



COUNTY GOVERNMENT OF ISIOLO
DEPARTMENT OF AGRICULTURE, LIVESTOCK & FISHERIES
KENYA CLIMATE SMART AGRICULTURE PROJECT (KCSAP)

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

PROCUREMENT OF: PROPOSED INSTALLATION OF
ELECTRICAL WORKS AT ISIOLO ABATTOIR IN
BURAT WARD- ISIOLO SUB COUNTY

RFB:KE-ISIOLO COUNTY-301042-CW-RFB

Project: KENYA CLIMATE SMART AGRICULTURAL
PROJECT (KCSAP)-ISIOLO

Employer: COUNTY GOVERNMENT OF ISIOLO

Country: KENYA

Issued on: 14TH FEBRUARY, 2023

Bidding Document: Request for Bids– Small Works (One-Envelope Bidding Process)

PART 1 – BIDDING PROCEDURES

Section I - Instructions to Bidders (ITB)

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

Section II - Bid Data Sheet (BDS)

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

Section III - Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

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

Section IV - Bidding Forms

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

Section V - Eligible Countries

This Section contains information regarding eligible countries.

Section VI - Fraud and Corruption

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

PART 2 – WORKS’ REQUIREMENTS

Section VII - Works’ Requirements

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

abuse (SEA) and gender based violence (GBV)), health and safety (ESHS) requirements to be satisfied by the Contractor in executing the Works.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII - General Conditions of Contract (GCC)

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section IX - Particular Conditions of Contract (PCC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement, but not over-write, the General Conditions and shall be prepared by the Employer.

Section X - Contract Forms

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

Standard Procurement Document

Table of Contents

<u>PART 1 – Bidding Procedures</u>	Error! Bookmark not defined.
<u>Section I - Instructions to Bidders</u>	Error! Bookmark not defined.
<u>Section II - Bid Data Sheet (BDS)</u>	33
<u>Section III - Evaluation and Qualification Criteria</u>	39
<u>Section IV - Bidding Forms</u>	43
<u>Section V - Eligible Countries</u>	66
<u>Section VI - Fraud and Corruption</u>	Error! Bookmark not defined.
<u>PART 2 – Works’ Requirements</u>	Error! Bookmark not defined.
<u>Section VII - Works’ Requirements</u>	Error! Bookmark not defined.
<u>PART 3 – Conditions of Contract and Contract Forms</u>	Error! Bookmark not defined.
<u>Section VIII - General Conditions of Contract</u>	71
<u>Section IX - Particular Conditions of Contract</u>	Error! Bookmark not defined.
<u>Section X - Contract Forms</u>	Error! Bookmark not defined.

PART 1 – Bidding Procedures

Section I - Instructions to Bidders

Contents

<u>A.</u>	<u>General</u>	7
1.	<u>Scope of Bid</u>	7
2.	<u>Source of Funds</u>	7
3.	<u>Fraud and Corruption</u>	8
4.	<u>Eligible Bidders</u>	8
5.	<u>Eligible Materials, Equipment and Services</u>	10
<u>B.</u>	<u>Contents of Bidding Document</u>	11
6.	<u>Sections of Bidding Document</u>	11
7.	<u>Clarification of Bidding Document, Site Visit, Pre-Bid Meeting</u>	11
8.	<u>Amendment of Bidding Document</u>	Error! Bookmark not defined.
<u>C.</u>	<u>Preparation of Bids</u>	Error! Bookmark not defined.
9.	<u>Cost of Bidding</u>	Error! Bookmark not defined.
10.	<u>Language of Bid</u>	Error! Bookmark not defined.
11.	<u>Documents Comprising the Bid</u>	13
12.	<u>Letter of Bid and Schedules</u>	14
13.	<u>Alternative Bids</u>	14
14.	<u>Bid Prices and Discounts</u>	14
15.	<u>Currencies of Bid and Payment</u>	15
16.	<u>Documents Comprising the Technical Proposal</u>	15
17.	<u>Documents Establishing the Eligibility and Qualifications of the Bidder</u>	16
18.	<u>Period of Validity of Bids</u>	16
19.	<u>Bid Security</u>	16
20.	<u>Format and Signing of Bid</u>	18
<u>D.</u>	<u>Submission and Opening of Bids</u>	19
21.	<u>Sealing and Marking of Bids</u>	19
22.	<u>Deadline for Submission of Bids</u>	20
23.	<u>Late Bids</u>	20
24.	<u>Withdrawal, Substitution, and Modification of Bids</u>	20
25.	<u>Bid Opening</u>	21
<u>E.</u>	<u>Evaluation and Comparison of Bids</u>	22

Section I - Instructions to Bidders (ITB)

<u>26.</u>	<u>Confidentiality</u>	22
<u>27.</u>	<u>Clarification of Bids</u>	22
<u>28.</u>	<u>Deviations, Reservations, and Omissions</u>	23
<u>29.</u>	<u>Determination of Responsiveness</u>	23
<u>30.</u>	<u>Nonmaterial Nonconformities</u>	23
<u>31.</u>	<u>Correction of Arithmetical Errors</u>	24
<u>32.</u>	<u>Conversion to Single Currency</u>	24
<u>33.</u>	<u>Margin of Preference</u>	24
<u>34.</u>	<u>Subcontractors</u>	25
<u>35.</u>	<u>Evaluation of Bids</u>	25
<u>36.</u>	<u>Comparison of Bids</u>	26
<u>37.</u>	<u>Abnormally Low Bids</u>	26
<u>38.</u>	<u>Unbalanced or Front Loaded Bids</u>	27
<u>39.</u>	<u>Qualification of the Bidder</u>	27
<u>40.</u>	<u>Most Advantageous Bid</u>	27
<u>41.</u>	<u>Employer’s Right to Accept Any Bid, and to Reject Any or All Bids</u>	28
<u>42.</u>	<u>Standstill Period</u>	28
<u>43.</u>	<u>Notification of Intention to Award</u>	28
F.	<u>Award of Contract</u>	28
<u>44.</u>	<u>Award Criteria</u>	28
<u>45.</u>	<u>Notification of Award</u>	28
<u>46.</u>	<u>Debriefing by the Employer</u>	29
<u>47.</u>	<u>Signing of Contract</u>	30
<u>48.</u>	<u>Performance Security</u>	30
<u>49.</u>	<u>Adjudicator</u>	31
<u>50.</u>	<u>Procurement Related Complaint</u>	31

General

1. Scope of Bid

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

1.2 Throughout this bidding document:

- (a) the term **“in writing”** means communicated in written form (e.g. by mail, e-mail, and fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
- (b) if the context so requires, **“singular”** means **“plural”** and vice versa;
- (c) **“Day”** means calendar day, unless otherwise specified as **“Business Day”**. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays; and
- (d) **“ESHS”** means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.

2. Source of Funds

2.1 The Borrower or Recipient (hereinafter called **“Borrower”**) specified **in the BDS** has received or has applied for financing (hereinafter called **“funds”**) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called **“the Bank”**) in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.

3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

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

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

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or

- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager for the Contract implementation;
- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;
- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

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

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

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

list of debarred firms and individuals is available at the electronic address specified in the BDS.

4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.

4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing or Proposal-Securing Declaration.

4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.

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

4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;

(a) relates to fraud or corruption, and

(b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Eligible Materials,

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

Equipment and Services

Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Bidding Document

6. Sections of Bidding Document

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

PART 1 Bidding Procedures

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

PART 2 Works' Requirements

- Section VII - Works' Requirements

PART 3 Conditions of Contract and Contract Forms

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

6.2 The Invitation for Bids issued by the Employer is not part of this bidding document.

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

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

7. Clarification of Bidding Document, Site

7.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS** or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer

Visit, Pre-Bid Meeting

will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding document by issuing addenda.
- 8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

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

**11. Documents
Comprising the Bid**

11.1 The Bid shall comprise the following:

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

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

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

- 12. Letter of Bid and Schedules** 12.1 The Letter of Bid and Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids** 13.1 Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the Employer's design as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified **in the BDS** and described in Section VII, Works' Requirements. The method for their evaluation will be stipulated in Section III, Evaluation and Qualification Criteria.
- 14. Bid Prices and Discounts** 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Activity Schedule or Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV. Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.

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

15.Currencies of Bid and Payment

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

**16.Documents
Comprising the
Technical Proposal**

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

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

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

17. Documents Establishing the Eligibility and Qualifications of the Bidder

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

18. Period of Validity of Bids

- 18.1 Bids shall remain valid for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Employer in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:
 - (a) in the case of **fixed price** contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
 - (b) in the case of **adjustable** price contracts, no adjustment shall be made; or
 - (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

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

form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.

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

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

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

from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable, unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.

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

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

19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the

Contract and furnished the required Performance Security, and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security.

19.7 The Bid Security may be forfeited or the Bid-Securing Declaration executed:

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

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

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

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 47, or furnish a Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 48;

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

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL". Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

- 20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
 - (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
 - (b) in an envelope marked “COPIES”, all required copies of the Bid; and
 - (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
 - (i) in an envelope marked “ORIGINAL - ALTERNATIVE BID”, the alternative Bid; and
 - (ii) in the enveloped marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.
- 21.2 The inner and outer envelopes shall:
 - (a) bear the name and address of the Bidder;
 - (b) be addressed to the Employer in accordance with ITB 22.1;

Section I - Instructions to Bidders (ITB)

- (c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and
 - (d) bear a warning not to open before the time and date for Bid opening.
- 21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- 22. Deadline for Submission of Bids**
 - 22.1 Bids must be received by the Employer at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified **in the BDS**.
 - 22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
 - 23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
 - 24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
 - (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION”; and
 - (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.
 - 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
 - 24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of

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

25. Bid Opening

- 25.1 Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out in accordance with this ITB, all Bids received by the deadline, at the date, time and place specified **in the BDS**, in the presence of Bidders' designated representatives and anyone who chooses to attend. All Bidders, or their representatives and any interested party may attend a public opening. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.
- 25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening.
- 25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, or Bid Securing Declaration, if required; and any other details as the Employer may consider appropriate.
- 25.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid and the priced Schedules are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.
- 25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).

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

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

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

Evaluation and Comparison of Bids

26. Confidentiality

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

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

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

27. Clarification of Bids

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

- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the bidding document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- 29. Determination of Responsiveness**
- 29.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 29.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.
- 29.4 If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30. Nonmaterial Nonconformities**
- 30.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.

30.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or nonconforming item or component in the manner specified **in the BDS**.

**31. Correction of
Arithmetical
Errors**

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

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

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

**32. Conversion to
Single Currency**

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

**33. Margin of
Preference**

33.3 Unless otherwise specified **in the BDS**, a margin of preference for domestic Bidders³ shall not apply.

³ An individual firm is considered a domestic Bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the

- 34. Subcontractors**
- 34.1 Unless otherwise stated **in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer, Financial Parts
- 34.2 The subcontractor’s qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as ‘Specialized Subcontractors’, in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.
- 34.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified **in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.
- 35. Evaluation of Bids**
- 35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.
- 35.2 To evaluate a Bid, the Employer shall consider the following:
- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities⁴ for admeasurement contracts, but including Daywork⁵ items, where priced competitively;

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

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

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

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

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

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

36. Comparison of Bids

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

37. Abnormally Low Bids

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

37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

38. Unbalanced or Front Loaded Bids

- 38.1 If the Bid for an admeasurement contract, which results in the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or, front loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.
- 38.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:
- (a) accept the Bid; or
 - (b) require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or
 - (c) reject the Bid.

39. Qualification of the Bidder

- 39.1 The Employer shall determine to its satisfaction whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
- 39.3 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the substantially responsive Bid which offers the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

40. Most Advantageous Bid

- 40.1 Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.

- 41. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 41.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
- 42. Standstill Period** 42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 43. Notification of Intention to Award** 43.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
 - (b) the Contract price of the successful Bid;
 - (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
 - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
 - (e) the expiry date of the Standstill Period;
 - (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

Award of Contract

- 44. Award Criteria** 44.1 Subject to ITB 41, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 40.
- 45. Notification of Award** 45.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted.

The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

45.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

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

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

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

46. Debriefing by the Employer

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

46.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period

shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period

- 46.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 46.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

47. Signing of Contract

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

48. Performance Security

- 48.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with the General Conditions of Contract, subject to ITB 38.2 (b), using for that purpose the Performance Security and ESHS Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.

48.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

49. Adjudicator

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

**50. Procurement
Related
Complaint**

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

Section II - Bid Data Sheet (BDS)

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

ITB Reference	A. General
ITB 1.1	<p>The number of the Invitation for Bids is: KE-ISIOLO COUNTY-301042-CW-RFB</p> <p>The Employer is: COUNTY GOVERNMENT OF ISIOLO, DEPARTMENT OF AGRICULTURE</p> <p>The name of the RFB is: PROPOSED INSTALLATION OF ELECTRICAL WORKS AT ISIOLO ABATTOIR IN BURAT WARD- ISIOLO SUB COUNTY</p> <p>The identification number of the bidding process is: KE-ISIOLO COUNTY-301042-CW-RFB</p> <p>The number and identification of lots comprising this bidding process is: <i>N/A</i></p>
ITB 2.1	<p>The Borrower is: <i>GOVERNMENT OF KENYA</i></p> <p>Loan or Financing Agreement amount: <i>US\$ 250 MILLION</i></p> <p>The name of the Project is: <i>KENYA CLIMATE SMART AGRICULTURE PROJECT</i></p>
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: 3
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
B. Contents of Bidding Document	
ITB 7.1	<p>For <u>Clarification of Bid purposes</u> only, the Employer's address is: ATTENTION: <i>COUNTY PROJECT COORDINATOR,</i> <i>KENYA CLIMATE SMART AGRICULTURE PROJECT,</i> <i>OLD AGRICULTURE OFFICE COUNTY COMMISSIONERS</i> <i>OFFICE COMPOUND,</i> <i>P.O BOX 6 – 60300 ISIOLO KENYA</i></p>

	<p>CITY: <i>ISIOLO</i></p> <p>ZIP CODE: <i>60300</i></p> <p>COUNTRY: <i>KENYA</i></p> <p>MOBILE PHONE:</p> <p>ELECTRONIC MAIL ADDRESS: kcsapisiolo@gmail.com</p>
26ITB 7.1	Requests for clarification should be received by the Employer no later than: <i>14 days from the issue of the tender document</i>
ITB 7.4	<p>A Pre-Bid meeting <i>shall</i> take place. If a Pre-Bid meeting will take place, it will be at the following date, time and place:</p> <p>Date: 20TH February,2023</p> <p>Time: 10am</p> <p>Place: Isiolo Abattoir</p> <p>A site visit conducted by the Employer <i>shall be</i> organized.</p>
C. Preparation of Bids	
ITB 10.1	<p>The language of the Bid is: <i>English.</i></p> <p>All correspondence exchange shall be in <i>English</i> language.</p>
ITB 11.1 (b)	The following schedules shall be submitted with the Bid: <i>as per section IV –Activity Schedule</i>
ITB 11.1 (i)	<p>The Bidder MUST submit the following additional documents in its Bid to establish its responsiveness to the mandatory requirements.</p> <ol style="list-style-type: none"> 1) Copy of certificate of incorporation/ registration 2) Serialized bid document in all pages 3) Copy of CR12(List of shareholding directors) 4) Copy of Tax compliance certificate valid as from the date of tender opening 5) Copy of Certificate of registration from Energy Regulatory Commission class C or above. 6) Copy of Certificate of registration from NCA 6 and below Electric works category 7) Copy of Certification Valid Annual Practicing license from NCA for the year 2022 under Electric category. 8) Copy of valid business permit for the year 2022 9) Submit audited accounts for the year 2019,2020 and 2021 10) Dully filled, signed and stamped Letter of Bid

- 11) Dully filled, signed and stamped Bidder Information Form
- 12) Self-declaration that shall not be involved in corrupt practices
- 13) Declaration that the bidder is not debarred
- 14) Tender security shall be in form of bank guarantee or insurance companies approved by PPRA of **Kshs. 650,000 (Six hundred and fifty Thousands)**

Code of Conduct (ESHS)

Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks

The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.

[Note: insert name of plan and specific risk/s];

- *[e.g. Water Resource Protection Plan to prevent contamination of drinking water];*
- *[e.g. Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts];*
- *[e.g. Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit];*
- *[e.g. Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan].*

The Contractor shall be required to submit for approval, and subsequently implement, the Contractor’s Environment and Social Management Plan (C-ESMP), in accordance with the Particular Conditions of Contract Sub-Clause 16.2, that includes the agreed Management Strategies and Implementation Plans described here.

[Note: The extent and scope of these requirements should reflect the significant ESHS risks or requirements set out in Section VII as advised by Environmental/Social specialist/s. The key risks to be addressed by the Bidder should be identified by Environmental/Social specialist/s, for example, from the Environmental and Social Impact Assessment (ESIA), Environmental and Social Management Plan (ESMP), Resettlement Action Plan (RAP), and/or Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project), up to a maximum of four. The risks may arise during mobilization or construction phases, and may include construction traffic impacts on the community, pollution of drinking water, depositing on private land and impacts on rare species etc. The management strategies and/or implementation plans to address these could include, as appropriate: mobilization strategy, strategy for obtaining consents/permits, traffic management plan, water resource protection plan,

	<i>bio-diversity protection plan and a strategy for marking and respecting work site boundaries etc.]</i>
ITB 13.1	Alternative Bids <i>shall not be permitted.</i>
ITB 13.2	Alternative times for completion <i>shall not be</i> permitted.
ITB 14.5	The prices quoted by the Bidder <i>shall not be</i> subject to adjustment during the performance of the Contract.
ITB 15.1	The price shall be quoted by the Bidder in: <i>KENYA SHILLINGS (KES)</i>
ITB 18.1	The Bid validity period shall be <i>150</i> days from the date of tender opening.
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): <i>N/A</i>
ITB 19.1	A Bid Security <i>shall be</i> required. A Bid-Securing Declaration <i>shall not be</i> required. A Bid Security <i>IN THE AMOUNT OF 650,000 (Six hundred and fifty Thousands) SHILLINGS</i> shall be required.
ITB 19.3 (d)	Other types of acceptable securities: <i>NONE</i>
ITB 20.1	In addition to the original of the Bid, the number of copies is: <i>2(TWO)</i>
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>APPROVAL OF POWER OF ATTORNEY</i>
D. Submission and Opening of Bids	
ITB 22.1	<p>Bidders <i>shall submit hard copy documents</i></p> <p>For <u>bid submission purposes</u> only, the Employer’s address is: <i>Attention: THE COUNTY PROJECT COORDINATOR,</i> <i>KENYA CLIMATE SMART AGRICULTURE PROJECT(KCSAP)-</i> <i>ISIOLO</i> <i>Street Address: OLD AGRICULTURE BUILDING,</i> <i>ISIOLO COUNTY COMMISSIONERS OFFICE COMPOUND</i> <i>P.O. BOX 6- 60300</i> <i>City: ISIOLO</i> <i>ZIP Code: 60300</i> <i>Country: KENYA</i></p> <p><i>The deadline for bid submission is: 6THMARCH, 2023 at 11.00 A.M</i> Bidders <i>shall not</i> have the option of submitting their Bids electronically.</p>

ITB 25.1	<p>The Bid opening shall take place at:</p> <p><i>KENYA CLIMATE SMART AGRICULTURE PROJECT OFFICE- ISIOLO</i></p> <p>Street Address: <i>OLD AGRICULTURE BUILDING, ISIOLO COUNTY COMMISSIONERS OFFICE COMPOUND.</i></p> <p>City: <i>ISIOLO</i></p> <p>Country: <i>KENYA</i></p> <p>Date: : : <i>6THMARCH, 2023 at 11.00 A.M</i></p> <p>Time: <i>11.00 A.M</i></p>
ITB 25.6	Each Bid shall be initialed and numbered by <i>3 or 5</i> representatives of the Employer conducting Bid opening.
E. Evaluation and Comparison of Bids	
ITB 32.1	<i>N/A</i>
ITB 33.1	A margin of preference <i>shall not</i> apply.
ITB 34.1	<i>N/A</i>
ITB 34.2	<i>N/A</i>
ITB 34.3	Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: <i>30% of the total contract amount</i>
F. Award of Contract	
ITB 47.1	The successful Bidder <i>shall</i> submit the Beneficial Ownership Disclosure Form.
ITB 49	The Adjudicator proposed by the Employer is: <i>CHARTERED INSTITUTE OF ARBITRATORS</i> The hourly fee for this proposed Adjudicator shall be: <i>Market rates.</i>
ITB 50.1	The procedures for making a Procurement-related Complaint are detailed in the “ Procurement Regulations for IPF Borrowers (Annex III)

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders through post-qualification. No other factors, methods or criteria shall be used other than specified in this bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

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

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

Evaluation

The following are Evaluation Criteria.

(i)Preliminary Evaluation

The Bidder **MUST** submit the following additional documents in its Bid to establish its responsiveness to the mandatory requirements.

S/No.	Evaluation Criteria
1.	Copy of certificate of incorporation/ registration
2.	Serialized bid document in all pages
3.	Copy of CR12(List of shareholding directors)
4.	Copy of Tax compliance certificate valid as from the date of tender opening
5.	Copy of Certificate of registration from Energy & Petroleum Regulatory Authority class C or above.
6.	Copy of Certificate of registration from NCA 6 and above for Electric works
7.	Copy of Valid Annual Practicing license from NCA under Electric category.
8.	Copy of valid business permit for the year 2023
9.	Submit audited accounts for the year 2019, 2020 and 2021
10.	Dully filled, signed and stamped Letter of Bid
11.	Dully filled, signed and stamped Bidder Information Form
12.	Self-declaration that shall not be involved in corrupt practices
13.	Declaration that the bidder is not debarred
14.	Tender security shall be in form of bank guarantee or insurance companies approved by PPRA of Kenya shillings 650,000 (Six hundred and fifty thousands)valid for 150 days from the date of opening.

These requirements are compulsory and mandatory. Any bidder who fails to meet any of the above requirements shall be disqualified at this stage.

(ii)Technical Evaluation Criteria

S/No	Evaluation Criteria	Evaluation Attribute	Weighting Score	Maximum Score
1.	Experience of the bidder in similar electrical works	No. of years in electrical works. (Attach certificate of incorporation)	5 years and above = 10 Marks Others prorated at No. of years/ 5 years x10 Marks	10 Marks
		No. of projects done in electrical Works. (Attach LSOs/Completion Certificates/Award Letters)	5 projects and above = 10 Marks Others prorated at No. of projects / 5 projects x10 Marks	10Marks

Section III - Evaluation and Qualification Criteria

		Magnitude of projects done in electrical works (Attach LSOs/Completion Certificates/Award Letters)	10 Million = 10 Marks Others prorated at Value/ 20 Million x10 Marks	10 Marks
2.	Financial capacity	Financial reports 1.(Attach Audited reports for year 2019,2020 and 2021) 2.Attach Bank statement for year 2021 and 2022	3 Marks for each year financial report Bank statement= I marks	10 Marks
		Evidence of access to financial resources to meet the qualification requirements. 1.Line of credit (Attach a letter from a recognized financial institution by CBK)	Line of credit letter 10 Million and above = 10 Marks Others prorated at Value of credit x10 Marks/ 10 Million	10Marks
3.	Equipment Holding	1.Generator 2. Earth Test Meter 3.Insulation Tester Meter 4.Aluminium Safety Ladder 5.Power analyzer(attach log book, hire agreements or lease agreements)	For each equipment listed = 3Marks	15Marks
Subtotal score				65 Marks

4. Key Personnel

No.	Personnel	Qualification	Experience	Weighting Score	Maximum Score
1.	Electrical engineer (1) No.	Degree in Electrical Engineering. Registered with a professional body (Attach Certificates and CV).	5 years	Degree, CV and 5years experience (Degree=8marks CV=4marks 5years= 3marks)	15 Marks
2.	Foreman (1) No.	Diploma in electrical engineering (Attach Certificates and CV).	3 years	Diploma, CV and 3years experience (Diploma=4marks CV=3marks 3years= 3marks)	10 Marks
3.	Electrical technician (1) No.	Certificate in electrical (Attach Certificates and CV).	3years	Certificate, CV and 3years experience (Certificate=4marks CV=3marks 3years= 3marks)	10 Marks

Section III - Evaluation and Qualification Criteria

	KEY PERSONNEL SUB-TOTAL				35 Marks
	TOTAL MAXIMUM SCORE				100 Marks

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

Bidders who score 60% and above shall proceed to the financial stage

1. Financial evaluation

The evaluation committee shall conduct price comparison of the bidders and shall make recommendation for award to the lowest evaluated bidder.

2. Due Diligence

In Pre and Post qualification stages, due diligence will be done by the evaluation committee to ascertain the genuines of the documents provided by the bidder

Section IV - Bidding Forms

Table of Forms

<u>Letter of Bid</u>	45
<u>Schedules</u>	47
<u>Bill of Quantities</u>	Error! Bookmark not defined.
<u>1. Sample Bill of Quantities</u>	Error! Bookmark not defined.
<u>2. Schedule of Payment Currencies</u>	Error! Bookmark not defined.
<u>3. Schedule(s) of Adjustment Data</u>	Error! Bookmark not defined.
<u>Forms of Bid Security</u>	Error! Bookmark not defined.
<u>Form of Bid Security - Bank Guarantee</u>	Error! Bookmark not defined.
<u>Form of Bid Security – Bid Bond</u>	Error! Bookmark not defined.
<u>Form of Bid-Securing Declaration</u>	Error! Bookmark not defined.
<u>Technical Proposal</u>	Error! Bookmark not defined.
<u>Technical Proposal Forms</u>	Error! Bookmark not defined.
<u>Equipment</u>	Error! Bookmark not defined.
<u>Site Organization</u>	Error! Bookmark not defined.
<u>Method Statement</u>	Error! Bookmark not defined.
<u>Mobilization Schedule</u>	Error! Bookmark not defined.
<u>Construction Schedule</u>	Error! Bookmark not defined.
<u>ESHS Management Strategies and Implementation Plans</u>	Error! Bookmark not defined.
<u>Code of Conduct: Environmental, Social, Health and Safety (ESHS)</u>	Error! Bookmark not defined.
<u>Others</u>	Error! Bookmark not defined.
<u>Bidder’s Qualification</u>	Error! Bookmark not defined.
<u>Form ELI -1.1: Bidder Information Form</u>	Error! Bookmark not defined.
<u>Form ELI -1.2: Information Form for JV Bidders</u>	Error! Bookmark not defined.
<u>Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History</u>	Error! Bookmark not defined.
<u>Form CON – 3:Environmental, Social, Health, and Safety</u> ...	Error! Bookmark not defined.
<u>Form CCC: Current Contract Commitments / Works in Progress</u>	Error! Bookmark not defined.
<u>Form FIN – 3.1: Financial Situation and Performance</u>	Error! Bookmark not defined.
<u>Form FIN - 3.2: Average Annual Construction Turnover</u>	Error! Bookmark not defined.
<u>Form FIN - 3.3: Financial Resources</u>	Error! Bookmark not defined.
<u>Form EXP - 4.1: General Construction Experience</u>	Error! Bookmark not defined.

Form EXP - 4.2(a): Specific Construction and Contract Management Experience..Error!
Bookmark not defined.

Form EXP - 4.2(b): Construction Experience in Key ActivitiesError! Bookmark not
defined.

Letter of Bid

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

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

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

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

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

To: COUNTY GOVERNMENT OF ISIOLO, DEPARTMENT OF AGRICULTURE

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 8;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's Country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to execute in conformity with the bidding document the following Works: *[insert a brief description of the Works]*
- (e) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: Total price is: *[insert the total price of the Bid in words and figures, indicating the respective currency]*;
- (f) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS ITB 18.1 of days from the date fixed for the Bid submission deadline in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment

Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

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

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

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

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

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

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

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

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

Schedules

BILL OF QUANTITIES FOR PROPOSED INSTALLATION OF ELECTRICAL WORKS AT ISIOLO ABATTOIR IN BURAT WARD- ISIOLO SUB COUNTY

PROJECT:

ISIOLO ABATTOIR - ISIOLO TOWN, KENYA

ELECTRICAL INSTALLATION WORKS

PROJECT DESCRIPTION:

Alterations and Additions at the existing Isiolo Abattoir - Phase 2



ELECTRICAL BILL OF QUANTITIES

TENDER SUMMARY PAGE

DESCRIPTION	AMOUNTS
BILL 1 - PROVISIONAL AMOUNTS	
BILL 2 - UPS	
BILL 3 - DISTRIBUTION BOARDS	
BILL 4 - LOW VOLTAGE SUPPLIES	
BILL 5 - CABLE CONTAINMENT	
BILL 6 - POWER OUTLETS	
BILL 7 - LIGHTING INSTALLATION	
BILL 8 - SMOKE DETECTION	
SUB-TOTAL A	
ADD 15% CONTINGENCY	
SUB-TOTAL B	
PRELIMINARY AND GENERAL - TIME RELATED ITEMS	
PRELIMINARY AND GENERAL ITEMS - FIXED ITEMS	
SUB-TOTAL C (SUB-TOTAL A + SUB-TOTAL A + P&G ITEMS)	
16% ADD VAT	
TOTAL	

SCHEDULE


ITEM	DESCRIPTION



ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL 1A				
	PRELIMINARY AND GENERAL - TIME RELATED ITEMS				
	Tender closing date:				
	Tender submission: The tenders must be electronically submitted to: ockert@velddutoit.co.za or if the file is too big for e-mail via WeTransfer, go to https://wetransfer.com/				
	Appointment date: 2023				
	Completion date: 2023				
1.1	CONDITIONS OF CONTRACT The conditions applicable to this contract are the Notes to Bidders, Preferential Procurement, Conditions of Contract, Addendum to Conditions of Contract, Contract Form, Bid Form, Technical Specifications and Preliminaries as attached: <i>Insurance</i> <i>Surety</i> <i>Retention</i> <i>Travelling</i> <i>Out of Town allowances</i>				
1.1.1	Compliance to all financial and construction requirements of the Conditions of Contract	months	8		
1.2	SITE MATERIAL STORE The electrical contractor shall provide a safe and adequate storing space for all material and equipment brought to site. The minimum acceptable allowance is 2x 6m steel containers. These containers must be on site 14 days after contract awarding. Allow for storage space including -de-establishment of site, cleaning and tidying up in the course of the contract	months	8		
1.3	SITE OFFICE The electrical contractor shall provide a suitable site office with the following services: Drawing table suitable for A1 drawings Internet connection Personal Computer with access to e-mail, Dropbox, WeTransfer Refreshment fridge	months	8		
1.4	TRANSPORT Provide and arrange for all necessary transport including off loading of all electrical material and equipment to the site stores.	months	8		
1.5	COMMUNICATION Allow for a telephone, cell phone, fax and e-mail facilities for the full duration of the contract.	months	8		
1.6	SECURITY Security for the full contract period	months	8		
1.7	HEALTH AND SAFETY PLAN Provide a Health and Safety Plan in accordance with the OHS Act Construction Regulations, attend H&S meetings called by the Main Contractor, report on compliance with H&S Plan, appoint H&S representative and manage H&S Plan for the duration of the contract	months	8		
1.8	CONTRACT MANAGEMENT Full time contract management and supervision of the works including liaison with Principal Contractor, other Subcontractors, meetings and submission of installation programme including weekly revisions thereto from time to time or as may be required by the Principal Contractor or Employer.	months	8		
1.9	LIAISON				
1.9.1	Liaison with Local Authority, compliance with OHS Act, Local By-Laws and any other statutory regulations	months	8		
1.9.2	Liaison with Main Contractor's staff and compliance with Main Contractor's corporate and safety regulations and any other requirements of the Main Contractor.	months	8		
TOTAL CARRIED FORWARD TO SUMMARY PAGE					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL 2A				
	FIXED - PRELIMINARY AND GENERAL ITEMS				
2.	CONDITIONS OF CONTRACT:				
2.1.1	Inspections, tests and analysis	item	1		
2.1.2	Submit securities, bonds, policies, etc	item	1		
2.1.3	Certificates	item	1		
2.1.4	Submit payment advice on a monthly basis	item	1		
2.2	GENERAL PRELIMINARY				
2.2.1	The General Preliminaries applicable to this contract are the: Main Contractors Preliminaries				
2.2.2	Compliance to the financial and construction requirements of the Main Contractors Preliminaries	item	1		
2.3	COMMISSIONING AND TESTING				
	Supply of all test equipment and labour for testing, commissioning and adjustment of the final installation in accordance with the specification as well as being in attendance and giving assistance for any inspections and tests that the Engineer and/or the supply authority may call for.	item	1		
2.4	AS-BUILT DRAWINGS				
	Provide a complete set of As-build drawings. The Electrical Contractor must mark a complete set of drawing with all changes made on the latest revised drawings issued by the Electrical Engineer. The contractor must arrange for a meeting with the Electrical Engineer to discuss the mark-up drawings. The Electrical contractor as well as the Electrical Foreman on site that was responsible for the works on site.	item	1		
2.5	OPERATIONS AND MAINTENANCE MANUALS				
	Provide three sets of O&M Manuals to the client. These manuals must at least have the following: 1.Details including catalogues and contact numbers for the hospital trunking 2.Details including catalogues and contact numbers for all the light fittings 3.Details including catalogues and contact numbers for all light switches, socket outlets and isolators 4.Details including catalogues and contact numbers for all cables used as well as wiring conductors 5.Detail including catalogues and contact numbers for all wiring channels, power skirting, cable trays and wiring containment 6. Updated DB Shop drawing 7. Contact details of the Electrical contractor	item	1		
2.6	CLEAN AND RESTORATION OF SITE				
	Cleaning and restoration of the site after completion and also during construction to the satisfaction of the Engineer and client.	item	1		
2.7	COC CERTIFICATES PER DB, PER POWER SECTION				
	On completion a Certificate of Compliance must be issued for each distribution board and also for each power section of the Distribution Board	item	1		
2.8	MAINTENANCE				
	Allow for a maintenance period of 12 months defects in equipment, material and workmanship excluding wear and tear and normal maintenance.	item	1		
2.9	GUARANTEE PERIOD				
	Allow for a 12 months guarantee period on all the electrical equipment installed. (excluding replacement of lamps)	item	1		
2.10	ADDITIONAL ITEMS				
2.10.1	Ablution facilities	item	1		
2.10.2	Site water and electrical services for duration of construction	item	1		
1.10.3		item	1		
1.10.4		item	1		
2.10.5		item	1		
2.10.6		item	1		
2.10.7		item	1		

ITEM	DESCRIPTION	MORE DETAIL or IMAGE	UNIT	QTY	SUPPLY RATE	INSTALL RATE	AMOUNT
	BILL 1						
	PROVISIONAL CONSTRUCTION AMOUNTS						
1.1	LABORATORY ELE3CTRICAL INSTALLATION						
	a) Provisional Amount		PC SUM				
1.2	EARTHING AND BONDING						
	a) Provisional Amount		PC SUM				
1.3	BUILDING LIGHTNING PROTECTION						
	a) Provisional Amount		PC SUM				

TOTAL BILL 1 CARRIED FORWARD TO SUMMARY PAGE

ITEM	DESCRIPTION	MORE DETAIL or IMAGE	UNIT	QTY	SUPPLY RATE	INSTALL RATE	AMOUNT
2.1	<p>BILL 2</p> <p>UPS UNIT FOR LIGHTS</p> <p>A UPS unit must be installed to supply the lights in areas where sharp equipment & rotating machines is located to protect persons from injury</p> <p>ABB PowerValue 11T G2 - 3kVA Single phase Standards: Performance IEC/EN 62040-3 Safety IEC/EN 62040-1 EMC IEC/EN 62040-2 Manufacturing ISO 9001:2015, ISO 14001:2015, OHSAS 18001</p> <p>MODEL: G2 3kVA B/ S Output rated power: 2700 Watt Output power factor: 0.9 Topology: Online double conversion</p> <p>INPUT Nominal input voltage: 220/230/240 VAC Input voltage tolerance: 100-300 VAC (load dependent) Input current THDi: 5% with full resistive load Frequency range 45-55 Hz Power factor: ≥0.99</p> <p>OUTPUT Rated output voltage 230 VAC Voltage tolerance: ±1% (referred to 230V) Voltage distortion: <2% linear load, <6% non linear load Overload capacity (linear load) on inverter: 60s: 106-130% load, 10s: 131-150% load, 300ms: ≥ 150% load Nominal frequency: 50Hz Crest factor: 3:1 (load supported)</p> <p>BATTERIES Inbuilt batteries: 6x9.4Ah(B) Battery type: VRLA (valve regulated lead-acid) Recharge time (inbuilt batteries): 4h to 90%</p> <p>EFFICIENCY Overall system efficiency: Up to 91% In eco-mode: Up to 98%</p> <p>ENVIRONMENT Protection rating: IP20 Operating temperature: 0°C to 40°C Relative humidity: 0% to 95%</p> <p>User interface: LCD display Weight: 22.7/6.4 Kg Dimensions w x h x d: 190x327x399 mm</p>		item	1			
2.1	<p>ABB PowerValue 11T G2 - 3kVA Single phase with internal batteries as per above specification</p> <p>SUPPLIER: Specialised Power Systems Limited SPS Lane, off Melill road, Nairobi, Kenya +254(0) 20 2077219 +254(0) 724 255298 info@spsafrica.com</p>						

ITEM	DESCRIPTION	MORE DETAIL or IMAGE	UNIT	QTY	SUPPLY RATE	INSTALL RATE	AMOUNT
BILL 3	<p>DISTRIBUTION BOARDS</p> <p>HAGER type Fully manufactured/assembled in the factory including installation of switchgear, copper busbars and wiring of switchgear</p> <p>Hager Quadro 5 Series</p> <p>REQUIRED TO COMPLY TO INTERNATIONAL STANDARD: BS EN 61439-3 & IEC 62208 GLOW WIRE TEST: IEC 61439-1 PANEL TYPE: HAGER Quadro 5 Series IP RATING: IP55 FORM TYPE: Form 1 IK RATING (IK08 or IK10) - (IP31 = IK08 / IP55 = IK10): IK10 RATED INSULATION VOLTAGE: 690Volt FLOOR STANDING NOMINAL CURRENT (In): 630Amp PANEL DEPT: 400mm</p>  <p>Hager INVECTA Series</p> <p>REQUIRED TO COMPLY TO INTERNATIONAL STANDARD: BS EN 61439-3 GLOW WIRE TEST: IEC 61439-1 PANEL TYPE: HAGER Invicta DR Series IP RATING: IP40 FORM TYPE: Form 1 IK RATING (IK07 or IK08) - (IP31 = IK07 / IP55 = IK08): IK05</p>  <p>GENERAL TECHNICAL REQUIREMENTS</p> <p>Contactors: AC3 Surge Protection: Hager specified units will be accepted Signage: A Danger sign must be on all DB's front door or panel Legend card: Each DB and different power section must be supplied with a legend card Shop drawings: Shop drawings must be prepared and submitted to the Engineer for approval before manufacturing may comments. Factory inspection: All DB's must be factory inspected by the Electrical Engineer before delivery to site. Infrared Scanning: All DB's must be scanned once in operation</p> <p>Labelling: Labelling material - 3mm Gravoply, White on black. Font - Arial type font, 1mm thick Gravograph SL513, Main Text size = 8mm height at least Each labels must be inserted in a aluminium/Stainless steel holder and riveted to the DB. Board description must be clearly marked on the DB. This label must be on the top in the middle. A second label must indicate from where the board is fed from. All circuits and components inside the DB must be labelled.</p>						
31	<p>KIOSK 1</p> <p>The distribution board must be factory wired The distribution board must be factory inspected by the Project Electrical Engineer</p> <p>MAKE: Hager MODEL & CATALOGUE REFERENCE: Quadro 5 DESCRIPTION & SIZE: To be designed by factory, shop drawing to be send to Project Electrical Engineer MOUNTING: Floor standing SOLID DOORS: Required TRANSPARENT DOORS: Not required DOOR LOCKS: Required NEUTRAL BAR: Required EARTH BAR: Required INTERNAL WIRING BY BOARD SUPPLIER: Required SWITCHGEAR: Hager KENYA LOCAL SUPPLIER: NABICO Enterprises, Nairobi, +254 (79) 773 5154 Biren Shah biren@nabico.co.ke +254 (73) 373 2327</p> <p>(a) HAGER Quadro 5 Series as per single line diagram. (b) Mark each conductor of each circuit with Hellemann Tyton yellow markers before connecting the wire (c) Terminate all connections with booth lace ferrules (d) Factory shop drawing (e) Factory inspection</p>			<p>item 1 item 1 item 1 item 1 item 1</p>			

3.2 **MDB (Main Distribution Board)**

The distribution board must be factory wired
The distribution board must be factory inspected by the Project Electrical Engineer

MAKE: Hager
MODEL & CATALOGUE REFERENCE: Quadro 5
DESCRIPTION & SIZE: To be designed by factory, shop drawing to be send to Project Electrical Engineer
MOUNTING: Floor standing
SOLID DOORS: Not required
TRANSPARENT DOORS: Required
DOOR LOCKS: Required
NEUTRAL BAR: Required
EARTH BAR: Required
INTERNAL WIRING BY BOARD SUPPLIER: Required
SWITCHGEAR: Hager
KENYA LOCAL SUPPLIER:
 NABICO Enterprises, Nairobi, +254 (79) 773 5154
 Biren Shahbiren@nabico.co.ke +254 (73) 373 2327

- (a) HAGER Quadro 5 Series as per single line diagram.
- (b) Mark each conductor of each circuit with Hellermann Tyton yellow markers before connecting the wire
- (c) Terminate all connections with booth lace ferrules
- (d) Factory shop drawing
- (e) Factory inspection

item	1
item	1
item	1
item	1
item	1

3.3 **DB-LAB**

The distribution board must be factory wired
The distribution board must be factory inspected by the Project Electrical Engineer

MAKE: Hager
MODEL & CATALOGUE REFERENCE: INVICTA DR - DR48S Surface mounted
DESCRIPTION & SIZE: 5 rows 80 mods, 820mm x 400mm x 110mm
MOUNTING: Surface mount
PLAIN SOLID DOORS Code: DRxxF: NOT Required
TRANSPARENT DOORS Code: DRxxST: Required
DOOR LOCKS: Not required
NEUTRAL BAR: Required
EARTH BAR: Required
INTERNAL WIRING BY BOARD SUPPLIER: Required
SWITCHGEAR: Hager
KENYA LOCAL SUPPLIER:
 NABICO Enterprises, Nairobi, +254 (79) 773 5154
 Biren Shahbiren@nabico.co.ke +254 (73) 373 2327

- (a) HAGER Invicta DR Series, surface mounted as per single line diagram.
- (b) Mark each conductor of each circuit with Hellermann Tyton yellow markers before connecting the wire
- (c) Terminate all connections with booth lace ferrules
- (d) Factory shop drawing
- (e) Factory inspection

item	1
item	1
item	1
item	1
item	1

ITEM	DESCRIPTION	MORE DETAIL or IMAGE	UNIT	QTY	SUPPLY RATE	INSTALL RATE	AMOUNT
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BILL 4
LOW VOLTAGE SUPPLIES

SPECIFICATION FOR TERMINATION OF STEEL WIRED CABLES

Terminate and make off the following armoured 600/1000 Volt, Brass cable gland with a PVC shroud according to the manufacturer's instructions. Drilling of hole in gland plate. Provide the cores with lugs and bolt onto terminals. The cable gland and labelling of the cables shall also be allowed for in the rates below. Only brass glands will be accepted.



SPECIFICATION FOR TERMINATION OF H07RN-F FLEXIBLE RUBBER CABLES

Terminate and make off the following armoured 600/1000 Volt, Brass cable gland with a PVC shroud according to the manufacturer's instructions. Drilling of hole in gland plate. Provide the cores with lugs and bolt onto terminals. The cable gland and labelling of the cables shall also be allowed for in the rates below. Only brass glands will be accepted.



Drilling of hole, provide the cores with lugs and final termination/bolting onto terminals
Non- Standard Cores must be heat shrunk with standard phase colours.
Brown conductor to be heat shrink with a RED heat shrink sleeve
Grey conductor to be heat shrink with a WHITE heat shrink sleeve

PRATLEY Enviro Compression Gland, Waterproof shroud, Earthing tag, lugs and set of termination materials

SPECIFICATION FOR CABLE LABELLING

Each cable installed must be labelled at both ends of the cable.

At the **Source end**: Label where the cable is feeding to
At the **Load end**: Label where the cable is feeding from

GRAFOPLAST (Tel: 011-704 3295) DARTAG clear sleeves – 100mm long by 10mm wide Type DT20010PTE
Black on White 9mm label printed on Brother P-Touch PT-2480
2x Black cable ties



EARTH CONDUCTOR

Where possible 5-core cables has been specified to limit the theft of single core earth conductors.
If earth conductors is separate specified it must be black insulated to prevent possible theft.
If the contractor replace 5-core cables specified. The contractor must allow in his rates for separate suitable sized earth conductors and terminations of these.

4.1 EAST AFRICA CABLES - 1000V /XLPE / ARMoured Type: 6941X - TABLE 14
 Provide, install, test and commission the following Armoured 600/1000 Volt XLPE Insulated, PVC Bedded, Steel Wire Armoured and PVC Sheathed Cables with Stranded Copper Conductors.

CONSTRUCTION: Single or multi core cables. Stranded plain copper conductors, XLPE insulated, cores laid up, extruded PVC bedding, galvanised steel wire armoured (Aluminium wires for single cores) and PVC sheathed.
 STANDARD: IEC 60502
 VOLTAGE RATING: 600/1000V (Um 1200V)
 APPLICATION: Industrial and mains distribution.
 SUITABLE INSTALLATION: Laid direct in the ground, or in ducts, clipped to surface, on trays or in free air. May be embedded in concrete.

Price shall allow for the installation of cables in cable ducts, through sleeves, conduits, on trays/ladders or installation against vertical and horizontal levels.
 All low voltage cables must be installed at least 500mm deep in ground if applicable

4.1.1 TRANSFORMER TO NEW KIOSK
 3x Supply cables will be installed in parallel, the cable length below is the total length for all three cables

120mm² x 4-core Copper m 90
 120mm² x 4-core Copper Termination m 6
 Earth conductor: 70mm² Copper Black insulated single core cable m 90
 70mm² Copper Black insulated single core cable - Termination m 6

4.1.2 GENERATOR TO NEW KIOSK
 3x Supply cables will be installed in parallel, the cable length below is the total length for all three cables

120mm² x 4-core Copper m 45
 120mm² x 4-core Copper Termination m 6
 Earth conductor: 70mm² Copper Black insulated single core cable m 45
 70mm² Copper Black insulated single core cable - Termination m 6

4.1.3 NEW KIOSK TO NEW MDB
 3x Supply cables will be installed in parallel, the cable length below is the total length for all three cables

120mm² x 4-core Copper m 255
 120mm² x 4-core Copper Termination m 6
 Earth conductor: 70mm² Copper Black insulated single core cable m 255
 70mm² Copper Black insulated single core cable - Termination m 6

4.1.4 MDB to DB-LAB
 6mm² x 5-core Copper m 125
 6mm² x 5-core Copper Termination m 2

4.1.5 MDB to DB-CA (Clean Ablutions, Phase 1 works)
 16mm² x 5-core Copper m 125
 16mm² x 5-core Copper Termination m 2

4.1.6 MDB to DB-DC (Dirty Change room, Phase 1 works)
 10mm² x 5-core Copper m 125
 10mm² x 5-core Copper Termination m 2

SUPPLY CABLES TO MCC PANELS

4.2 EAST AFRICA CABLES - NON-ARMoured, FLEXIBLE RUBBER, CU/XLPE/PVC - IEC 60502
 SIMILAR EQUAL TO: elandcables.com | H07RN-F EN 50525-2-21 Flexible Rubber Cable
<https://www.elandcables.com/cables/h07rn-f-bs-en-50525-2-21-flexible-rubber-cable>

4.2.1 MCC 1 - 10mm² x 5-CORE Flexible rubber cable m 130
 Termination of cable as per termination specifications item 2

4.2.2 MCC 2 - 6mm² x 5-CORE Flexible rubber cable m 130
 Termination of cable as per termination specifications item 2

4.2.3 MCC 3 - 10mm² x 5-CORE Flexible rubber cable m 80
 Termination of cable as per termination specifications item 2

4.2.4 MCC 4 - 4mm² x 5-CORE Flexible rubber cable m 20
 Termination of cable as per termination specifications item 2

4.2.5 MCC 5 - 4mm² x 5-CORE Flexible rubber cable m 50
 Termination of cable as per termination specifications item 2

4.2.6 MCC 6 - 4mm² x 3-CORE Flexible rubber cable m 30
 Termination of cable as per termination specifications item 2

4.2.7 MCC 7 - 4mm² x 3-CORE Flexible rubber cable m 35
 Termination of cable as per termination specifications item 2

4.2.8 MCC 8 - 4mm² x 3-CORE Flexible rubber cable m 80
 Termination of cable as per termination specifications item 2

4.2.9 MCC 9 - 4mm² x 3-CORE Flexible rubber cable m 40
 Termination of cable as per termination specifications item 2

4.2.10 MCC 9 - 4mm² x 3-CORE Flexible rubber cable m 80
 Termination of cable as per termination specifications item 2

4.2.11 MCC 10 - 4mm² x 5-CORE Flexible rubber cable m 90
 Termination of cable as per termination specifications item 2

4.2.12 MCC 11 - 4mm² x 5-CORE Flexible rubber cable m 25
 Termination of cable as per termination specifications item 2

4.2.13 MCC 12 - 4mm² x 5-CORE Flexible rubber cable m 75
 Termination of cable as per termination specifications item 2

4.2.14 MCC 13 - 4mm² x 3-CORE Flexible rubber cable m 60
 Termination of cable as per termination specifications item 2

4.2.15 MCC 14 - 4mm² x 3-CORE Flexible rubber cable m 70
 Termination of cable as per termination specifications item 2

4.2.16 MCC 15 - 4mm² x 3-CORE Flexible rubber cable m 45
 Termination of cable as per termination specifications item 2

4.2.17 MCC 16 - 6mm² x 5-CORE Flexible rubber cable m 50
 Termination of cable as per termination specifications item 2

4.2.18 MCC 17 - 10mm² x 5-CORE Flexible rubber cable m 70
 Termination of cable as per termination specifications item 2

4.2.19 MCC 18 - 10mm² x 5-CORE Flexible rubber cable m 65
 Termination of cable as per termination specifications item 2

4.2.20 MCC 19 - 6mm² x 5-CORE Flexible rubber cable m 60
 Termination of cable as per termination specifications item 2

4.2.21 MCC 20 - 6mm² x 5-CORE Flexible rubber cable m 80
 Termination of cable as per termination specifications item 2

4.2.22 MCC 21 - 6mm² x 5-CORE Flexible rubber cable m 70
 Termination of cable as per termination specifications item 2

4.2.23 MCC 22 - 6mm² x 3-CORE Flexible rubber cable m 70
 Termination of cable as per termination specifications item 2



SUPPLY AND CONTROL CABLES FROM MCC PANELS

4.3 EAST AFRICA CABLES - NON-ARMoured, FLEXIBLE RUBBER, CU/XLPE/PVC - IEC 60502
 SIMILAR EQUAL TO: elandcables.com | H07RN-F EN 50525-2-21 Flexible Rubber Cable
<https://www.elandcables.com/cables/h07rn-f-bs-en-50525-2-21-flexible-rubber-cable>



4.3.1 **MCC-1 TO 1A**
 CONTROL CABLES
 1,5mm² x 48-Core Control cable
 Termination of cable as per termination specifications

m
 item 25
 4

4.3.2 **MCC-1 TO 1B**
 SUPPLY CABLES
 6mm² x 5-CORE Flexible rubber cable
 Termination of cable as per termination specifications

m
 item 25
 2

CONTROL CABLES
 1,5mm² x 48-Core Control cable
 Termination of cable as per termination specifications

m
 item 25
 4

4.3.3 **MCC-2 TO 2A**
 SUPPLY CABLES
 4mm² x 5-CORE Flexible rubber cable
 Termination of cable as per termination specifications

m
 item 25
 2

CONTROL CABLES
 1,5mm² x 19-Core Control cable
 Termination of cable as per termination specifications

m
 item 25
 4

4.3.4 **MCC-3 TO 3A**
 SUPPLY CABLES
 2,5mm² x 5-CORE Flexible rubber cable
 Termination of cable as per termination specifications

m
 item 20
 2

CONTROL CABLES
 1,5mm² x 7-Core Control cable
 Termination of cable as per termination specifications

m
 item 36
 6

4.3.5 **MCC-3 TO 3B**
 SUPPLY CABLES
 2,5mm² x 5-CORE Flexible rubber cable
 Termination of cable as per termination specifications

m
 item 20
 2

CONTROL CABLES
 1,5mm² x 7-Core Control cable
 Termination of cable as per termination specifications

m
 item 20
 4

4.3.6 **MCC-3 TO 3C**
 SUPPLY CABLES
 2,5mm² x 5-CORE Flexible rubber cable
 Termination of cable as per termination specifications

m
 item 15
 2

CONTROL CABLES
 1,5mm² x 7-Core Control cable
 Termination of cable as per termination specifications

m
 item 25
 4

4.3.7 **MCC-3 TO 3D**
 SUPPLY CABLES
 2,5mm² x 5-CORE Flexible rubber cable
 Termination of cable as per termination specifications

m
 item 10
 2

CONTROL CABLES
 1,5mm² x 7-Core Control cable
 Termination of cable as per termination specifications

m
 item 16
 4

4.3.8 **MCC-3 TO 3E**
 SUPPLY CABLES
 2,5mm² x 5-CORE Flexible rubber cable
 Termination of cable as per termination specifications

m
 item 20
 2

CONTROL CABLES
 1,5mm² x 7-Core Control cable
 Termination of cable as per termination specifications

m
 item 26
 4

4.3.9 **MCC-3 TO 3F**
 SUPPLY CABLES
 2,5mm² x 5-CORE Flexible rubber cable
 Termination of cable as per termination specifications

m
 item 20
 2

CONTROL CABLES
 1,5mm² x 7-Core Control cable
 Termination of cable as per termination specifications

m
 item 30
 4

4.3.10 **MCC-3 TO 3G**
 SUPPLY CABLES
 2,5mm² x 5-CORE Flexible rubber cable
 Termination of cable as per termination specifications

m
 item 25
 2

CONTROL CABLES
 1,5mm² x 7-Core Control cable
 Termination of cable as per termination specifications

m
 item 35
 4

4.3.11 **MCC-3 TO 3H**
 SUPPLY CABLES
 2,5mm² x 5-CORE Flexible rubber cable
 Termination of cable as per termination specifications

m
 item 10
 2

CONTROL CABLES
 1,5mm² x 7-Core Control cable
 Termination of cable as per termination specifications

m
 item 10
 2

1,5mm² x 12-Core Control cable
 Termination of cable as per termination specifications

m
 item 10
 2

4.3.12 **MCC-4 TO 4A**
 CONTROL CABLES
 1,5mm² x 7-Core Control cable
 Termination of cable as per termination specifications

m
 item 25
 2

1,5mm² x 12-Core Control cable
 Termination of cable as per termination specifications

m
 item 60
 4

4.3.13 **MCC-4 TO 4B**
 SUPPLY CABLES
 2,5mm² x 3-CORE Flexible rubber cable
 Termination of cable as per termination specifications

m
 item 40
 2

CONTROL CABLES
 1,5mm² x 7-Core Control cable
 Termination of cable as per termination specifications

m
 item 166
 14

1,5mm² x 12-Core Control cable
 Termination of cable as per termination specifications

m
 item 35
 2

4.3.14 **MCC-4 TO 4C**
 SUPPLY CABLES
 2,5mm² x 5-CORE Flexible rubber cable
 Termination of cable as per termination specifications





m
 item 25
 2

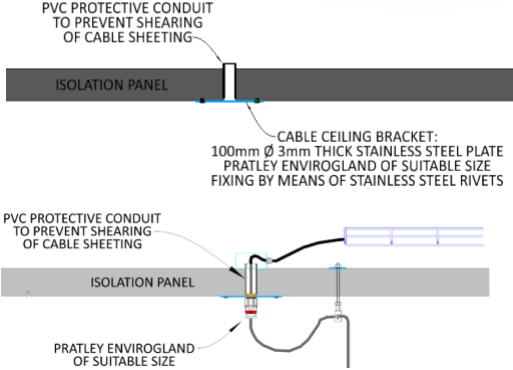






CONTROL CABLES
 1,5mm² x 7-Core Control cable
 Termination of cable as per termination specifications

m
 item 15
 2

4,3,15	MCC-5 TO 5A SUPPLY CABLES 2,5mm ² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications	m	10
		item	2
	CONTROL CABLES 1,5mm ² x 7-Core Control cable Termination of cable as per termination specifications	m	20
		item	4
4,3,16	MCC-5 TO 5B SUPPLY CABLES 2,5mm ² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications	m	10
		item	2
	CONTROL CABLES 1,5mm ² x 7-Core Control cable Termination of cable as per termination specifications	m	20
		item	4
4,3,17	MCC-5 TO 5C SUPPLY CABLES 2,5mm ² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications	m	10
		item	2
4,3,18	MCC-5 TO 5D SUPPLY CABLES 2,5mm ² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications	m	20
		item	2
	CONTROL CABLES 1,5mm ² x 7-Core Control cable Termination of cable as per termination specifications	m	20
		item	4
4,3,19	MCC-6 TO 6A SUPPLY CABLES 2,5mm ² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications	m	10
		item	2
	CONTROL CABLES 1,5mm ² x 7-Core Control cable Termination of cable as per termination specifications	m	10
		item	2
4,3,20	MCC-7 TO 7A SUPPLY CABLES 2,5mm ² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications	m	10
		item	2
	CONTROL CABLES 1,5mm ² x 7-Core Control cable Termination of cable as per termination specifications	m	22
		item	4
4,3,20	MCC-8 TO 8A SUPPLY CABLES 2,5mm ² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications	m	10
		item	2
	CONTROL CABLES 1,5mm ² x 7-Core Control cable Termination of cable as per termination specifications	m	10
		item	2
4,3,21	MCC-9 TO 9A SUPPLY CABLES 2,5mm ² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications	m	10
		item	2
	CONTROL CABLES 1,5mm ² x 7-Core Control cable Termination of cable as per termination specifications	m	30
		item	4
4,3,22	MCC-9.1 TO 9.1A SUPPLY CABLES 2,5mm ² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications	m	10
		item	2
	2,5mm ² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications	m	10
		item	2
	CONTROL CABLES 1,5mm ² x 7-Core Control cable Termination of cable as per termination specifications	m	10
		item	2
	1,5mm ² x 7-Core Control cable Termination of cable as per termination specifications	m	10
		item	2
4,3,23	MCC-10 TO 10A SUPPLY CABLES 2,5mm ² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications	m	10
		item	2
4,3,24	MCC-10 TO 10B SUPPLY CABLES 2,5mm ² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications	m	50
		item	2
4,3,25	MCC-11 TO 11A SUPPLY CABLES 2,5mm ² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications	m	10
		item	2
4,3,26	MCC-11 TO 11B SUPPLY CABLES 2,5mm ² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications	m	30
		item	2
4,3,27	MCC-12 TO 12A SUPPLY CABLES 2,5mm ² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications	m	10
		item	2
4,3,28	MCC-13 TO 13A SUPPLY CABLES 2,5mm ² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications	m	10
		item	2
	4mm ² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications	m	10
		item	2
	CONTROL CABLES 1,5mm ² x 12-Core Control cable Termination of cable as per termination specifications	m	10
		item	2

4,3,29	<p>MCC-14 TO 14A SUPPLY CABLES 4mm² x 3-CORE Flexible rubber cable Termination of cable as per termination specifications</p> <p>2,5mm² x 3-CORE Flexible rubber cable Termination of cable as per termination specifications</p> <p>CONTROL CABLES 1,5mm² x 12-Core Control cable Termination of cable as per termination specifications</p>			m item	5 2			
4,3,30	<p>MCC-15 TO 15A SUPPLY CABLES 2,5mm² x 3-CORE Flexible rubber cable Termination of cable as per termination specifications</p> <p>CONTROL CABLES 1,5mm² x 12-Core Control cable Termination of cable as per termination specifications</p>			m item	15 2			
4,3,31	<p>MCC-15 TO 15B SUPPLY CABLES 2,5mm² x 3-CORE Flexible rubber cable Termination of cable as per termination specifications</p> <p>CONTROL CABLES 1,5mm² x 12-Core Control cable Termination of cable as per termination specifications</p>			m item	10 2			
4,3,32	<p>MCC-15 TO 15C SUPPLY CABLES 2,5mm² x 3-CORE Flexible rubber cable Termination of cable as per termination specifications</p> <p>CONTROL CABLES 1,5mm² x 12-Core Control cable Termination of cable as per termination specifications</p>			m item	20 2			
4,3,33	<p>MCC-16 TO 16A SUPPLY CABLES 2,5mm² x 3-CORE Flexible rubber cable Termination of cable as per termination specifications</p> <p>4mm² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications</p> <p>CONTROL CABLES 1,5mm² x 12-Core Control cable Termination of cable as per termination specifications</p>			m item	15 2			
4,3,34	<p>MCC-17 TO 17A SUPPLY CABLES 2,5mm² x 3-CORE Flexible rubber cable Termination of cable as per termination specifications</p> <p>6mm² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications</p> <p>CONTROL CABLES 1,5mm² x 12-Core Control cable Termination of cable as per termination specifications</p>			m item	15 2			
4,3,35	<p>MCC-18 TO 18A SUPPLY CABLES 2,5mm² x 3-CORE Flexible rubber cable Termination of cable as per termination specifications</p> <p>6mm² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications</p> <p>CONTROL CABLES 1,5mm² x 12-Core Control cable Termination of cable as per termination specifications</p>			m item	15 2			
4,3,36	<p>MCC-19 TO 19A SUPPLY CABLES 2,5mm² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications</p> <p>4mm² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications</p> <p>CONTROL CABLES 1,5mm² x 12-Core Control cable Termination of cable as per termination specifications</p>			m item	15 2			
4,3,37	<p>MCC-20 TO 20A SUPPLY CABLES 2,5mm² x 3-CORE Flexible rubber cable Termination of cable as per termination specifications</p> <p>4mm² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications</p> <p>CONTROL CABLES 1,5mm² x 12-Core Control cable Termination of cable as per termination specifications</p>			m item	15 2			
4,3,38	<p>MCC-21 TO 21A SUPPLY CABLES 2,5mm² x 3-CORE Flexible rubber cable Termination of cable as per termination specifications</p> <p>4mm² x 5-CORE Flexible rubber cable Termination of cable as per termination specifications</p> <p>CONTROL CABLES 1,5mm² x 12-Core Control cable Termination of cable as per termination specifications</p>			m item	15 2			
4,3,39	<p>MCC-22 TO 22A SUPPLY CABLES 2,5mm² x 3-CORE Flexible rubber cable Termination of cable as per termination specifications</p> <p>4mm² x 3-CORE Flexible rubber cable Termination of cable as per termination specifications</p> <p>CONTROL CABLES 1,5mm² x 12-Core Control cable Termination of cable as per termination specifications</p>			m item	5 2			

ITEM	DESCRIPTION	MORE DETAIL or IMAGE	UNIT	QTY	SUPPLY RATE	INSTALL RATE	AMOUNT
BILL 5							
CABLE CONTAINMENT							
5.1	WIRING DUCTS / CHANNELS - Similar to: ABB, O-line, OBO Bettermann or Cabstrut (Specialised Power Systems, +254(0) 724 255298, info@spsafrica.com) Installed above the ceiling to contain electrical circuit wiring METAL TRUNKING Galvanised Metal trunking IP40 Standard height 75 mm fabricated in hot dip Galvanized sendzimir steel plate EN 10147 S250GD + Z200 MAC Special method used to punch the trunking totally eliminates burrs, guaranteeing maximum safety for the cables and the operator All corners and branch connections have a wide curving angle (125 mm) Accessories are assembled using a mechanical system that requires no welding A mechanical joint system guarantees electrical continuity						
5.1.1	100mm x 75mm metal trunking		m	800			
5.1.2	100mm Metal cover plate		m	900			
5.1.3	100mm - 90° horizontal bend complete with cover		each	40			
5.1.4	100mm - Horizontal tee corner complete with cover		each	40			
5.1.5	100mm - Horizontal cross complete with cover		each	2			
5.1.6	100mm - 90° vertical inside bend complete with cover		each	40			
5.1.7	100mm - 90° vertical outside bend complete with cover		each	40			
5.1.8	100mm - Left 90° vertical outside bend complete with cover		each	10			
5.1.9	100mm - Right 90° vertical outside bend complete with cover		each	10			
5.1.10	100mm - Left 90° vertical outside bend complete with cover		each	10			
5.1.11	100mm - Vertical tee branch connection with level gradient complete with cover		each	10			
5.1.12	100mm - End cap		each	40			
5.2	STEEL WIRE TRAY/BASKETS - Similar to: O-line, OBO Bettermann or Cabstrut (Specialised Power Systems, +254(0) 724 255298, info@spsafrica.com) METAL WIRE TRAY - Similar to: O-line, OBO Bettermann or Cabstrut Pre-galvanised cable wire tray/basket Mechanical protection against impacts Ik 10 (up to 20 J) Classified in "D" class as for the drilling index >30% and in "Z" class as for free base index >90%, in compliance with EN 61537 The universal joint guarantees electrical continuity even in the painted sendzimir finish Wire mesh trays can be equipped with couplers, corners, shelves and other products						
5.2.1	MEDIUM DUTY Galvanised Steel wire mesh: 300mm wide x 52mm high with a 50x50mm grid		m	300			
5.2.2	MEDIUM DUTY Galvanised Steel wire mesh: 100mm wide x 35mm high with a 50x50mm grid		m	200			
5.3	RETURN FLANGE CABLE TRAYS - Similar to: ABB, O-line, OBO Bettermann or Cabstrut (Specialised Power Systems, +254(0) 724 255298, info@spsafrica.com) Pre-galvanised return flange cable tray complete all necessary brackets, bolts, nuts, washers, threaded rods and other fasteners to complete the installation. Produced in EN 10111 DD11 MAC carbon steel Fabrication in compliance with UNI E 14.07.000.0 Standard project complying with CEI 7-6 Standard and BS 729 Product manufactured on automatic CNC (Computerised Numeric Control) profiling plant; with robotic welding Products are easy to mount, practical and safe and cables are well ventilated						
5.3.1	100mm wide return flange cable tray - Similar to: O-line, OBO Bettermann or Cabstrut 100mm widereturn flange cable tray - Straight 100mm wide return flange cable tray -90° horizontal corner 100mm wide return flange cable tray - Horizontal tee 100mm wide return flange cable tray - Horizontal cross 100mm wide return flange cable tray - Vertical inside and outside bend adjustable from 0° to 90° 100mm wide return flange cable tray - Straight Couplers includes 2 plates complete with screws and nuts. 100mm wide return flange cable tray - Horizontal adjustable Couplers includes 2 plates complete with screws and nuts 100mm wide return flange cable tray - Round-headed M6x10 screw with nut		m each each each each set set Packet of 100x	460 10 2 40 40 153,3333 20 20			
5.3.2	225mm wide return flange cable tray - Similar to: O-line, OBO Bettermann or Cabstrut 225mm widereturn flange cable tray - Straight 225mm wide return flange cable tray -90° horizontal corner 225mm wide return flange cable tray - Horizontal tee 225mm wide return flange cable tray - Horizontal cross 225mm wide return flange cable tray - Vertical inside and outside bend adjustable from 0° to 90° 225mm wide return flange cable tray - Straight Couplers includes 2 plates complete with screws and nuts. 225mm wide return flange cable tray - Horizontal adjustable Couplers includes 2 plates complete with screws and nuts 225mm wide return flange cable tray - Round-headed M6x10 screw with nut		m each each each each set set Packet of 100x	60 2 2 2 2 2 2 2			
5.4	CABLE LADDERS - Similar to: ABB, O-line, OBO Bettermann or Cabstrut (Specialised Power Systems, +254(0) 724 255298, info@spsafrica.com) Pre-galvanised cable tray complete all necessary brackets, bolts, nuts, washers, threaded rods and other fasteners to complete the installation. Produced in EN 10111 DD11 MAC carbon steel Fabrication in compliance with UNI E 14.07.000.0 Standard project complying with CEI 7-6 Standard and BS 729 The profile is moulded in a special way to make the cable ladder strong and resistant to bending and twisting All corners and branch connections have a wide curving angle (standard 300 mm) Product manufactured on automatic CNC (Computerised Numeric Control) profiling plant; with robotic welding Products are easy to mount, practical and safe and cables are well ventilated						
5.4.1	400mm wide Cable Ladder - Similar to: O-line, OBO Bettermann or Cabstrut 400mm wide Cable Ladder - Straight 400mm wide Cable Ladder -90° horizontal corner 400mm wide Cable Ladder - Horizontal tee 400mm wide Cable Ladder - Horizontal cross 400mm wide Cable Ladder - Vertical inside and outside bend adjustable from 0° to 90° 400mm wide Cable Ladder - Straight Couplers includes 2 plates complete with screws and nuts. 400mm wide Cable Ladder - Horizontal adjustable Couplers includes 2 plates complete with screws and nuts 400mm wide Cable Ladder - Round-headed M6x10 screw with nut		m each each each each set set Packet of 100x	240 4 4 4 4 80 8 20			
TOTAL BILL 5 CARRIED FORWARD TO SUMMARY PAGE							

ITEM	DESCRIPTION	MORE DETAIL or IMAGE	UNIT	QTY	SUPPLY RATE	INSTALL RATE	AMOUNT
	BILL 6						
	POWER OUTLETS						
	CIRCUIT LABELLING OF ALL SOCKETS AND ISOLATORS						
	By means of black lettering on a white 8mm sticker, printing with the use of Brother labelling system or similar approved system. See approved label format. Sample: DB-B1 / NOR / CB23						
	WORKS						
	Every conduit must be straight All conduits installed by the electrical contractor for other services must have a draw wire All conduits mounted against concrete or brick walls must be supported by Spacebar Saddles every 1000mm All conduits mounted against wooden trusses must be supported by Spacebar Saddles at least every 750mm All PVC conduit links must be done with approved PVC conduits For links 50mm and bigger, Nextube Kabelflex type sleeve must be used. All conduits and sleeves must be provided with 2mm Ø galvanised draw wire.						
	POWER OUTLET POINTS						
	STAINLESS STEEL CEILING PLATE						
	A stainless steel plate is required on the underside of the ceiling panels to prevent damage to cable insulation on sharp edges of drilled panelling steel sides. To prevent the damage						
							
	POWER SKIRTING -						
6.	TYPE A HAGER PVC - MOD 45mm COMPATIBLE (QuickConnect)						
	TWO COMPARTMENT PVC TRUNKING - COMPATIBLE WITH 45mm DIRECT CLIP IN MODULES HAGER tehalit.queraz 56 x 134, 2 Compartment trunking, GBD 50x160 - Code: GBD5013109010 134 mm high x 56 mm deep and 8 000mm long standard lengths Wall mounted two compartment type. Colour: Pure White Device installation compatible format: Direct 45mm modules						
6.11	HAGER tehalit.queraz 56 x 134, 2 Compartment trunking, GBD 50x160 - Code: GBD5013109010		m	20			
6.12	Coupling set for GBD 50 x 131mm: L44639010		each	10			
6.13	Flat angle for GBD 50x130mm of ABS in pure white: L43989010		each	4			
6.14	3D Internal corner: L43549010		each				
6.15	Internal corner: L43919010		each				
6.16	Internal corner extension: L43949010		each				
6.17	External corner: L43929010		each				
6.18	End piece: L43939010		each	8			
6.2	SWITCH SOCKET OUTLETS						
6.21	Type A: POWER: NORMAL and/or Non-Essential Power TYPE: Single / 1 Gang 13A socket outlet flush mounted into a 3 x 3 Galvanised steel draw box DESCRIPTION: Polycarbonate WHITE cover plate with cord grip outlet COMPLIES TO: BS 1363-2 PRODUCT: HAGER Muse 13A socket outlets, Catalogue Ref. WGMS113S SUPPLIER: HAGER Kenya distributor: NABICO Enterprises, Biren Shah, +254 (73) 373 2327, biren@nabico.co.ke		each	10			
6.22	Type A1: POWER: NORMAL and/or Non-Essential Power TYPE: Double / 2 Gang 13A socket outlet flush mounted into a 3 x 6 Galvanised steel draw box DESCRIPTION: Polycarbonate WHITE cover plate with cord grip outlet COMPLIES TO: BS 1363-2 PRODUCT: HAGER Muse 13A socket outlets, Catalogue Ref. WGMS213S SUPPLIER: HAGER Kenya distributor: NABICO Enterprises, Biren Shah, +254 (73) 373 2327, biren@nabico.co.ke		each	10			
6.23	Type B: POWER: NORMAL Power - Connected to an Earth Leakage unit TYPE: IP66 Surface mounted Waterproof switch socket outlet DESCRIPTION: IP66 Waterproof - 2-Pole + earth switch socket PRODUCT: HAGER WXPSS81 waterproof, IP66 single 13A DP switch socket outlet SUPPLIER: HAGER Kenya distributor: NABICO Enterprises, Biren Shah, +254 (73) 373 2327, biren@nabico.co.ke		each	11			
	VERTICAL STAINLESS STEEL CONDUIT Description: 3m long Stainless steel 20mm Ø pipe with Stainless Steel wall brackets every 800mm apart. The conduit must be 50mm away from the insulated panels VERTICAL STAINLESS STEEL CONDUIT BRACKETS Description: Stainless Steel conduit bracket to fix/hold S/S conduits 50mm away from insulated panel wall. This is for hygienic and cleaning considerations. See detail drawing for details PVC end cap, A PVC end cap must be installed on each end of the conduit		3m length	11			
			each	44			
			each	22			
6.24	Type C: POWER: NORMAL Power - Connected to an Earth Leakage unit TYPE: Single / 1 Gang 13A socket outlet - 45mm x 45mm DESCRIPTION: HAGER QuickConnect 45mm wiring module - must be compatible with Type A power skirting SUPPLIER: HAGER Kenya distributor: NABICO Enterprises, Biren Shah, +254 (73) 373 2327, biren@nabico.co.ke		each	3			
6.3	WIRING OF ABOVE SOCKET OUTLETS Supply, installation and termination of below wiring						
6.31	2.5mm² x 3-CORE round general purpose cable for power points		m	1240			
6.4	CONDUIT - FOR SOCKET OUTLETS Conduit complete with PVC glue, bends joints adaptors, couplings, saddles cutting, etc. Installed on surface or built into brick wall or concrete slabs including waste Approved White uPVC conduit - TRONIC type CP-PIPE-XX-WH						
6.41	20mm Ø uPVC conduit - TRONIC type CP-PIPE-XX-WH		m	100			

6.5 SINGLE PHASE ISOLATOR OUTLETS

Provide and install the following 230Volt Single Phase power points complete with the following:

The rates must include galvanised draw boxes, steel extension boxes or any other required housing to house the power point/isolator. The rates must allow for the required SANS approved PVC conduit, Galvanised conduit or wiring channel. Outlets must be supplied complete with all required galvanised yoke plates, outlets and steel cover plates. All PVC conduit must be secured by means of PVC flexible strap saddles every 1000mm apart. Galvanised conduits must be secured with hospital saddles every 1000mm apart.

Rates must include 600/1000V PVC insulated copper wiring (SANS 1411 Part 1) or cabling. The rates must also include the termination of wiring/cabling (cable glands and shrouds) and labelling on all cover plates. See data above for minimum conductor size to be used for wiring.

6.5.1 **TYPE 1**
 POWER: NORMAL and/or Non-Essential Power
 TYPE: 45Amp double pole, 1 gang with LED flush mounted into a 3 x 3 Galvanised steel draw box
 DESCRIPTION: Polycarbonate WHITE cover plate with cord grip outlet
 COMPLIES TO: IEC 60669-1
 PRODUCT: HAGER Muse Double pole control switches, Catalogue Ref. WGM45D1
 SUPPLIER: HAGER Kenya distributor: NABICO Enterprises, Biren Shah, +254 (73) 373 2327, biren@nabico.co.ke



each 3

4mm² x 3-CORE round general purpose cable for power points

m 120

6.5.2 **Type A**
 16Amp, 3-Pole Surface mounted IP65 Isolator with 2x suitable compression/cable glands.
 Type: ABB IP65 Plastic Safety switch Type: OTP16A3M Order No: 1SCA022399R6750
 Supplier: NABICO Enterprises, Biren Shah, +254 (73) 373 2327, biren@nabico.co.ke All glands must be installed at the bottom of isolators and switches



each 15
 m 750
 each 15
 each 15
 m 75

SUPPLY CABLE: 2.5mm² x 3-CORE Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502
 SUPPLY CABLE GLANDS: PRATLEY Enviro Compression Gland Size 0 for cable diameters of 8 - 12,6mm by Pratley
 LOAD CABLE GLANDS: PRATLEY Enviro Compression Gland Size 0 for cable diameters of 8 - 12,6mm by Pratley
 CABLE TO LOAD: 2.5mm² x 3-CORE Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502

VERTICAL STAINLESS STEEL CONDUIT
 Description: 3m long Stainless steel 20mm Ø pipe with Stainless Steel wall brackets every 800mm apart.
 The conduit must be 50mm away from the insulated panels



3m length 15

VERTICAL STAINLESS STEEL CONDUIT BRACKETS
 Description: Stainless Steel conduit bracket to fix/hold S/S conduits 50mm away from insulated panel wall.
 This is for hygienic and cleaning considerations. See detail drawing for details
 PVC end cap, A PVC end cap must be installed on each end off the conduit



each 60
 each 30

6.5.3 **Type A1**
 32Amp, 3-Pole Surface mounted IP65 Isolator with 2x suitable compression/cable glands.
 Type: ABB IP65 Plastic Safety switch Type: OTP25A3M Order No: 1SCA022399R6670
 Supplier: NABICO Enterprises, Biren Shah, +254 (73) 373 2327, biren@nabico.co.ke All glands must be installed at the bottom of isolators and switches



each 3
 m 150
 each 3
 each 3
 m 15

SUPPLY CABLE: 4mm² x 3-CORE Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502
 SUPPLY ISOLATOR CABLE GLANDS: PRATLEY Enviro Compression Gland Size 0 for cable diameters of 8 - 12,6mm by Pratley
 SUPPLY ISOLATOR CABLE GLANDS: PRATLEY Enviro Compression Gland Size 0 for cable diameters of 8 - 12,6mm by Pratley
 CABLE TO LOAD: 4mm² x 3-CORE Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502

VERTICAL STAINLESS STEEL CONDUIT
 Description: 3m long Stainless steel 20mm Ø pipe with Stainless Steel wall brackets every 800mm apart.
 The conduit must be 50mm away from the insulated panels



3m length 3

VERTICAL STAINLESS STEEL CONDUIT BRACKETS
 Description: Stainless Steel conduit bracket to fix/hold S/S conduits 50mm away from insulated panel wall.
 This is for hygienic and cleaning considerations. See detail drawing for details
 PVC end cap, A PVC end cap must be installed on each end off the conduit



each 12
 each 6

6.5.4 **Type B**
 230V, 20Amp, 2-Pole Surface mounted IP65 Isolator with Suitable IP66 compression/cable glands.
 Type: Hager IP66 waterproof 20Amp switch, Code: WXPDP84
 NABICO Enterprises, Biren Shah, +254 (73) 373 2327, biren@nabico.co.ke
 All glands must be installed at the bottom of isolators and switches



each 10
 m 500
 each 10
 each 10
 m 50

SUPPLY CABLE: 1.5mm² x 3-CORE Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502
 SUPPLY ISOLATOR CABLE GLANDS: PRATLEY Enviro Compression Gland Size 0 for cable diameters of 8 - 12,6mm by Pratley
 SUPPLY ISOLATOR CABLE GLANDS: PRATLEY Enviro Compression Gland Size 0 for cable diameters of 8 - 12,6mm by Pratley
 CABLE TO LOAD: 1.5mm² x 3-CORE Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502

VERTICAL STAINLESS STEEL CONDUIT
 Description: 3m long Stainless steel 20mm Ø pipe with Stainless Steel wall brackets every 800mm apart.
 The conduit must be 50mm away from the insulated panels



3m length 10

VERTICAL STAINLESS STEEL CONDUIT BRACKETS
 Description: Stainless Steel conduit bracket to fix/hold S/S conduits 50mm away from insulated panel wall.
 This is for hygienic and cleaning considerations. See detail drawing for details
 PVC end cap, A PVC end cap must be installed on each end off the conduit



each 40
 each 20

6.5.5 **Type C**
 IP67, 230V, 16Amp, 3-Pole SURFACE mounted interlocked switch socket (6h) outlet & associated IP67 plug (6h) as per IEC 60309-2 INDUSTRIAL SOCKET: ABB Type 216MHS6W Product ID: 2CMA167801R1000 INDUSTRIAL PLUG: ABB Type 216P3W Product ID: 2CMA166456R1000
 NABICO Enterprises, Biren Shah, +254 (73) 373 2327, biren@nabico.co.ke



each 1
 m 50
 each 1
 each 1
 m 5

SUPPLY CABLE: 2.5mm² x 3-CORE Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502
 SUPPLY ISOLATOR CABLE GLANDS: PRATLEY Enviro Compression Gland Size 0 for cable diameters of 8 - 12,6mm by Pratley
 SUPPLY ISOLATOR CABLE GLANDS: PRATLEY Enviro Compression Gland Size 0 for cable diameters of 8 - 12,6mm by Pratley
 CABLE TO LOAD: 2.5mm² x 3-CORE Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502

VERTICAL STAINLESS STEEL CONDUIT
 Description: 3m long Stainless steel 20mm Ø pipe with Stainless Steel wall brackets every 800mm apart.
 The conduit must be 50mm away from the insulated panels



3m length 1

VERTICAL STAINLESS STEEL CONDUIT BRACKETS
 Description: Stainless Steel conduit bracket to fix/hold S/S conduits 50mm away from insulated panel wall.
 This is for hygienic and cleaning considerations. See detail drawing for details
 PVC end cap, A PVC end cap must be installed on each end off the conduit



each 4
 each 2

6.5.6 **Type C1**
 IP67, 230V, 32Amp, 3-Pole SURFACE mounted interlocked switch socket (6h) outlet & associated IP67 plug (6h) as per IEC 60309-2 INDUSTRIAL SOCKET: ABB Type 232MHS6W Product ID: 2CMA167848R1000 INDUSTRIAL PLUG: ABB Type 232P6W Product ID: 2CMA166722R1000
 NABICO Enterprises, Biren Shah, +254 (73) 373 2327, biren@nabico.co.ke



each 1
 m 50
 each 1
 each 1
 m 5

SUPPLY CABLE: 4mm² x 3-CORE Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502
 SUPPLY ISOLATOR CABLE GLANDS: PRATLEY Enviro Compression Gland Size 0 for cable diameters of 8 - 12,6mm by Pratley
 SUPPLY ISOLATOR CABLE GLANDS: PRATLEY Enviro Compression Gland Size 0 for cable diameters of 8 - 12,6mm by Pratley
 CABLE TO LOAD: 4mm² x 3-CORE Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502

VERTICAL STAINLESS STEEL CONDUIT
 Description: 3m long Stainless steel 20mm Ø pipe with Stainless Steel wall brackets every 800mm apart.
 The conduit must be 50mm away from the insulated panels



3m length 1

VERTICAL STAINLESS STEEL CONDUIT BRACKETS
 Description: Stainless Steel conduit bracket to fix/hold S/S conduits 50mm away from insulated panel wall.
 This is for hygienic and cleaning considerations. See detail drawing for details
 PVC end cap, A PVC end cap must be installed on each end off the conduit



each 4
 each 2

6.6 THREE PHASE ISOLATORS

Provide and install the following 400Volt Three Phase power points complete with the following:
The rates must also include the termination of wiring/cabling and labelling on all cover plates.
Circuit label must be fixed to cable as per description under cables.

6.6.1 **TYPE A**
16Amp, 3-Pole Surface mounted IP65 Isolator with 2x suitable compression/cable glands.
Type: ABB IP65 Plastic Safety switch Type: OTP16A3M Order No: 1SCA022399R6750
Supplier: NABICO Enterprises, Biren Shah, +254 (73) 373 2327, biren@nabico.co.ke All glands must be installed at the bottom of isolators and switches

SUPPLY CABLE: 4mm² x 5-core Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502
SUPPLY GLANDS: PRATLEY Enviro Compression Gland Size 2 for cable diameters of 15.7 - 20.4mm by Pratlley +27 11 955 2190
LOAD GLANDS: PRATLEY Enviro Compression Gland Size 2 for cable diameters of 15.7 - 20.4mm by Pratlley +27 11 955 2190
CABLE TO LOAD: 4mm² x 5-CORE Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502



each 2
m 120
each 2
each 2
m 6

VERTICAL STAINLESS STEEL CONDUIT
Description: 3m long Stainless steel 20mm Ø pipe with Stainless Steel wall brackets every 800mm apart.
The conduit must be 50mm away from the insulated panels
VERTICAL STAINLESS STEEL CONDUIT BRACKETS
Description: Stainless Steel conduit bracket to fix/hold S/S conduits 50mm away from insulated panel wall.
This is for hygienic and cleaning considerations. See detail drawing for details
PVC end cap, A PVC end cap must be installed on each end off the conduit



3m length 2
each 8
each 4

6.6.2 **TYPE A1**
32Amp, 3-Pole Surface mounted IP65 Isolator with 2x suitable compression/cable glands.
Type: ABB IP65 Plastic Safety switch Type: OTP25A3M Order No: 1SCA022399R6670
Supplier: NABICO Enterprises, Biren Shah, +254 (73) 373 2327, biren@nabico.co.ke All glands must be installed at the bottom of isolators and switches

SUPPLY CABLE: 6mm² x 5-core Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502
SUPPLY GLANDS: PRATLEY Enviro Compression Gland Size 2 for cable diameters of 15.7 - 20.4mm by Pratlley +27 11 955 2190
LOAD GLANDS: PRATLEY Enviro Compression Gland Size 2 for cable diameters of 15.7 - 20.4mm by Pratlley +27 11 955 2190
CABLE TO LOAD: 6mm² x 5-CORE Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502



each 1
m 50
each 1
each 1
m 5

VERTICAL STAINLESS STEEL CONDUIT
Description: 3m long Stainless steel 20mm Ø pipe with Stainless Steel wall brackets every 800mm apart.
The conduit must be 50mm away from the insulated panels
VERTICAL STAINLESS STEEL CONDUIT BRACKETS
Description: Stainless Steel conduit bracket to fix/hold S/S conduits 50mm away from insulated panel wall.
This is for hygienic and cleaning considerations. See detail drawing for details
PVC end cap, A PVC end cap must be installed on each end off the conduit



3m length 1
each 4
each 2

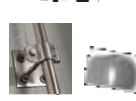
6.6.3 **TYPE A2**
63Amp, 3-Pole Surface mounted IP65 Isolator with 2x suitable compression/cable glands.
Type: ABB IP65 Plastic Safety switch Type: OTP63A3M Order No: 1SCA022613R1200
Supplier: NABICO Enterprises, Biren Shah, +254 (73) 373 2327, biren@nabico.co.ke All glands must be installed at the bottom of isolators and switches

SUPPLY CABLE: 16mm² x 5-core Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502
SUPPLY GLAND: PRATLEY Enviro Compression Gland Size 4 for cable diameters of 26.3 - 34.7mm by Pratlley +27 11 955 2190
LOAD GLAND: PRATLEY Enviro Compression Gland Size 4 for cable diameters of 26.3 - 34.7mm by Pratlley +27 11 955 2190
CABLE TO LOAD: 16mm² x 5-CORE Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502



each 1
m 50
each 1
each 1
m 5

VERTICAL STAINLESS STEEL CONDUIT
Description: 3m long Stainless steel 20mm Ø pipe with Stainless Steel wall brackets every 800mm apart.
The conduit must be 50mm away from the insulated panels
VERTICAL STAINLESS STEEL CONDUIT BRACKETS
Description: Stainless Steel conduit bracket to fix/hold S/S conduits 50mm away from insulated panel wall.
This is for hygienic and cleaning considerations. See detail drawing for details
PVC end cap, A PVC end cap must be installed on each end off the conduit



3m length 1
each 4
each 2

6.6.4 **TYPE B**
IP67, 415V, 16Amp, 5-Pole SURFACE mounted interlocked switch socket (6h) outlet & associated IP67 plug (6h) as per IEC 60309-2 INDUSTRIAL SOCKET: ABB Type 416MHS3W Product ID: 2CMA167816R1000 INDUSTRIAL PLUG: ABB Type 416P6W Product ID: 2CMA126773R1000
NABICO Enterprises, Biren Shah, +254 (73) 373 2327, biren@nabico.co.ke

SUPPLY CABLE: 4mm² x 5-core Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502
SUPPLY GLANDS: PRATLEY Enviro Compression Gland Size 2 for cable diameters of 15.7 - 20.4mm by Pratlley +27 11 955 2190
LOAD GLANDS: PRATLEY Enviro Compression Gland Size 2 for cable diameters of 15.7 - 20.4mm by Pratlley +27 11 955 2190
CABLE TO LOAD: 4mm² x 5-CORE Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502



each 1
m 50
each 1
each 1
m 5

VERTICAL STAINLESS STEEL CONDUIT
Description: 3m long Stainless steel 20mm Ø pipe with Stainless Steel wall brackets every 800mm apart.
The conduit must be 50mm away from the insulated panels
VERTICAL STAINLESS STEEL CONDUIT BRACKETS
Description: Stainless Steel conduit bracket to fix/hold S/S conduits 50mm away from insulated panel wall.
This is for hygienic and cleaning considerations. See detail drawing for details
PVC end cap, A PVC end cap must be installed on each end off the conduit



3m length 1
each 4
each 2

6.6.5 **TYPE B1**
IP67, 415V, 32Amp, 5-Pole SURFACE mounted interlocked switch socket (6h) outlet & associated IP67 plug (6h) as per IEC 60309-2 INDUSTRIAL SOCKET: ABB Type 432MHS3W Product ID: 2CMA167863R1000 INDUSTRIAL PLUG: ABB Type 432P6W Product ID: 2CMA166520R1000
NABICO Enterprises, Biren Shah, +254 (73) 373 2327, biren@nabico.co.ke

SUPPLY CABLE: 6mm² x 5-core Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502
SUPPLY GLANDS: PRATLEY Enviro Compression Gland Size 2 for cable diameters of 15.7 - 20.4mm by Pratlley +27 11 955 2190
LOAD GLANDS: PRATLEY Enviro Compression Gland Size 2 for cable diameters of 15.7 - 20.4mm by Pratlley +27 11 955 2190
CABLE TO LOAD: 6mm² x 5-CORE Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502



each 1
m 50
each 1
each 1
m 5

VERTICAL STAINLESS STEEL CONDUIT
Description: 3m long Stainless steel 20mm Ø pipe with Stainless Steel wall brackets every 800mm apart.
The conduit must be 50mm away from the insulated panels
VERTICAL STAINLESS STEEL CONDUIT BRACKETS
Description: Stainless Steel conduit bracket to fix/hold S/S conduits 50mm away from insulated panel wall.
This is for hygienic and cleaning considerations. See detail drawing for details
PVC end cap, A PVC end cap must be installed on each end off the conduit



3m length 1
each 4
each 2

6.6.6 **TYPE B2**
IP67, 415V, 63Amp, 5-Pole SURFACE mounted interlocked switch socket (6h) outlet & associated IP67 plug (6h) as per IEC 60309-2 INDUSTRIAL SOCKET: ABB Type 463MHS6W Product ID: 2CMA167905R1000 INDUSTRIAL PLUG: ABB Type 463P6W Product ID: 2CMA166798R1000
NABICO Enterprises, Biren Shah, +254 (73) 373 2327, biren@nabico.co.ke

SUPPLY CABLE: 16mm² x 5-core Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502
SUPPLY GLAND: PRATLEY Enviro Compression Gland Size 4 for cable diameters of 26.3 - 34.7mm by Pratlley +27 11 955 2190
LOAD GLAND: PRATLEY Enviro Compression Gland Size 4 for cable diameters of 26.3 - 34.7mm by Pratlley +27 11 955 2190
CABLE TO LOAD: 16mm² x 5-CORE Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502



each 1
m 50
each 1
each 1
m 5

VERTICAL STAINLESS STEEL CONDUIT
Description: 3m long Stainless steel 20mm Ø pipe with Stainless Steel wall brackets every 800mm apart.
The conduit must be 50mm away from the insulated panels
VERTICAL STAINLESS STEEL CONDUIT BRACKETS
Description: Stainless Steel conduit bracket to fix/hold S/S conduits 50mm away from insulated panel wall.
This is for hygienic and cleaning considerations. See detail drawing for details
PVC end cap, A PVC end cap must be installed on each end off the conduit



3m length 1
each 4
each 2

6.8 COMBINATION POWER "CLUSTER"

IP66 16-Way DIN with 4x 136 x 125 openings. Surface mounted Enclosure with up to 4x different socket outlets ENCLOSURE:IP66 SCAME Domino series code: 672.5416 from ElectroMechanica
 OPENING 1:16Amp 3-pin IP66 Flush mounted socket outlet SCAME Domoplus series code: 409.0428 from ElectroMechanica
 OPENING 2:16Amp 3-Pole IP66 SCAME Omnia series code: 405.1683 socket outlet from ElectroMechanica
 OPENING 3:16Amp 5-Pole IP66 SCAME Omnia series code: 405.1687 socket outlet from ElectroMechanica
 OPENING 4:IP66 blank cover plate SCAME code: 654.0120 from ElectroMechanica
 SWITCHGEAR:ABB 4P 63Amp, 30mA Earth leakage type DDA204 AC + ABB 3P 16Amp S203-D16 circuit breaker + 2x ABB 1P 16Amp S201-D16 circuit breaker
 1x DIN rail mounted 5-Way Insulated Neutral Bar & 1x DIN rail mounted 5-Way Earth Bar. Complete with Internal wiring

or
 ABB M Combi 32-1
 2x MCB, 1xRCD 30mA
 Combination unit IP65 with sockets:
 1x 16Amp 3-pole 200-250 V (50+60 Hz) blue,
 1x32Amp 5-pole 400V (50+60 Hz) red
 Product ID: 2CMA104325R1000



6.8.1 Combination Power "Cluster" / Maintenance power box AS PER ALL ABOVE ITEMS

6.8.2 IP67, 230V, 16Amp, 3-Pole SURFACE mounted interlocked switch socket (6h) outlet & associated IP67 plug (6h) as per IEC 60309-2 INDUSTRIAL SOCKET: ABB Type 216MHS6W Product ID: 2CMA167801R1000 INDUSTRIAL PLUG: ABB Type 216P3W Product ID: 2CMA166456R1000
 NABICO Enterprises, Biren Shah, +254 (73) 373 2327, biren@nabico.co.ke

6.8.3 IP67, 415V, 16Amp, 5-Pole SURFACE mounted interlocked switch socket (6h) outlet & associated IP67 plug (6h) as per IEC 60309-2 INDUSTRIAL SOCKET: ABB Type 416MHS3W Product ID: 2CMA167816R1000 INDUSTRIAL PLUG: ABB Type 416P6W Product ID: 2CMA126773R1000
 NABICO Enterprises, Biren Shah, +254 (73) 373 2327, biren@nabico.co.ke

6.8.4 SUPPLY CABLE: 6mm² x 5-core Flexible rubber cable, EAST AFRICA CABLE: CU/XLPE/PVC - IEC 60502

6.8.5 CEILING PLATE: 70mm Ø Stainless Steel round plate with hole for cable gland. Plate to be rivited to the ceiling with hole in centre for cable compression gland to go through.

6.8.6 CEILING PLATE GLAND: PRATLEY Enviro Compression Gland Size 2 for cable diameters of 15.7 - 20,4mm by Pratley

6.8.7 VERTICAL STAINLESS STEEL CONDUIT
 Description: 3m Long Stainless steel 20mm Ø pipe with Stainless Steel wall brackets every 800mm apart.
 The conduit must be 50mm away from the insulated panels

6.8.8 VERTICAL STAINLESS STEEL CONDUIT BRACKETS
 Description: Stainless Steel conduit bracket to fix/hold S/S conduits 50mm away from insulated panel wall.
 This is for hygienic and cleaning considerations. See detail drawing for details

6.8.9 PVC end cap, A PVC end cap must be installed on each end off the conduit



6.9 IP65 WATERPROOF JUNCTION BOXES - (SPARE ALLOWANCE FOR CHANGES)

IP66 Polypropylene Junction box T series - T60 114 x 114 x 57mm
 7x M25 plug-in seals made of ethylene vinyl acetate (EVA)
 Product Code: # 2007061 by O-LINE (+27) 11 955 2190



6.10 IP65 WATERPROOF "PLASTIC" COMPRESSION GLANDS - (SPARE ALLOWANCE FOR CHANGES)

IP65 TUFFLON M20 compression gland for flexible cables 8,5mm to 13mm diameters
 Made from Tufflon and will not jump threads. Nipple sealing gasket to be ordered with gland as per codes below Product Code: 75103 and 39001 by Pratley (+27) 11 955 2190



6.11 CABLE MANAGEMENT ACCESSORIES - (SPARE ALLOWANCE FOR CHANGES)

Polyamide 20mm Ø conduit clamp. O-Line Quick Clip Product Code: # 2149010 by O-LINE (+27) 11 955 2190
 Polyamide 25mm Ø conduit clamp. O-Line Quick Clip Product Code: # 2149016 by O-LINE (+27) 11 955 2191
 Polyamide 32mm Ø conduit clamp. O-Line Quick Clip Product Code: # 2149022 by O-LINE (+27) 11 955 2192
 Polyamide 40mm Ø conduit clamp. O-Line Quick Clip Product Code: # 2149028 by O-LINE (+27) 11 955 2192
 Polyamide 50mm Ø conduit clamp. O-Line Quick Clip Product Code: # 2149034 by O-LINE (+27) 11 955 2192



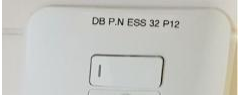






6.12 CONDUIT & FITTINGS - FOR SMOKE DETECTION

Conduit complete with PVC glue, bends joints adaptors, couplings, saddles cutting, etc.
 Installed on surface or built into brick wall or concrete slabs including waste

Approved White uPVC conduit - TRONIC type CP-PIPE-XX-WH

25mm Ø uPVC conduit - TRONIC type CP-PIPE-XX-WH
 25mm Ø uPVC One-way Junction Box - TRONIC CP JUN1-25-WH
 Galvanised wall boxes - TRONIC TR2331-47

item	2	
each	2	
each	2	
m	120	
each	2	
each	2	
3m length	2	
each	8	
each	4	
each	50	
each	50	
each	200	
each	200	
each	10	
each	10	
each	10	
m	800	
each	100	
each	100	

ITEM	DESCRIPTION	MORE DETAIL or IMAGE	UNIT	QTY	SUPPLY RATE	INSTALL RATE	AMOUNT
	BILL 7						
	LIGHTING INSTALLATION						
	General Information						
	All wiring shall comply to local wiring code as amended. All wiring shall be carried out according to the loop-in system. When earth continuity conductors are looped between terminals of equipment, the looped conductor ends shall be twisted together and ferruled to ensure that earth continuity is maintained when the conductors are removed from a terminal. When connecting more than one conductor in a terminal, the strands shall be securely twisted together. Under no circumstances shall strands be cut off.						
	Emergency Fittings: All emergency fittings must be supplied with a separate live. This must be a "unswitched live". This may be done by wiring a second unswitched live from the light switch to the emergency backup luminaire. A 5 Amp plug top on a 3-core 1,5mm ² flexible cable must be installed between the "Emergency" 5-Amp socket outlet mounted to the metal trunking side and the emergency luminaire. The flexible cable must be labelled EMERGENCY at the socket and at the luminaire where the cable enter the luminaire. the						
	Labelling: By means of black lettering on a white 8mm sticker, printing with the use of Brother labelling system or similar approved system. See approved label format. Light circuits: DB-NA / NOR / CB12						
							
7.	LIGHT OUTLET POINTS not VIA 5-AMP SOCKETS (DIRECT TERMINATION LIKE OUTSIDE WALL LIGHTS & EMERGENCY ABOVE DOOR IN WALL)						
7.1.2	Light point - Outside lights (bulkheads)		each	18			
7.2	LIGHT OUTLET POINTS WIRING						
7.2.1	1,5mm ² x 3-CORE round general purpose cable for power points (FROM 5-AMP SOCKET POINT TO LIGHT)		m	270			
7.3	WIRING CONTAINMENT - CONDUIT						
	Conduit complete with PVC glue, bends joints adaptors, couplings, saddles cutting, etc. Installed on surface or built into brick wall or concrete slabs including waste Approved White uPVC conduit - TRONIC type CP-PIPE-XX-WH						
7.3.1	20mm Ø uPVC conduit - TRONIC type CP-PIPE-XX-WH		m	360			
7.4	LIGHT OUTLET POINTS - FROM 5-AMP POINT						
	Each light shall be supplied from a 5-Amp socket outlet point. Except for Wall mounted and/or lights to be mounted under or on concrete slabs, in this case the wiring to the light will be done within the recessed conduits with the final light termination to be done within the light or within a round PVC junction box behind the luminaire. The socket shall be fixed on the side of the metal wiring channel or on top of the ceiling. From the socket a flexible cable lead shall be installed to the light. The lead will be from 1,5mm ² x 3-core flexible white cable with a 5-Amp 3-pin socket on the one end.						
	 						
7.4.1	5-Amp unswitched socket - TRONIC type TR 5105		each	174			
7.4.2	5-Amp unswitched socket box - TRONIC type TR 2805-47		each	174			
7.4.3	1,5mm ² x 3-CORE round general purpose cable for power points (LIGHT CIRCUIT WIRING FROM DB TO LIGHT POINT)		m	2610			
7.5	5 Amp light lead consisting of a 5-Amp plug top and 3m of wiring						
							
7.5.1	5-Amp 3-pin plug		each	174			
7.5.2	1,5mm ² x 3-CORE round general purpose cable for power points (FROM 5-AMP SOCKET POINT TO LIGHT)		m	522			
7.6	CABLE PROTECTION CONDUIT						
	All cables that is layed on top of the ceiling paneling must be protected from mechanical damage. 20mm Ø Galvanised steel conduit (cable lead from 5-Amp to light must be installed inside a steel conduit) The purpose of the conduit is to protect the cable on top of the ceiling paneling The conduit will not bend and will not terminate into a box, all conduits must end at least 100mm away from a box or light. Hospital saddles must be maximum 700mm apart						
7.6.1	20mm Ø Galvanised steel conduit		m	261			
7.6.2	20mm Ø Galvanised steel conduit - mounting/securing hospital saddle		each	348			
7.6.3	PVC end cap, A PVC end cap must be installed on each end of the conduit		each	348			
	  						

7.7 **EMERGENCY LIGHT OUTLET POINTS - FROM 5-AMP POINT**

5 Amp socket cover to be spray painted RED to indicate the socket is for emergency lights.
A unswitched live must be terminating inside the 5 Amp socket outlet ONLY, no other conductors



- 7.7.1 5-Amp unswitched socket - TRONIC type TR 5105
- 7.7.2 5-Amp unswitched socket box - TRONIC type TR 2805-47
- 7.7.3 RED Spray painting of the 5-Amp socket cover plate - RED paint indicate the point is for emergency lights
1,5mm² x 3-CORE round general purpose cable for power points (LIGHT CIRCUIT WIRING FROM DB TO LIGHT POINT)

each 61
each 61
each 61
m 915

7.8 5 Amp light lead consisting of a 5-Amp plug top and 3m of wiring



- 7.8.1 5-Amp 3-pin plug
- 7.8.2 1,5mm² x 3-CORE round general purpose cable for power points (FROM 5-AMP SOCKET POINT TO LIGHT)

each 61
m 183

7.9 **CABLE PROTECTION CONDUIT**

All cables that is layed on top of the ceiling paneling must be protected from mechanical damage.
20mm Ø Galvanised steel conduit (cable lead from 5-Amp to light must be installed inside a steel conduit)
The purpose of the conduit is to protect the cable on top of the ceiling paneling
The conduit will not bend and will not terminate into a box, all conduits must end at least 100mm away from a box or light.
Hospital saddles must be maximum 700mm apart

- 7.9.1 20mm Ø Galvanised steel conduit
- 7.9.2 20mm Ø Galvanised steel conduit - mounting/securing hospital saddle
- 7.9.3 PVC end cap, A PVC end cap must be installed on each end off the conduit

m 91.5
each 122
each 122



7.10 **LIGHT SWITCHES**

CRABTREE Diamond Range

Light switches as per description below with flush galvanised draw boxes, PVC conduit to wiring channels installed above ceiling, wiring terminations and circuit label on cover plate.

All light switch draw boxes must be installed at 1400mm AFFL except where indicated different on the drawings.
The draw boxes must be flush with the brick work and equally spaced next to each other if more than one is installed.
All draw boxes must be square and level.

- 7.10.1 **Type A**
POWER: NORMAL and/or Non-Essential Power
TYPE: Single / 1 Gang 16A socket outlet flush mounted into a 3 x 3 Galvanised steel draw box
DESCRIPTION: Large dolly switch, Polycarbonate WHITE cover plate
COMPLIES TO: IEC 60669-1 CB certificate
PRODUCT: HAGER Muse 1 gang 1 way light switch, Catalogue Ref. WGML111
SUPPLIER: HAGER Kenya distributor: NABICO Enterprises, Biren Shah, +254 (73) 373 2327, biren@nabico.co.ke



each 3

7.11 **PHOTOCELL SWITCHES**

- 7.11.1 Photo electric switch including wiring and termination in distribution board.
Installed inside an empty bulk head light fitting and conduit to link set of photo switches with the relevant DB.

TRONIC Sensor Model: PH 1504-BK



each 1

7.12 **IP66 WEATHERPROOF SWITCH**

No entry will be allowed in top of switches, all entries must be from the bottom

- 7.12.1 IP66 10AMP 1-GANG/1-WAY/SINGLE POLE
IP66 Surface mounted Waterproof 1-gang, 1-way, Single pole MK Masterseal type K56400GRY OR K56400WHI with waterproof box and waterproof entry in the bottom of the box
- 7.12.2 IP66 10AMP 2-GANG/1-WAY/SINGLE POLE
IP66 Surface mounted Waterproof 2-gang, 1-way, Single pole MK Masterseal type K56402GRY OR K56402WHI with waterproof box and waterproof entry in the bottom of the box
- 7.12.3 IP66 10AMP 1-GANG/2-WAY/SINGLE POLE
IP66 Surface mounted Waterproof 1-gang, 2-way, Single pole MK Masterseal type K56401GRY OR K56401WHI with waterproof box and waterproof entry in the bottom of the box



each 20
each 1
each 16

7.12.4 **VERTICAL STAINLESS STEEL CONDUIT**

Description: 3m long Stainless steel 20mm Ø pipe with Stainless Steel wall brackets every 800mm apart.
The conduit must be 50mm away from the insulated panels

- 7.12.5 **VERTICAL STAINLESS STEEL CONDUIT BRACKETS**
Description: Stainless Steel conduit bracket to fix/hold S/S conduits 50mm away from insulated panel wall.
This is for hygienic and cleaning considerations. See detail drawing for details
- 7.12.6 PVC end cap, A PVC end cap must be installed on each end off the conduit



3m length 37
each 111
each 74

7.13 **LIGHT SWITCH WIRING**

- 7.13.1 1,5mm² x 3-CORE round general purpose cable for power points (FROM 5-AMP SOCKET POINT TO LIGHT)

m 615

7,14 APPLIANCES - LUMINAIRES

Supply and install the following luminaires complete with control gear and lamps. All luminaires must bear the mark of approval for the application and safety

All luminaires to be supplied with 3m cord and 5 Amp plug. 5 Amp socket to be mounted on wiring channel above the ceiling



No alternative luminaires will be considered during the tendering process. The successful tendered will however be given an opportunity to submit similar alternative luminaires to the Engineer for evaluation and consideration.

7,14,1 VAPOUR PROOF LED BATTENS

7,14,1,1 TYPE A

TYPE: Surface mounted IP66 5Ft Vapour/Corrosion proof LED type Batten with frosted acrylic diffuser. Suitable for -30 to 45°C

BODY: IP66 High temperatur UV stabilised ABS grey body, UV stabilised high purity polycarbonate, heat resistant silicone injection gasket, 304 stainless steel clips & 3m 3-Core cordset with 3-pin Stucchi AAG adaptor

LED STRIPS: Vossloh-Schwabe SMD strip, 64Watt, 121lumen/Watt, 7744 Lumens output, L80 B10 at 50 000hours, -30 to +45°C, 4000K, CRI 80, 3 Step Macadams.

DRIVER: Vossloh-Schwabe or similar Electronic control gear, LED driven at 500mA, Power Factor (PF): 0.97 short circuit protection, Overload protection, No-load protection, Surge protection.

SURGE PROTECTION: 2kA surge protection provided

POWER LEAD: 3m long 3-core cordset with 3-Pin IP65 Stucchi AAG Adaptor.

SUPPLIER: BERGSTROM 64W CAPELLA GEN2 with 5 Year Warranty (Graham van den Berg +27 82 831 3248 graham@bergstrom.co.za)

Type A spare stock



each 87
each 5

7,14,1,2 TYPE B

TYPE: Surface mounted IP66 4Ft Vapour/Corrosion proof LED type Batten with frosted acrylic diffuser. Suitable for -30 to 45°C

BODY: IP66 High temperatur UV stabilised ABS grey body, UV stabilised high purity polycarbonate, heat resistant silicone injection gasket, 304 stainless steel clips & 3m 3-Core cordset with 3-pin Stucchi AAG adaptor

LED STRIPS: Vossloh-Schwabe SMD strip, 36Watt, 131lumen/Watt, 4716 Lumens output, L80 B10 at 50 000hours, -30 to +45°C, 4000K, CRI 80, 3 Step Macadams.

DRIVER: Vossloh-Schwabe or similar Electronic control gear, LED driven at 350mA, Power Factor (PF): 0.97 short circuit protection, Overload protection, No-load protection, Surge protection.

SURGE PROTECTION: 2kA surge protection provided

POWER LEAD: 3m long 3-core cordset with 3-Pin IP65 Stucchi AAG Adaptor.

SUPPLIER: BERGSTROM 36W CAPELLA GEN2 with 5 Year Warranty (Graham van den Berg +27 82 831 3248 graham@bergstrom.co.za)

Type B spare stock



each 33
each 5

7,14,1,3 TYPE C

TYPE: Surface mounted IP66 2Ft Vapour/Corrosion proof LED type Batten with frosted acrylic diffuser. Suitable for -30 to 45°C

BODY: IP66 High temperatur UV stabilised ABS grey body, UV stabilised high purity polycarbonate, heat resistant silicone injection gasket, 304 stainless steel clips & 3m 3-Core cordset with 3-pin Stucchi AAG adaptor

LED STRIPS: Vossloh-Schwabe SMD strip, 18Watt, 131lumen/Watt, 2358 Lumens output, L80 B10 at 50 000hours, -30 to +45°C, 4000K, CRI 80, 3 Step Macadams.

DRIVER: Vossloh-Schwabe or similar Electronic control gear, LED driven at 350mA, Power Factor (PF): 0.97 short circuit protection, Overload protection, No-load protection, Surge protection.

SURGE PROTECTION: 2kA surge protection provided

POWER LEAD: 3m long 3-core cordset with 3-Pin IP65 Stucchi AAG Adaptor.

SUPPLIER: BERGSTROM 18W CAPELLA GEN2 with 5 Year Warranty (Graham van den Berg +27 82 831 3248 graham@bergstrom.co.za)

Type C spare stock



each 36
each 5

7,14,2 BULKHEADS

7,14,2,1 TYPE A

TYPE: Surface mount IP65 Cathic Bulkhead With Wide Street Optic, die-cast aluminium LM2

TECHNICAL: 70Watt Epistar LED chip on board; 7328lumen output; 90°beam angle

TECHNICAL: SDCM Standard Deviation Colour Matching/ MacAdam's Ellipses Factor: 3,

Lifetime: LED Ta= 65°C L80B50 50 000 hours

LUMINAIRE: Luminaire Efficacy: 105lm/watt; 4000K (Cool White) Colour Rendering Index of >70, Glare UGR: , IP65,

CONTROL GEAR: Epistar Constant current L80B50 @ 65°C, External,

Flicker free Flicker coefficient d=4%, Non-dimmable electronic driver;

Power Factor e=0,9/230Volt, Driven at mA, Warranty > 50 000 hours 5 year;





4kV Surge protection as IEC61000-4-5;







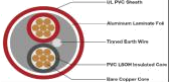
SUPPLIER: BERGSTROM code: Cathic LED Bulkhead 70W (Graham van den Berg 082 831 3248)

Type A spare stock



each 18
each 2

7,14,3	EMERGENCY ESCAPE ROUTE LIGHTING						
7,14,3.1	TYPE 1 - CEILING MOUNTABLE ESCAPE ROUTE LIGHT						
	<p>MATERIALS: White, grey or black polycarbonate body MOUNTING: Surface POWER SUPPLY: Self contained – 220 - 240VAC/50 - 60Hz LIGHT SOURCE: 3Watt LED with "O" – open area optic CHARGING: maximum 24hours AUTONOMY: 1 hour BATTERIES: Ni-Cd 3,6V batteries IP & IK RATING: IP65, IK8 AMBIENT TEMP: Self-contained: ta: 0°C ± 40°C (ta: -25°C ± 40°C – together with heater for low temperatures) OPTIONS: *SE* – non maintained- *AT* – autotest INFORMATION:</p> <ul style="list-style-type: none"> • LED indicator signalizes mains power supply and battery charge • Deep discharge protection • Optional adaptation of the fixture for low temperatures up to -25°C with HTR 25 • III class of insulation of FZLV and FZLV II version 						
	<p>MANUFACTURER: AWEX Poland TYPE: AXN CODE: AXNO-3W-EC-1-SE-AT-WH SUPPLIER: Kenya LOCAL SUPPLIER: NABICO Enterprises, Nairobi, +254 79773 5154, sales@nabico.co.ke</p>					each	16
	Type 1 spare stock					each	3
7,14,3.2	TYPE 2 - WALL MOUNTABLE EXIT SIGN						
	<p>MATERIALS: White polycarbonate body with opal polycarbonate cover MOUNTING: Surface POWER SUPPLY: Self contained – 220 - 240VAC/50 - 60Hz LIGHT SOURCE: 2Watt LED CHARGING: maximum 24hours AUTONOMY: 1 hour BATTERIES: Ni-Cd 3,6V batteries IP & IK RATING: IP65, IK8 AMBIENT TEMP: Self-contained: ta: 0°C ± 40°C (ta: -25°C ± 40°C – together with heater for low temperatures) OPTIONS: *SE* – non maintained- *AT* – autotest INFORMATION:</p> <ul style="list-style-type: none"> • LED indicator signalizes mains power supply and battery charge • Deep discharge protection • Optional adaptation of the fixture for low temperatures up to -25°C with HTR 25 • III class of insulation of FZLV and FZLV II version 						
	<p>MANUFACTURER: AWEX Poland TYPE: HELIOS LED CODE: HL-2W-EC-1-SE-AT-OP with running man/arrow pictogram SUPPLIER: Kenya LOCAL SUPPLIER: NABICO Enterprises, Nairobi, +254 79773 5154, sales@nabico.co.ke</p>					each	1
	Type 2 spare stock					each	1
7,14,3.3	TYPE 3 - ANTI-PANIC & BULKHEAD (WALL OR CEILING MOUNTABLE)						
	<p>MATERIALS: White polycarbonate body with transparent polycarbonate cover MOUNTING: Surface POWER SUPPLY: Self contained – 220 - 240VAC/50 - 60Hz LIGHT SOURCE: 3x 1Watt LED CHARGING: maximum 24hours AUTONOMY: 1 hour BATTERIES: Ni-Cd 3,6V batteries IP & IK RATING: IP65, IK8 AMBIENT TEMP: Self-contained: ta: 0°C ± 40°C (ta: -25°C ± 40°C – together with heater for low temperatures) OPTIONS: *SE* – non maintained- *AT* – autotest INFORMATION:</p> <ul style="list-style-type: none"> • LED indicator signalizes mains power supply and battery charge • Deep discharge protection • Optional adaptation of the fixture for low temperatures up to -25°C with HTR 25 • III class of insulation of FZLV and FZLV II version 						
	<p>MANUFACTURER: AWEX Poland TYPE: HELIOS LED CODE: HWD-3W-EC-1-SE-AT-TR SUPPLIER: Kenya LOCAL SUPPLIER: NABICO Enterprises, Nairobi, +254 79773 5154, sales@nabico.co.ke</p>					each	28
	Type 3 spare stock					each	3
7,14,3.4	TYPE 4 - PENDANT CEILING MOUNTABLE EXIT SIGN						
	<p>MATERIALS: White polycarbonate body with opal polycarbonate cover MOUNTING: Surface POWER SUPPLY: Self contained – 220 - 240VAC/50 - 60Hz LIGHT SOURCE: 2Watt LED CHARGING: maximum 24hours AUTONOMY: 1 hour BATTERIES: Ni-Cd 3,6V batteries IP & IK RATING: IP65, IK8 AMBIENT TEMP: Self-contained: ta: 0°C ± 40°C (ta: -25°C ± 40°C – together with heater for low temperatures) OPTIONS: *SE* – non maintained- *AT* – autotest INFORMATION:</p> <ul style="list-style-type: none"> • LED indicator signalizes mains power supply and battery charge • Deep discharge protection • Optional adaptation of the fixture for low temperatures up to -25°C with HTR 25 • III class of insulation of FZLV and FZLV II version 						
	<p>MANUFACTURER: AWEX Poland TYPE: HELIOS DS LED CODE: HDL-2W-EC-1-SA-AT-OP with running man/arrow pictogram SUPPLIER: Kenya LOCAL SUPPLIER: NABICO Enterprises, Nairobi, +254 79773 5154, sales@nabico.co.ke</p>					each	16
	Type 4 spare stock					each	5
TOTAL BILL 7 CARRIED FORWARD TO SUMMARY PAGE							

ITEM	DESCRIPTION	MORE DETAIL or IMAGE	UNIT	QTY	SUPPLY RATE	INSTALL RATE	AMOUNT
	BILL 8						
	SMOKE DETECTION						
8.1	FIRE PANEL						
8.1.1	ZP2-F2-S - 4 loop Fire Alarm panel		each	2			
							
8.2	SMOKE & THERMAL DETECTORS						
8.2.1	ADRESSABLE ANALOGUE OPTICAL SMOKE SENSOR						
	Ziton ZP730-2P complete with Ziton ZP7-SB1 Analogue sensor base for surface mounting EN54 P17 and CPD certified Designed for early response to slow burning, smoldering fires, the ZP730-2P is a POLAR WHITE, addressable smoke detector developed to provide reliable sensing for most fire alarm applications. The detector's proven stability in air movement associated with air conditioning systems has made it a popular selection for modern building interiors. Analogue sensing - reduces false and unwanted alarms Addressable - system knows the status and location of every sensor Alarm verification, self test, auto contamination adjustment		each	10			
8.2.2	ADRESSABLE ANALOGUE THERMAL DETECTOR - ZP720-3P						
	Ziton ZP720-3P complete with Ziton ZP7-SB1 Analogue sensor base for surface mounting. EN54 Part 5 approved and CPD certified The ZP720-3P addressable thermal detector is a POLAR WHITE, thermistor controlled device that responds to changes in its ambient temperature. The device provides a reliable response to fires in areas where environmental conditions may prohibit the use of smoke detectors Analogue sensing - reduces false and unwanted alarms Addressable - system knows the status and location of every sensor Alarm verification, self test, auto contamination adjustment		each	10			
8.2.3	SOUNDER ONLY WITH BASE AND CAP - ZP755BV-4 & ZP755-COV-P						
	The ZP755BV-4P is a POLAR WHITE, addressable loop powered base sounder with visual indicator for use on ZP fire alarm systems. The ZP755BV combines a detector base, audible sounder and high intensity visual indicator in a single stylish moulding. It offers both audible and visual warnings from a single, addressable, loop wired unit The device plugs into a ZP755BV-4 Base that is measured separately, a CAP ZP755-COV-P must be placed at the bottom if used as a sounder only. The CAP can be replaced with a detector if required. EN54:3 approved and CPR certified Detector, sounder and visual indicator from a single wiring point, minimising installation costs Plug in base - no direct wiring to the notification device Wide range of international sound types and frequencies Powered directly from the fire panel loop Up to 35 units directly on the loop		each	10			
8.2.4	BASE FOR Z700 SERIES DETECTORS & VISUAL INDICATORS WITH EXTERNAL SUPPLY - ZP7-SBB-P						
	The ZP7-SBB-P is a POLAR WHITE, surface mount ZP7 series visual indicator base compatible with the Z700 series detectors. It supports the ZP755V-P addressable visual indicator when used with an external power supply. Automatic locking is provided for use with a device enabled for head locking. Bases are manufactured in moulded ABS and are also available in grey, red and white. First fix facility Ease of installation Large wiring terminals		each	10			
8.3	MANUAL CALL POINTS						
8.3.1	ADDRESSABLE CALL POINT - ZP785-3						
	The ZP785-3 is an addressable call point of stylish design, providing a manual means of initiating a fire alarm on ZP3 analogue addressable systems. Complying with EN 54 Part 11, the ZP785-3 is suitable for installations meeting the recommendations of many local codes. The unit is operated either by pressing a resettable element (EN54 Part 11) or by breaking a frangible glass with finger pressure. Glass elements have clear vinyl coatings on the front surface to prevent operator injury and to inhibit the release of loose fragments as the glass is broken. Both operating elements are easily interchangeable Complies with EN54 Part11 Resettable or frangible operating elements Single maintenance tool Plug in loop connection		each	30			
8.4	FIRE ALARM CABLE						
8.4.1	Single pair, twisted cable with screen and special silicon rubber mix insulation. It features stranded copper wire conductors and the collective screen consist of aluminium/polyester tape, metallic side down and in contact with a stranded bare copper drain wire 1.5mm² min cross sectional area PH120 2-core solid 1.5mm² EN50200 red Complies with: IEC 60331-21 / IEC 60332-3 / BS6387:1994 Clause 11CWZ / BS EN50200:2006 PH30, PH60 & PH120		m	2800			

Amount of tender in words in Kenya Shillings-----

Forms of Bid Security

Form of Bid Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the Employer]

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

Date: *[Insert date of issue]*

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

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

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

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

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

- (a) has withdrawn its Bid during the period of Bid validity specified by the Applicant in the Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or

- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of Bid validity, (i) fails to execute the contract agreement or (ii) fails to furnish the performance security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

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

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

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

[signature(s)]

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

Form of Bid Security – Bid Bond

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

BOND NO. _____

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

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

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

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

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

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

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

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

Principal: _____
Corporate Seal (where appropriate)

Surety: _____

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

FORM PER -1

Key Personnel Schedule

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

Key Personnel Qualifications

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

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

Name of Bidder

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

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

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

Declaration

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

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

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

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

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

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Equipment

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

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

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

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

ESHS Management Strategies and Implementation Plans

(ESHS-MSIP)

The Bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITB 11.1 (i) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

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

Code of Conduct: Environmental, Social, Health and Safety

(ESHS)

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

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

Bidder's Qualification

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

Form ELI -1.1: Bidder Information Form

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

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

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

<i>[insert year]</i>	<i>[insert percentage]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification]</p> <p>Name of Employer: <i>[insert full name]</i></p> <p>Address of Employer: <i>[insert street/city/country]</i></p> <p>Matter in dispute: <i>[indicate main issues in dispute]</i></p> <p>Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i></p> <p>Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i></p>	<i>[insert amount]</i>
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Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate, 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					

2. Sources of Finance

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

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

3. Financial documents

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

- (a) reflect the financial situation of the Bidder 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 statements² for the _____ years required above; and complying with the requirements

² If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN - 3.2: Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

Form FIN - 3.3: Financial Resources

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

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

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

i. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

ii. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

iii. "obstructive practice" is:

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

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-

contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;








- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;³ (ii) to be a nominated⁴ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁵ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

³ 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.

⁴ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁵ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

LIST OF DRAWINGS FOR THE ELECTRICAL WORKS

 2103-ABT-ELEC-001-0 Abattoir power layo	 2103-SITE-ELEC-001-0 Site reticulation overview.pdf
 2103-ABT-ELEC-002-0 Abattoir Lighting lay	 2103-ABT-ELEC-003-0 Abattoir Escape Lighting layout.pdf
 2103-SLD-DB-001-0 Kiosk 1.pdf	 2103-SLD-DB-002-0 MDB Main Distribution Board.pdf
 2103-SLD-DB-003-0 DB-LAB Labouratory.pdf	

PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

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

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

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

Table of Clauses

<u>A. General</u>	28
1. <u>Definitions</u>	28
2. <u>Interpretation</u>	30
3. <u>Language and Law</u>	31
4. <u>Project Manager’s Decisions</u>	31
5. <u>Delegation</u>	31
6. <u>Communications</u>	32
7. <u>Subcontracting</u>	Error! Bookmark not defined.
8. <u>Other Contractors</u>	Error! Bookmark not defined.
9. <u>Personnel and Equipment</u>	Error! Bookmark not defined.
10. <u>Employer’s and Contractor’s Risks</u>	Error! Bookmark not defined.
11. <u>Employer’s Risks</u>	33
12. <u>Contractor’s Risks</u>	34
13. <u>Insurance</u>	34
14. <u>Site Data</u>	35
15. <u>Contractor to Construct the Works</u>	35
16. <u>The Works to Be Completed by the Intended Completion Date</u>	35
17. <u>Approval by the Project Manager</u>	35
18. <u>Safety and Protection of the Environment</u>	35
19. <u>Discoveries</u>	35
20. <u>Possession of the Site</u>	36
21. <u>Access to the Site</u>	36
22. <u>Instructions, Inspections and Audits</u>	36
23. <u>Appointment of the Adjudicator</u>	36
24. <u>Procedure for Disputes</u>	37
25. <u>Fraud and Corruption</u>	37
<u>B. Time Control</u>	37
26. <u>Program</u>	37
27. <u>Extension of the Intended Completion Date</u>	38
28. <u>Acceleration</u>	38
29. <u>Delays Ordered by the Project Manager</u>	39
30. <u>Management Meetings</u>	39
31. <u>Early Warning</u>	39
<u>C. Quality Control</u>	39
32. <u>Identifying Defects</u>	39
33. <u>Tests</u>	40
34. <u>Correction of Defects</u>	40

35. <u>Uncorrected Defects</u>	40
D. <u>Cost Control</u>.....	40
36. <u>Contract Price</u>	40
37. <u>Changes in the Contract Price</u>	40
38. <u>Variations</u>	41
39. <u>Cash Flow Forecasts</u>	42
40. <u>Payment Certificates</u>	42
41. <u>Payments</u>	42
42. <u>Compensation Events</u>	43
43. <u>Tax</u>	44
44. <u>Currencies</u>	44
45. <u>Price Adjustment</u>	Error! Bookmark not defined.
46. <u>Retention</u>	Error! Bookmark not defined.
47. <u>Liquidated Damages</u>	Error! Bookmark not defined.
48. <u>Bonus</u>	Error! Bookmark not defined.
49. <u>Advance Payment</u>	Error! Bookmark not defined.
50. <u>Securities</u>	Error! Bookmark not defined.
51. <u>Dayworks</u>	Error! Bookmark not defined.
52. <u>Cost of Repairs</u>	Error! Bookmark not defined.
E. <u>Finishing the Contract</u>.....	Error! Bookmark not defined.
53. <u>Completion</u>	45
54. <u>Taking Over</u>	45
55. <u>Final Account</u>	45
56. <u>Operating and Maintenance Manuals</u>	Error! Bookmark not defined.
57. <u>Termination</u>	46
58. <u>Payment upon Termination</u>	47
59. <u>Property</u>	47
60. <u>Release from Performance</u>	47
61. <u>Suspension of Bank Loan or Credit</u>	47

KINDLY TO BE EDITED

General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

(a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

(b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.

(c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.

(d) Bank means the financing institution **named in the PCC**.

(e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

(f) Compensation Events are those defined in GCC Clause 42 hereunder.

(a) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.

(b) 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.

(c) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.

(d) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

(a) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.

(b) Days are calendar days; months are calendar months.

(c) 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.
- (d) A Defect is any part of the Works not completed in accordance with the Contract.
 - (e) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
 - (f) The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
 - (g) 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.
 - (h) The Employer is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
 - (i) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
 - (j) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
 - (k) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
 - (l) 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.
 - (m) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
 - (n) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
 - (o) 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.

- (p) PCC means Particular Conditions of Contract.
- (q) The Site is the area **defined as such in the PCC**.
- (r) 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.
- (s) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (t) 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.
- (u) 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.
- (v) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (w) A Variation is an instruction given by the Project Manager which varies the Works.
- (x) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.

2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid,
 - (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract, including Appendices,
 - (f) Specifications,
 - (g) Drawings,
 - (h) Bill of Quantities,¹ and
 - (i) any other document **listed in the PCC** as forming part of the Contract.
- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's Country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 4. Project Manager's Decisions**
- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation**
- 5.1 Otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
-

- 6. Communications** 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Other Contractors** 7.1 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. Personnel and Equipment** 8.1 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.
- 8.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 8.3 If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.
- 9. Employer's and Contractor's Risks** 9.1 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.
- 10. Employer's Risks** 10.1 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.

10.2 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.

11. Employer's Risks

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

- (c) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (iii) 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
 - (iv) 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.
- (d) 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

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

12. Contractor's Risks

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

13. Insurance

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

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

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

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

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

- 13.5 Both parties shall comply with any conditions of the insurance policies.
- 14. Site Data**
- 14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.
- 15. Contractor to Construct the Works**
- 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- 16. The Works to Be Completed by the Intended Completion Date**
- 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 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. Safety and Protection of the Environment**
- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 18.2 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
- 19. Discoveries**
- 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

- 20. Possession of the Site**
- 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 21. Access to the Site**
- 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 22. Instructions, Inspections and Audits**
- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 22.3 Pursuant to paragraph 2.2 e. of Appendix B to the General Conditions, the Contractor shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).]
- 23. Appointment of the Adjudicator**
- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new

Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the PCC**.

25. Fraud and Corruption

- 25.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the GCC.
- 25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. Time Control

26. Program

- 26.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods,

arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

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

27. Extension of the Intended Completion Date

- 27.1 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.
- 27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Acceleration

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

Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

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

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

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

**30. Management
Meetings**

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

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

31. Early Warning

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

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

C. Quality Control

**32. Identifying
Defects**

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

Defect and to uncover and test any work that the Project Manager considers may have a Defect.

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

D. Cost Control

- 36. Contract Price²** 36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 37. Changes in the Contract Price³** 37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is

² In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:

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

³ In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:

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

exceeded by more than 15 percent, except with the prior approval of the Employer.

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

38. Variations

38.1 All Variations shall be included in updated Programs⁴ produced by the Contractor.

38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

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

38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.⁵

⁴ In lump sum contracts, add "and Activity Schedules" after "Programs."

- 39. Cash Flow Forecasts**
- 39.1 When the Program,⁶ is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 40. Payment Certificates**
- 40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 40.3 The value of work executed shall be determined by the Project Manager.
- 40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.⁷
- 40.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 41. Payments**
- 41.1 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.
- 41.2 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.

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

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

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

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

**42. Compensation
Events**

42.1 The following shall be Compensation Events:

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

(k) The Project Manager unreasonably delays issuing a Certificate of Completion.

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

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

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

43. Tax

43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

44. Currencies

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

45. Retention

45.1 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

45.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.

The Contractor may substitute retention money with an “on demand” Bank guarantee.

- 46. Securities** 46.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.
- 47. Cost of Repairs** 47.1 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

- 48. Completion** 48.1 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.
- 49 Taking Over** 49.1 The Employer shall take over the Site and the Works within seven days of the Project Manager’s issuing a certificate of Completion.
- 50 Final Account** 50.1 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.

51 Termination

- 51.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 51.2 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.
- 51.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 51.4 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.
- 51.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed

under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

52 Payment upon Termination

52.1 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.

52.2 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.

53 Property

53.1 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.

54 Release from Performance

54.1 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.

55 Suspension of Bank Loan or Credit

55.1 In the event that the Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:

- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
- (b) If the Contractor has not received sums due to it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.

APPENDIX A

TO GENERAL CONDITIONS

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

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

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

APPENDIX B

Environmental, Social, Health and Safety (ESHS)

Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the Employer's environmental, social, health and safety policies and/or the ESHS requirements of the project. The metrics that are required should be determined by the ESHS risks of the Works and not necessarily by the scale of the Works]

Metrics for regular reporting:

a. environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;

health and safety incidents, accidents, injuries and all fatalities that require treatment;

interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);

status of all permits and agreements:

i. work permits: number required, number received, actions taken for those not received;

ii. status of permits and consents:

iii. list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);

list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);

identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);

for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).

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);

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.

HIV/AIDS: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);

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);

training:

- i. number of new workers, number receiving induction training, dates of induction training;
- ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
- iii. number and dates of HIV/AIDS sensitization and/or training, no. workers receiving training (this reporting period and in the past); same questions for gender sensitization, flag person training.
- iv. number and date of GBV /SEA sensitization and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.

environmental and social supervision:

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;

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

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.

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

- i. Worker grievances;
- Community grievances

Traffic and vehicles/equipment:

- i. traffic accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
- ii. accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
- iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).

Environmental mitigations and issues (what has been done):

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

- vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
- vii. details of tree plantings and other mitigations required undertaken in the reporting period;
- viii. details of water and swamp protection mitigations required undertaken in the reporting period.

compliance:

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

Section IX - Particular Conditions of Contract

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: WORLD BANK
GCC 1.1 (r)	The Employer is COUNTY GOVERNMENT OF ISIOLO, DEPARTMENT OF AGRICULTURE, KENYA CLIMATE SMART AGRICULTURE PROJECT (KCSAP)
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be <i>SPECIFIED IN THE CONTRACT AGREEMENT</i>
GCC 1.1 (y)	The Project Manager is <i>COUNTY CHIEF OFFICER OF AGRICULTURE PO BOX 6-60300 ISIOLO REPRESENTATIVE: COUNTY PROJECT COORDINATOR, KENYA CLIMATE SMART AGRICULTURE PROJECT</i>
GCC 1.1 (aa)	The Site is located at <i>KILIMANI LOCATION IN BURAT WARD, ISIOLO- SUB COUNTY</i> and is defined in drawings No.
GCC 1.1 (dd)	<i>The Start Date shall be STATED IN THE CONTRACT AGREEMENT</i>
GCC 1.1 (hh)	The Works consist of <i>INSTALLATION OF ELECTRICAL WORKS AT ISIOLO ABATTOIR IN BURAT WARD- ISIOLO SUB COUNTY</i>
GCC 1.1 (ii)	The following is added as GCC 1.1. (ii) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.
GCC 2.2	Sectional Completions are: <i>[insert nature and dates, if appropriate]</i>
GCC 2.3(i)	The following documents also form part of the Contract: <i>[list the following and any other relevant documents]</i> (i) the ESHS Management Strategies and Implementation Plans; and (ii) Code of Conduct (ESHS).

Section IX – Particular Conditions of Contract

GCC 3.1	<p>The language of the contract is <i>ENGLISH</i></p> <p>The law that applies to the Contract is the law of <i>KENYA</i></p>
GCC 5.1	<p>The Project manager <i>may</i> delegate any of his duties and responsibilities.</p>
GCC 8.1	<p>Schedule of other contractors :<i>NOT APPROPRIATE</i></p>
GCC 9.1	<p>Key Personnel GCC 9.1 is replaced with the following:</p> <p>9.1 Key Personnel are the Contractor’s personnel named in this GCC 9.1 of the Particular Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. [insert the name/s of each Key Personnel agreed by the Employer prior to Contract signature.]</p>
GCC 9.2	<p>Code of Conduct (ESHS)</p> <p>The following is inserted at the end of GCC 9.2:</p> <p>“The reasons to remove a person include behavior which breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender based violence (GBV), sexual exploitation or abuse, illicit activity or crime).”</p>
GCC 46.1	<p>The proportion of payments retained is: 5%</p>
GCC 47.1	<p>The liquidated damages for the whole of the Works are 0.05 percent [insert percentage of the final Contract Price] per day. The maximum amount of liquidated damages for the whole of the Works is 5 percent of the final Contract Price.</p>
GCC 50.1	<p>An Environmental, Social, Safety and Health (ESHS) Performance Security <i>‘shall not’</i> be provided to the Employer.</p> <p>[If an ESHS Security is required, replace GCC 50.1 with the following otherwise delete.]</p> <p>“GCC 50.1 is replaced with the following</p> <p>The Performance Security and an Environmental, Social, Safety and Health (ESHS) 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 (for GCC 50.1).</p>

Section IX – Particular Conditions of Contract

	<p>The Performance Security shall be issued 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 ESHS Performance Security shall be issued by a bank acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security and, if applicable, the ESHS Performance Security, shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.”</p>
GCC 50.1	<p>The Performance Security amount is <i>10 % OF THE CONTRACT AMOUNT denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Employer]</i></p> <p>(a) Performance Security – Bank Guarantee: in the amount(s) of <i>10%</i> percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</p> <p><i>(The Bank Guarantee shall be unconditional (on demand) (see Section X, Contract Forms).</i></p>
<p>E. Finishing the Contract</p>	
GCC 56.1	<p>The date by which operating and maintenance manuals are required is..</p> <p>The date by which “as built” drawings are required is <i>[insert date]</i>.</p>
GCC 56.2	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>[insert amount in local currency]</i>.</p>
GCC 57.2 (g)	<p>The maximum number of days is: <i>45 consistent with Clause 47.1 on liquidated damages.</i></p>
GCC 58.1	<p>The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <i>10 percentage.</i></p>

Section X - Contract Forms

Table of Forms

<u>Notification of Intention to Award</u>	59
<u>Beneficial Ownership Disclosure Form</u>	63
<u>Letter of Acceptance</u>	65
<u>Contract Agreement</u>	67
<u>Performance Security - Bank Guarantee</u>	69
<u>Performance Security - Performance Bond</u>	71
<u>Environmental, Social, Health and Safety (ESHS) Performance Security</u>	Error! Bookmark not defined.
<u>Advance Payment Security</u>	Error! Bookmark not defined.

Notification of Intention to Award

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

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

For the attention of Bidder's Authorized Representative

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

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

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

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

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

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

Notification of Intention to Award

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

Project: *[insert name of project]*

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

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

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

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

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

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

1. The successful Bidder

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

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

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

3. Reason/s why your Bid was unsuccessful

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

4. How to request a debriefing

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

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

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

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

Title/position: [insert title/position]

Agency: [insert name of Employer]

Email address: [insert email address]

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

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

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

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

5. How to make a complaint

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

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

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

Title/position: [insert title/position]

Agency: [insert name of Employer]

Email address: [insert email address]

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

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

Further information:

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

In summary, there are four essential requirements:

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

6. Standstill Period

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

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

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

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

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

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

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

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

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

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

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

To: *[insert complete name of Employer]*

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

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

Details of beneficial ownership

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

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

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

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

OR

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

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

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

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

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

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

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

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

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

Letter of Acceptance

[on letterhead paper of the Employer]

..... [date].

To: [name and address of the Contractor]

Subject: [Notification of Award Contract No].

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

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

[Choose one of the following statements:]

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

[or]

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contact Agreement

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

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

1. In this Agreement words and expressions shall have the same meanings as are respectively
assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this
Agreement. This Agreement shall prevail over all other Contract documents.

- (a) the Letter of Acceptance
- (a) the Letter of Bid
- (b) the addenda Nos _____(if any)
- (c) the Particular Conditions
- (d) the General Conditions of Contract, including appendix;
- (e) the Specification
- (f) the Drawings
- (g) Bill of Quantities; ¹⁶ and
- (h) any other document **listed in the PCC** as forming part of the Contract;

3. In consideration of the payments to be made by the Employer to the Contractor as
specified in this Agreement, the Contractor hereby covenants with the Employer to execute the
Works and to remedy defects therein in conformity in all respects with the provisions of the
Contract.

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

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

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

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

In the presence of:

Signed by:
for and on behalf of the Employer

Signed by:
for and on behalf the Contractor

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

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

Performance Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *_ [Insert date of issue]*

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

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

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

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

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

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

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

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

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

[signature(s)]

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

Performance Security - Performance Bond

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

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

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

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

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

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

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

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

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

