) of measure

If no criminal convictions, administrative sanctions or temporary suspensions have been imposed, indicate "none".

15. We acknowledge and understand that we shall promptly inform the purchaser about any material change regarding the information provided in this bid form.
16. We further understand that the failure to properly disclose any of information in connection with this bid form may lead to appropriate actions, including our disqualification as bidders, the termination of the contract and any other as appropriate under the IFAD Policy on Preventing Fraud and Corruption in its Projects and Operations.
17. We understand that this bid, together with your written acceptance thereof included in your Notification of Award, shall only constitute a binding contract between the firm and the purchaser subject to the preparation and execution of the appropriate contract.
18. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
19. Potential 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

*[In the case of the bid submitted by joint venture specify the name of the joint venture as bidder]*

Name of the person duly authorized to sign the bid on behalf of the bidder\*\*

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*[Person signing the bid shall have the power of attorney given by the bidder to be attached with the bid]*

Title of the person signing the bid

Signature of the person named above

Date signed \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_

# Schedules

## Bill of Quantities

### Objectives

The objectives of the bill of quantities are:

- (a) to provide sufficient information on the quantities of works to be performed to enable bids to be prepared efficiently and accurately; and
- (b) when a contract has been entered into, to provide a priced bill of quantities for use in the periodic valuation of works executed.

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


### Daywork schedule

A daywork schedule should be included only if the probability of unforeseen work, outside the items included in the bill of quantities, is high. To facilitate checking by the employer of the realism of rates quoted by the bidders, the daywork schedule should normally comprise the following:

- (a) A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor shall be paid for work executed on a daywork basis.
- (b) Nominal quantities for each item of daywork, to be priced by each bidder at daywork rates as bid. The rate to be entered by the bidder against each basic daywork item should include the contractor's profit, overheads, supervision, and other charges.

### Provisional sums

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



The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the bill of quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the employer to select such specialized contractors. To provide an element of competition among the bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful bidder as prime contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the bill of quantities inviting the bidder to quote a sum for such amenities, facilities, attendance, etc.

These notes for preparing a bill of quantities are intended only as information for the employer or the person drafting the bidding document. They should not be included in the final bidding document

#### **LINK TO THE BILLS OF QUANTITIES & DRAWINGS**

<https://drive.google.com/drive/folders/1zilr8bStfdtLabzHOEOWBMWpsDz1ceNx?usp=sharing>

## Sample Bill of Quantities<sup>18</sup>

(Local Currency and Foreign Currency)

Item No.	Description	Unit	Quantity	Rate	Amount
Total					- -

<sup>18</sup> In case of lump-sum contract, use sample activity schedule

### Section VI. Bidding Forms

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## Activity Schedule

Item No.	Description	Unit	Amount

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## 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 $C = A \times B$	Percentage of -total bid price (TBP) $-100 \times C / TBP$
Local currency		1.00		
Foreign currency #1				
Foreign currency #2				
Foreign currency #3				
Total bid price				100.00
Provisional sums expressed in local currency		1.00		
Total bid price (Including provisional sum)				

## Schedule(s) of Adjustment Data

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 Adjustable B				A: * B: *
			Total		1.00

*[\* To be entered by the employer. Whereas "A" should a fixed percentage while B represents the percentage of the adjustable inputs of the works. The total weighting of A & B= 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	Bidder's Proposed Weighting
	Nonadjustable				A: * B: *
			Total		1.00

*[\* To be entered by the employer. Whereas "A" should a fixed percentage while B represents the percentage of the adjustable inputs of the works. The total weighting of A & B= 1.00]*

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The adjustment formula as per GCC 49 is of the type specified below and will be applied to each contract currency separately:

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

where:

$P_c$  is the adjustment factor for the portion of the contract price payable in a specific currency "c."

$A_c$  and  $B_c$  are coefficients<sup>19</sup> specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the contract price payable in that specific currency "c;" and

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

---

<sup>19</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.

#### **Section VI. Bidding Forms**

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### Schedule of Dayworks Rates: Contractor's Equipment

[illegible]

	Allow    percent <sup>20</sup> of subtotal for contractor's overhead, profit, etc			
Total for dayworks: contractor's equipment (carried forward to dayworks summary, p.    )				

---

<sup>20</sup> To be entered by the bidder

**Section VI. Bidding Forms**

## Dayworks Summary

	<i>Amount<sup>21</sup> (    )</i>	<i>% Foreign</i>
1. Total for dayworks: labour		
2. Total for dayworks: materials		
3. Total for dayworks: contractor's equipment		
Total for dayworks (provisional sum) (carried forward to bid summary, p. _)	_____	_____

---

<sup>21</sup> The employer should insert local currency unit.

### Section VI. Bidding Forms

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## Forms of Bid Security

### Form of Bid Security (Bank Guarantee)

Bank: *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: *[Name and Address of Employer]*

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

BID GUARANTEE No.: \_\_\_\_\_

We have been informed that *[insert name of the bidder]* (hereinafter called "the bidder") has submitted to you its bid dated *[date of submission of bid]* for the execution of *[name of contract]* under invitation for bids no *[insert IFB number]* (hereinafter called "the Bid").

Furthermore we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the bidder, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the bidder is in breach of its obligation(s) under the bid conditions, because the bidder:

- (b) has withdrawn its bid after the bid submission deadline, but during the period of bid validity specified by the bidder in the letter of bid; or
- (c) having been notified of the acceptance of its bid by the employer during the period of bid validity, (i) fails or refuses to execute the contract, or (ii) fails or refuses to furnish the performance security, in accordance with the terms of the letter of acceptance and other applicable conditions of contract.

This guarantee will expire: (a) if the bidder is the successful bidder, upon our receipt of copies of the contract signed by the bidder and the performance security issued to you upon the instruction of the bidder; or (b) if the bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification that the successful bidder has signed the contract and furnished the required performance security; or (ii) twenty-eight (28) days after the expiration of the bidder's bid validity period.

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

*[Issuing bank to delete whichever is not applicable]. We confirm that [we are a financial institution legally authorized to provide this guarantee in the employer's country] [or] [we are*

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*a financial institution located outside the employer's country but have a correspondent financial institution located in the employer's country that will ensure the enforceability of this guarantee. The name of our correspondent bank and contact information is as follows: [provide name, address, phone number, and email address].*

This guarantee is subject to the uniform rules for demand guarantees, 2010 revision, ICC publication No. 758, except as may otherwise be stated above.

---

*[signature(s)]*



## Form of Bid-Securing Declaration

*The bidder shall fill in this form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*

Bid ref. No.: *[insert]*

Alternative no.: *[insert identification no if this is a bid for an alternative]*

To: *[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 *[number of months or years]* starting on *[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 sign the contract; or (ii) fail or refuse to furnish the performance security, if required, 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\*

Name of the person duly authorized to sign the bid on behalf of the bidder\*\* \_\_\_\_\_

Title of the person signing the bid \_\_\_\_\_


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

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the bid submitted by joint venture specify the name of the joint venture as bidder

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\*\* : Person signing the bid shall have the power of attorney given by the bidder attached to the bid

*[Note: In case of a joint venture, the bid-securing declaration must be in the name of all members to the joint venture that submits the bid.]*

# Technical Proposal

## 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.

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

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

## Section VI. Bidding Forms

## Form PER-2: Resume and Declaration of Key Personnel

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

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

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

### Declaration

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

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

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

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

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

Name of key personnel: [insert name]

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

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

Countersignature of authorized representative of the bidder:

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

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

## Equipment

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

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

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

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



## Site Organization

*[insert site organization information]*





## Method Statement

*[insert method statement]*



## Mobilization Schedule

*[insert mobilization schedule]*



## Construction Schedule

*[insert construction schedule]*

## **ES Management Strategies and Implementation Plan (ES-MSIP)**

The bidder shall submit comprehensive and concise environmental and social management strategies and implementation plans (MSIP) as required by ITB 14.1 (h) of the bid data sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the contractor, and its subcontractors.

In developing these strategies and plans, the bidder shall have regard to the ES provisions of the contract including those as may be more fully described in the works requirements in Section V.

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

### Note to the bidder:

The minimum content of the code of conduct form as set out by the employer shall not be substantially modified. However, the bidder may add requirements as appropriate, including to take into account contract-specific issues/risks.

The bidder shall initial and submit the code of conduct form as part of its bid.

### Code of conduct for contractor's personnel

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

This code of conduct is part of our measures to deal with environmental and social risks related to the works. It applies to all our staff, laborers and other employees at the works site or other places where the works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the works. All such persons are referred to as "contractor's personnel" and are subject to this code of conduct.

This code of conduct identifies the behavior that we require from all contractor's personnel. Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

### Required conduct

Contractor's personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this code of conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other contractor's personnel and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;

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

## Raising concerns

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

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

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

service providers that may help support the person who experienced the alleged incident, as appropriate.

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

### **Consequences of violating the code of conduct**

Any violation of this code of conduct by contractor's personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

#### **For contractors personnel**

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

Name of contractor's personnel: *[insert name]*

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

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

Countersignature of authorized representative of the contractor:

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

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

Attachment 1: Behaviors constituting sexual exploitation and abuse (SEA) and behaviors constituting sexual harassment (SH)

## Attachment 1 to the Code of Conduct Form

Behaviors constituting sexual exploitation and abuse (SEA) and behaviors constituting sexual harassment (SH)

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

- (1) Examples of sexual exploitation and abuse include, but are not limited to:
  - A contractor's personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
  - A contractor's personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
  - A contractor's personnel rapes, or otherwise sexually assaults a member of the community.
  - A contractor's personnel denies a person access to the site unless he/she performs a sexual favor.
  - A contractor's personnel tells a person applying for employment under the contract that he/she will only hire him/her if he/she has sex with him/her.
- (2) Examples of sexual harassment in a work context
  - Contractor's personnel comment on the appearance of another contractor's personnel (either positive or negative) and sexual desirability.
  - When a contractor's personnel complains about comments made by another contractor's personnel on his/her appearance, the other contractor's personnel comment that he/she is "asking for it" because of how he/she dresses.
  - Unwelcome touching of a contractor's or employer's personnel by another contractor's personnel.
  - A contractor's personnel tells another contractor's personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.



## Bidder's Qualification Forms

To establish its qualifications to perform the contract in accordance with the qualification requirements set out in Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements, the bidder shall provide the information requested in the following forms.

### Form ELI-1.1: Bidder Information Form

Date: *[insert date]*

Procurement No.: *[insert number]*

Page *[insert page number]* of *[insert total number of pages]* 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 <i>[in country of registration]</i> :
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 7.1. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 14.2. <input type="checkbox"/> In case of government-owned enterprise or institution, in accordance with ITB 7.8 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 dependent agency of the employer</li></ul>
2. Included are the organizational chart, a list of board of directors, and the beneficial ownership.

## Form ELI-1.2: Bidder's JV Information Form

(to be completed for each member of bidder's JV)

Date: *[insert date]*

Procurement No.: *[insert number]*

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

Bidder's JV name:
JV member's member:
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 <ul style="list-style-type: none"><li>Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 7.1.</li><li>In case of a government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 7.8.</li></ul>
2. Included are the organizational chart, a list of board of directors, and the beneficial ownership

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

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

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

Joint Venture member's name: *[insert full name]*

Procurement No.: *[insert ICB number and title]*

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

Non-performed contracts in accordance with Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements, requirement no. 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements, requirement no. 2.1			
Year	Non-performed portion of contract	Contract identification	Total contract amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract identification: <i>[indicate complete contract name/ number, and any other identification]</i>  Name of employer: <i>[insert full name]</i>  Address of employer: <i>[insert street/city/country]</i>  Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending litigation, in accordance with Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements, requirement no. 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements, requirement no. 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract identification	Total contract amount (currency), USD-equivalent (exchange rate)
		Contract identification: _____ Name of employer: _____ Address of employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
Litigation history, in accordance with Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements			
<ul style="list-style-type: none"> <li>No litigation history in accordance with Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements, requirement no. 2.4.</li> <li>History of court/arbitral award decisions against the bidder in accordance with Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements, requirement no. 2.4 as indicated below.</li> </ul>			
Year of award	Outcome as percentage of net worth	Contract identification	Total contract amount (currency), USD equivalent (exchange rate)
		Contract identification: Name of employer: Address of employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	

## Form ES–3: Environmental and Social (ES) 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]*

Procurement No.: *[insert ICB number and title]*

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

Environmental and social (ES) performance declaration in accordance with Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to environmental and social (ES) performance since the date specified in Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements, sub-factor 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or performance security called by an employer(s) for reasons related to environmental and social (ES) performance since the date specified in Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements, sub-factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract identification	Total contract amount (current value, currency, exchange rate and US\$ equivalent)
<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	<i>[insert amount]</i>

		termination: <i>[indicate main reason(s)]</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>  Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
		<i>[list all applicable contracts]</i>	
Performance security called by an employer(s) for reasons related to ES performance			
<b>Year</b>	<b>Contract identification</b>	<b>Total contract amount (current value, currency, exchange rate and US\$ equivalent)</b>	
<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)]</i>	<i>[insert amount]</i>	

## Form FIN-4.1: Financial Situation and Performance

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

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

Joint Venture member's name: *[insert full name]*

Procurement No.: *[insert ICB number and title]*

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

### 1. Financial data

Type of financial information in (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	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					

\*Refer to ITB 18 for the exchange rate

### 2. Sources of Finance

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

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

--	--	--

## 2. Financial documents

The bidder and its parties shall provide copies of financial statements for \_\_\_\_\_ 3 \_\_\_\_\_ years pursuant Section III, sub-factor 3.1. 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>22</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

<sup>22</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-4.2: Average Annual Construction Turnover

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

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

JV Member's Name \_\_\_\_\_

ICB No. and title: \_\_\_\_\_

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

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

\* See Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements, sub-factor 3.2.

## Form FIN-4.3: Financial Resources

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

Financial resources		
No.	Source of financings	Amount(US\$ equivalent)
1		
2		
3		

## Form FIN-4.4: Current Contract Commitments / Works in Progress

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

Current contract commitments					
No.	Name of contract	Employer's contact address, tel, fax	Value of Outstanding Work [Current US\$ Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [US\$/month]
1					
2					
3					
4					
5					

## Form EXP-5.1: General Construction Experience

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

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

JV Member's Name \_\_\_\_\_

Procurement No. : \_\_\_\_\_

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-5.2 (a): Specific Construction and Contract Management Experience

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

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

JV Member's Name \_\_\_\_\_

Procurement No. : \_\_\_\_\_

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			US\$	
If member in a JV or sub-contractor, specify participation in total contract amount				
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				
Description of the similarity in accordance with sub-factor 4.2(a) of Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements:				
1. Amount				
2. Physical size of required works items				
3. Complexity				
4. Methods/technology				
5. Construction rate for key activities				
6. Other characteristics				

## Form EXP-5.2 (b): Construction Experience in Key Activities

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

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

Bidder's JV Member Name: \_\_\_\_\_

Sub-contractor's<sup>23</sup> Name (as per ITB 37.2 and 37.3): \_\_\_\_\_

ICB No. and title: \_\_\_\_\_

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

All Sub-contractors for key activities must complete the information in this form as per ITB 37.2 and 37.3 and Section III, Bid examination, Bid Evaluation and Bidder Qualification Requirements, sub-factor 4.2.

1. Key activity No. 1: \_\_\_\_\_

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			US\$	
Quantity (volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual quantity performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
Employer's name				
Address: Telephone/fax number E-mail:				

*[add activities as required]*

<sup>23</sup> If applicable



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



## Form EXP-5.2 (c): Specific Experience in Managing ES aspects

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

Bidder's name: [insert full name]

Date: [insert day, month, year]

Joint Venture member name: [insert full name]

Procurement no. : [insert ICB number and title]

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

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

	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			US\$	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): \_\_\_\_\_
3. Key Requirement no 3 in accordance with 4.2 (c): \_\_\_\_\_
4. ...



## Part 2: Works Requirements

## Section V. Works Requirements

Scope of Works .....	114
Technical Specification .....	116
Environmental and Social (ES) requirements .....	117
Drawings .....	135
Supplementary Information .....	Error! Bookmark not defined.

This section contains the scope of works, technical specifications, environmental and social requirements, the drawings, and supplementary information that describe the works to be procured and includes the following sub-sections:

### Scope of Works, Technical Specifications, ES requirements

This sub-section describes the scope of the works and presents a clear statement of the required standards for materials, plant, supplies, and workmanship to be provided. The technical specifications also reference applicable standards and codes, key personnel requirements, and the ES requirements include the environmental, social, health, safety, and gender standards to be satisfied by the contractor in executing the works.

Please note that the winning contractor shall be required to prepare a site-specific “contractor’s environmental & social management plan” (“CESMP”) and a site-specific “health and safety management plan” (“HSMP”) based on the relevant environmental, social, health and safety specifications found in the technical specifications, the bill of quantities, drawings, and applicable country laws and regulations. Additional environmental, social, health and safety analyses and documents may be provided as reference to help bidders understand what will be required to implement the environmental and social mitigation measures associated with the project.

### Drawings

This sub-section contains design drawings in sufficient detail to allow bidders to understand the type and complexity of the work involved and to price the bill of quantities / schedule of activity.

Scope of Works

- Site Earthworks and Clearance
- Reclamation and Soil Improvement
- Pavements and Drainage
- Fish Landing Jetty
- Sitewide Reticulation
- Power supply and Solar Power Equipment (Inverter/ PV)
- Standby Diesel Generator
- Ventilation and Airconditioning
- Fish Dryer and Associated services
- Blast Freezer and Associated Services
- Cold Room/ Ice Flake Machines
- Internal Foul Water Drainage
- Rainwater Drainage
- Firefighting Installation
- Internal Plumbing Installation
- Sanitary Fittings
- Fish Processing Plant
- In-house Sadine Processing Plant
- Administration Block/ BMU Offices
- Ablution Block
- Fish Landing Wharf/ Receiving Banda
- Powerhouse
- Gate House
- Security Fence
- Water Treatment House
- Elevated Storage Tank
- Storage Room in Processing Plant
- Waste management system



## Technical Specification

**Provided Separately**



## Environmental and Social (ES) requirements

## ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN

Project Activities	Environmental /Social Impact	Proposed Measures	Mitigation	Monitoring Indicators	Means of Verification	Responsible party	Monitoring Frequency
Excavation, trenching and high vehicular speeds	Dust generation	Establish a water sprinkling program in the dry season; Provide to workers dust masks and ensure they use them; Control and limit speed of vehicles to about 10km/hr and ensure this is adhered to. Ensure project vehicles only use the available access roads and designated diversions		Water sprinkling undertaken / reduction in amount of dust; Availability of onsite sprinkling water bowser; On site plan for dusty sections Workers wearing dust masks always; Speed limit 10Km/hr. observed at construction areas and near the markets; No. of reports by Community about high dust levels	Observations; Complaints from residents/SEC Traffic/Transport audits	Contractor	Daily
Gaseous emissions from operation of equipment, plant and machines	Air Pollution Fumes/Gaseous Emissions	Regular maintenance of equipment and machinery; Sensitize machine operators about shutting off plants not in use and Quarterly Air quality monitoring Ensure no unnecessary idling of vehicles when not in use; Adhere to thresholds provided in EMCA (Air Quality Regulations)		Machinery not in use shut down/not idling; % of staff sensitized on impacts of air pollution on respiratory health; Gaseous emissions with EMCA thresholds	Monitoring logs of maintenance schedules of machine operators sensitized	Contractor	Routine

### Section V. Works Requirements

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Project: CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5) RIPARIAN COUNTIES OF LAKE VICTORIA : KEN-2000001132-0272-W-ICB

Project Activities	Environmental /Social Impact	Proposed Measures	Mitigation	Monitoring Indicators	Means of Verification	Responsible party	Monitoring Frequency
Extraction and transportation of Construction materials,	Soil Erosion Rising of dust Increased acute respiratory illnesses Poor visibility for road users Increased risk of Road Traffic Accidents	Stabilize disturbed soils with grass and other vegetative matter. Implement dust control measures Sensitize workers and community on respiratory illness management including wearing of masks near construction areas.		% area of Land disturbed during Construction stabilized with grass or vegetative cover. Adequate drainage in place as provided for in design and stabilized accordingly. % areas of land Landscaped upon Completion of construction works	Site inspection, Project records of area stabilized	Contractor Host community	Daily
Improper disposal of Construction debris and lack of/poor sanitation from Construction workers.	Soil, ground and water contamination Generally poor housekeeping that will increase health and safety risks Introduction of breeding grounds for vermin	Stockpile all construction debris/wastes and dispose in according with EMCA solid waste management guidelines Procure qualified and approved NEMA waste handling firms; Ensure Wastes are not deposited or stored within a riparian zone/wetland and or near storm drainage channels; Provide sanitation facilities for construction workers;		EMCA guidelines being used i.e. storage and transportation by a licensed transporter; Good housekeeping Designated and well-marked temporary waste holding facility No wastes deposited any other place other than the designated area	Field/site inspections; Solid waste operator license; Records of where waste was delivered; Visual inspection of riparian and other public areas for	Contractor Host Community	Weekly

## Section V. Works Requirements

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Project: CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5) RIPARIAN COUNTIES OF LAKE VICTORIA : KEN-2000001132-0272-W-ICB



Project Activities	Environmental /Social Impact	Proposed Measures	Mitigation	Monitoring Indicators	Means Verification	of Responsible party	Monitoring Frequency
Fueling and servicing vehicles and heavy equipment. Management of vehicles	Ground and underground contamination of soil and lake water	Careful fueling of vehicles, plants and equipment used during construction. Construct an impervious platform that is bunded were fueling and servicing of vehicles in done;		Impervious platform that is bunded in place; Oils and fuel stains on the exposed ground NEMA Licensed Transporter to transport hazardous/contaminated wastes;	Presence of Bunded area for fueling and servicing of vehicles Licensed hazardous waste handle to transport offsite	Contractor	Routine
Running equipment/ machines/ tools	Noise and Vibrations nuisances Grievances from the host community Impact on nearby structures	A regular proper maintenance of machinery including generators; Sensitization of machine operators to shut off plants not in use and ensuring no unnecessary idling; Provision of ear mufflers to those most exposed, especially that operating heavy machinery/ equipment; Adhering to the Noise and Vibrations regulations		Noise and vibrations within allowable limits under EMCA especially near residential areas and other sources of noise; Maintenance and servicing records for the machinery; Noise and vibrations analysis records; Qualified plant/ machinery operators;	Sample visits; Vehicle and equipment monitoring schedule and reports	Contractor	Routine
General construction activities	Loss of Aesthetic Value	Ensure timely collection and disposal of all types of wastes, solid & liquid wastes generated by the project; Landscaping works upon completion of construction activities;		No solid construction waste accumulation; Restoration and landscaping of areas affected by construction activities undertaken;	Solid waste management practices Landscaping	Contractor;	Routine

## Section V. Works Requirements

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Project: CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5) RIPARIAN COUNTIES OF LAKE VICTORIA : KEN-2000001132-0272-W-ICB

Project Activities	Environmental /Social Impact	Proposed Measures	Mitigation	Monitoring Indicators	Means Verification	of Responsible party	Monitoring Frequency
Damaged water pipelines and sewer lines/ systems	Waste water generation Grievances due to loss of water Eyesore Can lead to stagnation Contamination of surface and underground water sources	Identify and mark the location of existing underground services Improvement of existing waste water and sewerage management systems/ structures; Putting in place appropriate measures to curb leaks and spillages;		Reduction in number of point source discharges from damaged infrastructure; Repair of existing waste water and effluent managing structures e.g. sewerage lines;	Physical inspections; Grievance reports	Contractor;	Routine
Management of solid and liquid wastes	Eruption and spread of communicable diseases Eye sore Increased in grievances from Host community and SEC Legal disputes	Sustainable management of waste (solid and effluent); Treating effluent wastes at source No disposal of solid or liquid wastes near water sources Ensure sanitary facilities are not near water sources and are well constructed and managed Avail toilets at the work fronts easily accessible to the workers. Sensitization of residents on observing proper hygiene practices e.g. proper hand washing; Monitoring and unclogging blocked drains including draining stagnant waters;		Training matrix to include community and workers training on solid and liquid wastes management Designated and well managed solid and liquid waste facilities Waste management plan	Waste management plan Waste tracking sheets Effluent treatment waste quarterly analysis Location of the toilets and their general structure	Contractor Public Health Officer;	Weekly for solid waste and effluent;
Temporary Traffic and	Livelihood Disruptions	Provision of alternative sites for relocation of business		Residents whose businesses are affected	Record of those affected and	Contractor	Daily for Traffic

#### Section V. Works Requirements

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Project: CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5) RIPARIAN COUNTIES OF LAKE VICTORIA : KEN-2000001132-0272-W-ICB

Project Activities	Environmental /Social Impact	Proposed Measures	Mitigation	Monitoring Indicators	Means of Verification	Responsible party	Monitoring Frequency
business disruption	Traffic congestion	premises affected and provide vending platforms; Installation of appropriate signage to direct and control human and vehicular traffic; Provision of alternative routes of access during the construction phase; Adherence to settlement Physical Planning regulations and zoning/spatial plans; Traffic Safety awareness through training workers and host community members, displaying traffic safety campaign posters Training traffic marshals who aid in guiding traffic Document. communicate and clearly mark alternative routes		temporarily provided with alternative sites; Road signage to control traffic in place; Alternative routes provided; Contractor adhering to site specific physical plans/ ESMP	those provided with alternatives; Visual inspection of site to check that measures are in place; Review of plans vis a vis what the contractor was doing; Grievance records on traffic management		Management; Monthly for Training and awareness campaigns
Driving operation and of heavy equipment	Road traffic accidents Worker health and safety hazards such as crushed by equipment, entrapment etc Increased dust emission.	Ensure only qualified and experienced plant operators handle machinery/equipment. Maintain machines and equipment in proper working condition. Control access around construction sites;		Record of licensed and approved drivers and equipment operator. Access control barriers, management system, signs (danger signs, hazard signs etc) Security provided around construction	Qualification record of drivers and heavy equipment operators Display of warning and danger signs on traffic safety	Contractor	Monthly for training and competence records. Daily for adherence to traffic management protocol in place.

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Project: CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5) RIPARIAN COUNTIES OF LAKE VICTORIA : KEN-2000001132-0272-W-ICB

Project Activities	Environmental /Social Impact	Proposed Measures	Mitigation	Monitoring Indicators	Means Verification	of Responsible party	Monitoring Frequency
General work practices (Occupational Safety and Health)	Damage to alternative routes used	Install all relevant traffic signs and traffic safety awareness posters		sites and excavations sites. Training records			
	Damage to community assets	Enforce and monitor a speed limit of 10km/hr within the construction area, at the campsite etc; Training and awareness to workers and community					
	Occupational Safety and Hazards	Engagement of competent OHS expert to oversee implementation of OHS management guidelines; Conduct a comprehensive OHS risk assessment and outline all possible risks that arise from the various tasks; Implement the mitigation measures outlined in the OHS risks assessment. Develop the EHSS Management Plan; Train all workers on General OHS as guided by OSHA 2007 Verify competence of all workers undertaking specialized tasks such as the heavy equipment operators; Provide all other necessary training to the workers (Traffic safety, work at height, risk assessment, First Aid, Fire safety, Manual		OHS Risk Assessment document Site Specific Environment, Social, health and Safety Management Plan PPE provision and monitoring plan Training and Competence matrix outlining all training that will be done and all that has been done monthly (including toolbox talks) Availability and easy access to first aid kits/tools; Records of OSHA kept;	Monthly OHS inspection (housekeeping, PPE, training etc) Quarterly OHS Audits Availability of the OHS risks assessment document Available EHSS Management Plan	Contractor	Daily for activities pertaining to works;  Monthly scope specific monitoring OHS inspections  Quarterly OHS Audits

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Project: CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5) RIPARIAN COUNTIES OF LAKE VICTORIA : KEN-2000001132-0272-W-ICB

Project Activities	Environmental /Social Impact	Proposed Measures	Mitigation	Monitoring Indicators	Means Verification	of Responsible party	Monitoring Frequency
		<p>Handling) as guided by the relevant statutes and Industry Best Practices;  Provide and ensure that all workers on site wear PPEs (reflectors, safety boots, gloves, goggles, ear muffers and breathing protection) relevant to the tasks assigned to them;  Increase OHS awareness through conspicuously display safety caution signage at strategic places within all work places;  Put in place necessary hazards and risk mitigation measures;  Keep records of OSHA including reported incidents;  Ensure only qualified and experienced personnel handle machinery and equipment;  Provide appropriate tools that should be in good working conditions;  Adherence to the Occupation Safety and Health Act (OSHA 2007) and subsequent regulations</p>					

## Section V. Works Requirements

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Project: CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5) RIPARIAN COUNTIES OF LAKE VICTORIA : KEN-2000001132-0272-W-ICB

Project Activities	Environmental /Social Impact	Proposed Measures	Mitigation	Monitoring Indicators	Means Verification	of Responsible party	Monitoring Frequency
Sourcing construction water	Resource use conflicts Water source contamination Increased water borne diseases	Acquiring the Water Abstraction Permit from the Water Resources Authority		Water abstraction permit	Grievance records	Contractor	Water abstraction permit before abstraction begins
Labor Management	Local Employment	<p>Prioritize hire of locals for all unskilled labour.</p> <p>Implement a local recruitment plan that is fair and transparent (including recruitment processes that ensure inclusivity of both men and women, vulnerable individuals, minority clans, ethnic groups etc.</p> <p>Adhere to all local labour laws and labour management practices (timely remuneration, equitable compensation for both genders for equal work etc.).</p> <p>Create awareness on worker and project grievance redress mechanism.</p> <p>Hiring unskilled construction and skilled (if available) labour from the local population as far as possible.</p> <p>Use of manual labour during excavation and construction work where possible.</p>		<p>Grievances raised, those aggrieved, status of resolution.</p> <p>Fair and Transparent local recruitment plan in place.</p> <p>Recruitment processes (job adverts, interviews, selection etc.)</p> <p>Number of Locals employed based on gender, vulnerability, Ethnic groups, clan etc.</p> <p>Type of employment (skilled, semi-skilled and unskilled).</p>	<p>Policy document; Interviews records; Record of incidents of GBV reported; Labour management records</p>	Contractor	Continuously

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Project: CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5) RIPARIAN COUNTIES OF LAKE VICTORIA : KEN-2000001132-0272-W-ICB

Project Activities	Environmental /Social Impact	Proposed Measures	Mitigation	Monitoring Indicators	Means Verification	of Responsible party	Monitoring Frequency
Stakeholder Engagement		Prepare a labour influx plan to manage labour influx. Prepare an employment plan. Sensitizing workers and the surrounding community on awareness, prevention, and management of HIV / AIDS.					
	Exclusion of Disadvantaged and Vulnerable groups. Inadequate stakeholder Engagement.	Share project information widely and in a timely manner through the easily accessible various channels of communication i.e. through local administration and SEC chairs Introduce measures for affirmative action that would ensure VMGs and IPs, especially persons with disability, the elderly and GBV-affected women have access to job opportunities. Undertake recruitment transparently, while ensuring the inclusion of VMGs Development and implementation of a stakeholder engagement plan Continuous stakeholder consultation throughout the construction phase as guided by the approved		No of Vulnerable and Disadvantaged groups mapped in each of the settlements. Meetings and agenda of all meetings held with all stakeholders.	Stakeholders mapped, Stakeholder engaged plan. Minutes of the meetings held with stakeholder engaged. List of attendance of all meetings Conducted.	Contractor BMU Proponent	Continuously

## Section V. Works Requirements

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Project: CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5) RIPARIAN COUNTIES OF LAKE VICTORIA : KEN-2000001132-0272-W-ICB

Project Activities	Environmental /Social Impact	Proposed Measures	Mitigation	Monitoring Indicators	Means Verification	of Responsible party	Monitoring Frequency
Grievance Redress Mechanism		stakeholder plan	engagement				
	Ineffective Grievance Management	Constitute a local Grievances Committee in consultation with all community segments and incorporate the existing local dispute resolution mechanisms. Implement a worker's grievances mechanism. Create awareness of the culturally appropriate and accessible GRM to all community segments including vulnerable individuals and households and CSOs. Log, date, process, resolve and close out all reported grievances in a timely manner. Ensure proportionate representation of disadvantaged people in the local grievances committee. Enable the GRM to provide confidential reporting of		Local Grievances Committee in place, composition of Committee. Number of nature of cases received and logged (Updated grievance Redress logs/register. Number and type of pending Grievances. Number of GRC meetings conducted and grievances resolved in the GRC meetings. Number and type of facilitations done for BMU to solve Community Grievances. Awareness of community and workers on project and worker's GRM. Number of grievances resolved in a timely manner. The number of grievances escalated to national courts and the World Bank	Grievance Register. Hard copy of all Grievance forms. Hard copy of all Grievance Resolution forms. Minutes of meetings held with community towards Grievance register.	Contractor BMU	Continuously

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Project: CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5) RIPARIAN COUNTIES OF LAKE VICTORIA : KEN-2000001132-0272-W-ICB



Project Activities	Environmental /Social Impact	Proposed Measures	Mitigation	Monitoring Indicators	Means Verification	of Responsible party	Monitoring Frequency
Labour Management		particularly sensitive social aspects such as GBV as well as anonymity.		Grievances service and Redress inspection Panel.			
	Child Exploitation/Labour	Ensuring that each employee signs a code of conduct that covers child protection ensuring no children are employed on site in accordance with national labour laws. Ensuring that any child sexual relations offenses among contractors' workers are promptly reported to the police. Employ workers who are 18 years and above and with a valid national ID at the time of hire. Implement and monitor the employment register regularly. Comply with the national labour laws and labour management practices. Put visible signage on site "No Jobs for children."		Records of Child Protection cases reported in the project. Develop a child protection Code of Conduct. Number of Inductions sessions on Child Protection Code of Conducts. Number of refresher awareness training on Child protection Code of Conducts. Number of staff who have signed the Code of Conduct.	Approved Code of Conduct document. Records of Employees engaged in the project. Contract documents of all employees engaged in the project.	Contractor of Resident Engineer	Continuously

## Section V. Works Requirements

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Project: CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5) RIPARIAN COUNTIES OF LAKE VICTORIA : KEN-2000001132-0272-W-ICB

Project Activities	Environmental /Social Impact	Proposed Measures	Mitigation	Monitoring Indicators	Means Verification	of Responsible party	Monitoring Frequency
Labour Management	GBV/SEA/SH	<p>Develop and implement a plan to manage the risk of SEA/SH.</p> <p>Map the GBV referral pathways and create awareness among women and men on the risk of SEA/SH.</p> <p>Ensure the GRM is SEA/SH responsive.</p> <p>Ensure all those with physical presence on site sign and understand the Code of Conduct.</p> <p>Put in place measures for monitoring GBV/sexual harassment.</p> <p>Contractor to develop and Implement policy on sexual exploitation/harassment and Gender based violence.</p> <p>The contractor to develop and implement grievance redress mechanism including non-retaliation of whistle-blower, the GRM strategy will be specific in handling of GBV, SEA and SH (sexual harassment cases) that will ensure survivor centered approach and confidentiality.</p> <p>The contractor will develop a whistle blower strategy ;</p>		<p>Number of Inductions sessions on GBV/SEA/SH and signing of Code of Conduct.</p> <p>Approved Code of Conduct.</p> <p>Number of GBV, SEA and SH cases reported and resolved.</p> <p>Number of Community sensitization sessions on GBV/SEA and SH.</p> <p>Continuous training and awareness training done through toolbox talks.</p> <p>Number of IEC materials done to create awareness.</p> <p>Number of stakeholder engagements conducted on GBV/SEA/SH.</p> <p>Establishment of a grievance responsive GRM.</p>	<p>Minutes of meetings conducted.</p> <p>List of attendance and pictures of the stakeholder engagements.</p> <p>List of attendance of Toolbox talks trainings.</p> <p>Evidence of IEC materials used.</p> <p>Signed Codes of Conducts</p>	Contractor	Monthly
							Quarterly

## Section V. Works Requirements

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Project: CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5) RIPARIAN COUNTIES OF LAKE VICTORIA : KEN-2000001132-0272-W-ICB

Project Activities	Environmental /Social Impact	Proposed Measures	Mitigation	Monitoring Indicators	Means Verification	of Responsible party	Monitoring Frequency
Installation of electrical cables and solar panels		<p>Implement the signing of Code of Conduct before deployment to site after recruitment.</p> <p>Undertake gender mainstreaming during the construction phase</p> <p>Disseminate the policy among all the staff and SEC;</p> <p>Put in place measures for monitoring GBV/sexual harassment.</p> <p>Create awareness among women and men on GBV and SEA risks including reporting and referral pathways.</p> <p>Have deterrent/punitive measures for any offenders reported.</p>					
	<p>Mechanical hazards of cuts and bruises, adverse weather conditions, ergonomic hazards due to repetitive motions etc</p> <p>Theft of components</p> <p>Littering of packaging material</p>	<p>Only qualified and approved electricians with EPRA certificates should be allowed to install electrical components of the project.</p> <p>Proper PPE for mechanical and other hazards to be supplied to the employees</p> <p>Adhere to robust waste management plan to avoid littering.</p> <p>Once installation is complete, ensure all items are properly stored.</p>		<p>Grievance reports from contractors on thefts</p> <p>Incidents related to the task</p> <p>Waste management plan to include the packaging wastes management</p>	<p>Reports on theft recorded</p> <p>Number of incidents</p> <p>General observation on housekeeping</p>	<p>Contractor BMU</p> <p>Proponent</p>	Routine

#### Section V. Works Requirements

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Project: CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5) RIPARIAN COUNTIES OF LAKE VICTORIA : KEN-2000001132-0272-W-ICB

Project Activities	Environmental /Social Impact	Proposed Measures	Mitigation	Monitoring Indicators	Means Verification	of Responsible party	Monitoring Frequency
Commissioning and testing		Engage security personnel and have a robust security management plan to reduce the risk of theft Cordoning the area clearly with marked signs in English and Swahili, clearly indicating the mechanical hazards related with the task					
	Electrical exposure Fire risk	hazards Only qualified and approved electricians with EPRA certificates should be allowed to commission and test electrical installations Issuance of electrical PPE with the arc flash rating to protect the employees against risk of electrocution Cordoning the work area and erecting electrical hazard signage in English and Swahili clearly stating electrical hazards and minimum PPE to gain authorization.		Electrical incidents including injuries, fatalities, or fires	Number of incidents Visual inspection of the work area to confirm compliance	Contractor BMU Proponent	Routine
Total Cost for Construction Phase							

## ES Reporting Matrix

### Section V. Works Requirements

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Project: CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5) RIPARIAN COUNTIES OF LAKE VICTORIA : KEN-2000001132-0272-W-ICB

Mitigation Measure	Monitoring Indicator	Monitoring Frequency	Responsible Party	Reporting Format	Timeline
Stakeholder consultations and compensation where applicable	Number of grievances recorded	Monthly	Project Proponent	Grievance Log	Pre-construction Phase
Stakeholder consultations and compensation where applicable	Number of grievances recorded Number of Toolbox Talks	Monthly	Contractor	Grievance Log Toolbox talks summary in monthly ESMP implementation Report	Construction Phase
Labour Management	Number of personnel engaged in the project	Monthly	Contractor	Labour Analysis Report	Construction Phase
Proper wastewater management and sediment control measures	Water quality parameters (BOD, turbidity)	Quarterly	Contractor	Water Quality Monitoring Report	Construction Phase
Regular sprinkling of water and covering of materials	Daily Dust Suppression Log/ Watering log	Weekly	Contractor	Environmental Monitoring Report	Construction Phase
Limit working hours and maintain equipment	Noise levels (dB)	Monthly	Contractor	Noise Monitoring Report	Construction Phase
Incident and Accident Reports	Incident reports for each environmental health and safety, security and social incident or accident Percentage of agreed actions implemented as recommended in the reports	Monthly	Contractor	Incident Report Incident log	Construction Phase
Prioritize local hiring and implement Code of Conduct	Proportion of local workers hired	Monthly	Contractor	Labour and HR Report	Construction Phase
Waste segregation, composting organic waste, proper disposal	Volume of waste properly managed Quantities and types of wastes transported from site.	Weekly	Contractor	Waste Management Report	Construction Phase
Waste segregation, composting organic waste, proper disposal	Volume of waste properly managed	Weekly	Facility Manager	Waste Management Report	Operation Phase
Install proper ventilation, regular cleaning, use of bio-filters	Odour complaints recorded	Monthly	Facility Manager	Environmental Performance Report	Operation Phase
Regular inspections, compliance with health regulations	Inspection reports, number of health incidents	Monthly	Health Department	Public Health Report	Operation Phase
Traffic management plan, signage, loading/unloading zones	Traffic incidents and flow reports	Quarterly	Local Authority	Traffic Monitoring Report	Operation Phase

## Section V. Works Requirements

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Project: CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5) RIPARIAN COUNTIES OF LAKE VICTORIA : KEN-2000001132-0272-W-ICB

## Contractor's Representative and Key Personnel

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	Contractor's representative		
2	Environmental Management Expert	Bachelor's degree in environmental science/ Natural Resource Management/ Environmental Management or other related qualifications.	At least 5 years of experience in supervising infrastructure development in IFAD or similar donor funded projects in Kenya. At least 3 years' experience in supervising infrastructure of similar scope at water fronts in Kenya
3	Health and Safety Expert	Bachelor's degree in environmental science and additional qualification in Occupational Health and Safety from a reputable institution Or Bachelor's degree in occupational safety and health from a reputable institution	At least 5 years of experience in supervising infrastructure development in IFAD or similar donor funded projects in Kenya. At least 3 years' experience in supervising infrastructure of similar scope at water fronts in Kenya
4	Social and Community Development Expert	Bachelor's degree in social science/ Community Development from a reputable institution.	At least 5 years of experience in supervising infrastructure development in IFAD or similar donor funded projects in Kenya. At least 3 years' experience in supervising infrastructure of similar scope. At least 3 years' experience in managing GBV related risks during project implementation At least 3 years' experience in engaging communities and government institutions.
5.	Environmental and Social Safeguards Expert	Bachelor's degree in environmental science or Social Science or	At least 3 years of experience in supervising infrastructure

		other related qualifications.	development in IFAD or similar donor funded projects in Kenya. At least 3 years' experience as environmental and Social Safeguards expert in similar assignment or related.
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## Drawings

**The list of drawings is as follows**

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## Part 3: Conditions of Contract and Contract Forms

## Section VI. General Conditions of Contract

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# General Conditions of Contract

## A. General

### 1. Definition

Boldface type is used to identify defined terms.

1.1 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.

1.2 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.

1.3 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.

1.4 IFAD or FUND means the financing institution named in the PCC.

1.5 Bill of quantities means the priced and completed bill of quantities forming part of the bid.

1.6 Compensation events are those defined in GCC clause 42 hereunder.

1.7 The completion date is the date of completion of the works as certified by the project manager, in accordance with GCC sub-clause 57.1.

1.8 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.

1.9 The contractor is the party whose bid to carry out the works has been accepted by the employer.

1.10 The contractor's bid is the completed bidding document submitted by the contractor to the employer.

1.11 The contract price is the accepted contract amount stated in the letter of acceptance and thereafter as adjusted in accordance with the contract.

1.12 Days are calendar days; months are calendar months.

1.13 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.

1.14 A defect is any part of the works not completed in accordance with the contract.

1.15 The defects liability certificate is the certificate issued by project manager upon correction of defects by the contractor.

1.16 The defects liability period is the period named in the PCC pursuant to GCC sub-clause 38.1 and calculated from the completion date.

1.17 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.

1.18 The employer is the party who employs the contractor to carry out the works, as specified in the PCC.

1.19 Equipment is the contractor's machinery and vehicles brought temporarily to the site to construct the works.

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

1.21 The initial contract price is the contract price listed in the employer's letter of acceptance.

1.22 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.

1.23 Materials are all supplies, including consumables, used by the contractor for incorporation in the works.

1.24 Plant is any integral part of the works that shall have a mechanical, electrical, chemical, or biological function.

1.25 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.

1.26 PCC means particular conditions of contract.

1.27 The site is the area defined as such in the PCC.

1.28 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.

1.29 Specifications means the specifications of the works included in the contract and any modification or addition made or approved by the project manager.

1.30 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.

1.31 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.

1.32 Temporary works are works designed, constructed, installed, and removed by the contractor that are needed for construction or installation of the works.

1.33 A variation is an instruction given by the project manager which varies the works.

1.34 The works are what the contract requires the contractor to construct, install, and turn over to the employer, as defined in the PCC.

1.35 “Contractor’s personnel” refers to all personnel whom the contractor utilizes on the site or other places where the works are carried out, including the staff, labor and other employees of each subcontractor.

1.36 “Key personnel” means the positions (if any) of the contractor’s personnel that are stated in the specifications.

1.37 “ES” means environmental and social (including sexual exploitation and abuse (SEA), and sexual harassment (SH));

1.38 “Sexual exploitation and abuse” “(SEA)” means “any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of others (sexual exploitation); the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions (sexual abuse)”.

1.39 “Sexual harassment” “(SH)” is defined as “unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that unreasonably interferes with work, alters or is made a condition of employment, or creates an intimidating, hostile or offensive work environment.

1.40 “Employer’s personnel” refers to the project manager and all other staff, labor and other employees (if any) of the project manager and of the employer engaged in fulfilling the employer’s obligations under the contract; and any other personnel identified as employer’s personnel, by a notice from the employer or the project manager to the contractor.

## **2. Interpretation**

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

2.2 If sectional completion is specified in the PCC, references in the GCC to the works, the completion date, and the intended completion date apply to any section of the works (other than references to the completion date and intended completion date for the whole of the works).

2.3 The documents forming the contract shall be interpreted in the following order of priority:

- (a) Agreement,
- (b) Letter of acceptance,
- (c) Contractor's bid,
- (d) Particular conditions of contract,
- (e) General conditions of contract, including appendices,
- (f) Specifications,
- (g) Drawings,
- (h) Bill of quantities,<sup>24</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 manager's decision**

4.1 Except where otherwise specifically stated, the project manager shall decide contractual matters between the employer and the contractor in the role representing the employer.

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<sup>24</sup> In lump-sum contracts, delete "bill of quantities" and replace with "activity schedule."



- 5. Delegation** 5.1 Unless otherwise specified in the PCC, the project manager may delegate any of his duties and responsibilities to other people, except to the adjudicator, after notifying the contractor, and may revoke any delegation after notifying the contractor.
- 6. Communications** 6.1 Communications between parties that are referred to in the conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting** 7.1 The contractor may subcontract with the approval of the project manager but may not assign the contract without the approval of the employer in writing. Subcontracting shall not alter the contractor's obligations. The contractor shall require that its subcontractors execute the works in accordance with the contract, including complying with the relevant ES requirements and the obligations set out in sub-clause 28.1.
- 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.
- 8.2 The contractor shall also, as stated in the specifications or as instructed by the project manager, cooperate with and allow appropriate opportunities for the employer's or any other personnel, notified to the contractor by the employer or project manager, to conduct any environmental and social assessment.
- 9. Personnel and equipment** 9.1 The contractor shall employ the key personnel and use the equipment identified in its bid, to carry out the works or other personnel and equipment approved by the project manager. The project manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the bid.
- 9.2 The project manager may require the contractor to remove (or cause to be removed) any person employed on the site or works, including the key personnel (if any), who:
- a- persists in any misconduct or lack of care;

- b- carries out duties incompetently or negligently;
- c- fails to comply with any provision of the contract;
- d- persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- e- based on reasonable evidence, is determined to have engaged in fraud and corruption during the execution of the works;
- f- has been recruited from the employer's personnel;
- g- undertakes behavior which breaches the code of conduct for contractor's personnel (ES).

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

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

9.3 The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party, associated with the use of, if any, equipment on public roads or other public infrastructure. The contractor shall monitor road safety incidents and accidents to identify negative safety issues, and establish and implement necessary measures to resolve them.

#### 9.4 Labor

- 1.4.1 Engagement of staff and labor. The contractor shall provide and employ on the site for the execution of the works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the contract. The contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from

sources within the country.

Unless otherwise provided in the contract, the contractor shall be responsible for the recruitment, transportation, accommodation and welfare facilities in accordance with GCC sub-clause 9.4.6, of the contractor's personnel, and for all payments in connection therewith.

The contractor shall provide the contractor's personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labor laws applicable to the contractor's personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the specifications. The contractor's personnel shall be informed when any material changes to their terms or conditions of employment occur.

1.4.2 Conditions of labor. The contractor shall inform the contractor's personnel about:

(a) any deduction to their payment and the conditions of such deductions in accordance with the applicable laws or as stated in the specifications; and

(b) their liability to pay personal income taxes in the country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the country for the time being in force.

The contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws. Where required by applicable laws or as stated in the specifications, the contractor shall provide the contractor's personnel written notice of termination of employment and details of severance payments in a timely manner. The contractor shall have paid the contractor's personnel (either directly

or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment.

- 1.4.3 The contractor may bring in to the country any foreign personnel who are necessary for the execution of the works to the extent allowed by the applicable laws. The contractor shall ensure that these personnel are provided with the required residence visas and work permits. The employer will, if requested by the contractor, use its best endeavors in a timely and expeditious manner to assist the contractor in obtaining any local, state, national, or government permission required for bringing in the contractor's personnel.
- 1.4.4 The contractor shall at its own expense provide the means of repatriation to and the contractor's personnel employed on the contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the contract to the date programmed for their departure. In the event that the contractor defaults in providing such means of transportation and temporary maintenance, the employer may provide the same to such personnel and recover the cost of doing so from the contractor.
- 1.4.5 Disorderly conduct. The contractor shall at all times during the progress of the contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst the contractor's personnel.
- 1.4.6 Facilities for staff and labor. Except as otherwise stated in the specifications, the contractor shall provide and maintain all necessary accommodation and welfare facilities for the contractor's personnel. If stated in the specifications, the contractor shall give access to or provide services that accommodate the

physical, social and cultural needs of the contractor's personnel. The contractor shall also provide similar facilities for the employer's personnel if stated in the specifications.

- 1.4.7 The contractor shall, in all dealings with the contractor's personnel, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. The contractor shall provide the contractor's personnel annual holiday and sick, maternity and family leave, as required by applicable laws or as stated in the specifications.
- 1.4.8 Supply of foodstuffs. The contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the specifications at reasonable prices for the contractor's personnel for the purposes of or in connection with the contract.
- 1.4.9 Supply of water. The contractor shall, having regard to local conditions, provide on the site an adequate supply of drinking and other water for the use of the contractor's personnel.
- 1.4.10 Measures against Insect and pest nuisance. The contractor shall at all times take the necessary precautions to protect the contractor's personnel employed on the site from insect and pest nuisance, and to reduce the danger to their health. The contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
- 1.4.11 Alcoholic liquor or drugs. The contractor shall not, otherwise than in accordance with the laws of the country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by contractor's personnel.

1.4.12 Arms and ammunition. The contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow contractor's personnel to do so.

1.4.13 Funeral arrangements. The contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the works.

1.4.14 Forced labor. The contractor, including its subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

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

1.4.15 Child Labor. The contractor, including its subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age). The contractor, including its subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The contractor including its subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the contractor with the project manager's approval. The contractor shall be subject to regular monitoring by the project manager that includes monitoring of health, working conditions and hours of work. Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

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

9.4.16 Employment records of workers. The contractor shall keep complete and accurate records of the employment of labor at the site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the project manager.

9.5 9.4.17 Workers' organizations. In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the contractor shall enable alternative means for the contractor's personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The contractor shall not seek to influence or control these alternative means. The contractor shall not discriminate or retaliate against the contractor's personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

9.4.18 Non-discrimination and equal opportunity. The contractor shall not make decisions relating to the employment or treatment of contractor's personnel on the basis of personal characteristics unrelated to inherent job requirements. The contractor shall base the employment of contractor's personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of



the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Sub-Clause 9.4.15).

9.6 9.4.19 Contractor's personnel grievance mechanism. The contractor shall have a grievance mechanism for contractor's personnel, and where relevant the workers' organizations stated in GCC sub-clause 9.4.17, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The contractor's personnel shall be informed of the grievance mechanism at the time of engagement for the contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all contractor's personnel. The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

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

9.4.20 Training of contractor's personnel. The contractor shall provide appropriate training to relevant contractor's personnel on ES aspects of the contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in GCC sub-clause 18.2.

As stated in the specifications or as instructed by the project manager, the contractor shall also allow appropriate opportunities for the relevant contractor's personnel to be trained on ES aspects of the contract by the employer's personnel.

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

- 10. Employer's and contractor's risks** 10.1 The employer carries the risks which this contract states are employer's risks, and the contractor carries the risks which this contract states are contractor's risks.
- 11. Employer's risks** 11.1 From the start date until the defects liability certificate has been issued, the following are employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the works, plant, materials, and equipment), which are due to
    - (i) use or occupation of the site by the works or for the purpose of the works, which is the unavoidable result of the works or
    - (ii) negligence, breach of statutory duty, or interference with any legal right by the employer or by any person employed by or contracted to him except the contractor.
  - (b) The risk of damage to the works, plant, materials, and equipment to the extent that it is due to a fault of the employer or in the employer's design, or due to war or radioactive contamination directly affecting the country where the works are to be executed.

11.2 From the completion date until the defects liability certificate has been issued, the risk of loss of or damage to the works, plant, and materials is an employer's risk except loss or damage due to

- a) a defect which existed on the completion date,
- b) an event occurring before the completion date, which was not itself an employer's risk, or
- c) the activities of the contractor on the site after the completion date.

**12. Contractor's risks**

12.1 From the starting date until the defects liability certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the works, plant, materials, and equipment) which are not employer's risks are contractor's risks.

**13. Insurance**

13.1 The contractor shall provide, in the joint names of the employer and the contractor, insurance cover from the start date to the end of the defects liability period, in the amounts and deductibles stated in the PCC for the following events which are due to the contractor's risks:

- (a) loss of or damage to the works, plant, and materials;
- (b) loss of or damage to equipment;
- (c) loss of or damage to property (except the works, plant, Materials, and equipment) in connection with the contract; and
- (d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the contractor to the project manager for the project manager's approval before the start date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

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

13.4 Alterations to the terms of an insurance shall not be made without the approval of the project manager.

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

**14.Site data**

14.1 The contractor shall be deemed to have examined any site data referred to in the PCC, supplemented by any information available to the contractor.

**15.Contractor to construct the works**

15.1 The contractor shall construct and install the works in accordance with the specifications and drawings.

15.2 If the contract specifies that the contractor shall design any part of the permanent works, the contractor shall take into the employer's requirements which may include, if stated in the specifications:

- (a) designing structural elements of the works taking into account climate change considerations;
- (b) applying the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances; and
- (c) considering the incremental risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events.

**16.The works to be completed by the intended completion date**

16.1 The contractor may commence execution of the works on the start date and shall carry out the works in accordance with the program submitted by the contractor, as updated with the approval of the project manager, and complete them by the intended completion date.

16.2 The contractor shall not carry out mobilization to the site unless the project manager gives approval, an approval that shall not be unreasonably delayed, to the measures the contractor proposes to address environmental and social risks and impacts, which at a minimum shall include applying the management strategies and Implementation plans (MSIPs) and code of conduct for contractor's personnel submitted as part of the bid and agreed as part of the contract.

16.3 The contractor shall submit, to the project manager for its approval any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing works. These MSIPs collectively comprise the contractor's environmental and social management plan (C-ESMP). The contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the works. The updated C-ESMP shall be submitted to the project manager for its approval.

**17. Approval by the project manager**

17.1 The contractor shall submit specifications and drawings showing the proposed temporary works to the project manager, for his approval.

17.2 The contractor shall be responsible for design of temporary works.

17.3 The project manager's approval shall not alter the contractor's responsibility for design of the temporary works.

17.4 The contractor shall obtain approval of third parties to the design of the temporary works, where required.

17.5 All drawings prepared by the contractor for the execution of the temporary or permanent works, are subject to prior approval by the project manager before this use.

**18. Health, safety and protection of the environment**

18.1 The contractor shall be responsible for the safety of all activities on the site.

18.2 The contractor shall:

- (a) comply with all applicable health and safety regulations and laws;
- (b) comply with all applicable health and safety obligations specified in the contract;
- (c) take care for the health and safety of all persons entitled to be on the site and other places, if any, where the works are being executed;
- (d) keep the site and works clear of unnecessary obstruction so as to avoid danger to these persons;
- (e) provide fencing, lighting, safe access, guarding and watching of the works until the issue of the contract certificate of completion;

- (f) provide any temporary works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the works, for the use and protection of the public and of owners and occupiers of adjacent land;
- (g) provide health and safety training of contractor's personnel as appropriate and maintain training records;
- (h) actively engage the contractor's personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to contractor's personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the contractor's personnel;
- (i) put in place workplace processes for contractor's personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;
- (j) Contractor's personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken.  
Contractor's personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;
- (k) where the employer's personnel, any other contractors employed by the employer, and/or personnel of any legally constituted public authorities and private utility companies are employed in carrying out, on or near the site, of any work not included in the contract, collaborate in applying the health and safety requirements, without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and
- (l) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.

Subject to GCC sub-clause 16.2, the contractor shall submit to the project manager for its approval a health and safety manual which

has been specifically prepared for the works, the site and other places (if any) where the contractor intends to execute the works.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out all the health and safety requirements under the contract,

- (a) which shall include at a minimum:
  - (i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the contractor, including control measures for chemical, physical and biological substances and agents;
  - (ii) details of the training to be provided, records to be kept;
  - (iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);
  - (iv) remedies for adverse impacts such as occupational injuries, deaths, disability and disease;
  - (v) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
  - (vi) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of sexually transmitted diseases or infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid

or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent contract-related labor;

- (vii) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the contractor in accordance with GCC sub-clause 9.4.6; and
- (viii) any other requirements stated in the specifications.

### 18.3 Protection of the environment

- (i) The contractor shall take all necessary measures to: protect the environment (both on and off the Site); and
- (ii) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.
- (iii) The contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the contractor's activities shall exceed neither the values indicated in the Specifications, nor those prescribed by applicable laws.
- (iv) In the event of damage to the environment, property and/or nuisance to people, on or off site as a result of the contractor's operations, the contractor shall agree with the project manager the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The contractor shall implement such remedies at its cost to the satisfaction of the project manager.

**19. Archaeological and geological findings** 19.1 All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the site shall be placed under the care and custody of the employer. The contractor shall:

- (a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent



contractor's personnel or other persons from removing or damaging any of these findings;

- (b) train relevant contractor's personnel on appropriate actions to be taken in the event of such findings; and
- (c) implement any other action consistent with the requirements of the specifications and relevant laws.

The contractor shall, as soon as practicable after discovery of any such finding, notify the project manager of such discoveries and carry out the project manager's instructions for dealing with them

**20. Possession of the site** 20.1 The employer shall give possession of all parts of the site to the contractor. If possession of a part is not given by the date stated in the PCC, the employer shall be deemed to have delayed the start of the relevant activities, and this shall be a compensation event.

**21. Access to the site** 21.1 The contractor shall allow the project manager and any person authorized by the project manager (including the IFAD staff or consultants acting on the IFAD's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations), including to carry out environmental and social audit, as appropriate, access to the site and to any place where work in connection with the contract is being carried out or is intended to be carried out.

**22. Instructions, inspections and audits** 22.1 The contractor shall carry out all instructions of the project manager which comply with the applicable laws where the Site is located.

22.2 The contractor shall keep, and shall make all reasonable efforts to cause its subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the works in such form and details as will clearly identify relevant time changes and costs.

22.3 Inspections & Audit by the IFAD

Pursuant to paragraph 2.2 e. of Appendix A to the GCC- fraud and corruption, the contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the IFAD and/or persons appointed by the IFAD to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract

execution, and to have such accounts, records and other documents audited by auditors appointed by the IFAD. The contractor's and its subcontractors' and subconsultants' attention is drawn to GCC sub-clause 25.1 (fraud and corruption) which provides, inter alia, that acts intended to materially impede the exercise of the IFAD's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the IFAD'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 (prohibited practices)**

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

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

**26. Stakeholder engagement**

26.1 The contractor shall provide relevant contract-related information, as the employer and/or project manager may reasonably request to conduct stakeholder engagements. "stakeholder" refers to individuals or groups who:

- (i) are affected or likely to be affected by the contract; and
- (ii) may have an interest in the contract.

The contractor may also directly participate in stakeholder engagements, as the employer and/or project manager may reasonably request.

**27. Suppliers (other than subcontractors)**

27.1 Forced labor: The contractor shall take measures to require its suppliers (other than subcontractors) not to employ or engage forced labor including trafficked persons as described in GCC sub-clause 9.4.14. If forced labor/trafficking cases are identified, the contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

27.2 Child labor: The contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labor as described in GCC sub-clause 9.4.15. If child labor cases are identified, the contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not

remedy the situation, the contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

27.3 Serious safety issues: The contractor, including its subcontractors, shall comply with all applicable safety obligations, including as stated in GCC sub-clause 18.2. The contractor shall also take measures to require its suppliers (other than subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

27.4 Obtaining natural resource materials in relation to supplier: The contractor shall obtain natural resource materials from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood products, gravel or sand extraction from river beds or beaches.

If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats.

## **28.Code of conduct**

28.1 The contractor shall have a code of conduct for the contractor's personnel.

The contractor shall take all necessary measures to ensure that each contractor's personnel is made aware of the code of conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

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

The contractor shall also ensure that the code of conduct is visibly displayed in multiple locations on the site and any other place where the works will be carried out, as well as in areas outside the site accessible to the local community and project affected people. The posted code of conduct shall be provided in languages comprehensible to contractor's personnel, employer's personnel and the local community.

The contractor's management strategy and implementation plans shall include appropriate processes for the contractor to verify compliance with these obligations.

**29. Security of the site** 29.1 The contractor shall be responsible for the security of the site, and:

- (a) or keeping unauthorized persons off the site;
- (b) authorized persons shall be limited to the contractor's personnel, the employer's personnel, and to any other personnel identified as authorized personnel (including the employer's other contractors on the Site), by a notice from the employer or the project manager to the contractor.

Subject to GCC sub-clause 16.2, the contractor shall submit for the project manager's No-objection a security management plan that sets out the security arrangements for the site.

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

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

In making security arrangements, the contractor shall also comply with any additional requirements stated in the specifications."

## **B. Time Control**

**30. Program and progress report** 30.1 Within the time stated in the PCC, after the date of the Letter of acceptance, the contractor shall submit to the project manager for approval a program showing the general methods, arrangements, order, and timing for all the activities in the works. In the case of a lump-sum contract, the activities in the program shall be consistent with those in the activity schedule. The project manager's approval of the program shall not alter the contractor's obligations. The contractor may revise the program and submit it to the project manager again at any time. A revised program shall show the effect of variations and compensation events.

30.2 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.

30.3 The contractor shall monitor progress of the works and submit to the project manager progress report and any updated program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining works, including any changes to the sequence of the activities, at intervals no longer than the periods stated in the PCC. If the contractor does not submit an updated program within this period, the project manager may withhold the amount stated in the PCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted. In the case of lump-sum contract, the contractor shall provide an updated activity schedule within 14 days of being instructed to by the project manager.

30.4 Unless otherwise stated in the specifications, each progress report shall include the environmental and social (ES) metrics set out in Appendix B.

30.5 In addition to the progress reports, the contractor shall inform the project manager immediately of any allegation, incident or accident in the site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, employer's personnel or contractor's personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the

type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

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

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

**31.Extension of the intended completion date**

31.1 The project manager shall extend the intended completion date if a compensation event occurs or a variation is issued which makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining work, which would cause the contractor to incur additional cost.

31.2 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.

**32.Acceleration**

32.1 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.

32.2 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.



**33.Delays ordered by the project manager** 33.1 The project manager may instruct the contractor to delay the start or progress of any activity within the works.

**34.Management meetings** 34.1 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.

34.2 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

**35.Early warning** 35.1 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.

35.2 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**

**36.Identify defects** 36.1 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

**37.Tests** 37.1 If the project manager instructs the contractor to carry out a test not specified in the specifications to check whether any work has a defect and the test shows that it does, the contractor shall pay for the test and



any samples. If there is no defect, the test shall be a compensation event.

**38. Correction of defects**

38.1 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.

38.2 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.

**39. Uncorrected defects**

39.1 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**

**40. Contract price<sup>25</sup>**

40.1 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.

**41. Changes in the contract price<sup>26</sup>**

41.1 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.

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<sup>25</sup> In lump-sum contracts, replace GCC sub-clause 40.1 as follows:

40.1 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>26</sup> In lump-sum contracts, replace entire GCC clause 41 with new GCC sub-clause 41.1, as follows:

41.1 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

41.2 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.

## **42. Variations**

42.1 All variations shall be included in updated programs<sup>27</sup> produced by the contractor.

42.2 The contractor shall provide the project manager with a quotation for carrying out the variation when requested to do so by the project manager. The contractor shall also provide information of any ES risks and impacts of the variation. The project manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the project manager and before the variation is ordered.

42.3 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.

42.4 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.

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

42.6 If the work in the variation corresponds to an item description in the bill of quantities and if, in the opinion of the project manager, the quantity of work above the limit stated in GCC sub-clause 41.1 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>28</sup>.

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<sup>27</sup> In lump-sum contracts, add "and activity schedules" after "programs."

<sup>28</sup> In lump-sum contracts, delete this paragraph.

42.7 Value engineering: The contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle cost) the employer may incur in implementing the value engineering proposal;
- (c) a description of any effect(s) of the change on performance/functionality; and
- (d) a description of the proposed work to be performed, a program for its execution and sufficient ES information to enable an evaluation of ES risks and impacts.

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

- (a) accelerates the contract completion period; or
- (b) reduces the contract price or the life cycle costs to the employer; or
- (c) improves the quality, efficiency, safety or sustainability of the facilities; or
- (d) yields any other benefits to the employer,

without compromising the functionality of the works.

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

- (a) a reduction of the contract price; the amount to be paid to the contractor shall be the percentage specified in the PCC of the reduction in the contract price; or

(b) an increase in the contract price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the contractor shall be the full increase in the contract price

**43. Cash flow  
forecast**

43.1 When the program<sup>29</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.

**44. Payment  
certificates**

44.1 The contractor shall submit to the project manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

44.2 The project manager shall check the contractor's monthly statement and certify the amount to be paid to the contractor.

44.3 The value of work executed shall be determined by the project manager.

44.4 The value of work executed shall comprise the value of the quantities of work in the bill of quantities that have been completed<sup>30</sup>.

44.5 The value of work executed shall include the valuation of variations and compensation events.

44.6 The project manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

44.7 If the contractor was, or is, failing to perform any ES obligations or work under the contract, the value of this work or obligation, as determined by the project manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the project manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:

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<sup>29</sup> In lump-sum contracts, add "or activity schedule" after "program."

<sup>30</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."

- (a) failure to comply with any ES obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;
- (b) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
- (c) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;
- (d) failing to have appropriate consents/permits prior to undertaking Works or related activities;
- (e) failure to submit ES report/s (as described in Appendix B), or failure to submit such reports in a timely manner;
- (f) failure to implement remediation as instructed by the project manager within the specified timeframe (e.g. remediation addressing non-compliance/s).

## **45. Payments**

45.1 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.

45.2 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.

45.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the contract price.

45.4 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.

#### **46.Compensation events**

46.1 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 effects on the contractor of any of the employer's risks.

(j) The project manager unreasonably delays issuing a certificate of completion.

46.2 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.

46.3 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 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.

46.4 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

#### **47.Tax**

47.1 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 49.

#### **48.Currencies**

48.1 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.

#### **49.Price adjustment**

49.1 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:

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

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>31</sup> specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the contract price payable in that specific currency “c;” and

$Imc$  is the index prevailing at the end of the month being invoiced and  $loc$  is the index prevailing 28 days before bid opening for inputs payable; both in the specific currency “c.”

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

## **50.Retention**

50.1 The employer shall retain from each payment due to the Contractor the proportion stated in the PCC until completion of the whole of the works.

50.2 Upon the issue of a certificate of completion of the works by the project manager, in accordance with GCC sub-clause 57.1, 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.

**51.Liquid damages** 51.1 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.

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<sup>31</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.



51.2 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 45.1.

## **52. Bonus**

52.1 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

## **53. Advance payment**

53.1 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.

53.2 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.

53.3 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.

## **54. Securities**

54.1 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 certificate of completion in the case of a performance bond.

#### **55.Dayworks**

55.1 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.

55.2 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.

55.3 The contractor shall be paid for dayworks subject to obtaining signed dayworks forms.

#### **56.Cost of repairs**

56.1 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**

#### **57.Completion**

57.1 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.

#### **58.Taking over**

58.1 The employer shall take over the site and the works within seven days of the project manager's issuing a certificate of completion.

#### **59.Final account**

59.1 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.

**60.Operating and maintenance manuals**

60.1 If “as built” drawings and/or operating and maintenance manuals are required, the contractor shall supply them by the dates stated in the PCC.

60.2 If the contractor does not supply the drawings and/or manuals by the dates stated in the PCC pursuant to GCC sub-clause 60.1, or they do not receive the project manager’s approval, the project manager shall withhold the amount stated in the PCC from payments due to the contractor.

**61.Termination**

61.1 The employer or the contractor may terminate the contract if the other party causes a fundamental breach of the contract.

61.2 Fundamental breaches of contract shall include, but shall not be limited to, the following:

- (a) the contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the project manager;
- (b) the project manager instructs the contractor to delay the progress of the works, and the instruction is not withdrawn within 28 days;
- (c) the employer or the contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the project manager is not paid by the employer to the contractor within 84 days of the date of the project manager’s certificate;
- (e) the project manager gives notice that failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the project manager;
- (f) the contractor does not maintain a security, which is required;
- (g) the contractor has delayed the completion of the works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the PCC; or
- (h) if the contractor, in the judgment of the employer has engaged in fraud and corruption, as defined in paragraph 2.2 a of the Appendix A to

the GCC, in competing for or in executing the contract, then the employer may, after giving fourteen (14) days written notice to the contractor, terminate the contract and expel him from the site.

61.3 Notwithstanding the above, the employer may terminate the contract for convenience.

61.4 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

61.5 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 61.2 above, the project manager shall decide whether the breach is fundamental or not.

## **62.Payment upon termination**

62.1 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.

62.2 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.

## **63.Property**

63.1 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.

## **64.Release from performance**

64.1 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.

- 65.Suspension of IFAD loan or credit** 65.1 In the event that IFAD 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 IFAD's suspension notice.
  - (b) If the contractor has not received sums due to it within the 28 days for payment provided for in GCC sub-clause 45.1, the contractor may immediately issue a 14-day termination notice.
- 66.SECAP Performance standards** 66.1 This contract shall be implemented in a manner consistent with IFAD's Social, Environmental and Climate Assessment Procedures (SECAP), available on <https://www.ifad.org/en/secap>

## Appendix A

### Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations

(revised on 12 December 2018 (EB 2018/125/R.6))

#### I. Introduction

1. The Fund recognizes that the prevention and mitigation of fraud and corruption in its activities and operations are core components of its development mandate and fiduciary duties. The Fund does not tolerate the diversion or waste of its resources through the practices defined in paragraph 6 below.
2. The objective of this policy is to establish the general principles, responsibilities and procedures to be applied by the Fund in preventing and addressing prohibited practices in its activities and operations.
3. This policy takes effect on the date of its issuance. It supersedes and replaces the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (EB 2005/85/R.5/Rev.1) dated 24 November 2005.

#### II. Policy

##### A. General principles

4. The Fund has no tolerance towards prohibited practices in its activities and operations. All individuals and entities listed in paragraph 7 below must take appropriate action to prevent, mitigate and combat prohibited practices when participating in an IFAD-financed and/or IFAD-managed operation or activity.
5. The Fund endeavours to ensure that individuals and entities that help to prevent or report, in good faith, allegations of prohibited practices are protected against retaliation and to protect individuals and entities that are the subject of unfair or malicious allegations.

##### B. Prohibited practices

6. The following practices are considered to be prohibited practices when engaged in connection with an IFAD-financed and/or IFAD-managed operation or activity:
  - (a) A “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;
  - (b) A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;

- (c) A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
- (d) A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party in order to improperly influence the actions of that or another party;
- (e) An “obstructive practice” is: (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund’s contractual rights of audit, inspection and access to information.

## **C. Scope**

7. This policy applies to all IFAD-financed and/or IFAD-managed operations and activities and to the following individuals and entities:
  - (a) IFAD staff and other persons working for IFAD as non-staff personnel (“IFAD staff and non-staff personnel”);
  - (b) staff and non-staff personnel”);
  - (c) Individuals and entities holding a commercial contract with the Fund and any of their agents or personnel (“vendors”);
  - (d) Public entities receiving IFAD financing or financing managed by the Fund and any of their agents or personnel (“government recipients”) and private entities receiving IFAD financing or financing managed by the Fund and any of their agents or personnel (“non-government recipients”) (all collectively referred to as “recipients”); and
  - (e) Individuals and entities, other than those referred to above, that receive, apply to receive, are responsible for the deposit or transfer of, or take or influence decisions regarding the use of proceeds from IFAD financing or financing managed by the Fund, including, but not limited to, implementing partners, service providers, contractors, suppliers, subcontractors, sub-suppliers, bidders, consultants and any of their agents or personnel. (All such individuals and entities are collectively referred to as “third parties”).

## **D. Responsibilities**

### **(i) Responsibilities of the Fund**

8. The Fund endeavours to prevent, mitigate and combat prohibited practices in its operations and activities. This may include adopting and maintaining:



- (a) Communication channels and a legal framework designed to ensure that this policy is communicated to IFAD staff and non-staff personnel, vendors, recipients and third parties and that it is reflected in procurement documents and contracts relating to IFAD-financed and/or IFAD-managed activities and operations;
- (b) Fiduciary controls and supervisory processes designed to support adherence to this policy by IFAD staff and non-staff personnel, vendors, recipients and third parties;
- (c) Measures relating to the receipt of confidential complaints, whistle-blower protection, investigations, sanctions and disciplinary measures which are designed to ensure that prohibited practices can be properly reported and addressed; and
- (d) Measures designed to ensure that the Fund can report individuals and entities that have been found to have engaged in prohibited practices to other multilateral organizations which may be exposed to similar actions by the same individuals and entities and to local authorities in cases where local laws may have been violated.

**(ii) Responsibilities of IFAD staff and non-staff personnel, vendors and third parties**

9. When participating in an IFAD-financed and/or IFAD-managed operation or activity, IFAD staff and non-staff personnel, vendors and third parties will:
- (a) Refrain from engaging in prohibited practices;
  - (b) Participate in due diligence checks and disclose, as required, information relating to themselves or any of their key personnel concerning relevant criminal convictions, administrative sanctions and/or temporary suspensions; information concerning agents engaged in connection with a procurement process or contract, including the commissions or fees paid or to be paid; and information concerning any actual or potential conflicts of interest in connection with a procurement process or the execution of a contract;
  - (c) Promptly report to the Fund any allegations or other indications of prohibited practices that come to their attention by virtue of their involvement in an IFAD-financed and/or IFAD-managed operation or activity;
  - (d) Fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity, and by having such accounts, premises, documents and records audited and/or inspected by auditors and/or investigators appointed by the Fund; and
  - (e) Maintain strict confidentiality regarding any and all information received as a consequence of their participation in an IFAD investigation or sanctioning process.
10. When participating in an IFAD-financed and/or IFAD-managed operation or activity, vendors and third parties will maintain all accounts, documents and records relating to that operation or activity for an adequate period of time, as specified in the relevant procurement documents or contract.



### (iii) Responsibilities of recipients

11. When participating in an IFAD-financed and/or IFAD-managed operation or activity, recipients will take appropriate action to prevent, mitigate and combat prohibited practices. In particular, they will:

- (a) Adopt appropriate fiduciary and administrative practices and institutional arrangements in order to ensure that the proceeds of any IFAD financing or financing managed by the Fund are used only for the purposes for which they were provided;
- (b) During selection processes and/or prior to entering into a contractual relationship with a third party, conduct appropriate due diligence checks of the selected bidder or potential contractor, including by verifying whether the selected bidder or potential contractor is publicly debarred by any of the IFIs that are signatories to the Agreement for Mutual Enforcement of Debarment Decisions<sup>32</sup> and, if so, whether the debarment meets the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions;
- (c) Take appropriate action to inform third parties and beneficiaries (defined as “persons whom the Fund intends to serve through its grants and loans”) of the present policy as well as the Fund’s confidential and secure e-mail address for the receipt of complaints concerning prohibited practices;
- (d) Include provisions in procurement documents and contracts with third parties which:
  - (i) Require third parties to disclose, in the course of a procurement process and any time thereafter, information relating to themselves or any of their key personnel concerning relevant criminal convictions, administrative sanctions and/or temporary suspensions; information concerning agents engaged in connection with a procurement process or the execution of a contract, including the commissions or fees paid or to be paid; and information concerning any actual or potential conflicts of interest in connection with a procurement process or the execution of a contract;
  - (ii) Require third parties to promptly report to the Fund any allegations or other indications of prohibited practices that come to their attention by virtue of their involvement in an IFAD-financed and/or IFAD-managed operation or activity;
  - (iii) Inform third parties of the Fund’s jurisdiction to investigate allegations and other indications of prohibited practices and to impose sanctions on third parties for such practices in connection with an IFAD-financed and/or IFAD-managed operation or activity;

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<sup>32</sup> The Agreement for Mutual Enforcement of Debarment Decisions, dated 9 April 2010, was signed by five of the leading IFIs, namely, the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank and the World Bank Group.

- (iv) Require third parties to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD- financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected
  - (v) by auditors and/or investigators appointed by the Fund;
  - (vi) Require third parties to maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for an adequate period of time as agreed with the Fund;
  - (vii) Inform third parties of the Fund's policy of unilaterally recognizing debarments imposed by other IFIs if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions; and
  - (viii) Provide for early contract termination or suspension by the recipient if such termination or suspension is required as a consequence of a temporary suspension or sanction imposed or recognized by the Fund;
- (e) Promptly inform the Fund of any allegations or other indications of Prohibited Practices that come to their attention;
  - (f) Fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, documents and records audited and/or inspected by auditors and/or investigators appointed by the Fund;
  - (g) Maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for an adequate period of time, as specified in the relevant financing agreement; and
  - (h) Maintain strict confidentiality regarding any and all information received as a consequence of their participation in an IFAD investigation or sanctioning process.
12. Where the Fund finds that prohibited practices have occurred, recipients will: (a) Take appropriate corrective measures in coordination with the Fund; and (b) Give full effect to any temporary suspension or sanction imposed or recognized by the Fund, including by not selecting a bidder, not entering into a contract or suspending or terminating a contractual relationship.
13. Prior to the implementation of an IFAD-financed and/or IFAD-managed operation or activity, government recipients will inform the Fund of the arrangements that they have made for receiving and taking action in response to allegations of fraud and corruption relating to the IFAD-financed and/or IFAD-managed operation or activity, including by designating an independent and competent local authority to be responsible for receiving, reviewing and investigating such allegations.

14. When participating in an IFAD-financed and/or IFAD-managed operation or activity, government recipients will, in consultation with the Fund, take timely and appropriate action to launch a local investigation into allegations and/or other indications of fraud and corruption relating to the IFAD-financed and/or IFAD-managed operation or activity; inform the Fund of the actions taken in any such investigation at such intervals as may be agreed upon by the recipient and the Fund on a case-by-case basis; and, upon the completion of such investigation, promptly share the findings and results thereof, including the supporting evidence, with the Fund. Government recipients will work with the Fund to coordinate any actions other than investigations that they may wish to undertake in response to an alleged or otherwise indicated prohibited practice.
15. Government recipients are encouraged to have in place, in accordance with their laws and regulations, effective whistle-blower protection measures and confidential reporting channels in order to appropriately receive and address allegations of fraud and corruption relating to IFAD-financed and/or IFAD-managed operations and activities.

## **E. Process**

### **(i) Reporting**

16. A designated confidential and secure e-mail address for the receipt of allegations of prohibited practices is available on the Fund's website.
17. In the event of uncertainty as to whether or not an act or omission constitutes a prohibited practice, the designated confidential and secure e-mail address may be used to seek guidance.
18. The Fund treats all reported allegations with strict confidentiality. This means that the Fund does not normally reveal the identity of a reporting party to anybody outside of the investigative, sanctioning or disciplinary process without the consent of the reporting party.
19. The Fund endeavours to provide protection from retaliation to any individuals or entities that have helped prevent or have reported to the Fund, in good faith, allegations or other indications of prohibited practices. IFAD staff and non-staff personnel are protected from retaliation under the Fund's Whistle-blower Protection Procedures.

### **(ii) Investigations**

20. Where the Fund has reason to believe that prohibited practices may have occurred, the Fund may decide to review and investigate the matter, irrespective of any investigative actions launched or planned by the recipient.
21. The purpose of an investigation conducted by the Fund is to determine whether an individual or entity has engaged in one or more prohibited practices in connection with an IFAD-financed and/or IFAD-managed operation or activity.
22. Reviews and investigations conducted by the Fund are, inter alia:
  - (a) Strictly confidential, meaning that the Fund does not disclose to anyone outside of the investigative, sanctioning or disciplinary process any evidence or information

relating to the review or investigation, including the outcome of a review or investigation, unless such disclosure is allowed under the Fund's legal framework;

- (b) Independent, meaning that no authority is allowed to interfere with an ongoing review or investigation or to otherwise intervene in, influence or stop such a review or investigation; and
- (c) Administrative, as opposed to criminal, in nature, meaning that reviews and investigations conducted by the Fund are governed by the Fund's rules and procedures, not by local laws.

23. The office within the Fund that is mandated to conduct reviews and investigations into alleged or otherwise indicated prohibited practices is the Office of Audit and Oversight (AUO). Without prejudice to paragraphs 9(d) and 11(f), AUO may agree not to disclose to anybody outside of AUO any evidence or information that it has obtained on the condition that such evidence or information may be used solely for the purpose of generating new evidence or information, unless the provider of the evidence or information consents.

## **F. Sanctions and related measures**

### **(i) Temporary suspensions**

24. During the course of an IFAD review or investigation, or pending the conclusion of a sanctioning process, the Fund may decide, at any time, to temporarily suspend payments to IFAD non-staff personnel, non-government recipients, vendors or third parties or to temporarily suspend their eligibility to participate in IFAD- financed and/or IFAD-managed operations and activities for an initial period of six (6) months, subject to a possible extension of that suspension for an additional six (6) months.

25. IFAD staff may be temporarily suspended from their duties in accordance with the applicable human resources framework.

### **(ii) Sanctions**

26. If the Fund determines that IFAD non-staff personnel, non-government recipients, vendors or third parties have engaged in prohibited practices, the Fund may impose administrative sanctions on such individuals or entities.

27. Sanctions are imposed on the basis of: (i) the findings and evidence presented by AUO, including mitigating and exculpatory evidence; and (ii) any evidence or arguments submitted by the subject of the investigation in response to the findings presented by AUO.

28. The Fund may apply any of the following sanctions or a combination thereof:

- (a) Debarment, which is defined as declaring an individual or entity ineligible, either indefinitely or for a stated period of time, to: (i) be awarded any IFAD- financed contract; (ii) benefit, financially or otherwise, from any IFAD- financed contract, including by being engaged as a subcontractor; and (iii) otherwise participate in

the preparation or implementation of any IFAD- financed and/or IFAD-managed operation or activity;

- (b) Debarment with conditional release, which is defined as a debarment that is terminated upon compliance with conditions set forth in the sanction decision;
  - (c) Conditional non-debarment, which is defined as requiring an individual or entity to comply with certain remedial, preventive or other measures as a condition for non-debarment on the understanding that a failure to comply with such measures within a prescribed period of time will result in an automatic debarment under the terms provided for in the sanction decision;
  - (d) Restitution, which is defined as a payment to another party or the Fund (with respect to the Fund's resources) of an amount equivalent to the amount of the diverted funds or the economic benefit obtained as a result of having engaged in a prohibited practice; and
  - (e) Letter of reprimand, which is defined as a formal letter of censure for the actions of an individual or entity which informs that individual or entity that any future violation will lead to more severe sanctions.
29. The Fund may extend the application of a sanction to any affiliate of a sanctioned party even if the affiliate has not been directly involved in the prohibited practice. An affiliate is defined as any individual or entity that is: (i) directly or indirectly controlled by the sanctioned party; (ii) under common ownership or control with the sanctioned party; or (iii) acting as an officer, employee or agent of the sanctioned party, including owners of the sanctioned party and/or those who exercise control over the sanctioned party.
30. For the purposes of IFAD-financed and/or IFAD-managed operations and activities, the Fund may consider as debarred individuals and entities that have been debarred by another IFI where: (i) that IFI is a signatory to the Agreement for Mutual Enforcement of Debarment Decisions; and (ii) such debarment meets the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.<sup>33</sup>

### **(iii) Disciplinary measures**

31. If the Fund finds that IFAD staff have engaged in prohibited practices, the Fund may apply disciplinary measures and may require restitution or other compensation in accordance with the applicable human resources framework.

## **G. Referrals and information-sharing**

32. The Fund may, at any time, refer information or evidence relating to an ongoing or completed investigative, sanctioning or disciplinary process to the local authorities of a Member State. In determining whether such a referral is appropriate, the Fund takes into consideration the interests of the Fund, the affected Member States, the individuals

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<sup>33</sup> The Fund may, in the future, decide to also recognize debarments imposed by entities that are not signatories to the Agreement for Mutual Enforcement of Debarment Decisions.

or entities under investigation and any other persons, such as witnesses, who are involved in the case.

33. If the Fund obtains information or evidence indicating potential wrongdoing in connection with the operations and/or activities of another multilateral organization, the Fund may make such information or evidence available to the other organization for the purposes of its own investigative, sanctioning or disciplinary processes.
34. In order to facilitate and regulate the confidential exchange of information and evidence with local authorities and multilateral organizations, the Fund seeks to conclude agreements which establish the rules for such an exchange.

## **H. Operational responses to Prohibited Practices**

### **(i) Rejection of an award of contract**

35. The Fund may refuse to give its no-objection to the award of a contract to a third party if it determines that the third party, or any of its personnel, agents, subconsultants, subcontractors, service providers, suppliers and/or their employees, engaged in a prohibited practice while competing for the contract in question.

### **(ii) Declaration of misprocurement and/or ineligibility of expenditures**

36. The Fund may, at any time, declare a misprocurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that a third party or a representative of the recipient has engaged in a prohibited practice in connection with the procurement process or contract at issue and that the recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.

### **(iii) Suspension or cancellation of loan or grant**

37. If the Fund determines that a recipient has not taken timely and appropriate action, satisfactory to the Fund, to address prohibited practices when they occur, the Fund may suspend or cancel, in whole or in part, the loan or grant affected by such practices.



## Appendix B

### Environmental and Social (ES) Metrics for Progress Reports

Metrics for regular reporting:

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

- ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
  - iii. actions taken to recommend/require improved conditions, or to improve conditions.
- g. Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);
- h. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);
- i. training:
  - i. number of new workers, number receiving induction training, dates of induction training;
  - ii. number and dates of toolbox talks, number of workers receiving occupational health and safety (OHS), environmental and social training;
  - iii. number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
  - iv. number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on code of conduct for contractor's personnel (in the reporting period and in the past), etc.
- j. environmental and social supervision:
  - i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
  - ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
  - iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. Grievances: list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date



received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):

- i. Worker grievances;
  - ii. Community grievances
- l. Traffic, road safety and vehicles/equipment:
  - i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
  - ii. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
  - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. Environmental mitigations and issues (what has been done):
  - i. dust: number of working bowsters, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
  - ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
  - iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
  - iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
  - v. spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
  - vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
  - vii. details of tree plantings and other mitigations required undertaken in the reporting period;
  - viii. details of water and swamp protection mitigations required undertaken in the reporting period.
- n. compliance:

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

## Section VII Particular Conditions of Contract

Except where otherwise specified, all particular conditions of contract should be filled in by the employer prior to issuance of the bidding document. Schedules and reports to be provided by the employer should be annexed.

A. General	
GCC 1.1(d)	The financing institution is <b>International Fund for Aquaculture Development (IFAD)</b>
GCC 1.1(r)	The employer is <b>State Department for Fisheries, Aquaculture and the Blue Economy Aquaculture Business Development Programme P.O Box 904- 10100, Nyeri</b>
GCC 1.1(v)	The intended completion date for the whole of the works shall be <b>8 Months from Start of Contract</b>
GCC 1.1 (y)	The project manager is  <b>AQUACULTURE BUSINESS DEVELOPMENT PROGRAMME IFAD Building Kamakwa Road (Opp. Nyeri Club) P.O. Box 904-10100 NYERI Email: <a href="mailto:info@abdpku.org">info@abdpku.org</a> Telephone: +254(0)721490056/750484817/754929293</b>

GCC 1.1 (aa)	<p>The site is located at  <b>Bumbe Beach in Busia County, Wichlum and Kokach beach in Kisumu County, Ogal and Asat beach in Kisumu County, Mainuga, Wakula, Nyandiwa beach in Homabay County &amp; Got Kachola Beach in Migori County.</b></p> <p>and is defined in drawings</p> <p><b>Lot 1: Bumbe Beach Landing Site</b></p> <p><b>Lot 2: Wichlum Beach Landing Site</b></p> <p><b>Lot 3: Kokach Beach Landing Site</b></p> <p><b>Lot 4: Ogal Beach Landing Site</b></p> <p><b>Lot 5: Asat Beach Landing Site</b></p> <p><b>Lot 6: Mainuga Beach Landing Site</b></p> <p><b>Lot 7: Wakula Beach Landing Site</b></p> <p><b>Lot 8: Nyandiwa Beach Landing Site</b></p> <p><b>Lot 9: Got Kachola Beach Landing Site</b></p>
GCC 1.1 (dd)	The start date shall be: <b>TO BE AGREED</b>
GCC 1.1 (hh)	<p>The works consist of:</p> <p><b>Site Earthworks and Clearance, Reclamation and Soil Improvement, Pavements and Drainage, Fish Landing Jetty, Sitewide Reticulation, Power supply and Solar Power Equipment (Inverter/ PV), Standby Diesel Generator, Ventilation and Airconditioning, Fish Dryer and Associated services, Blast Freezer and Associated Services, Cold Room/ Ice Flake Machines, Internal Foul Water Drainage, Rainwater Drainage, Firefighting Installation, Internal Plumbing Installation, Sanitary Fittings, Fish Processing Plant, In-house Sadine Processing Plant , Administration Block/ BMU Offices, Ablution Block, Fish Landing Wharf/ Receiving Banda, Powerhouse, Gate House, Security Fence, Water Treatment House, Elevated Storage Tank, Storage Room in Processing Plant, Waste management system</b></p>
GCC 2.2	Sectional completions are: <b>N/A</b>

## Section VII. Particular Conditions of Contract

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Project: CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5) RIPARIAN COUNTIES OF LAKE VICTORIA MOALF/SDFA&BE/ABDP/NCB-W/2021-2022/02-01/ AWPB 02.02.08KEN-2000001132-0272-W-ICB

GCC 2.3(i)	The following documents also form part of the contract: <b>N/A</b>
GCC 3.1	The language of the contract is <b>ENGLISH</b> The law that applies to the contract is the law of <b>KENYA</b>
GCC 5.1	The project manager <b>MAY</b> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: <b>N/A</b>
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the works, plant and materials <b>Contractor's All Risk Policy</b> (b) For loss or damage to equipment <b>Full Value of the Equipment.</b> (c) for loss or damage to property (except the works, plant, materials, and equipment) in connection with contract <b>Full Value of the Property.</b> (d) for personal injury or death: (i) of the contractor's employees: <b>KES 5,000,000.00</b> (ii) of other people: <b>KES 5,000,000.00</b>
GCC 14.1	Site data are: <b>Bumbe Beach in Busia County, Wichlum and Kokach beach in Kisumu County, Ogal and Asat beach in Kisumu County, Mainuga, Wakula, Nyandiwa beach in Homabay County &amp; Got Kachola Beach in Migori County.</b>
GCC 20.1	The site possession date(s) shall be: <b>No later than the Commencement Date, and not later than 14 days after Commencement Date.</b>
GCC 23.1 GCC 23.2	Appointing authority for the adjudicator: <i>Chartered Institute of Arbitrator, Kenya Chapter</i>
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the adjudicator: Kenya Shillings Fifteen Thousand.
GCC 24.4	Institution whose arbitration procedures shall be used: "United Nations Commission on International Trade Law (UNCITRAL) arbitration rules: "Any dispute, controversy, or claim arising out of or relating to this contract, or breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL arbitration rules as at present in force.". The seat and venue of arbitration shall be Nairobi, Kenya.

## Section VII. Particular Conditions of Contract

Project: CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5) RIPARIAN COUNTIES OF LAKE VICTORIA  
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B. Time Control	
GCC 30.1	The contractor shall submit for approval a program for the works within <b>14 Days</b> from the date of the letter of acceptance.
GCC 30.3	<p>The period between program updates is <b>14 days</b>.</p> <p>The amount to be withheld for late submission of an updated program is <b>Whole Certificate</b></p> <p>The period for submission of progress reports is <b>14 days</b>.</p>
C. Quality Control	
GCC 38.1	The defects liability period is: <b>12 Months</b>
D. Cost Control	
GCC 42.7	N/A
GCC 48.1	The currency of the employer's country is: <b>KENYA SHILLINGS</b>
GCC 49.1	<b>The contract IS NOT subject to price adjustment in accordance with GCC clause 45, and the following information regarding coefficients DOES NOT apply.</b>
<b>GCC 50.1</b>	<b>The proportion of payments retained is: 10%</b>
GCC 51.1	The liquidated damages for the whole of the works are <b>0.175% of the delayed contract price</b> per day. The maximum amount of liquidated damages for the whole of the works is 10% of the final contract price.
GCC 52.2	The bonus is not applicable
<b>GCC 53.1</b>	<b>The advance payments shall be: 10% of the Accepted Contract Amount</b>
GCC 54.1	An environmental and social (ES) performance security <i>shall not</i> be provided to the employer.

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GCC 54.1	<p>The performance security amount will be in the form of a <b>Performance Bond</b> in the amount of <b>10 percent (%)</b> of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount</p> <p>(a) Performance security in the form of on demand bank guarantee: in the amount(s) of 10% of the accepted contract amount and in the same currency(ies) of the accepted contract amount.</p>
<b>E. Finishing the Contract</b>	
GCC 60.1	<p>The date by which operating and maintenance manuals are required is <i>30 days after practical completion</i></p> <p>The date by which “as built” drawings are required is <i>30days after practical completion</i></p>
GCC 60.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC sub-clause 60.1 is <i>0.1% of contract sum.</i>
GCC 61.2(g)	The maximum number of days is: <i>60days.</i>
GCC 62.1	The percentage to apply to the value of the work not completed, representing the employer’s additional cost for completing the works, is <i>25%</i>

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## Notice of Intent to Award

*Insert project logo (if  
existing)*

For the attention of the 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]*

**DATE OF TRANSMISSION:** *[insert date]*

**Procuring entity:** *[insert the name of the procuring entity]*

**Procurement title:** *[insert]*

**Ref no:** *[insert]*

This notice of intent to award (NOITA) notifies you of our decision to award the above contract to *[insert the successful bidder]*.

Please note that this notice does not constitute any contract between the procuring entity and the bidder and neither establishes any legal rights or obligations for the procuring entity or bidder.

**[IMPORTANT: provide the results of the evaluation and the prices of each bidder [if applicable] in this NOITA].**

Name of bidder	Points scored	Bid price	Evaluated bid price (if applicable)
[insert name]	[insert points]	[insert bid price]	[insert evaluated price]
[insert name]	[insert points]	[insert bid price]	[insert evaluated price]
[insert name]	[insert points]	[insert bid price]	[insert evaluated price]
[insert name]	[insert points]	[insert bid price]	[insert evaluated price]
[insert name]	[insert points]	[insert bid price]	[insert evaluated price]

If your bid has not been successful, 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 [insert number of stated in the bidding document and see the module M1 on debriefs in the IFAD Procurement Handbook for more information] business days of receipt of this NOITA.

If your request for a debriefing is received within the deadline above, we will provide the debriefing within [insert number stated in the bidding document and see the module M1 on debriefs in the IFAD Procurement Handbook for more information] business days of receipt of your request.

The debriefing may be in writing, by 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.

The period within which you can protest the procurement proceedings lasts [insert number stated in the bidding document and see the module M2 on protests in the IFAD Procurement Handbook for more information] business days after the date of transmission of this NOITA.

Yours sincerely,

Authorised Official

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Project: CONSTRUCTION OF NINE (9) FISH LANDING SITES IN FIVE (5 ) RIPARIAN COUNTIES OF LAKE :  
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## Letter of Acceptance

*[on letterhead paper of the employer]*

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

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

Subject: ..... *[notification of award contract no].* .....

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

You are requested to furnish (i) the performance security and an environmental and social  
(ES) performance security *[delete ES performance security if it is not required under the  
contract]* within 28 days in accordance with the conditions of contract, using for that purpose  
the performance security form and the ES performance security form, *[delete reference to  
the ES performance security form if it is not required under the contract]*  
*[choose one of the following statements:]*

We accept that \_\_\_\_\_ *[insert the name of adjudicator proposed by  
the bidder]* be appointed as the adjudicator.

*[or]*

We do not accept that \_\_\_\_\_ *[insert the name of the adjudicator  
proposed by the bidder]* be appointed as the adjudicator, and by sending a copy of this letter  
of acceptance to \_\_\_\_\_ *[insert name of the  
appointing authority]*, the appointing authority, we are hereby requesting such authority to  
appoint the adjudicator in accordance with ITB 48.1 and GCC sub-clause 23.1.

Authorized signature:

Name and title of signatory:

Name of agency:

Attachment: contract agreement

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## Contract Agreement

This agreement made the . . . . .day of . . . . ., . . . . ., between . . . . . *[name of the employer]*. . . . . (hereinafter “the employer”), of the one part, and . . . . . *[name of the contractor]*. . . . .(hereinafter “the contractor”), of the other part:

Whereas the employer desires that the works known as . . . . . *[name of the contract]*. . . . .should be executed by the contractor, and has accepted a bid by the contractor for the execution and completion of these works and the remedying of any defects therein,

The employer and the contractor agree as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement. This agreement shall prevail over all other contract documents.
  - (a) the Letter of Acceptance
  - (b) the Letter of Bid
  - (c) the Addenda nos \_\_\_\_\_(if any)
  - (d) the Particular Conditions
  - (e) the General Conditions of Contract, including appendices;
  - (f) the Specifications
  - (g) the Drawings
  - (h) Bill of Quantities; and
  - (i) any other document listed in the PCC as forming part of the contract, but not limited to;
    - i. the ES Management Strategies and Implementation Plans; and
    - ii. Code of Conduct for Contractor’s Personnel (ES).
3. In consideration of the payments to be made by the employer to the contractor as specified in this agreement, the contractor hereby covenants with the employer to execute the works and to remedy defects therein in conformity in all respects with the provisions of the contract.
4. The employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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



Signed by		Signed by	
For and behalf of the employer		For and behalf of the contractor	
In the presence of		In the presence of:	
Witness, name, signature, address, date		Witness, name, signature, address, date	

## Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

At the request of the applicant, we as guarantor, hereby irrevocably undertake to pay the beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*,<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... 2, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

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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.*

## 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]* upon receipt by us of the beneficiary's complying demand supported by the beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the applicant:

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

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

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

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payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,<sup>34</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.

---

*[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>34</sup> Insert the expected completion date as described in GCC sub- clause 57.1. The employer should note that in the event of an extension of the expected completion date 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."



## Self-Certification Form

This self-certification form is to be completed by the contractor. The contractor shall submit the completed form together with the signed contract agreement to *[insert name of procuring entity]*. Instructions for completing this form are provided below.

Full legal name of contractor:	
Full legal name of contractor's legal representative and position:	
Full name and number of contract:	
Project with which contract was signed:	
Country:	
Date:	

I hereby certify that I am the authorized representative of *[name of the contractor]*, as well as that the information provided herein is true and accurate in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this self-certification may result in sanctions and remedies, including the suspension or termination of the contract between the contractor and the procuring entity, as well as the permanent ineligibility to participate in IFAD-financed and/or IFAD-managed activities and operations, in accordance with the IFAD Procurement Guidelines, the IFAD Procurement Handbook and other applicable IFAD policies and procedures, including **IFAD's Policy on Preventing Fraud and Corruption in its Activities and Operations** (accessible at [www.ifad.org/anticorruption\\_policy](http://www.ifad.org/anticorruption_policy)) and its **Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse** (accessible at <https://www.ifad.org/en/document-detail/asset/40738506>).

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

- ☐ The contractor certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NOT** engaged in fraudulent, corrupt, collusive, coercive or obstructive practices, in connection with the present procurement process and this contract.
- ☐ The contractor declares that the following criminal convictions, administrative sanctions (including debarments under the Agreement for Mutual Enforcement of Debarment Decisions or the "Cross-Debarment Agreement")<sup>35</sup> and/or temporary suspensions have been imposed on the contractor and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

Nature of the measure (i.e., criminal conviction, administrative sanction or temporary suspension)	Imposed by	Name of party convicted, sanctioned or suspended (and relationship to contractor)	Grounds for the measure (i.e., fraud in procurement or corruption in contract execution)	Date and time (duration) of measure

If no criminal convictions, administrative sanctions or temporary suspensions have been imposed, indicate "none".

- ☐ The contractor certifies that its director(s), proprietor(s), and personnel, and the personnel of its agents, sub-consultants, sub-contractors, consortium and joint venture partners are **NOT** subject to a criminal conviction, administrative sanctions or investigations for incidents of sexual harassment and sexual exploitation and a                      buse.
- ☐ The contractor certifies that itself, its proprietor(s), agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NO** actual, potential or reasonably perceived conflicts of interest and specifically that they:
- ☐ Do not have any actual or potential, and do not reasonably appear to have, at least one controlling partner in common with one or more other parties in the bidding process or the execution of the contract ;
  - ☐ Do not have any actual or potential, and do not reasonably appear to have the same legal representative as another bidder for purposes of this bid or execution of the contract;
  - ☐ Do not have any actual or potential, and do not reasonably appear to have a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the bid process and the execution of the contract, or influence the decisions of the procuring entity regarding the selection process for this procurement or during the execution of the contract;

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☐ Do not participate and do not potentially or reasonably appear to participate in more than one bid in this process; and

☐ Do not have any actual or potential, and do not reasonably appear to have, a business or family relationship with, a member of the procuring entity's board of directors or its personnel, the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of the bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably conflict stemming from this relationship has been explicitly authorized by the Fund in writing.

☐ **[To be completed only if the previous boxes were not checked]**

The contractor declares the following actual, potential or reasonably perceived conflicts of interest, that may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract, with the understanding and acceptance that any action upon this disclosure shall be entirely under the Fund's discretion:

[provide detailed description of any actual, potential or reasonably perceived conflicts of interest including their nature and the personnel, proprietor(s), agents, sub-consultants, sub-contractors, consortium or joint venture partners affected.]

☐ The contractor certifies that **NO** gratuities, fees, commissions, gifts or anything else of value, other than those shown in the bid, have been paid or exchanged or are to be paid or exchanged with respect to the present procurement process and this contract.

**OR**

☐ **[To be completed only if the previous box was not checked]**

The contractor declares that the following gratuities, fees, commissions, gifts or anything else of value have been exchanged, paid or are to be exchanged or paid with respect to the present procurement process and this contract:

- [Name of Recipient/Address/Date/Reason/Amount]
- [Name of Recipient/Address/Date/Reason/Amount]

☐ The contractor acknowledges and accepts to notify the procuring entity in the event of any material change in connection with this self-certification form throughout the duration of the contract.

<sup>35</sup> The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: <http://crossdebarment.org/>.

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### **Instructions for completing the self-certification form**

The World Bank listing of ineligible firms and individuals is a searchable database that returns a positive or negative search results page upon submission of a name to be searched, in order to document the eligibility.

**The contractor should print out, date, and attach the results page(s) to the self-certification form, which should read, “no matching records found”.**

If (a) record(s) has/have been found – i.e. the results page(s) shows one or more individuals or entities, including the contractor itself are ineligible for contracts of the World Bank on the grounds of “cross-debarment”, the contractor should provide a detailed account of these sanctions and their duration as applicable or notify the procuring entity and in case the contractor believes the finding is a “false positive”.

The procuring entity will determine whether to proceed with the contract or allow the contractor to make a substitution. This determination will be made on a case-by-case basis and will require approval by IFAD regardless of the estimated value of the proposed contract.

All of these documents must be retained by the contractor as part of the overall record of the contract with the procuring entity for the duration of the contract and for a minimum period of three years following the completion of the contract.