



# **BIDDING DOCUMENTS**

**for**

**Procurement of:**

***CONSTRUCTION OF INFRASTRUCTURE WORKS IN  
SELECTED INFORMAL SETTLEMENTS IN NYERI  
COUNTY***

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**RFB No: *KE-NYERI COUNTY-399212-CW-RFB***

**PROJECT: *SECOND KENYA INFORMAL SETTLEMENTS  
IMPROVEMENTS PROJECT***

**EMPLOYER: *COUNTY GOVERNMENT OF NYERI***

**LOAN NO: *P167814***

**COUNTRY: *KENYA***

**ISSUED ON: *1<sup>ST</sup> FEBRUARY, 2024***

# **Standard Procurement Document**

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## **PART 1 – Bidding Procedures**



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# Section I - Instructions to Bidders

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## Section I - Instructions to Bidders

### General

#### 1. Scope of Bid

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

Throughout this bidding document:

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

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

**“Sexual Abuse”** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
- (f) **“Sexual Harassment”** **“(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel;

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

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

**2. Source of Funds** 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.

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** 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.

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

**4. Eligible Bidders** 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.

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:

directly or indirectly controls, is controlled by or is under common control with another Bidder; or

receives or has received any direct or indirect subsidy from another Bidder; or

has the same legal representative as another Bidder; or

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

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

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;

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;

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.

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.

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.

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.

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.

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.

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.

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

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

(a) relates to fraud or corruption, and

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

**5. Eligible Materials, Equipment and Services**

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

### **Contents of Bidding Document**

**6. Sections of Bidding Document**

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

#### **PART 1 Bidding Procedures**

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

- Section V - Eligible Countries
- Section VI - Fraud and Corruption

**PART 2 Works' Requirements**

- Section VII - Works' Requirements

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

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

The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of this bidding document.

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.

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

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

A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS** or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.

The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and

entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

If so specified **in the BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

The Bidder is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting.

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

**8. Amendment of Bidding Document**

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

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.

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.

### **Preparation of Bids**

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

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.

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**

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**

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

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.

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.

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**

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.

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.

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.

The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 12.1.

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.

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.

All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates and prices<sup>1</sup> and the total Bid price submitted by the Bidder.

**15. Currencies of Bid and Payment** The currency(ies) of the Bid and the currency(ies) of payments shall be the same and shall be as specified **in the BDS**.

Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable<sup>2</sup>, in

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

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

which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

**16. Documents  
Comprising the  
Technical  
Proposal**

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

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

To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

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.

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**

Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Employer in accordance with ITB 8. A Bid that is not valid until the date specified **in the BDS**, or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.

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

If the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows:

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

## 19. Bid Security

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**.

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

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

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

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

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.

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

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

The Bid Security may be forfeited:

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

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.

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

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

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

**20. Format and  
Signing of Bid**

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.

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.

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.

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.

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**

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:

in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and

in an envelope marked “COPIES”, all required copies of the Bid;  
and

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.

The inner and outer envelopes shall:

bear the name and address of the Bidder;

be addressed to the Employer in accordance with ITB 22.1;

bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and

bear a warning not to open before the time and date for Bid opening.

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**

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**.

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**

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**

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.

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

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

## **25. Bid Opening**

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**.

First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

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.

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.

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**.

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

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.

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**

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.

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.

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**

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.

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**

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**

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.

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.

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.

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**

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

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.

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

**31. Correction of  
Arithmetical  
Errors**

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.

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** 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** Unless otherwise specified **in the BDS**, a margin of preference for domestic Bidders<sup>3</sup> shall not apply.
- 34. Subcontractors** 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  
  
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.  
  
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** 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

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

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.

To evaluate a Bid, the Employer shall consider the following:

- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities<sup>4</sup> for admeasurement contracts, but including Daywork<sup>5</sup> items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment for nonconformities in accordance with ITB 30.3; and
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

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.

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.

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

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

- 36. Comparison of Bids** 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** 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.
- 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.
- 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** 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.
- After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:
- accept the Bid; or
  - 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
  - reject the Bid.
- 39. Qualification of the Bidder** 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.
- 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.

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

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**

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**

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**

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**

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**

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**

Prior to the expiration of the Bid validity and upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

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.

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.

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

**46. Debriefing by the Employer**

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.

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

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.

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**

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.

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**

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

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

**49. Adjudicator**

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**

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: CGN/LHPPU/KISIP2/08/23-24</p> <p>The Employer is: <i>County Government of Nyeri-Department of Lands, Housing Physical Planning, Urban Development (LHPP&amp;UD)</i>,</p> <p>The reference number of the Request for Bids (RFB) is: <i>KE-NYERI COUNTY-399212-CW-RFB</i></p> <p>The name of the RFB is: <i>Construction of Infrastructure Works in Selected Informal Settlements in Nyeri County</i></p> <p>The number and identification of lots (contracts) comprising this RFB is: <b>ONE</b></p>
ITB 2.1	<p>The Borrower is: <i>The Government of Kenya</i> and the implementing Agency is the <i>State Department of Housing &amp; Urban Development</i>, and the <i>Ministry of Lands, Public Works, Housing and Urban Development</i> is the <i>Employer</i>.</p> <p>The name of the Project is <i>Second Kenya Informal Settlements Improvements Project (KISIP 2)</i></p>
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: <i>Three</i>
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .
<b>B. Contents of Bidding Document</b>	
ITB 7.1	<p>For <b><u>Clarification of Bid purposes</u></b> only, the Employer's address is: Attention: <i>Chief Officer, Department of Lands, Physical Planning, Urban Development</i></p>

	<p>Name of Office:</p> <p><b>Office: County Government of Nyeri</b>  <b>Address: P.O Box 1112-10100, Nyeri</b>  <b>Tel No: +254-(721/722)-019019/ +254-774-050050</b>  <b>Email: nyericountyhousing@gmail.com</b></p>
<b>ITB 7.1</b>	Requests for clarification should be received by the Employer no later than: <b>14 days before deadline for bid submission.</b>
<b>ITB 7.1</b>	Web page: <a href="http://www.nyeri.go.ke">www.nyeri.go.ke</a> or <a href="http://www.tender.go.ke">www.tender.go.ke</a>
<b>ITB 7.4</b>	<p>A Pre Bid meeting and site visit shall take place at the following date, time and place:</p> <p><b>Date: 14<sup>th</sup> February 2024</b>  <b>Time: 9:00hrs</b>  <b>Place: Nyeri County Headquarters (Town Hall)</b></p>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	<p>The language of the Bid is: <b>English</b></p> <p>All correspondence exchange shall be in <b>English</b> language.</p>
<b>ITB 11.1 (i)</b>	<p>The Bidder shall submit the required documents in its Bid (as detailed in the evaluation criteria).</p> <p><b>Code of Conduct for Contractor’s Personnel (ES)</b></p> <p>The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Sub- Clause 1 (ii) of the General Conditions of Contract), to ensure compliance with the Contractor’s Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p><b>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</b></p>

	<p><i>The Bidder shall submit</i> Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:</p> <ul style="list-style-type: none"> <li>• <i>Sexual Exploitation, and Abuse (SEA) prevention and response action plan</i></li> <li>• <i>Traffic Management Plan to ensure safety of local communities from construction traffic</i></li> </ul>
<b>ITB 13.1</b>	Alternative Bids <i>shall not be</i> considered.
<b>ITB 13.2</b>	Alternative times for completion <i>shall not be</i> permitted.
<b>ITB 13.4</b>	Alternative technical solutions shall be permitted for the following parts of the Works: <b><i>Not Provided</i></b>
<b>ITB 14.5</b>	The prices quoted by the Bidder <i>shall not be</i> subject to adjustment during the performance of the Contract.
<b>ITB 15.1</b>	The price shall be quoted by the Bidder in: <b><i>Kenya Shillings</i></b>
<b>ITB 18.1</b>	The Bid shall be valid until for <b><i>120 days from bid submission date.</i></b>
<b>ITB 18.3 (a)</b>	The Bid price shall be adjusted by the following factor(s): <b><i>Not Applicable</i></b>
<b>ITB 19.1</b>	<p>A Bid Security <i>shall be</i> required.</p> <p>The Bid Security shall be in the form of on-Demand Bank Guarantee in the form and content provided in Section IV-Bidding Forms valid for a period of at least 28 days beyond the Bid Validity Period.</p> <p>Bid security shall be <b>Kenyan Shillings Eight Million Nine Hundred Thousands (KES. 8,900,000)</b></p>
<b>ITB 19.3 (d)</b>	Other types of acceptable securities: <b><i>None</i></b>
<b>ITB 20.1</b>	In addition to the original of the Bid, the number of copies is: <b><i>Original and 2 Soft Copies in a Flash Disk</i></b>
<b>ITB 20.3</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <b><i>Power of Attorney duly witnessed that the nominated person is authorized to sign the bid.</i></b> The Power of Attorney shall be witnessed by a commissioner of oaths.
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	For <b><u>Bid submission purposes</u></b> only, the Employer’s address is:

	<p><b>County Government of Nyeri</b></p> <p><b>Attention: County Secretary</b>  <b>Office: County Government of Nyeri Headquarters (TownHall)</b>  <b>Address: P.O Box 1112-10100, Nyeri</b>  <b>Tel No: +254-(721/722)-019019/ +254-774-050050</b>  <b>Email: nyericountyhousing@gmail.com</b></p> <p>The deadline for Bid submission is:  Date: <b>15<sup>th</sup> March 2024</b></p> <p>Time: <b>11:00 a.m., East African Time (EAT)</b></p> <p>Bidders <b><i>shall not</i></b> have the option of submitting their <b><i>Bids electronically</i></b>.</p>
ITB 25.1	<p>The Bid opening shall take place at:</p> <p>Name of Office: <b>County Government of Nyeri Headquarters (Townhall)</b>  Postal Address: <b>P.O Box 1112-10100, Nyeri</b>  <b>Email: nyericountyhousing@gmail.com</b>  Date: <b>15<sup>th</sup> March, 2024</b>  Time: <b>11: 00 a.m. East African Time (EAT)</b></p>
ITB 25.6	<p>During <b><i>Bid opening</i></b> the Letter of Bid and priced Bill of Quantities shall be initialed by at least <b><i>three (3) representatives of the Employer conducting</i></b>.</p> <p>Each Bid shall be:</p> <p><b><i>i) initialed by the representatives a</i></b>  <b><i>ii) numbered,</i></b>  <b><i>iii) any modification to the unit or total price shall be initialed by the Representative of the Employer, etc.</i></b></p>
<b>E. Evaluation and Comparison of Bids</b>	
ITB 32.1	<p>The currency that shall be used for Bid evaluation and comparison is <b><i>Kenya Shillings</i></b>.</p>
ITB 33.1	<p>A margin of domestic preference <b><i>shall not</i></b> apply.</p>
ITB 34.1	<p>At this time the Employer <b><i>does not intend</i></b> to execute certain specific parts of the Works by subcontractors selected in advance.</p>
ITB 34.2	<p>The parts of the Works for which the Employer permits Bidders to propose Specialized Subcontractors are designated as follows: <b><i>Not Applicable</i></b></p>

<b>ITB 34.3</b>	<p>Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: NA</p> <p>Sub-contractors’ qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.</p>
<b>F. Award of Contract</b>	
<b>ITB 47.1</b>	The successful Bidder <i>shall</i> submit the Beneficial Ownership Disclosure Form and AFD Integrity Clause.
<b>ITB 48.1 and 48.2</b>	The successful Bidder shall be required to submit an Environmental and Social (ES) Performance Security of <b>Kenyan Shillings Eight Million (KES. 8,000,000)</b>
<b>ITB 49</b>	The Adjudicator proposed by the Employer is: <i>[to be agreed by the parties]</i>
<b>ITB 50.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<a href="#">Procurement Regulations for IPF Borrowers</a> (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing to:</p> <p style="text-align: center;"><b>Attention: County Secretary, County Government of Nyeri</b></p> <p style="text-align: center;"><b>Employer: County Government of Nyeri</b> Postal Address: <i>P.O Box 1112-10100, Nyeri</i></p> <p style="text-align: center;"><b>Email: <a href="mailto:nyericountyhousing@gmail.com">nyericountyhousing@gmail.com</a></b></p>



## **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 select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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**Margin of Preference: N/A**

## Evaluation

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

### 2.1 Adequacy of Technical Proposal

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

### 2.2 Multiple Contracts N/A

### 2.3 Alternative Completion Times: N/A

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows:

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

### 2.4 Sustainable procurement: N/A

*[If specific **sustainable procurement technical requirements** have been specified in Section VII- Specification, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Bid prices for comparison purposes on account of Bids that exceed the specified minimum sustainable procurement technical requirements.]*

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### 2.5 Alternative Technical Solutions for specified parts of Works: N/A

The acceptability of alternative technical solutions of parts of the Works, if permitted under ITB 13.4, will be determined as follows:

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.....  
.....

### 2.6 Specialized Subcontractors: N/A

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

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**PRELIMINARY EVALUATION**

The bidder shall provide the following documents:

1. Certificates of statutory registration i.e Certificate of Incorporation
2. Certificate of registration with National Construction Authority – NCA road works Class 3 or better, Water works Class 3 or better and Electrical works class 6 or better.
3. Certificate of CR12 for the last 3 months
4. Valid business permit
5. Valid NCA annual license for the above three classes
6. Valid Tax compliance certificates
7. Audited accounts for the last 5 years duly signed and stamped by an ICPAK registered auditor (*attached valid annual practicing license for the auditor*).
8. Duly filled and signed letter of bid (form of tender)
9. Duly filled and signed forms of Statement of Integrity
10. Duly filled and signed forms of Eligibility, Social and Environmental Responsibility
11. Registration Certificate for Energy and Petroleum Regulatory Authority (EPRA) minimum Class B and above for Electrical and Class T3 for Solar Installation.
12. Copies of Logbooks for ownership of Machines and Equipment. Those hiring must submit certified leasing agreements.
13. Power of Attorney.

## Qualification

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
<b>1. Eligibility</b>							
1.1	<b>Nationality</b>	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	<b>Bank Eligibility</b>	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	<b>State-owned enterprise or institution of the Borrower country</b>	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	<b>United Nations resolution or Borrower’s country law</b>	Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
<b>2. Historical Contract Non-Performance</b>							
2.1	<b>History of Non-</b>	Non-performance of a	Must meet	Must meet	Must meet	N/A	Form CON-2

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
	<b>Performing Contracts</b>	contract <sup>1</sup> did not occur as a result of contractor default since <b>1<sup>st</sup> January 2018.</b>	requirement <sup>1 &amp; 2</sup>	requirements	requirement <sup>2</sup>		
2.2	<b>Suspension Based on Execution of Bid /Proposal Securing Declaration by the Employer</b>	Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 and ITB 19.9	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	<b>Pending Litigation</b>	Bidder’s financial position and prospective long-term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

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

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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		Bidder <sup>3</sup> since 1 <sup>st</sup> January 2018					
2.5	<b>Declaration: Environmental and Social (ES) past performance</b>	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for breach of environmental or social (including Sexual Exploitation and Abuse)) contractual obligations in the past five years. <sup>4</sup>	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON-3 ES Performance Declaration
2.6	<b>Bank’s SEA and/or SH Disqualification</b>	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4
		If the Bidder had been subject to disqualification by the Bank for non-	Must meet requirement (including each	N/A	Must meet requirement (including each subcontractor	N/A	Letter of Bid, Form CON-4

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

<sup>4</sup> The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		compliance with SEA/SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.	subcontractor proposed by the Bidder)		proposed by the Bidder)		
<b>3. Financial Situation and Performance</b>							
3.1	<b>Financial Capabilities</b>	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements	Must meet requirement	Must meet Requirement	N/A	N/A	Form FIN – 3.1, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		estimated as <b>Kenya Shillings Ninety Eight Million (KES. 98,000,000)</b> or the subject contract(s) net of the Bidder's other commitments					
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	
		(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last <b>5 years</b> shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
3.2	<b>Average Annual Construction Turnover</b>	Minimum average annual construction turnover of <b>Kenya Shillings Eight hundred Million (KES. 800,000,000)</b> calculated as total certified payments received for contracts in progress and/or completed within the last <b>5 years</b> , divided by <b>5</b> years	Must meet requirement	Must meet requirement	Must meet <i>twenty five</i> per cent <b>25%</b> of the requirement	Must meet <b>forty</b> per cent <b>40%</b> of the requirement	Form FIN – 3.2  Attach completion certificates
<b>4. Experience</b>							
4.1 (a)	<b>General Construction Experience</b>	Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last <b>10 years</b> , starting <b>1<sup>st</sup> January 2013</b>  (i) 2 contracts, each of minimum value <b>Kenya Shillings Three Hundred Million (KES. 300,000,000);</b>  Or  (ii) 1 contract of minimum value	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP – 4.1  <i>With attachment of completion certificates</i>

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		<b>Kenya Shillings Six hundred Million (KES. 600,000,000)</b>					
4.2 (a)	<b>Specific Construction &amp; Contract Management Experience</b>	(i) A minimum number of 3 similar contracts specified below that have been satisfactorily and substantially <sup>5</sup> completed as a prime contractor, joint venture member <sup>6</sup> , management contractor or sub-contractor <sup>6</sup> between 1st January 2015 and bid submission deadline:  (i) civil work (tarmac) of minimum <b>two hundred million (Ksh 200,000,000)</b>	Must meet requirement	Must meet requirement <sup>7</sup>	N/A	N/A	Form EXP 4.2(a)  <i>With attachment of completion certificates</i>

<sup>5</sup> Substantial completion shall be based on 80% or more works completed under the contract.

<sup>6</sup> For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder’s share, by value, shall be considered to meet this requirement.

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

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		(ii) water and sewerage work minimum <b>Two hundred million (ksh 200,000,000)</b> (iii) lighting flood mast <b>fifteen million (Ksh 15,000,000)</b> The similarity of the contracts shall be based on physical size, complexity, methods/technology or other characteristics as described in Section IV, Bidding Forms.					
4.2 (b)		For contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January <b>2015</b> and Application submission deadline, experience in managing ES risks and impacts in the following aspects: <input checked="" type="checkbox"/> ESHS resources and facilities and ESHS	Must meet requirements	Must meet requirements	N/A	N/A	Form EXP – 4.2 (c)

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		monitoring organization; <input checked="" type="checkbox"/> Health & Safety on worksites; <input checked="" type="checkbox"/> Relations with stakeholders, information and consultation of local communities and authorities; <input checked="" type="checkbox"/> Site rehabilitation and revegetation; <input checked="" type="checkbox"/> Control of infectious and communicable diseases (HIV/AIDS, malaria, etc.).					

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

## Key Personnel

The Bidder must demonstrate that it will have suitably qualified (and in adequate numbers) Key Personnel, as described in the Specification.

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

No.	Position	Requirements/ Qualifications	Total work experience (years)	In similar works experience (years)
1.	Project Manager	<ul style="list-style-type: none"> <li>▪ BSc. Civil Engineering</li> <li>▪ Registered Professional Engineer with a recognized engineer's body</li> <li>▪ Proof of Fluency in Written and Spoken English –(For members of Non –English speaking countries) Not applicable to members of English speaking Countries</li> </ul>	20	10
2.	One (1) Site Agent	<ul style="list-style-type: none"> <li>▪ BSc. Civil Engineering</li> <li>▪ Proof of Fluency in Written and Spoken English –(For members of Non –English speaking countries) Not applicable to members of English speaking Countries</li> </ul>	15	7
3.	Two (2) Site Engineers	<ul style="list-style-type: none"> <li>▪ BSc. Civil Engineering</li> <li>▪ Proof of Fluency in Written and Spoken English</li> </ul>	10	5
4.	One (1) Site Engineering surveyor	<ul style="list-style-type: none"> <li>▪ Degree in surveying</li> <li>▪ Proof of Fluency in Written and Spoken English –(For members of Non –English speaking countries) Not applicable to members of English speaking Countries</li> </ul>	5	5
5.	Two (2) Assistant Engineering surveyors	<ul style="list-style-type: none"> <li>▪ Diploma in surveying</li> </ul>	3	3

No.	Position	Requirements/ Qualifications	Total work experience (years)	In similar works experience (years)
6.	One (1) Environmentalist	<ul style="list-style-type: none"> <li>▪ Degree in Environmental Science or related field</li> <li>▪ Registered NEMA Lead Expert</li> <li>▪ Proof of Fluency in Written and Spoken English –(For members of Non –English speaking countries) Not applicable to members of English speaking Countries</li> </ul>	5	4
7.	One (2) Sociologist	<ul style="list-style-type: none"> <li>▪ Degree in Sociology / Community Development or equivalent</li> <li>▪ Proof of Fluency in Written and Spoken English –(For members of Non –English speaking countries) Not applicable to members of English speaking Countries</li> </ul>	5	4
8.	2No. Foremen (Road works)	<ul style="list-style-type: none"> <li>▪ Diploma in Civil Engineering- Road works or equivalent</li> </ul>	10	5
9.	2No. Foremen (Pipeline works)	Diploma in Civil Engineering / Building Construction or equivalent	10	5
10.	2No. Foremen (Concrete works)	Diploma in Civil Engineering / Building Construction or equivalent	10	5
11.	Health and Safety Expert	<ul style="list-style-type: none"> <li>▪ First Degree in a relevant field</li> <li>▪ A Course in Occupation Health and Safety</li> <li>▪ Proof of Fluency in Written and Spoken English –(For members of Non –English speaking countries) Not applicable to members of English speaking Countries</li> </ul>	5	3

**NOTE:** Bidders from English speaking countries do not have to provide proof of Fluency in Written and Spoken English.

## Equipment

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

No.	Equipment Type and Characteristics	Minimum Number Required
1.	HDPE pipe Butt fusion Machine (300mm pipe diameter and Less)	4
2.	Backhoe excavator	2
3.	1.5m <sup>3</sup> or 20ton Excavators	2
4.	7-10 -15 ton lorries/ tippers	4
5.	Concrete Mixers (> 2m <sup>3</sup> /hr)	4
6.	Concrete dumpers(> 0.75m <sup>3</sup> )	2
7.	Concrete Poker vibrators (25-40mm)	8
8.	Plate Compactors	4
9.	Air compressor (5,000 l/min)	2
10.	Mobile rubber tyred Crane (5 ton)	2
11.	Dewatering pumps (capacity at least 15m <sup>3</sup> /hr at 20m head)	3
12.	Mechanical Pressure Testing Equipment (for Pipelines up to PN25)	2
13.	Pick up vehicles – 4Wheel drive	3
14.	Survey Total Station Equipment	2
15.	Survey RTK	2
16.	Levelling machine	2
17.	Generators - >15kVA;	1
18.	Bitumen Pressure distributor	1
19.	Asphalt concrete paver	1
20.	Vibrating compaction plate 300 mm wide	1
21.	Vibrating compaction plate 600 mm wide	1
22.	4X2 tippers payload 7 – 12 tonnes	2

<b>No.</b>	<b>Equipment Type and Characteristics</b>	<b>Minimum Number Required</b>
23	6X4 tippers payload 16 – 20 tonnes	1
24	8X4 tippers payload 16 – 20 tonnes	1
25	Flatbed lorries	4
26	Water tankers (18,000 – 20,000 litres capacity)	3
27	Wheeled loaders	1
28	Motor graders (93 - 205kW)	3
29	Trench excavator	1
30	Hydraulic crawler mounted (7 – 10 tonnes) – 0.25 – 0.4 m3 SAE bucket	At least 2
31	Hydraulic crawler mounted (10 – 16 tonnes) – 0.40 – 0.60 m3 SAE bucket.	
32	Hydraulic wheel mounted backloader (7 – 10 tonnes) – 0.25 – 0.4 m3 SAE bucket.	
33	Self propelled single drum vibrating (various types)	1
34	Pneumatic rubber tyre (1-2 tonnes/wheel)	1
35	Sheep's foot roller	1
36	Mechanical Pressure Testing Equipment (for Pipelines up to PN25)	2

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

## Section IV - Bidding Forms

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## Letter of Bid /Form of Tender

**Date of this Bid submission: 15<sup>th</sup> March, 2024**

**RFB No.: KE-NYERI COUNTY-399212-CW-RFB**

**Alternative No.: Second Kenya Informal Settlements Improvements Project**

**To: County Government of Nyeri**

**P. o box 1112-10100**

**Nyeri**

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

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

- i. [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
  - ii. [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
  - iii. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]
  - iv. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]
  - v. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]
- (e) **Conformity:** We offer to execute in conformity with the bidding document the following Works: Second Kenya informal settlements improvements project.

- (f) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: Total price is: words.....  
 .....  
 Figures Kshs. ....
- (g) **Discounts:** The discounts offered and the methodology for their application are:
- (i) The discounts offered are:
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
- (h) **Bid Validity:** Our Bid shall be valid until [*insert day, month and year in accordance with ITB 18.1*], and it shall remain binding upon us and may be accepted at any time on or before this date;
- (i) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security [*and an Environmental and Social (ES) Performance Security, Delete if not applicable*] in accordance with the bidding document;
- (j) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (k) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (l) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];
- (m) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*]

Name of Recipient	Address	Reason	Amount

*(If none has been paid or is to be paid, indicate “none.”)*

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

*[or]*

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

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

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

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

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

**Date signed:** ..... day of ....., 2024

\*: 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**  
**GRAND SUMMARY**

<b>KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2</b>		
<b>ROADS/DRAINAGES/INFRASTRUCTURE/WATER AND SANITATION WORKS IN KENYA INFORMAL SETTLEMENTS</b>		
<b>GRAND SUMMARY PAGE</b>		
<b>BILL NO</b>	<b>DESCRIPTION</b>	<b>AMOUNT (KShs)</b>
1	Preliminary and General Items	
2	Chorongi (Water and Sanitation)	
3	Ihwagi (Water and Sanitation)	
4	Kiamwathi (Sanitation)	
5	Kiawara (Sanitation)	
6	Mweiga (Water and Sanitation)	
7	High Mast Flood Light	
8-14,	Road works- All Settlements	
15	Environmental & Social Safeguards	
16	Dayworks	
<b>BILL TOTAL EXCLUSIVE OF VAT</b>		
<b>ADD 10% CONTINGENCY</b>		
<b>BILL TOTAL INCLUSIVE OF CONTINGENCY</b>		
<b>ADD 16% VAT TAX</b>		
<b>BILL TOTAL INCLUSIVE OF VAT AND CONTINGENCY</b>		
SIGNATURE OF BIDDER: .....		
NAME OF AUTHORIZED REPRESENTATIVE: .....		
COMPANY STAMP: .....		
DATE: .....		

**SECOND KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT (KISIP 2)****CONTRACT No. KE-MOTI-214044-CS-QCBS****CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENT WORKS IN SELECTED INFORMAL SETTLEMENTS (CHORONGI, MWEIGA, IHWAGI, KIAWARA AND KIAMWATHI) IN NYERI COUNTY****BILLS OF QUANTITIES****BILL No.1: PRELIMINARIES AND GENERAL**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE (KSHS)</b>	<b>AMOUNT (KSHS)</b>
	CONTRACTUAL REQUIREMENTS				
	Performance Securities and Insurances				
1.01	Provision of Performance Security in accordance with GCC Clause 52.1	L Sum			
1.02	Provision of Insurance of Works, Plant and Materials in accordance with GCC Clause 13.1 (a)	L Sum			
1.04	Provision of Insurance of Contractor's Equipment in accordance with GCC Clause 13.1 (b)	L Sum			
1.05	Provision of Third Party Insurance in accordance with GCC Clause 13.1 (c)	L Sum			
1.06	Provision of Insurance of Contractor's Personnel in accordance GCC Clause 13.1 (d)	L Sum			

	Dispute Adjudication/Avoidance Board				
1.07	Prime Cost Sum for Employer's contribution towards fees and expenses for appointment of Dispute Avoidance/Adjudication Board (DAAB) in accordance with GCC/PCC Clause 23 and Clause 24	PC Sum			1,000,000.00
1.08	Add Contractor's profits and overheads on Item A160	%			
	SPECIFIED REQUIREMENTS				
	Offices for the Engineer's staff				
1.11	Prime Cost Sum for leasing offices for Engineer's supervision staff, including provision of furniture, equipment and consumables for during construction period, in accordance with the General and Special Specifications Clause 132.	PC Sum			2,000,000.00
1.12	Add Contractor's profits and overheads on Item A211	%			
	Services for the Engineer's staff				
	Employer's Counterpart Staff Costs				
1.13	Prime Cost Sum for costs of the Employer's counterpart staff assigned	PC Sum			2,000,000.00

	to the Project including transport, communication, meeting allowances, etc. as instructed by the Engineer.				
1.14	Add Contractor's profits and overheads on Item A223	%			
	Equipment for use by the Engineer's Staff				
1.15	Prime Cost Sum for provision of Survey Equipment as specified in the Standard and Special Specifications Clause 132, for exclusive use by the Engineer, to revert to Employer at end of the Contract.	PC Sum			1,440,000.00
1.16	Add Contractor's profits and overheads on Item A223	%			
	Testing of Materials				
1.17	Provisional Sum for testing of materials as instructed by the Engineer in approved independent testing laboratory	Prov Sum			2,000,000.00
1.18	Add Contractor's profits and overheads on Item A250	%			
	PAGE TOTAL CARRIED TO BILL 1 COLLECTION				
	Capacity building for Employer's Staff				

1.19	Prime Cost Sum for capacity building efforts for skills and knowledge transfer to Employer's staff during construction, testing and commissioning of the Works in accordance with the Special Specifications Clause 144.	PC Sum			2,000,000.00
1.20	Add Contractor's profits and overheads on Item A260	%			
	Project Sign Boards				
1.21	Provision, erection and maintenance of Project Sign Boards at locations instructed by the Engineer in accordance with the Standard Special Specifications Clause 131 and the Drawings - FINAL WORDING ON THE SIGN BOARD TO BE DECIDED IN CONSULTATION WITH THE EMPLOYER. The rate quoted by the Contractor to include for payment of all statutory charges to the relevant Authority and removal after completion of the Project.	nr	5		
	Contractor's Progress Reports and Photographs, "As Built" Drawings and O&M Manuals				
1.22	Provision of Contractor's monthly progress reports and photographs in	L Sum			

	accordance with the GCC Clause 28 and the Standard and Special Specifications Clause 106, Clause 115 and Clause 130.				
1.23	Provision of "As Built" Drawings and Operating and Maintenance Manuals in accordance with the GCC Clause 58 and the Standard and Special Specifications Clause 106 and Clause 115.	L Sum			
	METHOD-RELATED CHARGES				
	Contractor's Camp, Offices, and other facilities and services				
1.31	Mobilisation, operation and maintenance of Contractor's camps, offices, laboratories, stores, services and plant, and Temporary Works, for execution of the Works for the entire Contract Period, and demobilisation and necessary reinstatement works upon Completion, all in accordance with the Specifications and General Conditions. The Employer has no available land to offer for the above. Identification and procurement of suitable area of land, whether rented or purchased, is the responsibility of the Contractor. Contractor to provide in his bid cost	L Sum			

	breakdown for (i) the mobilisation, (ii) the operation and maintenance, (iii) the demobilisation and (iv) the reinstatement works for each of the camps, offices, laboratories, stores, services, plant and Temorary Works.				
	PROVISIONAL SUMS				
	Supplementary Charges				
1.41	Provisional Sum for payments demanded by the Authorities for relocation / diverson of existing services (water, sewer, power, telecom etc.) in accordance with the General and Special Specifications Clause 121.	Prov Sum			2,000,000.00
1.42	Add Contractor's profits and overheads on Item A417	%			
	Other Provisional Sums				
1.43	The Contractor shall describe in detail hereunder other items of works, obligations or things which may be referred to in the Specifications or which he may consider to have been omitted from the Bills of Quantities and for which he desires to enter a separate charge (the charge to be carried direct to the amount column). If no separate charge is made	L Sum			

	hereunder, the rates in the Bills of Quantities will be held as covering all expenses for all such Works.				
PAGE TOTAL CARRIED TO BILL 1 COLLECTION					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>RATE (Kshs)</b>	<b>AMOUNT (Kshs)</b>
	Bill 1 Collection Page				
	Total Page 1				
	Total Page 2				
<b>BILL 1 COLLECTION CARRIED TO GRAND SUMMARY PAGE</b>					

**KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2**

WATER AND SANITATION WORKS FOR CHORONGI INFORMAL SETTLEMENT

CHORONGI SETTLEMENT

BILL 2.1: - WATER COMPONENT

BILL 2.1.1 - WATER PIPELINES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	<p>These works are to be carried out along narrow wayleaves where there may be some existing active services (electrical, water, e.t.c). This should be considered in the Contractor's rates.</p> <p><b>GENERAL ITEM</b></p> <p>Testing of works</p> <p>Pressure testing and commissioning for the pipeline, including all necessary equipment, materials and labour for the works e.g. delivery of water for testing, fittings, disposal of used water. Pipe diameter 50 - 100 mm</p>				
21.1	Disinfection of Pipe lines: flushing with clear water, filling with water containing 0.05 g/l calcium hypochlorite for 24 hours. This includes supply of all necessary equipment, materials, chemicals and water, measurement of residual chlorine, all as specified. Pipe diameter 50 - 100 mm	m	947		
22.2	DEMOLITION AND SITE CLEARANCE	m	947		

22.3	General clearance 3m wide corridor along the pipeline. Including bushes, shrubs and small trees not exceeding 300mm girth and grubbing up roots	m	947.0 0		
	Removal of Stumps (Provisional)				
	Grub up stumps and roots and cart away to approved tips				
22.4	Girth: 0.5 m - 1.0 m	nr	9		
22.5	Girth: 1.0 m - 2 m	nr	9		
	Note:- Girth shall be measured 0.5 m above ground level				
	<b>CLASS I: PIPE WORK - PIPES</b>				
	Provide and Lay				
	Rate to include Purchase, transportation, laying, jointing, excavation in normal material depth n.e. 2.0 m, preparation of surfaces, disposal of excavated material, shoring sides of excavation, dewatering and backfilling with suitable selected excavated material, to Specifications.				
	HDPE PN 16				
22.6	OD 63mm	m	597		
22.7	OD 90mm	m	550		
<p>^^</p> <p>PAGE TOTAL CARRIED TO BILL 2.1.1 COLLECTION PAGE</p>					

## BILL 2.1.1 - WATER PIPELINES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	<p>PIPE WORK - FITTINGS AND VALVES (Provisional)</p> <p>Provide and Install (Rate to include supply of jointing materials, Stainless steel bolts, nuts, gaskets etc as applicable)</p>				
22.8	<p>HDPE PN16Bends OD 90 mm 90°</p>	Nr	1		
22.9	<p>OD 63 mm 90°</p>	Nr	1		
22.10	<p>Junctions OD 90mm x OD 63mm HDPE Tee Valves Supply, handle, deliver to site, fix in place and test inclusive of all fittings as in the Standard drawings . Valves to BS 5163 and EN 1074 Standards.</p>	Nr	3		

22.12	Rate for valves shall also include for all necessary fittings (Tees, Spigot pipes etc) as per drawings Line Gate Valves (Flange) DN 90 mm Air-Valves Air Valves shall be Anti shock combination air valves, with a built in anti-water hammer non slam surge prevention system.To include an isolation valve.of DN 50 mm	Nr	4		
22.13	PN 16 DN 50 mm Washout valves Gate valve for washout to be supplied with an extension spindle n.e. 2m and a Tee Key. Rate to include invert tee and extension pipe to drain	nr	3		
22.14	DN 50 Washout Valve on OD 90mm pipe	nr	3		
<p>^^</p> <p>PAGE TOTAL CARRIED TO BILL 2.1.1 COLLECTION PAGE</p>					
<p>BILL 2.1.1 - WATER PIPELINES</p>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	Water Meters				

	MultiJet bulk cold water meters. Water meters to be as specified in the specifications		
22.15	DN 90mm Hydrant  Providing & fixing single headed stand post type external yard hydrant comprising of 100mm dia gun metal female instantaneous single outlet, bend complete with all specials and accessories as required as per IS:908-1975. Rate to include Tee and associated fittings	nr	2
22.16	DN 100 mm ANCILLARY WORKS  Chambers, ducts, culverts, crossings, thrust and anchor blocks, reinstatement and others as listed and specified in drawings.  Note:- Items for work in this class shall include:- - Excavation, preparation of surfaces, disposal of excavated material, shoring sides of excavation, backfilling and removal of redundant services. - Concrete, masonry blocks, reinforcement, formwork, joints and finishes. - Tips for disposal of excavated material or debris to be identified by the Contractor in liaison with the Local Authority.  In Situ Chambers  Provide all materials and construct chamber internal dimensions 1000mm x 1000mm. Include for supply and fixing of lockable cover and step irons, as detailed in drawing - AVs, WOs, Valves and Water Meters	nr	1

22.17	Depth: not exceeding 2.0 m	nr	12		
<p>^^</p> <p>PAGE TOTAL CARRIED TO BILL 2.1.1 COLLECTION PAGE</p>					
<p>BILL 2.1.1 - WATER PIPELINES</p>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	Road Crossings				
	Extra-overs for normal pipe laying for road crossing works: to include breaking up and permanent reinstatement of roads and provision of a sleeve as per standard drawings				
22.18	Pipe bore: n.e. 110 mm on gravel road	m	6		
	Marker Posts				
	Provide and install RC standard marker posts for:				
22.19	Air Valves inscribed AV	nr	3		
22.20	Washouts, inscribed WO	nr	3		
22.21	Sluice Valves, inscribed SV	nr	4		
22.22	Along Pipeline at 300 m spacing and at change of directions, , inscribed "WM" and Diameter of the Pipeline	nr	3		
	PIPEWORK - SUPPORTS AND PROTECTION, ANCILLARIES TO LAYING AND EXCAVATION				

	Extras over excavation and backfilling for excavation in Rock. Rate to include carting away and disposal. In pipe trench and chambers (Provisional).				
22.23	Excavation in trench for rock class "A"	m <sup>3</sup>	84		
22.24	Excavation in trench for rock class "B"	m <sup>3</sup>	84		
22.25	Excavation in trench for rock class "C"	m <sup>3</sup>	84		
	Note:- Blasting is NOT permitted for Item L11				
PAGE TOTAL CARRIED TO BILL 2.1.1 COLLECTION PAGE					
BILL 2.1.1 - WATER PIPELINES					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
22.26	Reinforced Concrete Surround (Provisional) 150mm thick reinforced Concrete Surround Class 15/20 to pipe as per Standard Drawings at locations directed by the Engineer. Rate to include for formwork, supports, vibrating, etc.	m	9		
22.27	MISCELLANEOUS Supply and install with item decrypted before, tracable warning tape, permanently imprinted with= "CAUTION WATER PIPE", color= blue, width= 50mm, thickness= 5mm.	m	947		
PAGE TOTAL CARRIED TO BILL 2.1.1 COLLECTION PAGE					

BILL 2.1.1 - WATER PIPELINES					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	BILL 2.1.1 COLLECTION PAGE				
1	From page 1				
2	From page 2				
3	From page 3				
4	From page 4				
5	From page 5				
BILL 2.1.1 TOTAL CARRIED TO BILL 2.1 COLLECTION PAGE					
BILL 2.1.2- WATER CONSUMER CONNECTIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
14	<p><b>BILL 2.1.2- WATER CONSUMER CONNECTIONS</b></p> <p>Last Mile Water connections are limited by the connections identified by the employer</p> <p>Typical 1 connection</p> <p><b>PIPEWORK- PIPES</b></p> <p>Provide, lay and joint HDPE PN16 pipes, PE 100. Rate to to include excavation and backfilling of trenches, depth not exceeding 1.5 m. Include for preparation of trench surfaces; upholding sides of the excavation,</p>				

	disposal of excess excavated material, removal of dead services except to the extent that such work is included in classes J, K and L				
411	Nominal bore OD20 mm inclusive of valve sockets	m	50		
	<b>PIPEWORK- FITTINGS AND VALVES</b>				
	Provision and installation of valves and HDPE fittings				
	Bends/ elbows				
321.1	Nominal bore 25mm	Nr	2		
	Gate valves to BS 5163, PN 16, flanged to BS 4772				
811.1	Nominal bore 25mm	Nr	1		
811.2	Stop cork tap nominal bore 25mm	Nr	1		
811.3	Water meter DN 25 mm	Nr	1		
	<b>CLASS K : PIPEWORK- MANHOLES AND PIPEWORK ANCILLARIES</b>				
811.3	Allow for drain crossings	Nr	1		
	Allow for breaking, and temporary and permanent reinstatement of murram roads	m	9		
671	Allow for breaking up, temporary and permanent reinstatement of murram foot paths	m	9		
731	Allow for reinstatement of drains	m	1		
741	Allow for installation of prefabricated Meter box	Nr	1		

810	CLASS L: PIPEWORK- SUPPORTS AND PROTECTION, ANCILLARIES TO LAYING AND EXCAVATION				
861	Excavation in rock various classes (0.045m <sup>3</sup> /m)	m <sup>3</sup>	0.25		
11	Total a Typical Water Connection Total Amount for ALL Connections Proposed for Chorongi		33		
BILL 2.1.2 TOTAL CARRIED TO BILL 2.1 SUMMARY PAGE					
ITEM NO	DESCRIPTION	AMOUNT (Kshs)			
	BILL 2.1 COLLECTION PAGE  TOTAL BILL 2.1.1 - WATERLINES  TOTAL BILL 2.1.2 - CONSUMER CONNECTIONS				
BILL 2.1 TOTAL CARRIED TO BILL 2 SUMMARY PAGE					

**KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2**

**Water and Sanitation works for Chorongi Informal Settlement**

**CHORONGI SETTLEMENT**

**BILL 2.2: SANITATION**

**BILL 2.2 - SOLID WASTE MANAGEMENT**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
201	Supply and Installation of Modern Waste Collection Bins by Using 7.5 m3 Dumpsters for Collection of Municipal Solid Waste at Designated Locations in informal settlement and other related Miscellaneous works. (To fit within the Nyeri County Government waste collection bins specifications)	Nr	2		
<b>BILL NO. 2.2 TOTAL CARRIED FORWARD TO BILL 2 SUMMARY:</b>					

**KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2**  
**ROADS/DRAINAGES/INFRASTRUCTURE/WATER AND SANITATION WORKS IN KENYA**  
**INFORMAL SETTLEMENTS**  
**BILL 2: Chorongi Settlement**

**BILL 2 :CHORONGI SUMMARY**

BILL NO.	SUMMARY OF COST ESTIMATES	COST (Kshs)
Bill 2.1	Water supply works	
Bill 2.2	Sanitation works	
<b>BILL 2 TOTAL CARRIED TO BILL GRAND SUMMARY PAGE</b>		

SIGNATURE OF BIDDER: .....

NAME OF AUTHORIZED REPRESENTATIVE: .....

COMPANY STAMP:  
 .....

DATE: .....

**KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2**

Water and Sanitation works for Ihwagi informal Settlement

IHWAGI SETTLEMENT

BILL 3.1: - WATER COMPONENT

BILL 3.1.1 - WATER PIPELINES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	<p>These works are to be carried out along narrow wayleaves where there may be some existing active services (electrical, water, e.t.c). This should be considered in the Contractor's rates.</p> <p><b>GENERAL ITEM</b></p> <p>Testing of works</p> <p>Pressure testing and commissioning for the pipeline, including all necessary equipment, materials and labour for the works e.g. delivery of water for testing, fittings, disposal of used water. Pipe diameter 50 - 100 mm</p>				
21.10	<p>Disinfection of Pipe lines: flushing with clear water, filling with water containing 0.05 g/l calcium hypochlorite for 24 hours. This includes supply of all necessary equipment, materials, chemicals and water, measurement of residual chlorine, all as specified. Pipe diameter 50 - 100 mm</p>	m	1,297		
22.20	<p>DEMOLITION AND SITE CLEARANCE</p> <p>General clearance 3m wide corridor along the pipeline. Including bushes, shrubs and small trees not exceeding 300mm girth and grubbing up roots</p> <p>Removal of Stumps (Provisional)</p> <p>Grub up stumps and roots and cart away to approved tips</p>	m	1,297.00		

22.40	Girth: 0.5 m - 1.0 m	nr	13		
22.50	Girth: 1.0 m - 2 m	nr	13		
<p>Note:- Girth shall be measured 0.5 m above ground level</p> <p><b>PIPE WORK - PIPES</b></p> <p>Provide and Lay</p> <p>Rate to include Purchase, transportation, laying, jointing, excavation in normal material depth n.e. 2.0 m, preparation of surfaces, disposal of excavated material, shoring sides of excavation, dewatering and backfilling with suitable selected excavated material, to Specifications.</p> <p>HDPE PN 16</p>					
22.60	OD 63mm	m	518		
22.70	OD 90mm	m	779		
<p>^^</p> <p>PAGE TOTAL CARRIED TO BILL 3.1.1 COLLECTION PAGE</p>					
<p>BILL 3.1.1 - WATER PIPELINES</p>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	PIPE WORK - FITTINGS AND VALVES (Provisional)				

Provide and Install (Rate to include supply of jointing materials, Stainless steel bolts, nuts, gaskets etc as applicable)

	HDPE PN16Bends		
	OD 90 mm		
22.80	90°	Nr	3
	OD 63 mm		
22.90	90°	Nr	2
	Junctions		
22.10	OD 90mm x OD 63mm HDPE Tee	Nr	2
22.11	OD 63mm x OD 63mm HDPE Tee	Nr	1

Valves

Supply, handle, deliver to site, fix in place and test inclusive of all fittings as in the Standard drawings .  
Valves to BS 5163 and EN 1074 Standards.

Rate for valves shall also include for all necessary fittings (Tees, Spigot pipes etc) as per drawings

	PN 16 Line Gate and Sluice Valves (Flange)		
22.12	DN 90 mm	Nr	3

Air-Valves

Air Valves shall be Anti shock combination air valves, with a built in anti-water hammer non slam surge prevention system.To include an isolation valve.of DN 50 mm

22.13	PN 16 DN 50 mm	nr	3
	Washout valves		

22.15	Gate valve for washout to be supplied with an extension spindle n.e. 2m and a Tee Key. Rate to include invert tee and extension pipe to drain DN 50 Washout Valve on OD 90mm and OD 63mm pipe	nr	2		
PAGE TOTAL CARRIED TO BILL 3.1.1 COLLECTION PAGE					
BILL 3.1.1 - WATER PIPELINES					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
22.16	Water Meters MultiJet bulk cold water meters. Water meters to be as specified in the specifications DN 100mm	nr	1		
22.17	Hydrant (Provisional) Providing & fixing single headed stand post type external yard hydrant comprising of 100mm dia gun metal female instantaneous single outlet, bend complete with all specials and accessories as required as per IS:908-1975. Rate to include Tee and associated fittings DN 100 mm ANCILLARY WORKS	nr	1		

22.18	<p>Chambers, ducts, culverts, crossings, thrust and anchor blocks, reinstatement and others as listed and specified in drawings.</p> <p>Note:- Items for work in this class shall include:-  - Excavation, preparation of surfaces, disposal of excavated material, shoring sides of excavation, backfilling and removal of redundant services.  - Concrete, masonry blocks, reinforcement, formwork, joints and finishes.  - Tips for disposal of excavated material or debris to be identified by the Contractor in liaison with the Local Authority.</p> <p>In Situ Chambers</p> <p>Provide all materials and construct chamber internal dimensions 1000mm x 1000mm. Include for supply and fixing of lockable cover and step irons, as detailed in drawing - AVs, Wos, Valves and Water Meters</p> <p>Depth: not exceeding 2.0 m</p>	nr	9		
<p>^^</p> <p>PAGE TOTAL CARRIED TO BILL 3.1.1 COLLECTION PAGE</p>					
<p>BILL 3.1.1 - WATER PIPELINES</p>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	<p>Road Crossings</p> <p>Extra-overs for normal pipe laying for road crossing works: to include breaking up and permanent reinstatement of roads and provision of a sleeve as per standard drawings</p>				

22.19	Pipe bore: n.e. 300 mm on gravel road Marker Posts Provide and install RC standard marker posts for:	m	6		
22.20	Air Valves inscribed AV	nr	3		
22.21	Washouts, inscribed WO	nr	2		
22.22	Sluice Valves, inscribed SV	nr	3		
22.23	Along Pipeline at 300 m spacing and at change of directions, , inscribed "WM" and Diameter of the Pipeline	nr	4		
<b>PIPEWORK - SUPPORTS AND PROTECTION, ANCILLARIES TO LAYING AND EXCAVATION</b>					
Extras over excavation and backfilling for excavation in Rock. Rate to include carting away and disposal. In pipe trench and chambers (Provisional).					
22.23	Excavation in trench for rock class "A"	m <sup>3</sup>	130		
22.24	Excavation in trench for rock class "B"	m <sup>3</sup>	130		
22.25	Excavation in trench for rock class "C"	m <sup>3</sup>	130		
Note:- Blasting is NOT permitted for Item L11					
PAGE TOTAL CARRIED TO BILL 3 .1.1 COLLECTION PAGE					

BILL 3.1.1 - WATER PIPELINES					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
22.26	Reinforced Concrete Surround (Provisional)  150mm thick reinforced Concrete Surround Class 15/20 to pipe as per Standard Drawings at locations directed by the Engineer. Rate to include for formwork, supports, vibrating, etc.  MISCELLANEOUS	m	10		
22.27	Supply and install with item decrypted before, detecta tape, permanently imprinted with= "CAUTION WATER PIPE", color= blue, width= 50mm, thickness= 5mm.	m	1,297		
PAGE TOTAL CARRIED TO BILL 3.1.1 COLLECTION PAGE					
BILL 3.1.1 - WATER PIPELINES					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
1.00	BILL 3.1.1 COLLECTION PAGE From page 1				
2.00	From page 2				

3.00	From page 3				
4.00	From page 4				
5.00	From page 5				
BILL 3.1.1 TOTAL CARRIED TO BILL 3.1 COLLECTION PAGE					
BILL 3.1.2 - ELEVATED STEEL TANK					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
E4	Foundation				
411.00	Excavate in normal soil for tank footings size 2.0m x 2.0m x 2.0m	m3	32.00		
662.00	Supply all materials, deliver to site, mix and vibrate reinforce concrete footings and Column studs. Rate to include all formwork, reinforcement bars for concrete footing and foundation bolts for the tower	m3	3.31		
	Class M: Steel Tower 50M3				
665.90	Supply all materials, deliver to site 18m high tank tower complete with walkway platform and cage ladder.	kg	12,000		

	Class N: Tank Erection				
285.10	Supply, deliver to site and erect 6mm thick x 1m <sup>2</sup> steel tank bottom pressed steel panels ( 1msq panels) on 18m tower. Rate to include sealing compound, bolts, and nuts, struts, stays and cleats.	nr	16.00		
285.20	Supply, deliver to site and erect 6mm thick x 1m <sup>2</sup> steel tank side pressed steel panels ( 1msq panels) on 18m tower. Rate to include sealing compound, bolts, and nuts, struts, stays and cleats.	nr	48.00		
285.30	Supply all materials and erect 2mm thick steel cover to the tank. Rate to include all the necessary fittings.	sum	1.00		
	Class I: Plumbing Works				
	All Steel Pipes shall be epoxy coated				
411.10	Supply and joint 100 mm dia. steel pipes including all bends, adoptors and jointing materials for the Outlet to the tank.	m	20.00		
411.20	Supply and joint 150 mm dia. steel pipes including all bends, adoptors and jointing materials for the inlet to the tank.	m	20.00		
411.30	Supply and joint 75mm dia. steel pipes including all bends, adaptors and jointing materials for the overflow and washout to the tank.	m	20.00		
411.40	Supply and joint including all jointing materials 150 mm dia. Flanged gate valve for inlet.	nr	1.00		

411.50	Supply and joint including all jointing materials 100 mm dia. Flanged gate valve for Outlet.	nr	1.00		
411.60	Supply and joint including all jointing materials 75mm dia. Flanged gate valves for Washout	nr	1.00		
PAGE TOTAL CARRIED TO BILL 3.1.2 COLLECTION PAGE					
BILL 3.1.2 - ELEVATED TANK					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	Valve Chambers				
	Provide all materials and construct Valve chamber internal dimensions 1200mm x 1200mm. Include for supply and fixing of lockable cover and step irons, as detailed in drawing				
411.70	inlet chamber	nr	1		
411.80	outlet chamber	nr	1		
411.90	Washout/overflow chamber	nr	1		
	Class V: Painting				
811.00	Supply and apply two coats of chlorinated epoxy paint to the inside of the tank.	m2	88.00		

	Class V: Painting				
111.10	Supply and apply two coats of silver aluminium paint to the outside of the tank	m2	88.00		
111.20	Supply and apply two coats of silver aluminium paint to the tank tower, platform, pipes and cage ladder.	sum	1.00		
3.00	Allow a PC sum for branding and paintworks with the client's and financier's logos, as well as the project name, type of facility and any other requisite branding. The colours used should be as directed by the engineer.	PC	1.00		
	Testing				
285.40	Supply and apply recommended disinfectant and test the tank. To include all equipment and materials.	sum	1.00		
PAGE TOTAL CARRIED TO BILL 3.1.2 COLLECTION PAGE					
BILL 3.1.2 - ELEVATED TANK					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	BILL 3.1.2 TOTAL TO COLLECTION PAGE				

	PAGE 1 TOTAL				
	PAGE 2 TOTAL				
	TOTAL FOR 1 No. ELEVATED TANK 50M3				
	TOTAL FOR 1 No. ELEVATED 50M3 TANK	nr	1.00		
BILL 3.1.2 TOTAL CARRIED TO BILL 3.1 SUMMARY PAGE					
BILL 3.1.3- WATER CONSUMER CONNECTIONS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	<p>BILL 3.1.3- WATER CONSUMER CONNECTIONS</p> <p>Last Mile Water connections are limited by the connections identified by the employer</p> <p>Typical 1 connection</p> <p>PIPEWORK- PIPES</p>				

14.00	Provide, lay and joint HDPE PN16 pipes, PE 100. Rate to include excavation and backfilling of trenches, depth not exceeding 1.5 m. Include for preparation of trench surfaces; upholding sides of the excavation, disposal of excess excavated material, removal of dead services except to the extent that such work is included in classes J, K and L		
411.00	Nominal bore OD20 mm inclusive of valve sockets	m	50
	<b>PIPEWORK- FITTINGS AND VALVES</b>		
	Provision and installation of valves and HDPE fittings		
	Junctions and branches - Tees or Saddles		
321.10	DN 150 x 50 threaded branch	Nr	1
	Bends/ elbows		
411.00	Nominal bore 15mm	Nr	2
	Gate valves to BS 5163, PN 16, flanged to BS 4772		
811.10	Nominal bore 15mm	Nr	1
811.20	Stop cork tap nominal bore 15mm	Nr	1
811.30	Water meter DN 15 mm	Nr	1
	<b>CLASS K : PIPEWORK- MANHOLES AND PIPEWORK ANCILLARIES</b>		
671.00	Allow for drain crossings	Nr	1
731.00	Allow for breaking, and temporary and permanent reinstatement of murram roads	m	8
741.00	Allow for breaking up, temporary and permanent reinstatement of murram foot paths	m	8

810.00	Allow for reinstatement of drains	m	1		
861.00	Allow for installation of prefabricated Meter box	Nr	1		
	<b>CLASS L: PIPEWORK- SUPPORTS AND PROTECTION, ANCILLARIES TO LAYING AND EXCAVATION</b>				
11.00	Excavation in rock various classes (0.045m3/m)	m3	0.25		
	Total a Typical Water Connection				
	Total Amount for ALL Connections Proposed for Ihwagi		103		
<b>BILL 3.1.3 TOTAL CARRIED TO BILL 3.1 SUMMARY PAGE</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	BILL 3.1 COLLECTION PAGE				
	TOTAL BILL 3.1.1 - WATERLINES				
	TOTAL BILL 3.1.2- ELEVATED TANK				
	TOTAL BILL 3.1.3 - CONSUMER CONNECTIONS				
<b>BILL 3.1 TOTAL CARRIED TO BILL 3 SUMMARY PAGE</b>					

<b>KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2</b>					
<b>Water and Sanitation works for Ihwagi Informal Settlement</b>					
<b>IHWAGI SETTLEMENT</b>					
<b>BILL 3:2 - SANITATION</b>					
<b>BILL 3:2.1 No. STANCE PUBLIC TOILET (MAIN STRUCTURE)</b>					
Page No.	ITEMS DESCRIPTION	Unit	Quantity	Unit Rate (Ksh)	Amount (Ksh)
1.0	GENERAL ITEMS				
11	Clear site of shrub, trees etc. and excavate over site to remove top vegetable soil average depth of 300mm, remove the tree stumps, cart away to a dumping site approved by Engineer, at least 30 metres from site.	m2	50.4		
	ITEM No.1 SUB TOTAL				
2.0	EXCAVATION AND EARTH WORKS				
313.0	Excavate for foundations Plinth walling, curtain wall to a firm ground not exceeding 1.0m deep return refill and ram.	m3	16.14		
531	Load wheel and deposit surplus excavated materials and dump at a site approved by Engineer at distance not less than 200 metres from site .	m3	4		
	ITEM No.2 SUB TOTAL				
3	SUB STRUCTURE				
	Anti-termite treatment				
500	Provide anti-termite treatment to sides of excavation and at intervals of every 300mm layer during back filling. Workers to be appropriately secured in Personal protective equipment (PPE)	m2	12		
	Concrete Works				

722	Provide and place a 200mm thick concrete ( Class 20/20 ) at the base of pit.	m3	2		
722.1	Ditto but 200mm thick by 600mm wide foundation for curtail walls and bathrooms	m3	3.228		
	Masonry Works				
721	Construct a 230mm thick masonry stone walls approved by Engineer with metal strips at every 3 courses bedded in cement/sand mortar 1:4 and atleast 200mm well above ground on ditto (detailed in drawing) from the foundation to slab level.	m2	25		
	Backfills				
615	Imported murrum fill compacted in 200mm layers to 95% MDD ready to receive hardcore	m3	12.526		
617	200mm thick stone hardcore, well hand-packed and compacted, and filled/blinded with crushed stone at the top	m2	4.3		
	Lean concrete				
11	Provide and place 50 mm thick lean concrete class 15 (1:3:6)	m3	16.14		
	Reinforcement				
562	Provide and fix Steel fabric mesh A142 weighing 2.22 kg/m <sup>2</sup> : in floor bed: including tying wire and distance blocks	m2	25.8		
562.1	Ditto but in concrete ramps	m2	2.6		
	Concrete Works				
722.3	Cast 150mm thick concrete ( Class 20/20 ) at the Ground floor of public toilet including the ramps .	m3	5.42		
	Waterproofing				
136	Lay 150mm wide bituminous felt or other approved materials as DPC on APC with 200mm overlaps ready to receive super structural walls	m	35.97		

13	Supply and install 1000mm gauge polythene sheeting dump proofing membrane ( DPM )	m2	25.8		
	Formwork				
182	Provide Sawn formworks to sides of columns beams and soffits of beams and slabs.	m2	10.79		
184	Ditto but to side of slabs size 75-150mm wide	m	20.6		
	Item No. 3 SUB TOTAL				
4	SUPER STRUCTURE				
	Waterproofing				
136.1	Lay 150mm wide bituminous felt or other approved materials as DPC on APC with 200mm overlaps ready to receive super structural walls	m	35.97		
	Walling				
7	Approved stone walling of minimum compressive strength of 7N/mm <sup>2</sup> bedded in cement sand (1:3) mortar reinforced with and including 1.5mm thick soft wire gauge hoop iron at every alternate course				
721.1	150mm external walling and parapet including finishing externally in flash vertical and horizontal recessed joints	m2	93.0		
	Concrete Works				
722.4	Provide and place 200x300mm reinforced concrete Class 20/20 for lintel beam	m3	1.614		
	Reinforcement				
524.1	Provide and fix High yield tensile steel bar reinforcement size 12mm diameter to BS 4461 as described including cutting to lengths, bending, hoisting and fixing including all necessary tying wire and spacing blocks to columns and beams.	Kg	96		
522	Ditto but size 8mm diameter rings at 200mm spacing c/c for beams	Kg	35.9		

	Formwork				
182.1	Sawn formworks to sides of beams and soffits of beams and slabs completed with all accessories	m <sup>2</sup>	16.94		
	Item No. 4 SUB TOTAL				
	<b>CONCRETE TOP SLAB CONSTRUCTION</b>				
732.0	Provide all materials and construct reinforced concrete roof slab for the toilet structure inclusive of balcony (grade C25/20) for the Tank as per the Drawings and Specifications. (The rate to include for rebars, formworks/ supports and concrete strength tests)	m <sup>3</sup>	6		
	Item No. 5 SUB TOTAL				
6.0	<b>DOOR AND WINDOWS</b>				
313	Provide and fix Purpose made Timber door size 800x2100mm (D1) with 250mm high permanent vent. The lower part of the door 300 mm high to be covered with anti-corrossive stainless steel sheeting. Complete with door frames, hinges and locking mechanisms with tri-circle locks size 265 and 3 keys. All pre-approved by Engineer and painted to specified colour.	No	4		
323	Fabricate and install at the main entrance lockable gates made of steel section grill of overall dimensions 1000x2000mm. The gates shall open inwards. Rate to include provision of locks	No	2		
321	Purpose made steel window size 600x600mm with 1 top hang. All windows shall be glazed in white frozen glasses.	No	4		
321.1	Purpose made steel window size 600x 1000mm with 2 side hangs. All windows shall be glazed in white frozen glasses.	No	2		
	Item No. 6 SUB TOTAL				

7.0	FINISHES				
421.0	Provide and fix ceramic floor tiles (rough) to whole interior of toilet. Tile colour shall be brown. A sample to be submitted to Supervision Engineer for approval before full purchase	m2	21.84		
421.1	Ditto but disabled persons' ramp finished rough	m2	3		
423.0	Provide and fix ceramic wall tiles to all interior wall surfaces upto the the height of 1800mm from the floor level. Tiles shall be white in colour. A sample to be submitted to Supervision Engineer for approval before full purchase	m2	81.25		
413.0	20mm cement, sand (1:4) wall plaster in two coats steel trowled hard and smooth on walls internally. Finish smooth with cement lime slurry	m2	96		
413.1	15mm cement and sand (1:3) skirting 150mm high on plastered walls in two coats steel trowled hard and finished with tiles on walls internally.	m	25		
413.2	15mm cement, sand (1:4) wall render trowled hard and smooth on walls externally. Finish smooth with cement lime slurry	m2	53		
413.3	15mm cement and sand (1:3) skirting 150mm high on plastered walls in two coats steel trowled hard and smooth on walls externally.	m	20.6		
413.4	Ditto but rough cast rendered walls externally side and rear walls to height of 1.5 m from skirting level.	m2	30.9		
53.0	Supply and install 4 squat pans complete with it cisterns, anal sprayers and toilet paper holders	No	4		

53.1	Provide in the female change room a plastic bucket for disposing MHM wastes.	Item	2		
53.2	Retrofit one of the toilet cubicles in each of the male and female sections with floor fixed stainless-steel pipe toilet grab rails or mobility grab bars	Item	2		
	Item No. 7 SUB TOTAL				
8.0	<b>OTHER EXTERNAL WORK AND INTERNAL WORKS</b>				
8.1	75mm thick concrete (grade 15) splash apron on 100mm hardcore base well rammed and apron finished with 25mm thick cement and sand (1:3) screed trowelled smooth to gentle falls with division strips every 2.00 metre length and including 150mm brick edge wall average 500mm deep rendered on and including 450mm x 50mm thick concrete grade 10 foundation and all necessary excavations and disposal of spoil and formwork to edge of apron	m	25		
8.2	Construct waste water drain with gentle slope (recommended slope 1%) and install floor trap connected with 100mm diameter uPVC to soak pit	No.	2		
53.3	Supply and install two Large hand washing stations for male and female users supplied from the overhead storage tank. Rate to include all plumbing works.	No	2		
93.1	Provide for supply and installation of plumbing facilities in the house as specified in the drawing. Include for installation of water closets, cisterns shower fittings, stainless steel sinks, dhobi sinks, hand wash basins, overhead storage reservoir	Sum	1		

X93.2	Provide for supply and installation of all fitting in the house as specified in the drawing. Include for installation of table tops, store shelves above and under the bable tops,store shelves,and work tops, and other accessories	Sum	1		
93.3	Provide for supply and installation of all electrical fittings in the house as directed by the Engineer. Include for complete wiring, installation of consumer meters, power sockets, lighting systems and connection to existing grid as drected	Sum	1		
	Item No. 8 SUB TOTAL				
9.0	PAINTING				
531.0	Prepare, prime and paint one undercoat and 2 subsequent coats of vinyl silk emulsion cream sodolin paint on internal wall	m2	14.59		
541.0	Prepare, prime and paint one undercoat and 2 subsequent coats of of beetlenut weather guard paint on roughcasted wall surface as will be directed by the engineer	m2	63.44		
541.1	Prepare, prime and paint one undercoat and 2 subsequent coats of tobacco high gloss paint up to 200mm above the floor as skirting externally	m	20.6		
541.2	Prepare, prime and paint one undercoat and 2 subsequent coats of cream weather guard paint on all rendered walls above 1500, (above roughcast), the front and the interior of the curtain walls	m2	18		
311.0	Prepare touch up primer and apply one undercoat and two finishing coats of gloss oil paint: glazed metal doors	m2	4		
	Item No. 9 SUB TOTAL				

Page No.1	General Items	
Page No.2	Excavation and Earthworks	
Page No.3	Substructure	
Page No.4	Superstructure	
Page No.5	Concrete Roof Slab Construction	
Page No.6	Doors and Windows	
Page No.7	Finishes	
Page No.8	Other External Work and Internal Works	
Page No.9	Painting	
	Provision for plumbing works	350,000
	Total Carried to Bill 3.2.1 summary page	
Total Pageor Bill No.3.2.1: Construction of Public Toilet Block (Main Structure) CARRIED TO BILL 3.2 COLLECTION PAGE		

**BILL 3.2.2 SEPTIC TANK AN SOAK PIT**

ITE M	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
1	EXCAVATION				
	Rates to include shoring/ supporting the excavated walls				

313.1	Excavate for the septic tank and soak pit in normal material as per the drawings, including all earth work support, keeping the excavation free from water and spreading excavated materials away . NB: The final depth should at least be 1.50m above the water table	m3	75		
43	Excavate in rock	m3	5		
531.1	Load wheel and deposit surplus excavated materials and dump at a site approved by Engineer at distance not less than 200 metres from site.	m3	42		
	ITEM No.1 SUB TOTAL CARRIED TO BILL 3.2.2 COLLECTION PAGE				
2	SUB STRUCTURE WORKS				
	Anti-termite treatment				
500.1	Provide anti-termite treatment to sides of excavation. Workers to be appropriately secured in Personal protective equipment (PPE)	sum	1		
	Concrete Works				
611	Provide and place 50mm thick blinding concrete ( Class 15/20 ) at the base of soak pit.	m3	0.6		
722	Provide and place 200mm thick concrete ( Class 20/20 ) at the base of soak pit.	m3	2.5		
762	Provide and place Concrete Class 25/20, for 230x230mm ground beam and slab beam	m3	0.86		
731	Ditto but 150mm thick suspended slabs.	m2	12.8		
413	25mm thick cement/sand (1:3) plaster with waterproof applied in two layers and finished with a steel float applied to the internal surface of pit	m2	42.6		
	Backfilling				

615.1	Imported marrum fill to level to sides of excavations	m3	8		
617.1	200mm thick stone hardcore, well spread and leveled, consolidated and blinded with crushed stone at the bottom of the pit.	m2	15		
617.2	Supply and place hardcore or broken clay bricks in the soakpit. A polythene to be provided if the ground table is within 2m depth of Soak pit Invert level	m3	8		
	Reinforcement Works				
	Rates to include cutting, bending and fixing, binding wire and spacers				
524.00	High yield tensile steel bar reinforcement size 12mm diameter to BS 4461 in accordance with the drawings, to columns and beams.	Kg	61.1		
523.00	Ditto but 10mm diameter in cobweb 200mm centers to suspended slabs	Kg	105		
522.00	Ditto but 8mm diameter rings to BS 4461 at 200mm spacing c/c for columns and beams	Kg	41.24		
522.10	Ditto but 8mm diameter in cobweb 200 mm c/c, one layer to floor slab Note: A double layer is considered to cater for pressure in expansive soils	Kg	125.61		
562.00	Steel fabric mesh reinforcement ref no. A142 weighing 2.22kg/m2: for outlet and inlet chambers including tying wire and distance blocks	m2	2		
	Formwork				
182.2	Sawn formworks to sides of beams and soffits of beams and slabs completed with all accessories	m2	18.7		
182.3	Ditto but to side of slabs size 75-150mm wide	m	28.57		
	Brickwork				

121	230mm thick well burnt clay brick walls approved by engineer with metal strips at every 3 courses bedded in cement/sand mortar 1:3 and atleast 200mm well above ground on ditto (detailed in drawing) to be used as septic tank with two chambers separated by a baffle wall and intermediate brickwork from the bottom of pit to slab level.	m2	42.59		
ITEM No.2 SUB TOTAL CARRIED TO BILL 3.2.2 COLLECTION PAGE					
3	OTHER WORKS				
33.0	Supply and installed 75mm diameter uPVC vent pipe complete with cap, fly screen and painted black.	No.	2		
34	Provide two lockable 600mmx600mm cast iron or prefabricated covers with frame air tight as inspection covers on the septic tank and one on the soakpit or as directed by engineer.	No.	5		
ITEM No.3 SUB TOTAL CARRIED TO BILL 3.2.2 COLLECTION PAGE					
Page NO	DESCRIPTION				AMOUNT (Kshs)
1	Excavation.				154,750
2	Sub-structure works				
3	Other works				
	Grand total for Bill No.3.2.2: Construction of Septic tank and Soak Pit CARRIED TO BILL 3.2 COLLECTION PAGE				

## BILL 3.2.3 ELEVATED WATER TANK ON ABLUTION BLOCK

ITEM	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
1.0	TOWER FOUNDATION/SUBSTRUCTURE/EARTH WORKS				
32	Excavation for the foundation foot pads	m <sup>3</sup>	15.21		
72	Provide all materials and construct reinforced concrete foundation bases (grade C25/20) for the Tank Tower as per the Drawings and Specifications. (The rate to include for rebars, formworks/ supports and concrete strength tests)	m <sup>3</sup>	2.35		
75	Provide all materials and construct reinforced concrete column studs (grade C25/20) for the Tank Tower as per the Drawings and Specifications. (Rate to include for rebars, formworks/ supports, anchor bolts, nuts, washers and concrete strength tests)	m <sup>3</sup>	2.2		
76	Provide and place Concrete C25/20 for ground beams as specified by Engineer. The rate to include formwork/ support and concrete strength tests (PROVISIONAL)	m <sup>3</sup>	2.10		
52	Provide and fix reinforcement high tensile steel for ground beams as specified by Engineer.	Kg	45.00		
61	Backfilling and compaction with murram along the foundation	m <sup>3</sup>	5.508		
	ITEM No.1 SUB TOTAL CARRIED TO BILL 3.2.3 COLLECTION PAGE				
2.0	MAIN TOWER (STRUCTURAL WORKS)				

300.1	Provide all materials, fabricate, paint and install a water tank tower comprising of the following: 120 x 60 x 8 mm RHS section for Tower Columns, 90 x 90 x 8 mm RHS Primary Beam, 70 X 70 X 4mm SHS Secondary Beam, 50 X 50 X 4 mm EQA angle iron bracings 70 X 70 X 4 mm EQA angle iron bracings, 12mm thick mild steel plate base, access ladder and railings using 40x40x2mm hollow steel sections and 30x30x2mm hollow steel sections, Rates inclusive of all labour and overhead costs	Lump sum	1		
	ITEM No.2 SUB TOTAL CARRIED TO BILL 3.2.3 COLLECTION PAGE				
3	INSTALLATION OF TANKS AND PLUMBING WORKS				
600	Supply and installation of the 5000 litres capacity "Roto" or approved water tank complete with provisions for inlet pipe, outlet pipe, overflow pipe and drain pipe to site drainage and requisite chambers. The rate to also include for ball valve 32mm diameter medium pressure ball valve as "PORTSMOUTH" type or approved equivalent with brass stem and plastic float, screwed to threaded socket of tank including union. Provide and install burglar proofing with mild steel frame around the tank	nr	1		
601	Supply and install all tank plumbing appurtenances. GI pipes to be used on all exposed sections. 1 Inch dia inlet pipe, 1.5 inch dia outlet pipe, each with gate valve. A water meter and ball float valve to be provided on the inlet line. Rate to include connecting to the internal toilet plumbing using 1 inch dia PPR pipe.	sum	1		
	ITEM No.3 SUB TOTAL CARRIED TO BILL 3.2.3 COLLECTION PAGE				

4.0	GALVANISED CHAINLINK FENCE AND GATE				
13	Install galvanised chainlink fence (3mm wire diameter) for the elevated tank fixed on reinforced concrete poles 2 m height above ground and max spacing of 2.5 m c/c well anchored to the ground with a mass concrete beam mix (C15/20).	m	12		
22	Provide all materials, fabricate and install a Steel gate 1.5m wide as per the drawings The gate to must be locable. The rate to include for painting with 2 coats of approved paint and construction of reinforced columns.	Provis ional sum	1		60000
	ITEM No.4 SUB TOTAL CARRIED TO BILL 3.2.3 COLLECTION PAGE				
Page NO	DESCRIPTION				AMOUNT (Kshs)
1	TOWER FOUNDATION/ SUBSTRUCTURE				
2	MAIN TOWER (STRUCTURAL WORKS)				
3	INSTALLATION OF TANKS AND PLUMBING				
4	GALVANISED CHAINLINK FENCE AND GATE FOR THE TANK SITE				
	Grand total for BILL 3.2.3: Construction of Elevated water tower Carried Forward to Bill 3.2 Collection Page:				

BILL 3.2.4- SOLID WASTE MANAGEMENT					
ITEM	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
201	Supply and Installation of Modern Waste Collection Bins by Using 7.5 m <sup>3</sup> Dumpsters for Collection of Municipal Solid Waste at Designated Locations in informal settlement and other related Miscellaneous works. (To fit	Nr	2		

	within the Nyeri County Government waste collection bins specifications)				
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Bill No. 3.2.4 Total Carried to Bill 3.2 Collection Page	400,000
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ITEM	DESCRIPTION	AMOUNT (Kshs)
	BILL 3.2 COLLECTION PAGE  TOTAL BILL 3.2.1- FOUR STANCES ABLUTION BLOCK TOTAL BILL 3.2.2- CONSTRUCTION OF SEPTIC TANK AND SOAK PIT TOTAL BILL 3.2.3- ELEVATED WATER TOWER TOTAL BILL 3.2.4- SOLID WASTE BINS	
	BILL 3.2 TOTAL CARRIED TO BILL 3 SUMMARY PAGE	

**KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2**  
**ROADS/DRAINAGES/INFRASTRUCTURE/WATER AND SANITATION WORKS IN KENYA**  
**INFORMAL SETTLEMENTS**  
**BILL 3: Ihwagi Settlement**

**BILL 3 :IHWAGI SUMMARY**

BILL NO.	SUMMARY OF COST ESTIMATES	COST (Kshs)
Bill 3.1	Water supply works	
Bill 3.2	Sanitation works	
<b>BILL 3 TOTAL CARRIED TO BILL GRAND SUMMARY PAGE</b>		

SIGNATURE OF BIDDER: .....

NAME OF AUTHORIZED REPRESENTATIVE: .....

COMPANY STAMP:  
 .....

DATE: .....

**KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2**

**Water and Sanitation works for Kiamwathi Informal Settlement**

**Kiamwathi SETTLEMENT**

**BILL 4.1 SANITATION**

**BILL 4.1- SOLID WASTE MANAGEMENT**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
201	Supply and Installation of Modern Waste Collection Bins by Using 7.5 m3 Dumpsters for Collection of Municipal Solid Waste at Designated Locations in informal settlement and other related Miscellaneous works. (To fit within the Nyeri County Government waste collection bins specifications)	Nr	2		
Bill No. 4.1 Total Carried Forward to Bill 4 Summary Page:					

**KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2**  
**ROADS/DRAINAGES/INFRASTRUCTURE/WATER AND SANITATION WORKS IN KENYA**  
**INFORMAL SETTLEMENTS**  
**BILL 4: Kiamwathi Settlement**

**BILL 4 :KIAMWATHI SUMMARY**

BILL NO.	SUMMARY OF COST ESTIMATES	COST (Kshs)
Bill 4.1	Sanitation works	
<b>BILL 4 TOTAL CARRIED TO BILL GRAND SUMMARY PAGE</b>		

SIGNATURE OF BIDDER: .....

NAME OF AUTHORIZED REPRESENTATIVE: .....

COMPANY STAMP:  
 .....

DATE: .....

**KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2**

**Water and Sanitation works for Kiawara Informal Settlement**

**KIAWARA SETTLEMENT**

**BILL 5.1: SANITATION**

**BILL 5.1.1 - SEWERLINES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	<p>These works are to be carried out along narrow wayleaves where there may be some existing active services (electrical, water, e.t.c). This should be considered in the Contractor's rates.</p> <p>Specific conditions in execution of these Works are deemed to be included in the Contractor's rates. These include but are not limited to the following:</p> <ul style="list-style-type: none"> <li>i. Pedestrian and vehicular Access to individual shops / plots to be maintained at all times</li> <li>ii. Safety hoarding, lighting, bands, warning signs, etc. to be maintained at all times.</li> <li>iii. Condition of wayleave.</li> </ul> <p>GENERAL ITEMS</p> <p>Specified Requirements</p>				
271	Allow for traffic management during implementation of the works	Item	LS		
277	Allow for dewatering to keep trenches and other excavation free of water.	Item	LS		
	SITE INVESTIGATION				

112	Trial holes where ordered to prove location, construction size etc of pipelines, services or existing structures. Depth n.e 3m (Provisional)	nr	44		
	DEMOLITION AND SITE CLEARANCE				
	Rate to include cart away to approved tips				
	Site Clearance				
110	General clearance along the sewerline 3 m wide	m	2200		
PAGE TOTAL CARRIED TO BILL 5.1.1					
COLLECTION PAGE					
ITEM NO	DESCRIPTION	UNIT	QTY		
3	Removal of Stumps (Provisional)				
	Grub up stumps and roots and cart away to tips				
310	Girth: n.e. 1.0 m	nr	11		
	Note: Girth shall be measured 0.5 m above ground level				

561	<p>Other structures of indeterminate construction Volume not exceeding 50m<sup>3</sup></p> <p><b>PIPEWORK - PIPES</b></p> <p><b>A - SUPPLY OF PIPES</b></p> <p>Supply, Transport to Site and Store. The rate to include jointing materials, bolts, gaskets, rubber rings, etc.</p>	nr	22		
5	Double Walled Corrugated (DWC) Pipes, SN 8				
523.1	<p>DN 300mm DWC SN 8 Pipes</p> <p><b>B - PIPE LAYING</b></p> <p>The rate quoted shall be deemed to include excavation and backfilling with selected excavated material, of pipe trenches. The rates shall also include disposal of surplus material to approved tips, transport of material from site store to working areas, laying and jointing of pipes including testing (To include provision of Materials, Personnel, Testing Equipment etc).</p>	m	2,200		
<p><b>PAGE TOTAL CARRIED TO BILL 5.1.1 COLLECTION PAGE</b></p> <hr/>					
<p><b>BILL 5.1.1 - SEWERLINES</b></p>					

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
532	Nominal bore: 300 mm in trenches Depth not exceeding 1.5m	m	2,200		
	<b>PIPEWORK - MANHOLES AND PIPEWORK ANCILLARIES</b>				
13	In Situ Concrete Manholes  The rates entered shall include excavation in material other than rock, construction of the manhole, reinforced concrete cover slab, installation of heavy duty (40 tonnes) glass reinforced plastic/fibre reinforced plastic frame and manhole triangle covers, step irons, backdrop and fittings where necessary, excavation for working, trimming the base of the excavation, shuttering where necessary, backfilling and compaction around the finished manhole and disposing of surplus soil , spreading and making good.				
151	Reinforced Manhole internal diameter 1050mm, depth n.e. 1.5m	Nr	37		
652	Allow for crossing existing masonry boundary walls, including reinstatement to original state. Nominal bore not exceeding 400mm	Nr	0		
PAGE TOTAL CARRIED TO BILL 5.1.1					
COLLECTION PAGE					

BILL 5.1.1 - SEWERLINES					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
671	Allow for crossing existing lined drains and sewers, and reinstate these after construction of sewer has been completed. Pipe inside diameter n.e. 400mm	Nr	3		
7	Reinstatement				
732.1	Breaking up, temporary and permanent reinstatement of gravel road to the satisfaction of the Engineer. Nominal bore n.e. 500mm.	m	10		
732.2	Breaking up, temporary and permanent reinstatement of Cabro paved road/ surfaces to standard or specific design required by relevant Authourity and to the satisfaction of the Engineer. Nominal bore n.e. 400mm.	m	20		
732.3	Allow for micro tunnelling for Tarmac road according to standard as required by relevant Authourity and to the satisfaction of the Engineer. Nominal bore n.e. 400mm.	m	10		
751	Allow for reinstatement of surfaces after completion of the Works, all to the satisfaction of the Engineer.	m	1,100		
	PIPEWORK - ANCILLARIES TO LAYING AND EXCAVATION				

	Extras to excavation in pipe trenches				
111.1	Excavation in rock Class A	m3	270		
111.2	-Ditto- but rock Class B	m3	140		
111.3	-Ditto- but rock Class C	m3	140		
	Extras to excavation in manholes and manhole with backdrops				
121.1	Excavation in rock Class A	m3	40		
121.2	-Ditto- but rock Class B	m3	10		
121.3	-Ditto- but rock Class C	m3	10		
PAGE TOTAL CARRIED TO BILL 5.1.1 COLLECTION PAGE					
BILL 5.1.1 - SEWERLINES					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
533	Bed, Haunches and Surrounds Granular Material  Prepare surface of trench, provide all materials and place imported granular bed and surround material for pipe, nominal diameter n.e. 500mm	m	1,100		

	Provide and place Mass concrete grade 20/20 in 150mm thick beds, haunches and surround for pipeliness				
543.3	Nominal bore n.e. 300 mm.. Surround Type D	m	1,100		
PAGE TOTAL CARRIED TO BILL 5.1.1 COLLECTION PAGE					
BILL 5.1.1 COLLECTION PAGE					
	Total Page 1				
	Total Page 2				
	Total Page 3				
	Total Page 4				
	Total Page 5				
BILL 5.1.1 TOTAL CARRIED TO BILL 5.1 COLLECTION PAGE					
BILL 5.1.2 - CUSTOMER CONNECTIONS (TYPE A)					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)

	<p>Quantities below are for a Typical Connection</p> <p>The connection works are to be carried out in liason with with the respective Water Service Provider, who will receive, process and approve the applications for connections as per technical specification.</p> <p>The Contractor to confirm with Resident Engineer the exact number of connections and their locations before ordering materials and carrying out any works under this Bill.</p> <p>Consumer Connection Works will commence during the Construction Period and minimal works can extend to the Defects Liability Period (DLP). The connections will be carried out as soon as the sewers are commissioned. Taking Over will be on completion of the Connections. The Contractor should allow for this in their rates. There will be no extra cost of carrying out the Connection Works during DLP.</p> <p>GENERAL ITEMS</p>				
	Specified Requirements				
260	Allow for water testing of the sewer connection including sewer pipes and inspection chambers as specified including all requisite Materials, Personnel, Testing Equipment etc.	m	15.0		
277	Allow for keeping trenches and other excavation free of water which may have entered through ground seepage, rain or by other means as directed by the Engineer.	Item	LS		

511	<b>PIPEWORK</b>  A - Supply of Pipes  The rate to include jointing materials, bolts, gaskets, rubber rings, etc.  DN 200 mm DWC sewer pipe SN 8	m	15.0		
PAGE TOTAL CARRIED TO BILL 5.1.2 COLLECTION PAGE					
<b>BILL 5.1.2 - CUSTOMER CONNECTIONS (TYPE A)</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
512	<b>B - Pipe Laying</b>  The rate quoted shall be deemed to include excavation and backfilling with selected excavated material, of pipe trenches. The rates shall also include disposal of surplus material to tips identified by the Contractor in liaison with the Local Authority, transport of material from site store to working areas, laying and jointing of pipes and fittings.  Depth not exceeding 2m  <b>PIPE FITTINGS</b>	m	15.0		

	<p>45° DWC Y-Junctions</p> <p>Supply, transport, lay, joint and test, 45° DWC Y junctions. The rate to include lean concrete plug, jointing material, rubber rings etc.</p>				
423.1	DN 200 mm branch off DN 300 mm Mainline	Nr	1		
	<b>MANHOLES AND PIPEWORK ANCILLARIES</b>				
21	Masonry Inspection Chambers				
211	Excavate for, provide all materials and construct 600 x 450mm Masonry Inspection Chamber, in accordance with drawings. Include for provision and fixing of light duty rectangular GRP frame and cover. The rate should be inclusive of two flexible joints adjacent to the Inspection Chamber as detailed. and provision of boxout and sealing for all pipes. Depth not exceeding 1.5m	Nr	1.0		
	<b>Crossings</b>				
651	Allow for crossing existing boundary wall/ fence, including reinstatement to original state. Pipe nominal bore not exceeding 150mm (Provisional)	Nr	1.0		
671	Allow for crossing existing lined drains and reinstate after construction of sewer. Pipe nominal bore n.e. 150mm (Provisional)	Nr	1.0		
	<b>ANCILLARIES TO LAYING AND EXCAVATION</b>				
	Extras to excavation and backfilling in pipe trenches				

111.4	Excavation in rock Class A	m3	3.0		
111.5	-Ditto- but rock Class B	m3	1.0		
111.6	-Ditto- but rock Class C	m3	1.0		
	MISCELLANOUS WORKS				
	Final Connection to Toilet				
51	Allow for provisional sum for connection to inspection chamber of the existing toilet . Rate to include all pipes and fittings	Nr	1.0		
PAGE TOTAL CARRIED TO BILL 5.1.2 COLLECTION PAGE					
BILL 5.1.2 - CUSTOMER CONNECTIONS (TYPE A)					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	BILL 5.1.2 Collection Page				
	Total Page 1				
	Total Page 2				

	COST FOR ONE (1) CONSUMER CONNECTION				
	COST FOR PROPOSED CONNECTIONS	Nr	350		
BILL 5.1.2 TOTAL CARRIED TO BILL 5.1 COLLECTION PAGE					
BILL 5.1.3- SOLID WASTE MANAGEMENT					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
201	Supply and Installation of Modern Waste Collection Bins by Using 7.5 m3 Dumpsters for Collection of Municipal Solid Waste at Designated Locations in informal settlement and other related Miscellaneous works. (To fit within the Nyeri County Government waste collection bins specifications)	Nr	2		
Bill No. 5.1.3 Total Carried Forward to Bill 5.1 Collection Page:					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	BILL 5.1 COLLECTION PAGE				
	TOTAL BILL 5.1.1 - SEWERLINES				

	TOTAL BILL 5.1.2 - COSUMER CONNECTIONS  TOTAL BILL 5.1.3 - SOLID WASTE MANAGEMENT	
	BILL 5.1 TOTAL CARRIED TO BILL 5 SUMMARY PAGE	

**KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2**  
**ROADS/DRAINAGES/INFRASTRUCTURE/WATER AND SANITATION WORKS IN KENYA**  
**INFORMAL SETTLEMENTS**  
**BILL 5: Kiawara Settlement**

**BILL 5:KIAWARA SUMMARY**

BILL NO.	SUMMARY OF COST ESTIMATES	COST (Kshs)
Bill 5.1	Sanitation works	
<b>BILL 5 TOTAL CARRIED TO BILL GRAND SUMMARY PAGE</b>		

SIGNATURE OF BIDDER: .....

NAME OF AUTHORIZED REPRESENTATIVE: .....

COMPANY STAMP: .....

DATE: .....

**KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2**

**Water and Sanitation works for Mweiga Informal Settlement**

**MWEIGA SETTLEMENT**

**BILL 6.1: - WATER COMPONENT**

**BILL 6.1.1 - WATER PIPELINES**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	<p>These works are to be carried out along narrow wayleaves where there may be some existing active services (electrical, water, e.t.c). This should be considered in the Contractor's rates.</p> <p>GENERAL ITEM</p>				
25	Testing of works				
25.11	Pressure testing and commissioning for the pipeline, including all necessary equipment, materials and labour for the works e.g. delivery of water for testing, fittings, disposal of used water. Pipe diameter 50 - 100 mm	m	10,660		
25.2	Disinfection of Pipe lines: flushing with clear water, filling with water containing 0.05 g/l calcium hypochlorite for 24 hours. This includes supply of all necessary equipment, materials, chemicals and water, measurement of residual chlorine, all as specified. Pipe diameter 50 - 100 mm	m	10,660		
	DEMOLITION AND SITE CLEARANCE				

1	General clearance 3m wide corridor along the pipeline. Including bushes, shrubs and small trees not exceeding 300mm girth and grubbing up roots	m	10,660.00		
3	Removal of Stumps (Provisional) Grub up stumps and roots and cart away to approved tips				
3.1	Girth: 0.5 m - 1.0 m	nr	107		
3.2	Girth: 1.0 m - 2 m	nr	107		
	Note:- Girth shall be measured 0.5 m above ground level				
	<b>PIPE WORK - PIPES</b>				
	Provide and Lay				
	Rate to include Purchase, transportation, laying, jointing, excavation in normal material depth n.e. 2.0 m, preparation of surfaces, disposal of excavated material, shoring sides of excavation, dewatering and backfilling with suitable selected excavated material, to Specifications.				
	<b>HDPE PN 16</b>				
712	OD 32mm	m	36		
712.1	OD 50mm	m	1,309		
712.2	OD 63mm	m	5,534		
712.3	OD 110mm	m	3,781		

	Galvanised Iron (Class B )				
712.4	DN 50mm	m	120		
712.5	DN 75mm	m	310		
712.6	DN 100mm	m	320		
<p>^^</p> <p>PAGE TOTAL CARRIED TO BILL 6.1.1 COLLECTION PAGE</p>					
<p>BILL 6.1.1 - WATER PIPELINES</p>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	<p>PIPE WORK - FITTINGS AND VALVES (Provisional)</p> <p>Provide and Install (Rate to include supply of jointing materials, Stainless steel bolts, nuts, gaskets etc as applicable)</p>				
	HDPE PN16Bends				

	OD 110 mm				
611.1	45°	Nr	1		
611.2	90°	Nr	1		
	OD 90 mm				
611.3	90°	Nr	6		
	OD 63 mm				
611.4	90°	Nr	2		
	GI Bends (Class B, Threaded)				
	DN 100 mm				
311.1	45°	Nr	1		
311.2	90°	Nr	1		
	DN 75 mm				
311.3	45°	Nr	1		
311.4	90°	Nr	1		
	DN 50 mm				
311.5	45°	Nr	1		
311.6	90°	Nr	1		
	Junctions				
621.1	OD 110mm x OD 63mm HDPE Tee	Nr	7		
621.2	OD 110mm x OD 50mm HDPE Tee	Nr	5		
621.3	OD 90mm x OD 63mm HDPE Tee	Nr	5		
621.4	OD 63mm x OD 63mm HDPE Tee	Nr	15		
621.5	OD 63mm x OD 50mm HDPE Tee	Nr	10		
	Valves				

	<p>Supply, handle, deliver to site, fix in place and test inclusive of all fittings as in the Standard drawings . Valves to BS 5163 and EN 1074 Standards.</p> <p>Rate for valves shall also include for all necessary fittings (Tees, Spigot pipes etc) as per drawings</p> <p>PN16 Line Gate Valves (Flange)</p>				
911.1	DN 110 mm	Nr	2		
911.2	DN 90 mm	Nr	6		
	Air-Valves				
	Air Valves shall be Anti shock combination air valves, with a built in anti-water hammer non slam surge prevention system.To include an isolation valve.of DN 50 mm				
861.1	PN 16 DN 50 mm	nr	5		
	Washout valves				
	Gate valve for washout to be supplied with an extension spindle n.e. 2m and a Tee Key. Rate to include invert tee and extension pipe to drain				
911.3	DN 50 Washout Valve on OD 110mm pipe	nr	3		
911.4	DN 50 Washout Valve on OD 63mm pipe	nr	3		
^^					
	PAGE TOTAL CARRIED TO BILL 6.1.1 COLLECTION PAGE				
	BILL 6.1.1- WATER PIPELINES				

TEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	Water Meters				
	MultiJet bulk cold water meters. Water meters to be as specified in Clause 4060 of the specifications				
911.5	DN 100mm	nr	2		
911.6	DN 90mm	nr	1		
	Hydrant				
	Providing & fixing single headed stand post type external yard hydrant comprising of 100mm dia gun metal female instantaneous single outlet, bend complete with all specials and accessories as required as per IS:908-1975. Rate to include Tee and associated fittings				
911.7	DN 100 mm	nr	1		
	ANCILLARY WORKS				
	Chambers, ducts, culverts, crossings, thrust and anchor blocks, reinstatement and others as listed and specified in drawings.				

112.1	<p>Note:- Items for work in this class shall include:-                  - Excavation, preparation of surfaces, disposal of excavated material, shoring sides of excavation, backfilling and removal of redundant services.                  - Concrete, masonry blocks, reinforcement, formwork, joints and finishes.                  - Tips for disposal of excavated material or debris to be identified by the Contractor in liaison with the Local Authority.</p> <p>In Situ Chambers</p> <p>Provide all materials and construct Valve chamber internal dimensions 1000mm x 1000mm. Include for supply and fixing of lockable cover and step irons, as detailed in drawing</p> <p>Depth: not exceeding 2.0 m</p>	nr	3		
<p>^^</p> <p>PAGE TOTAL CARRIED TO BILL 6.1.1                  COLLECTION PAGE</p>					
<p>BILL 6.1.1 - WATER PIPELINES</p>					

TEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	Road Crossings				
	Extra-overs for normal pipe laying for road crossing works: to include breaking up and permanent reinstatement of roads and provision of a sleeve as per standard drawings				
731.2	Pipe bore: n.e. 110 mm on gravel road	m	60		
	Marker Posts				
	Provide and install RC standard marker posts for:				
82.1	Air Valves inscribed AV	nr	0		
82.2	Washouts, inscribed WO	nr	3		
82.3	Sluice Valves, inscribed SV	nr	0		
82.4	Along Pipeline at 300 m spacing and at change of directions, , inscribed "WM" and Diameter of the Pipeline	nr	36		
	PIPEWORK - SUPPORTS AND PROTECTION, ANCILLARIES TO LAYING AND EXCAVATION				
	Extras over excavation and backfilling for excavation in Rock. Rate to include carting away and disposal. In pipe trench and chambers (Provisional).				
111.1	Excavation in trench for rock class "A"	m <sup>3</sup>	81		
111.2	Excavation in trench for rock class "B"	m <sup>3</sup>	81		
111.3	Excavation in trench for rock class "C"	m <sup>3</sup>	81		

Note:- Blasting is NOT permitted for Item L11

PAGE TOTAL CARRIED TO BILL 6.1.1  
COLLECTION PAGE

BILL 6.1.1 - WATER PIPELINES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
54	Reinforced Concrete Surround (Provisional)				-
551	150mm thick reinforced Concrete Surround Class 15/20 to pipe as per Standard Drawings at locations directed by the Engineer. Rate to include for formwork, supports, vibrating, etc.	m	107		
	CLASS X:- MISCELLANEOUS				
51	Supply and install with item decrypted before, traceable warning tape, permanently imprinted with="CAUTION WATER PIPE", color= blue, width= 50mm, thickness= 5mm.	m	10,660		

PAGE TOTAL CARRIED TO BILL 6.1.1  
COLLECTION PAGE

BILL 6.1.1 - WATER PIPELINES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
1	BILL 6.1 COLLECTION PAGE From page 1				
2	From page 2				
3	From page 3				
4	From page 4				
5	From page 5				

BILL 6.1.1 TOTAL CARRIED TO BILL 6.1 COLLECTION  
PAGE

BILL 6.1.2- WATER CONSUMER CONNECTIONS

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	BILL 6.1.2- WATER CONSUMER CONNECTIONS				

	<p>Last Mile Water connections are limited by the connections identified by the employer</p> <p>Typical 1 connection</p> <p><b>PIPEWORK- PIPES</b></p>			
14	<p>Provide, lay and joint HDPE PN16 pipes, PE 100. Rate to include excavation and backfilling of trenches, depth not exceeding 1.5 m. Include for preparation of trench surfaces; upholding sides of the excavation, disposal of excess excavated material, removal of dead services except to the extent that such work is included in classes J, K and L</p>			
411	<p>Nominal bore OD20 mm inclusive of valve sockets</p> <p><b>PIPEWORK- FITTINGS AND VALVES</b></p> <p>Provision and installation of valves and HDPE fittings</p> <p>Junctions and branches - Tees or Saddles</p>	m	50	
321.1	<p>DN 150 x 50 threaded branch</p> <p>Bends/ elbows</p>	Nr	1	
411	<p>Nominal bore 15mm</p> <p>Gate valves to BS 5163, PN 16, flanged to BS 4772</p>	Nr	2	
811.1	Nominal bore 15mm	Nr	1	
811.2	Stop cork tap nominal bore 15mm	Nr	1	
811.3	Water meter DN 15 mm	Nr	1	
	<p><b>CLASS K : PIPEWORK- MANHOLES AND PIPEWORK ANCILLARIES</b></p>			
671	Allow for drain crossings	Nr	1	
731	Allow for breaking, and temporary and permanent reinstatement of murrum roads	m	1	

741	Allow for breaking up, temporary and permanent reinstatement of murram foot paths	m	1		
810	Allow for reinstatement of drains	m	1		
861	Allow for installation of prefabricated Meter box	Nr	1		
	<b>CLASS L: PIPEWORK- SUPPORTS AND PROTECTION, ANCILLARIES TO LAYING AND EXCAVATION</b>				
11	Excavation in rock various classes (0.045m3/m)	m3	0.25		
	Total a Typical Water Connection				
	Total Amount for ALL Connections Proposed for Mweiga		450		
<b>BILL 6.1.2 TOTAL CARRIED TO BILL 6.1 COLLECTION PAGE</b>					
<b>ITEM NO</b>	<b>DESCRIPTION</b>				<b>AMOUNT (Kshs)</b>
	BILL 6.1 COLLECTION PAGE				
	TOTAL BILL 6.1.1 - WATERLINES				
	TOTAL BILL 6.1.2 - CONSUMER CONNECTIONS				
<b>BILL 6.1 TOTAL CARRIED TO BILL 6 SUMMARY PAGE</b>					

KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2					
Water and Sanitation works for Mweiga Informal Settlement					
MWEIGA SETTLEMENT					
BILL 6.2 : SANITATION					
BILL 6.2.1 - SOLID WASTE MANAGEMENT					
ITEM	DESCRIPTION	UNIT	QTY	RATE (KShs)	AMOUNT (KShs)
201	Supply and Installation of Modern Waste Collection Bins by Using 7.5 m3 Dumpsters for Collection of Municipal Solid Waste at Designated Locations in informal settlement and other related Miscellaneous works. (To fit within the Nyeri County Government waste collection bins specifications)	Nr	2		
Bill No. 6.2 Total Carried Forward to Bill 6 Summary Page:					

**KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2**  
**ROADS/DRAINAGES/INFRASTRUCTURE/WATER AND SANITATION WORKS IN KENYA**  
**INFORMAL SETTLEMENTS**  
**BILL 6: Mweiga Settlement**

**BILL 6 :MWEIGA SUMMARY**

BILL NO.	SUMMARY OF COST ESTIMATES	COST (Kshs)
Bill 6.1	Water supply works	
Bill 6.2	Sanitation works	
<b>BILL 6 TOTAL CARRIED TO BILL GRAND SUMMARY PAGE</b>		

SIGNATURE OF BIDDER: .....

NAME OF AUTHORIZED REPRESENTATIVE: .....

COMPANY STAMP: .....

DATE: .....

<b>KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2</b>					
<b>ELECTRICAL WORKS BILL OF QUANTITIES</b>					
<b>NYERI COUNTY HIGH MAST FLOOD LIGHT</b>					
<b>BILL 7: High Mast Floodlight (30M Monopole)</b>					
<b>KIAWARA,IHWAGI</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
2.0	BILL NO 7.1 : HIGH MAST (30M MONOPOLE FLOOD LIGHTING)				
	Supply, Installation, Testing, Training & Commissioning of the Following:				
X601	30metre monopoles eight sided (octagonal) continuously tapered and fabricated from 30mm thick heavy duty corrosion free mild steel lighting column for high mast lighting system. The high mast column to be painted red and white colours on the outer surface.	Nr	2		
X602	Luminaire carriage assembly for mounting 9No. 400W LED floodings ; remote controlled and automatic on/ off switching system and other necessary items	Nr	2		
X603	Supply, Install, Test and Commission 400W High Powered LED Floodlights X 60 degree lens. To conform to OSRRAM/CREE chip standards producing 120 lumens per watt, with a working life of atleast 50000 hours and a 5 year warranty complete with mounting bracket. Light power rating to be 240 VAC. Product to have ISO and KEBS Certification. or Approved Equivalent.	NO	18		

X604	Wiring from lighting fitting to the cut out fuses with 6.0sq-mm 4core copper flex cable.	LM	90		
X605	Assemble mechanical (both automated/manual operated ) winch system for lowering & raising in each mast	ITEM	2		
X606	Air termination spike complete with base and clamp 25x4mm copper tape. Earth electrode complete with test clamps and all other approved accessories.	ITEM	2		
X607	Burglar proof metal pillar coated appropriately and comprising the following;-  The control pillar to be raised to a height of of 5 meters on the pole . the pole to contain a bend at the same height of 5 M. that the kplc wire will				
	a) 100A, 2-Way TPN D/board as Crabtree or approved equivalent	NO	2		
	b) SP/TP miniature circuit breakers for above item				
	i. 10A SP MCB	NO	18		
	ii. 63A TP MCB	NO	4		
	iii. Blanking Plates	NO	6		
	c) 240V,40A single-pole contactor as Telemecanique or approved equivalent.	NO	6		
	d) 24Hrs Timer switch with 100 hours reserve or approved equivalent.	NO	6		
	e) Supply of LED type single dome aviation obstruction light fitting with lamp.	ITEM	2		
X608	Allow for Earthing and bonding of both the Structures as follows to Engineers Approval:				

	(a) Earth inspection concrete chamber 300mm X 300mm X 300mm with an air tight inspection cover to approval	ITEM	2		
	(b) 16mm nominal diameter by 1500mm threaded copper bond earth rod driven to ground	NO	2		
	(d) Driving stud for the above item	NO	2		
	(d) 16.0mm <sup>2</sup> SC/PVC/SWA earth copper cable c/w appropriate cable lugs	LM	100		
	Sub-Total Carried Forward to Bill Summary				
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
3.0	BILL NO 7.2: CIVIL AND STRUCTURAL WORKS FOR 1 NO. 30M MONOPOLE				
X701	Excavation over site top soil average 200mm deep load and cart away to the Engineers Approval.	CM	7		
X702	Excavation for base starting from stripped level to a minimum of 2.0metres deep to be approved by the Engineer.	CM	63		
X703	Concrete Works:				
	(a) 100mm thick concrete blinding under foundations (mix 1:4:8)	CM	3		
X704	Vibrated reinforced concrete: (mix 1:1.5:3) Grade 25 (20mm aggregate) in:				
	(a) Foundation Bases	CM	22		
	(b) Column Stanchion	CM	7		
X705	High yield square twisted bar reinforcement to BS 4449; including bends, hooks, binding wire, distance blocks and spacers supporting all in position.				

	(a) 16mm diameter	KG	1075		
	(b) 12mm diameter	KG	650		
X706	Hold Down Bolts/Foundation Bolts				
	(a) Supply and Cast in reinforced concrete column stanchion M38 Grade 8.8 high tensile steel bolts 450mm long 60mm diameter to BS 7419 supplied with nuts and washers	ITEM	12		
	(b) Supply metal base plate matching or superior gusset plate supplied/fabricated on unipole minimum thickness 25mm	ITEM	2		
	Sub Total Carried Forward to Bill Summary				
	Total for Concrete bases	NO.	2		
ITEM NO.	DESCRIPTION				AMOUNT (Kshs)
2.0	Bill No. 7.1: Floodlighting and Other Services Brought forward				
3.0	Bill No. 7.2: Civil and Structural Works Brought Forward				
4.0	Allow for attendance and follow up for Kenya Power services comprising of application for permanent 3 phase service line installation and meter connections				
	TOTAL				

**KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2**  
**ROADS/DRAINAGES/INFRASTRUCTURE/WATER AND SANITATION WORKS IN KENYA**  
**INFORMAL SETTLEMENTS**  
**BILL 7: High Mast Flood Light**

**BILL 7: HIGH MAST FLOOD LIGHT**

BILL NO.	SUMMARY OF COST ESTIMATES	COST (Kshs)
Bill 7	High mast flood light	
<b>BILL 7 TOTAL CARRIED TO BILL GRAND SUMMARY PAGE</b>		

SIGNATURE OF BIDDER: .....

NAME OF AUTHORIZED REPRESENTATIVE: .....

COMPANY STAMP: .....

DATE: .....

**KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2**

**Road works for Nyeri County**

**BILL 8: Detailed Bill of Quantities (ROAD A CHORONGI, KM 0+000-KM 0+930)**

**BILL NO.8.1: SITE CLEARANCE AND TOP SOIL STRIPPING**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
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Note: All haulage is to be included in the Contractor's rates and prices. There is no separate payment for overhaul

4.01	Clear site on road reserve including removal of trees,hedges, bushes, and other vegetation or deleterious organic material , grub up roots in accordance with the specifications	m2	8,370.00		
4.02	Remove upto 0.2m top soil including removal of all grass, transport to spoil and spread or stockpile for re-use as directed by the Engineer	m3	1,488.00		
4.03	Excavate, remove and dispose existing pipe culverts including the inlet and outlet structures as directed by the Engineer	m	50.00		

Total Carried Forward to Summary:

**BILL NO.8.2: EARTHWORKS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
5.01	Cut to spoil in soft material as directed by the Engineer including excavation in swamps.	m3	3,906.00		
5.02	Cut to fill in hard material	m3	500.00		
5.03	Provide and fill in soft material from borrow pits and compact	m3	2,604.00		
5.04	5.03 but in hard material	m3	867.13		
5.05	Provide, spread, water, process and compact 300 mm improved subgrade to 100% MDD (AASHTO T99) in two layers of 150 mm thickness.	m3	2,092.50		

5.06	Scarify, water and Compact existing ground	m2	976.50		
Total Carried Forward to Summary:					
<b>BILL NO. 8.3: Excavation for Structures</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
7.01	Excavate in soft material to any depth, compact the surface to receive the gabions	m3	576		
7.02	Extra over item 7.01 for excavation in hard material	m3	288		
7.03	Provide and fix gabion mesh for boxes and mattresses, including diaphragms	m2	288		
7.04	Provide, haul over any distance and place rockfill to gabion boxes and mattresses	m3	288		
7.05	Provide 50mm thick concrete class 15/20 to exposed surfaces of the gabion boxes and mattresses	m3	14.4		
Total Carried Forward to Summary:					
<b>BILL NO. 8.4: CULVERTS AND DRAINAGE</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
8.01	Excavate in soft material to the range of depths stated below for pipe culverts, subsoil drains, headwalls, wing walls, aprons, toe walls, drop inlets, mitre drains, cut off drains, outfall to free flowing, catch water drains and median drains including support of trench sides, backfilling and compacting as specified or as instructed by the Engineer.	m3	1,627.20		
8.02	As item 8.01 but in hard material	m3	541.86		
8.03	Provide, place and compact class 20/20 precast/in situ concrete to side drains as	m3	508.50		

	instructed by the Engineer inclusive of formwork				
8.04	Provide BRC Mesh A142 for side drains, outfall drains and access culverts	m2	3,441.84		
8.05	Provide, lay and joint 600 mm I.D. Precast Concrete pipes	m	30.00		
8.06	Provide, lay and joint 900 mm I.D. precast Concrete pipes	m	180.00		
8.07	Provide, lay and joint 1200 mm I.D. precast Concrete pipes	m	30.00		
8.08	Provide and place Class 25/20 concrete for side walls, head walls, top slabs, trenches, drains, retaining walls, toe walls to pipe culvert and to the side drain base.	m3	102.60		
8.09	Provide, place and compact class 15/20 for use as bed, haunch and surround, including formwork	m3	222.10		
Total Carried Forward to Summary:					
<b>BILL NO.8.5: PASSAGE OF TRAFFIC</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
9.01	Allow a provisional sum for passage of traffic through the works including provision of signs, barriers etc. in accordance with section 907 of the standard specifications.	Days	180.00		
9.02	Allow a percentage for contractor's overhead and profit	%			
9.03	Provide, spread, water and compact gravel on deviation roads thickness 150mm	m3	720.00		
Total Carried Forward to Summary:					
<b>BILL NO 8.6: SHOULDER TO PAVEMENT AND FOOTPATH</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)

11.01	Provide, Place, water and compact 150mm natural gravel of CBR greater than 15% for walkway as directed by the Engineer	m <sup>3</sup>	139.5		
Total Carried Forward to Summary:					
<b>BILL NO 8.7: NATURAL MATERIAL BASE AND SUBBASE</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
12.01	Provide, spread, water, process and compact to 95% MDD (AASHTO T180) gravel of subbase quality on carriageway, accesses, junctions and shoulders or as instructed by the Engineer.	m <sup>3</sup>	1,220.63		
12.02	Provide, lay, and compact natural gravel as base for carriageway, junctions accesses and bus bays as directed by the Engineer.	m <sup>3</sup>	871.88		
Total Carried Forward to Summary:					
<b>BILL NO.8.8: CEMENT AND TREATED LIME MATERIAL</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
14.01	Provide, store and transport to site of works cement improvement agent for Base as specified or instructed by the Engineer	Ton	50.22		
14.02	Mix the Base material with the instructed cement quantity, use a pulvimixer, grade with a motor grader and compact with a road roller at OMC to achieve the desired unconfined compressive strength and to form a layer of sub-base as specified or instructed by the Engineer	m <sup>3</sup>	871.88		
14.03	Allow for curing and protection of treated sub base as specified or as instructed by the Engineer	m <sup>2</sup>	6,975.00		
Total Carried Forward to Summary:					
<b>BILL NO. 8.9 BITUMINOUS SURFACE TREATMENT</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)

15.01	Clean and prepare surfaces of main carriageway, slip roads, shoulders, busbays, accesses and junctions, provide heat and spray MC-30 cutback bitumen as prime coat at a rate of spray of at 0.8-1.2 l/sqm as instructed by the Engineer	lires	7,254.00		
15.02	Clean and prepare surfaces of main carriageway, slip roads, shoulders, busbays, accesses and junctions, provide heat and spray K1-70 bitumen emulsion as tack coat at a rate of spray of at 0.3-0.8 l/sqm as instructed by the Engineer	litres	4,836.00		
Total Carried Forward to Summary:					
<b>BILL 8.10: BITUMINOUS MIXES</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
16.01	Prepare surfaces, provide, mix, lay and compact Asphaltic Concrete (AC) (Type 2) as wearing course as directed by the Engineer.	m <sup>3</sup>	302.25		
Total Carried Forward to Summary:					
<b>BILL NO.8.11: ROAD FURNITURE</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
20.01	Provide and lay hot applied thermoplastic road marking compound in approved colour and shade (ASTM 9) for road marking on bituminous surface on centerline, 100 mm, edge line 150 mm wide 3.0 mm thick, using fully automatic extrusion machine and using pre-melter for melting thermoplastic material including cleaning the surface of all dirt, dust, and other foreign matter, complete with demarcation at site/pre-marking, finishing and managing the traffic movements. Marking to be done as per the specifications, detailed drawings and as instructed by the Engineer.				

	(i) For lane marking (broken lines) with yellow paint, 100 mm wide	m2	30.97		
	(ii) For edge lines (continuous line) with white paint, 150 mm wide	m2	279.00		
20.02	Supply and fix regulatory/mandatory road sign boards made up with high intensity grade retro-reflective type sheeting (ASTM 9) complete as per the drawings and Technical specifications.	No.	3.00		
20.03	Supply and fix cautionary/warning road sign boards made up with high intensity grade retro-reflective type sheeting (ASTM 9) complete as per the drawings and Technical Specifications	No.	3.00		
20.04	Supply and fix informatory road sign boards made up with high intensity grade retro-reflective type sheeting complete as per drawing and Technical specifications.				
	(i) Area less than 1.0 m2	No.	3.00		
	(ii) Area more than 1.0 m2 but less than 2 m2	No.	3.00		
20.05	Pre-cast/cast-in-situ kerb /divider				
	(i) High Kerb	m	1,395.00		
	(ii) Flash Kerbs	m	1,395.00		
20.06	Construct speed humps and rumble strips on carriageway in locations directed by the Engineer	m <sup>3</sup>	13.20		
20.07	Excavate in any material for, provide all materials, supply and install bollards 150mm diameter class A black pipes circular hollow sections 6mm thick, 200mm diameter with brackets welded at base and filled with compacted concrete class 10/15 and 1:3 cement mortar conical coping on top to the Engineer's satisfaction. The pipes shall be 1000mm long with 550mm protruding above the ground and	No.	20.00		

	the part above ground painted black with a 300mm white reflective strip.				
20.08	Provide, lay and joint 100mm x 125mm concrete channels straight and radius greater than 12m laid on a 100mm x 125mm concrete class 15 bed and haunch.	m	930.00		
Total Carried Forward to Summary:					
<b>BILL № 8.12: PAVING BLOCKS</b>					
23.01	Provide and spread quarry dust on base to a thickness of 50mm on the footpath in preparation for footpath	m <sup>3</sup>	46.5		
23.02	Provide, lay and install 200mm x 100mm x 60mm thick approved precast concrete paving blocks on approved 40mm thick sand bed at the footpaths and other areas as specified on the drawings and as directed by the Engineer. Colour and laying pattern of the blocks to be approved by the engineer.	m <sup>2</sup>	930.00		
Total Carried Forward to Summary:					
<b>BILL № 8.13: LANDSCAPING</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
25.01	Supply, stack and spread approved earth and manure at site including royalty and carriage up to 15 m as instructed by the Engineer.	m <sup>3</sup>	50.00		
25.02	Supply, stack, plant and water flowering/avenue trees of at least 1m height above the ground level in excavated pits of size 1.2m x 1.2m x 1.2m and after planting, removal and stacking of excavated earth to approved location, filling the pit with soil for large and small trees as instructed by the Engineer.	№	10.00		

25.03	Provide, plant and develop the plants, shrubs and flower bed on embankment slopes, inside the embankment and as shown on the drawing in excavated pits of size 0.6 x 0.6 x 0.6 and after planting removal and staking of excavated pits / bed with appropriate material				
	(a) Medium shrubs	N <sub>o</sub>	10.00		
	(b) Small shrubs	N <sub>o</sub>	10.00		
25.04	Transplantation of the existing trees of girth above 600 mm girth as instructed by Engineer, including uprooting, shifting of the tree and placing in excavated pits of suitable size and after transplanting, removal and stacking of excavated earth to approved locations as instructed by the Engineer. Rate to include maintenance of transplanted trees including watering , including labour, all tools and equipment and maintaining up to defect liability period. as instructed by Engineer up to the end of the defect liability period.	N <sub>o</sub>	5.00		
25.05	Grassing as instructed by the Engineer. Rate to include care and watering of the grass until it is firmly established to the satisfaction of the Engineer.				
	(a) Approved "runner" species of indigenous species of grass	m <sup>2</sup>	465.00		
25.06	Provide, plant and develop the lawn in approved variety grass including excavating the existing soil to maximum depth 30 mm removing and stacking of excavated earth to instructed location, dressing the soil in proper slope, mound, fitting the excavation	m <sup>2</sup>	125.00		
25.07	Landscaping of embankment slopes, cut faces, side drains of outfall channels, shoulders, spoil and borrow areas. Rate to include light	m <sup>2</sup>	50.00		

	compaction of the landscaped areas to the satisfaction of the Engineer.				
25.08	Monitor Air quality for SPM, PM10, SO2, NOX, CO & HC in each season with a frequency of 24 hr/day for two consecutive working days per week for two weeks during construction period at three locations as instructed by the Engineer.	No of samples	2.00		
25.09	Monitor Noise levels once in every season for two non consecutive days per week for 2 weeks with an interval of 10 minutes for 24 hr at three locations as instructed by the Engineer.	No of samples	2.00		
25.1	Test water quality at two locations along the project for pH, BOD, TSS, TDS, DO, turbidity and O&G once in each season or as instructed by the Engineer.	No of samples	2.00		
25.11	Test soil quality for heavy metals and oil & grease at the start and end of construction activity at the relevant sections as instructed by the Engineer.	No of samples	2.00		
Total Carried Forward to Summary:					
<b>BILL No 8.14: STREET LIGHTING</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	Supply, install, test and commission the following:				
	All-in-one Solar L.E.D street light system comprising of the following:				
26.01	10m concrete pole complete with a single (1) arm side entry bracket of 1.5m outreach with 1No. All In One (Intergrated) Solar Street Light as per Drawings provided complete with all accessories and spaced at 30m pole to pole distance	No	38		

26.02	<p>Supply and install All in one solar L.E.D street light with the following parameters</p> <p>1) Model No: SSL-A3 All in One Solar Street Light.</p> <p>2) LED : 240w with Bridgelux/CREE/Philipsled chips 3030, 160-170LM/W, 6000K ~6500K(customized 2700k-6500k)</p> <p>3) Solar Panel : 180w High Efficiency Monocrystalline Silicon</p> <p>4) Battery : Inbuilt LIFEPO4 Battery</p> <p>5) Mounting Height : 12M</p> <p>6) Intelligent Light Mode : Time control + Light control + Motion sensor(optional)</p> <p>7) Lifespan: 50,000hrs</p> <p>8) Beam Angel: 150x70°</p> <p>9) Solar Charging Time: 6 hours by bright sunlight</p> <p>10) Back Up : 3 - 7 Cloudy / rainy days</p> <p>11) Lighting Time(Full Power): 12-14hours</p> <p>12) Lighting Time(30% saving mode): 39 hours</p> <p>The brand to be Approved Equivalent by the Electrical Engineer</p>	No	38		
26.03	<p>Earthing for every individual pole comprising of a 6mm<sup>2</sup> earth lead and 1800mm long by 15mm diameter copper earth electrode with a driving tip and clamp in a 150mm by 150mm by 200mm concrete manhole with removable cover. To be covered and not to be seen after completion of surface.</p>	No	38		
26.04	<p>Civil works for reinforced concrete 600mm x 600mm x1000mm streetlight pole foundations of C30 concrete rates to include excavation, backfilling etc.</p>	No	38		
26.05	<p>Testing and commissioning of all luminaires and earthing tests on all pole.</p>	No	38		
Total Carried Forward to Summary:					
Bill No. 8 Carried Forward To Summary Page					

**KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2**

**Road works for Nyeri County**

**BILL 9: Detailed Bill of Quantities (ROAD A IHWAGI KM0+000-0+120, 0+800-0+920)**

**BILL NO.9.1: SITE CLEARANCE AND TOP SOIL STRIPPING**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
Note: All haulage is to be included in the Contractor's rates and prices. There is no separate payment for overhaul					
4.01	Clear site on road reserve including removal of trees,hedges, bushes, and other vegetation or deleterious organic material , grub up roots in accordance with the specifications	m2	2,160.00		
4.02	Remove upto 0.2m top soil including removal of all grass, transport to spoil and spread or stockpile for re-use as directed by the Engineer	m3	384.00		
4.03	Excavate, remove and dispose existing pipe culverts including the inlet and outlet structures as directed by the Engineer	m	50.00		
Total Carried Forward to Summary:					

**BILL NO.9.2: EARTHWORKS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
5.01	Cut to spoil in soft material as directed by the Engineer including excavation in swamps.	m3	1,008.00		
5.02	Cut to fill in hard material	m3	150.00		
5.03	Provide and fill in soft material from borrow pits and compact	m3	672.00		
5.04	5.03 but in hard material	m3	224.00		

5.05	Provide, spread, water, process and compact 300 mm improved subgrade to 100% MDD (AASHTO T99) in two layers of 150 mm thickness.	m3	540.00		
5.06	Scarify, water and Compact existing ground	m3	252.00		
Total Carried Forward to Summary:					
<b>BILL NO. 9.3: Excavation for Structures</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
7.01	Excavate in soft material to any depth, compact the surface to receive the gabions	m3	128		
7.02	Extra over item 7.01 for excavation in hard material	m3	64		
7.03	Provide and fix gabion mesh for boxes and mattresses, including diaphragms	m2	64		
7.04	Provide, haul over any distance and place rockfill to gabion boxes and mattresses	m3	64		
7.05	Provide 50mm thick concrete class 15/20 to exposed surfaces of the gabion boxes and mattresses	m3	3.2		
Total Carried Forward to Summary:					
<b>BILL NO. 9.4: CULVERTS AND DRAINAGE</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
8.01	Excavate in soft material to the range of depths stated below for pipe culverts, subsoil drains, headwalls, wing walls, aprons, toe walls, drop inlets, mitre drains, cut off drains, outfall to free flowing, catch water drains and median drains including support of trench sides, backfilling and compacting as specified or as instructed by the Engineer.	m3	345.60		
8.02	As item 8.01 but in hard material	m3	115.00		

8.03	Provide, place and compact class 20/20 precast/in situ concrete to side drains as instructed by the Engineer inclusive of formwork	m3	108		
8.04	Provide BRC Mesh A142 for side drains, outfall drains and access culverts	m2	737.00		
8.05	Provide, lay and joint 600 mm I.D. Precast Concrete pipes	m	30.00		
8.06	Provide, lay and joint 900 mm I.D. precast Concrete pipes	m	60.00		
8.07	Provide, lay and joint 1200 mm I.D. precast Concrete pipes	m	30.00		
8.08	Provide and place Class 25/20 concrete for side walls, head walls, top slabs, trenches, drains, retaining walls, toe walls to pipe culvert and to the side drain base.	m3	31.00		
8.09	Provide, place and compact class 15/20 for use as bed, haunch and surround, including formwork	m3	67.00		

Total Carried Forward to Summary:

#### BILL NO.9.5: PASSAGE OF TRAFFIC

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
9.01	Allow a provisional sum for passage of traffic through the works including provision of signs, barriers etc. in accordance with section 907 of the standard specifications.	Days	180.00		
9.02	Allow a percentage for contractor's overhead and profit	%			
9.03	Provide, spread, water and compact gravel on deviation roads thickness 150mm	m3	180.00		

Total Carried Forward to Summary:

#### BILL NO 9.6: SHOULDER TO PAVEMENT AND FOOTPATH

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
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11.01	Provide, Place, water and compact 150mm natural gravel of CBR greater than 15% for walkway as directed by the Engineer	m <sup>3</sup>	36.00		
Total Carried Forward to Summary:					
<b>BILL NO 9.7: NATURAL MATERIAL BASE AND SUBBASE</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
12.01	Provide, spread, water, process and compact to 95% MDD (AASHTO T180) gravel of subbase quality on carriageway, accesses, junctions and shoulders or as instructed by the Engineer.	m <sup>3</sup>	315.00		
12.02	Provide, lay, and compact natural gravel as base for carriageway, junctions accesses and bus bays as directed by the Engineer.	m <sup>3</sup>	203.00		
Total Carried Forward to Summary:					
<b>BILL NO.9.8: CEMENT AND TREATED LIME MATERIAL</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
14.01	Provide, store and transport to site of works cement improvement agent for Base as specified or instructed by the Engineer	Ton	13.00		
14.02	Mix the Base material with the instructed cement quantity, use a pulvimixer, grade with a motor grader and compact with a road roller at OMC to achieve the desired unconfined compressive strength and to form a layer of sub-base as specified or instructed by the Engineer	m <sup>3</sup>	225.00		
14.03	Allow for curing and protection of treated sub base as specified or as instructed by the Engineer	m <sup>2</sup>	1,800.00		
Total Carried Forward to Summary:					
<b>BILL NO. 9.9 BITUMINOUS SURFACE TREATMENT</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)

15.01	Clean and prepare surfaces of main carriageway, slip roads, shoulders, busbays, accesses and junctions, provide heat and spray MC-30 cutback bitumen as prime coat at a rate of spray of at 0.8-1.2 l/sqm as instructed by the Engineer	L		1,872.00		
15.02	Clean and prepare surfaces of main carriageway, slip roads, shoulders, busbays, accesses and junctions, provide heat and spray K1-70 bitumen emulsion as tack coat at a rate of spray of at 0.3-0.8 l/sqm as instructed by the Engineer	L		1,248.00		
Total Carried Forward to Summary:						
<b>BILL 9.10: BITUMINOUS MIXES</b>						
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)	
16.01	Prepare surfaces, provide, mix, lay and compact Asphaltic Concrete (AC) (Type 2) as wearing course as directed by the Engineer.	m <sup>3</sup>	78.00			
Total Carried Forward to Summary:						
<b>BILL NO.9.11: ROAD FURNITURE</b>						
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)	
20.01	Provide and lay hot applied thermoplastic road marking compound in approved colour and shade (ASTM 9) for road marking on bituminous surface on centerline, 100 mm, edge line 150 mm wide 3.0 mm thick, using fully automatic extrusion machine and using pre-melter for melting thermoplastic material including cleaning the surface of all dirt, dust, and other foreign matter, complete with demarcation at site/pre-marking, finishing and managing the traffic movements. Marking to be done as per the specifications, detailed drawings and as instructed by the Engineer.					
	(i) For lane marking (broken lines) with yellow paint, 100 mm wide	m <sup>2</sup>	8.00			

	(ii) For edge lines (continuous line) with white paint, 150 mm wide	m <sup>2</sup>	72.00		
20.02	Supply and fix regulatory/mandatory road sign boards made up with high intensity grade retro-reflective type sheeting (ASTM 9) complete as per the drawings and Technical specifications.	No.	2.00		
20.03	Supply and fix cautionary/warning road sign boards made up with high intensity grade retro-reflective type sheeting (ASTM 9) complete as per the drawings and Technical Specifications	No.	2.00		
20.04	Supply and fix informatory road sign boards made up with high intensity grade retro-reflective type sheeting complete as per drawing and Technical specifications.				
	(i) Area less than 1.0 m <sup>2</sup>	No.	2.00		
	(ii) Area more than 1.0 m <sup>2</sup> but less than 2 m <sup>2</sup>	No.	2.00		
20.05	Pre-cast/cast-in-situ kerb /divider				
	(i) High Kerb	m	360.00		
	(ii) Flash Kerbs	m	360.00		
20.06	Construct speed humps and rumble strips on carriageway in locations directed by the Engineer	m <sup>3</sup>	11.00		
20.07	Excavate in any material for, provide all materials, supply and install bollards 150mm diameter class A black pipes circular hollow sections 6mm thick, 200mm diameter with brackets welded at base and filled with compacted concrete class 10/15 and 1:3 cement mortar conical coping on top to the Engineer's satisfaction. The pipes shall be 1000mm long with 550mm protruding above the ground and the part above ground painted black with a 300mm white reflective strip.	No.	20.00		

20.08	Provide, lay and joint 100mm x 125mm concrete channels straight and radius greater than 12m laid on a 100mm x 125mm concrete class 15 bed and haunch.	m	240.00		
Total Carried Forward to Summary:					
<b>BILL № 9.12: PAVING BLOCKS</b>					
23.01	Provide and spread quarry dust on base to a thickness of 50mm on the footpath in preparation for footpath	m <sup>3</sup>	12		
23.02	Provide, lay and install 200mm x 100mm x 60mm thick approved precast concrete paving blocks on approved 40mm thick sand bed at the footpaths and other areas as specified on the drawings and as directed by the Engineer. Colour and laying pattern of the blocks to be approved by the engineer.	m <sup>2</sup>	240.00		
Total Carried Forward to Summary:					
<b>BILL № 9.13: LANDSCAPING</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
25.01	Supply, stack and spread approved earth and manure at site including royalty and carriage up to 15 m as instructed by the Engineer.	m <sup>3</sup>	50.00		
25.02	Supply, stack, plant and water flowering/avenue trees of at least 1m height above the ground level in excavated pits of size 1.2m x 1.2m x 1.2m and after planting, removal and stacking of excavated earth to approved location, filling the pit with soil for large and small trees as instructed by the Engineer.	№	10.00		
25.03	Provide, plant and develop the plants, shrubs and flower bed on embankment slopes, inside the embankment and as shown on the drawing in excavated pits of size 0.6 x 0.6 x 0.6 and after planting removal and staking of excavated pits / bed with appropriate material				
	(a) Medium shrubs	№	10.00		

	(b) Small shrubs	Nº	10.00		
25.04	Transplantation of the existing trees of girth above 600 mm girth as instructed by Engineer, including uprooting, shifting of the tree and placing in excavated pits of suitable size and after transplanting, removal and stacking of excavated earth to approved locations as instructed by the Engineer. Rate to include maintenance of transplanted trees including watering , including labour, all tools and equipment and maintaining up to defect liability period. as instructed by Engineer up to the end of the defect liability period.	Nº	10.00		
25.05	Grassing as instructed by the Engineer. Rate to include care and watering of the grass until it is firmly established to the satisfaction of the Engineer.				
	(a) Approved "runner" species of indigenous species of grass	m2	110.00		
25.06	Provide, plant and develop the lawn in approved variety grass including excavating the existing soil to maximum depth 30 mm removing and stacking of excavated earth to instructed location, dressing the soil in proper slope, mound, fitting the excavation	m2	250.00		
25.07	Landscaping of embankment slopes, cut faces, side drains of outfall channels, shoulders, spoil and borrow areas. Rate to include light compaction of the landscaped areas to the satisfaction of the Engineer.	m2	100.00		
25.08	Monitor Air quality for SPM, PM10, SO2, NOX, CO & HC in each season with a frequency of 24 hr/day for two consecutive working days per week for two weeks during construction period at three locations as instructed by the Engineer.	Nº of samples	2.00		
25.09	Monitor Noise levels once in every season for two non consecutive days per week for 2 weeks with an	Nº of samples	2.00		

	interval of 10 minutes for 24 hr at three locations as instructed by the Engineer.				
25.1	Test water quality at two locations along the project for pH, BOD, TSS, TDS, DO, turbidity and O&G once in each season or as instructed by the Engineer.	No of samples	2.00		
25.11	Test soil quality for heavy metals and oil & grease at the start and end of construction activity at the relevant sections as instructed by the Engineer.	No of samples	2.00		
Total Carried Forward to Summary:					
<b>BILL No 9.14: STREET LIGHTING</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	Supply, install, test and commission the following:				
	All-in-one Solar L.E.D street light system comprising of the following:				
26.01	10m concrete pole column complete with a single (1) arm side entry bracket of 1.5m outreach with 1No. All In One (Intergrated) Solar Street Light as per Drawings provided complete with all accessories and spaced at 30m pole to pole distance	No	8		
26.02	Supply and insall All in one solar L.E.D street light with the following parameters 1) Model No: SSL-A3 All in One Solar Street Light. 2) LED : 240w with Bridgelux/CREE/Philipsled chips 3030, 160-170LM/W, 6000K ~6500K(customized 2700k-6500k) 3) Solar Panel : 180w High Efficiency Monocrystalline Silicon 4) Battery : Inbuilt LIFEPO4 Battery 5) Mounting Height : 12M 6) Intelligent Light Mode : Time control + Light control + Motion sensor(optional) 7) Lifespan: 50,000hrs 8) Beam Angel: 150x70° 9) Solar Charging Time: 6 hours by bright sunlight	No	8		

	10) Back Up : 3 - 7 Cloudy / rainy days 11) Lighting Time(Full Power): 12-14hours 12) Lighting Time(30% saving mode): 39 hours The brand to be Approved Equivalent by the Electrical Engineer				
26.03	Earthing for every individual pole comprising of a 6mm <sup>2</sup> earth lead and 1800mm long by 15mm diameter copper earth electrode with a driving tip and clamp in a 150mm by 150mm by 200mm concrete manhole with removable cover. To be covered and not to be seen after completion of surface.	No	8		
26.04	Civil works for reinforced concrete 600mm x 600mm x1000mm streetlight pole foundations of C30 concrete rates to include excavation, backfilling etc.	No	8		
26.05	Testing and commissioning of all luminaires and earthing tests on all pole.	No	8		
Total Carried Forward to Summary:					

Bill No. 9 Carried Forward To Bill Summary Page

<b>KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2</b>					
<b>Road works for Nyeri County</b>					
<b>BILL 10: Detailed Bill of Quantities (ROAD B IHWAGI)</b>					
<b>BILL NO.10.1: SITE CLEARANCE AND TOP SOIL STRIPPING</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
Note: All haulage is to be included in the Contractor's rates and prices. There is no separate payment for overhaul					
4.01	Clear site on road reserve including removal of trees,hedges, bushes, and other vegetation or deleterious organic material , grub up roots in accordance with the specifications	m2	1,350.00		
4.02	Remove upto 0.2m top soil including removal of all grass, transport to spoil and spread or stockpile for re-use as directed by the Engineer	m3	240.00		
4.03	Excavate, remove and dispose existing pipe culverts including the inlet and outlet structures as directed by the Engineer	m	50.00		
Total Carried Forward to Summary:					
<b>BILL NO.10.2: EARTHWORKS</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
5.01	Cut to spoil in soft material as directed by the Engineer including excavation in swamps.	m3	630.00		
5.02	Cut to fill in hard material	m3	400.00		
5.03	Provide and fill in soft material from borrow pits and compact	m3	420.00		
5.04	5.03 but in hard material	m3	140.00		
5.05	Provide, spread, water, process and compact 300 mm improved subgrade to 100% MDD	m3	338.00		

	(AASHTO T99) in two layers of 150 mm thickness.				
5.06	Scarify, water and Compact existing ground	m3	157.50		
Total Carried Forward to Summary:					
<b>BILL NO. 10.3: Excavation for Structures</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
7.01	Excavate in soft material to any depth, compact the surface to receive the gabions	m3	128		
7.02	Extra over item 7.01 for excavation in hard material	m3	64		
7.03	Provide and fix gabion mesh for boxes and mattresses, including diaphragms	m2	64		
7.04	Provide, haul over any distance and place rockfill to gabion boxes and mattresses	m3	64		
7.05	Provide 50mm thick concrete class 15/20 to exposed surfaces of the gabion boxes and mattresses	m3	3.2		
Total Carried Forward to Summary:					
<b>BILL NO. 10.4: CULVERTS AND DRAINAGE</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
8.01	Excavate in soft material to the range of depths stated below for pipe culverts, subsoil drains, headwalls, wing walls, aprons, toe walls, drop inlets, mitre drains, cut off drains, outfall to free flowing, catch water drains and median drains including support of trench sides, backfilling and compacting as specified or as instructed by the Engineer.	m3	216.00		
8.02	As item 8.01 but in hard material	m3	72.00		

8.03	Provide, place and compact class 20/20 precast/in situ concrete to side drains as instructed by the Engineer inclusive of formwork	m3		67.5		
8.04	Provide BRC Mesh A142 for side drains, outfall drains and access culverts	m2		467.00		
8.05	Provide, lay and joint 600 mm I.D. Precast Concrete pipes	m		-		
8.06	Provide, lay and joint 900 mm I.D. precast Concrete pipes	m		60.00		
8.07	Provide, lay and joint 1200 mm I.D. precast Concrete pipes	m		-		
8.08	Provide and place Class 25/20 concrete for side walls, head walls, top slabs, trenches, drains, retaining walls, toe walls to pipe culvert and to the side drain base.	m3		3.00		
8.09	Provide, place and compact class 15/20 for use as bed, haunch and surround, including formwork	m3		63.00		
Total Carried Forward to Summary:						
<b>BILL NO.10.5: PASSAGE OF TRAFFIC</b>						
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)	
9.01	Allow a provisional sum for passage of traffic through the works including provision of signs, barriers etc. in accordance with section 907 of the standard specifications.	Days	180.00			
9.02	Allow a percentage for contractor's overhead and profit	%				
9.03	Provide, spread, water and compact gravel on deviation roads thickness 150mm	m3	180.00			
Total Carried Forward to Summary:						
<b>BILL NO 10.6: SHOULDER TO PAVEMENT AND FOOTPATH</b>						

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
11.01	Provide, Place, water and compact 150mm natural gravel of CBR greater than 15% for walkway as directed by the Engineer	m <sup>3</sup>	22.50		
Total Carried Forward to Summary:					
<b>BILL NO 10.7: NATURAL MATERIAL BASE AND SUBBASE</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
12.01	Provide, spread, water, process and compact to 95% MDD (AASHTO T180) gravel of subbase quality on carriageway, accesses, junctions and shoulders or as instructed by the Engineer.	m <sup>3</sup>	197.00		
12.02	Provide, lay, and compact natural gravel as base for carriageway, junctions accesses and bus bays as directed by the Engineer.	m <sup>3</sup>	141.00		
Total Carried Forward to Summary:					
<b>BILL NO.10.8: CEMENT AND TREATED LIME MATERIAL</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
14.01	Provide, store and transport to site of works cement improvement agent for Base as specified or instructed by the Engineer	Ton	8.00		
14.02	Mix the Base material with the instructed cement quantity, use a pulvimixer, grade with a motor grader and compact with a road roller at OMC to achieve the desired unconfined compressive strength and to form a layer of sub-base as specified or instructed by the Engineer	m <sup>3</sup>	141.00		
14.03	Allow for curing and protection of treated sub base as specified or as instructed by the Engineer	m <sup>2</sup>	1,125.00		
Total Carried Forward to Summary:					
<b>BILL NO. 10.9 BITUMINOUS SURFACE TREATMENT</b>					

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
15.01	Clean and prepare surfaces of main carriageway, slip roads, shoulders, busbays, accesses and junctions, provide heat and spray MC-30 cutback bitumen as prime coat at a rate of spray of at 0.8-1.2 l/sqm as instructed by the Engineer	L	1,170.00		
15.02	Clean and prepare surfaces of main carriageway, slip roads, shoulders, busbays, accesses and junctions, provide heat and spray K1-70 bitumen emulsion as tack coat at a rate of spray of at 0.3-0.8 l/sqm as instructed by the Engineer	L	780.00		
Total Carried Forward to Summary:					
<b>BILL 10.10: BITUMINOUS MIXES</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
16.01	Prepare surfaces, provide, mix, lay and compact Asphaltic Concrete (AC) (Type 2) as wearing course as directed by the Engineer.	m <sup>3</sup>	49.00		
Total Carried Forward to Summary:					
<b>BILL NO.10.11: ROAD FURNITURE</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
20.01	Provide and lay hot applied thermoplastic road marking compound in approved colour and shade (ASTM 9) for road marking on bituminous surface on centerline, 100 mm, edge line 150 mm wide 3.0 mm thick, using fully automatic extrusion machine and using pre-melter for melting thermoplastic material including cleaning the surface of all dirt, dust, and other foreign matter, complete with demarcation at site/pre-marking, finishing and managing the traffic movements. Marking to be				

	done as per the specifications, detailed drawings and as instructed by the Engineer.				
	(i) For lane marking (broken lines) with yellow paint, 100 mm wide	m <sup>2</sup>	5.00		
	(ii) For edge lines (continuous line) with white paint, 150 mm wide	m <sup>2</sup>	45.00		
20.02	Supply and fix regulatory/mandatory road sign boards made up with high intensity grade retro-reflective type sheeting (ASTM 9) complete as per the drawings and Technical specifications.	No.	1.00		
20.03	Supply and fix cautionary/warning road sign boards made up with high intensity grade retro-reflective type sheeting (ASTM 9) complete as per the drawings and Technical Specifications	No.	1.00		
20.04	Supply and fix informatory road sign boards made up with high intensity grade retro-reflective type sheeting complete as per drawing and Technical specifications.				
	(i) Area less than 1.0 m <sup>2</sup>	No.	1.00		
	(ii) Area more than 1.0 m <sup>2</sup> but less than 2 m <sup>2</sup>	No.	1.00		
20.05	Pre-cast/cast-in-situ kerb /divider				
	(i) High Kerb	m	225.00		
	(ii) Flash Kerbs	m	225.00		
20.06	Construct speed humps and rumble strips on carriageway in locations directed by the Engineer	m <sup>3</sup>	4.40		

20.07	Excavate in any material for, provide all materials, supply and install bollards 150mm diameter class A black pipes circular hollow sections 6mm thick, 200mm diameter with brackets welded at base and filled with compacted concrete class 10/15 and 1:3 cement mortar conical coping on top to the Engineer's satisfaction. The pipes shall be 1000mm long with 550mm protruding above the ground and the part above ground painted black with a 300mm white reflective strip.	No.	20.00		
20.08	Provide, lay and joint 100mm x 125mm concrete channels straight and radius greater than 12m laid on a 100mm x 125mm concrete class 15 bed and haunch.	m	150.00		
Total Carried Forward to Summary:					
<b>BILL № 10.12: PAVING BLOCKS</b>					
23.01	Provide and spread quarry dust on base to a thickness of 50mm on the footpath in preparation for footpath	m <sup>3</sup>	8		
23.02	Provide, lay and install 200mm x 100mm x 60mm thick approved precast concrete paving blocks on approved 40mm thick sand bed at the footpaths and other areas as specified on the drawings and as directed by the Engineer. Colour and laying pattern of the blocks to be approved by the engineer.	m <sup>2</sup>	150.00		
Total Carried Forward to Summary:					
<b>BILL № 10.13: LANDSCAPING</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
25.01	Supply, stack and spread approved earth and manure at site including royalty and carriage up to 15 m as instructed by the Engineer.	m <sup>3</sup>	25.00		

25.02	Supply, stack, plant and water flowering/avenue trees of at least 1m height above the ground level in excavated pits of size 1.2m x 1.2m x 1.2m and after planting, removal and stacking of excavated earth to approved location, filling the pit with soil for large and small trees as instructed by the Engineer.	N <sub>o</sub>	5.00		
25.03	Provide, plant and develop the plants, shrubs and flower bed on embankment slopes, inside the embankment and as shown on the drawing in excavated pits of size 0.6 x 0.6 x 0.6 and after planting removal and staking of excavated pits / bed with appropriate material				
	(a) Medium shrubs	N <sub>o</sub>	5.00		
	(b) Small shrubs	N <sub>o</sub>	5.00		
25.04	Transplantation of the existing trees of girth above 600 mm girth as instructed by Engineer, including uprooting, shifting of the tree and placing in excavated pits of suitable size and after transplanting, removal and stacking of excavated earth to approved locations as instructed by the Engineer. Rate to include maintenance of transplanted trees including watering , including labour, all tools and equipment and maintaining up to defect liability period. as instructed by Engineer up to the end of the defect liability period.	N <sub>o</sub>	5.00		
25.05	Grassing as instructed by the Engineer. Rate to include care and watering of the grass until it is firmly established to the satisfaction of the Engineer.				
	(a) Approved "runner" species of indigenous species of grass	m <sup>2</sup>	75.00		
25.06	Provide, plant and develop the lawn in approved variety grass including excavating the existing soil to maximum depth 30 mm removing and stacking of excavated earth to instructed	m <sup>2</sup>	250.00		

	location, dressing the soil in proper slope, mound, fitting the excavation				
25.07	Landscaping of embankment slopes, cut faces, side drains of outfall channels, shoulders, spoil and borrow areas. Rate to include light compaction of the landscaped areas to the satisfaction of the Engineer.	m <sup>2</sup>	100.00		
25.08	Monitor Air quality for SPM, PM10, SO <sub>2</sub> , NO <sub>x</sub> , CO & HC in each season with a frequency of 24 hr/day for two consecutive working days per week for two weeks during construction period at three locations as instructed by the Engineer.	No of samples	2.00		
25.09	Monitor Noise levels once in every season for two non consecutive days per week for 2 weeks with an interval of 10 minutes for 24 hr at three locations as instructed by the Engineer.	No of samples	2.00		
25.1	Test water quality at two locations along the project for pH, BOD, TSS, TDS, DO, turbidity and O&G once in each season or as instructed by the Engineer.	No of samples	2.00		
25.11	Test soil quality for heavy metals and oil & grease at the start and end of construction activity at the relevant sections as instructed by the Engineer.	No of samples	2.00		

Total Carried Forward to Summary:

**BILL No 10.14: STREET LIGHTING**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	Supply, install, test and commission the following:				
	All-in-one Solar L.E.D street light system comprising of the following:				

26.01	10m concrete pole column complete with a single (1) arm side entry bracket of 1.5m outreach with 1No. All In One (Intergrated) Solar Street Light as per Drawings provided complete with all accessories and spaced at 30m pole to pole distance	No	5		
26.02	Supply and insall All in one solar L.E.D street light with the following parameters 1) Model No: SSL-A3 All in One Solar Street Light. 2) LED : 240w with Bridgelux/CREE/Philipsled chips 3030, 160-170LM/W, 6000K ~6500K(customized 2700k-6500k) 3) Solar Panel : 180w High Efficiency Monocrystalline Silicon 4) Battery : Inbuilt LIFEPO4 Battery 5) Mounting Height : 12M 6) Intelligent Light Mode : Time control + Light control + Motion sensor(optional) 7) Lifespan: 50,000hrs 8) Beam Angel: 150x70° 9) Solar Charging Time: 6 hours by bright sunlight 10) Back Up : 3 - 7 Cloudy / rainy days 11) Lighting Time(Full Power): 12-14hours 12) Lighting Time(30% saving mode): 39 hours The brand to be Approved Equivalent by the Electrical Engineer	No	5		
26.03	Earthing for every individual pole comprising of a 6mm <sup>2</sup> earth lead and 1800mm long by 15mm diameter copper earth electrode with a driving tip and clamp in a 150mm by 150mm by 200mm concrete manhole with removable cover. To be covered and not to be seen after completion of surface.	No	5		
26.04	Civil works for reinforced concrete 600mm x 600mm x1000mm streetlight pole foundations of C30 concrete rates to include excavation, backfilling etc.	No	5		

26.05	Testing and commissioning of all luminaires and earthing tests on all pole.	No	5		
Total Carried Forward to Summary:					

Bill No. 10 Carried Forward To Bill Summary Page

KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2					
Road works for Nyeri County					
BILL 11: Detailed Bill of Quantities (ROAD A KIAWARA)					
BILL NO.11.1: SITE CLEARANCE AND TOP SOIL STRIPPING					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
Note: All haulage is to be included in the Contractor's rates and prices. There is no separate payment for overhaul					
4.01	Clear site on road reserve including removal of trees,hedges, bushes, and other vegetation or deleterious organic material , grub up roots in accordance with the specifications	m2	7,308.00		
4.02	Remove upto 0.2m top soil including removal of all grass, transport to spoil and spread or stockpile for re-use as directed by the Engineer	m3	1,299.00		
4.03	Excavate, remove and dispose existing pipe culverts including the inlet and outlet structures as directed by the Engineer	m	50.00		
Total Carried Forward to Summary:					
BILL NO.11.2: EARTHWORKS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
5.01	Cut to spoil in soft material as directed by the Engineer including excavation in swamps.	m3	3,410.00		
5.02	Cut to fill in hard material	m3	400.00		
5.03	Provide and fill in soft material from borrow pits and compact	m3	2,274.00		
5.04	5.03 but in hard material	m3	757.00		

5.05	Provide, spread, water, process and compact 300 mm improved subgrade to 100% MDD (AASHTO T99) in two layers of 150 mm thickness.	m3	1,827.00		
5.06	Scarify, water and Compact existing ground	m3	852.60		
5.07	Provide Rockfill to embankment as directed by the Engineer	m3	750.00		
Total Carried Forward to Summary:					
<b>BILL NO. 11.3: Excavation for Structures</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
7.01	Excavate in soft material to any depth, compact the surface to receive the gabions	m3	576		
7.02	Extra over item 7.01 for excavation in hard material	m3	288		
7.03	Provide and fix gabion mesh for boxes and mattresses, including diaphragms	m2	288		
7.04	Provide, haul over any distance and place rockfill to gabion boxes and mattresses	m3	288		
7.05	Provide 50mm thick concrete class 15/20 to exposed surfaces of the gabion boxes and mattresses	m3	14.4		
Total Carried Forward to Summary:					
<b>BILL NO. 11.4: CULVERTS AND DRAINAGE</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
8.01	Excavate in soft material to the range of depths stated below for pipe culverts, subsoil drains, headwalls, wing walls, aprons, toe walls, drop inlets, mitre drains, cut off drains, outfall to free flowing, catch water drains and median drains including support of trench sides, backfilling	m3	1,944.00		

	and compacting as specified or as instructed by the Engineer.				
8.02	As item 8.01 but in hard material	m3	647.00		
8.03	Provide, place and compact class 20/20 precast/in situ concrete to side drains as instructed by the Engineer inclusive of formwork	m3	757.5		
8.04	Provide BRC Mesh A142 for side drains, outfall drains and access culverts	m2	5,561.00		
8.05	Provide, lay and joint 600 mm I.D. Precast Concrete pipes	m	30.00		
8.06	Provide, lay and joint 900 mm I.D. precast Concrete pipes	m	300.00		
8.07	Provide, lay and joint 1200 mm I.D. precast Concrete pipes	m	30.00		
8.08	Provide and place Class 25/20 concrete for side walls, head walls, top slabs, trenches, drains, retaining walls, toe walls to pipe culvert and to the side drain base.	m3	103.00		
8.09	Provide, place and compact class 15/20 for use as bed, haunch and surround, including formwork	m3	238.00		
Total Carried Forward to Summary:					
<b>BILL NO.11.5: PASSAGE OF TRAFFIC</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
9.01	Allow a provisional sum for passage of traffic through the works including provision of signs, barriers etc. in accordance with section 907 of the standard specifications.	Days	180.00		

9.02	Allow a percentage for contractor's overhead and profit	%			
9.03	Provide, spread, water and compact gravel on deviation roads thickness 150mm	m <sup>3</sup>	720.00		
Total Carried Forward to Summary:					
<b>BILL NO 11.6: SHOULDER TO PAVEMENT AND FOOTPATH</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
11.01	Provide, Place, water and compact 150mm natural gravel of CBR greater than 15% for walkway as directed by the Engineer	m <sup>3</sup>	121.80		
Total Carried Forward to Summary:					
<b>BILL NO 11.7: NATURAL MATERIAL BASE AND SUBBASE</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
12.01	Provide, spread, water, process and compact to 95% MDD (AASHTO T180) gravel of subbase quality on carriageway, accesses, junctions and shoulders or as instructed by the Engineer.	m <sup>3</sup>	1,066.00		
12.02	Provide, lay, and compact natural gravel as base for carriageway, junctions accesses and bus bays as directed by the Engineer.	m <sup>3</sup>	761.00		
Total Carried Forward to Summary:					
<b>BILL NO.11.8: CEMENT AND TREATED LIME MATERIAL</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
14.01	Provide, store and transport to site of works cement improvement agent for Base as specified or instructed by the Engineer	Ton	44.00		
14.02	Mix the Base material with the instructed cement quantity, use a pulvimixer, grade with a motor grader and compact with a road roller at OMC to achieve the desired unconfined	m <sup>3</sup>	761.00		

	compressive strength and to form a layer of sub-base as specified or instructed by the Engineer				
14.03	Allow for curing and protection of treated sub base as specified or as instructed by the Engineer	m2	6,090.00		
Total Carried Forward to Summary:					
<b>BILL NO. 11.9:BITUMINOUS SURFACE TREATMENT</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
15.01	Clean and prepare surfaces of main carriageway, slip roads, shoulders, busbays, accesses and junctions, provide heat and spray MC-30 cutback bitumen as prime coat at a rate of spray of at 0.8-1.2 l/sqm as instructed by the Engineer	Litres	6,334.00		
15.02	Clean and prepare surfaces of main carriageway, slip roads, shoulders, busbays, accesses and junctions, provide heat and spray K1-70 bitumen emulsion as tack coat at a rate of spray of at 0.3-0.8 l/sqm as instructed by the Engineer	Litres	4,222.00		
Total Carried Forward to Summary:					
<b>BILL 11.10: BITUMINOUS MIXES</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
16.01	Prepare surfaces, provide, mix, lay and compact Asphaltic Concrete (AC) (Type 2) as wearing course as directed by the Engineer.	m <sup>3</sup>	264.00		
Total Carried Forward to Summary:					
<b>BILL 11.11 Concrete Works</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT

17.01	Provide, place and compact class 15/20 concrete for blinding to foundations as per the drawings and as directed by the Engineer.	m <sup>3</sup>	15.00		
17.02	Provide, place and compact concrete class 20/20 concrete for retaining wall as directed by the Engineer	m <sup>3</sup>	126.00		
17.03	Formworks for formed surface finishes (Rate to include for 25x25mm chamfer to all exposed areas)				
	F2 Finish	m <sup>2</sup>	375.00		
17.05	Provide High yield Steel bars BS 4461 of size 12mm and below	Ton	49.46		
Total Carried Forward to Summary					
<b>BILL NO.11.12: ROAD FURNITURE</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
20.01	Provide and lay hot applied thermoplastic road marking compound in approved colour and shade (ASTM 9) for road marking on bituminous surface on centerline, 100 mm, edge line 150 mm wide 3.0 mm thick, using fully automatic extrusion machine and using pre-melter for melting thermoplastic material including cleaning the surface of all dirt, dust, and other foreign matter, complete with demarcation at site/pre-marking, finishing and managing the traffic movements. Marking to be done as per the specifications, detailed drawings and as instructed by the Engineer.				
	(i) For lane marking (broken lines) with yellow paint, 100 mm wide	m <sup>2</sup>	28.31		
	(ii) For edge lines (continuous line) with white paint, 150 mm wide	m <sup>2</sup>	255.00		

20.02	Supply and fix regulatory/mandatory road sign boards made up with high intensity grade retro-reflective type sheeting (ASTM 9) complete as per the drawings and Technical specifications.	No.	3.00		
20.03	Supply and fix cautionary/warning road sign boards made up with high intensity grade retro-reflective type sheeting (ASTM 9) complete as per the drawings and Technical Specifications	No.	3.00		
20.04	Supply and fix informatory road sign boards made up with high intensity grade retro-reflective type sheeting complete as per drawing and Technical specifications.				
	(i) Area less than 1.0 m2	No.	3.00		
	(ii) Area more than 1.0 m2 but less than 2 m2	No.	3.00		
20.05	Pre-cast/cast-in-situ kerb /divider				
	(i) High Kerb	m	1,275.00		
	(ii) Flash Kerbs	m	1,275.00		
20.06	Construct speed humps and rumble strips on carriageway in locations directed by the Engineer	m <sup>3</sup>	11.00		
20.07	Excavate in any material for, provide all materials, supply and install bollards 150mm diameter class A black pipes circular hollow sections 6mm thick, 200mm diameter with brackets welded at base and filled with compacted concrete class 10/15 and 1:3 cement mortar conical coping on top to the Engineer's satisfaction. The pipes shall be 1000mm long with 550mm protruding above the ground and the part above ground painted black with a 300mm white reflective strip.	No.	20.00		

20.08	Provide, lay and joint 100mm x 125mm concrete channels straight and radius greater than 12m laid on a 100mm x 125mm concrete class 15 bed and haunch.	m	85.00		
20.09	Provide and install guard rail beams as directed by the Engineer	No.	30.00		
20.1	Provide and install guard rail posts as directed by the Engineer	m	150.00		
Total Carried Forward to Summary:					
<b>BILL № 11.13: PAVING BLOCKS</b>					
23.01	Provide and spread quarry dust on base to a thickness of 50mm on the footpath in preparation for footpath	m <sup>3</sup>	41		
23.02	Provide, lay and install 200mm x 100mm x 60mm thick approved precast concrete paving blocks on approved 40mm thick sand bed at the footpaths and other areas as specified on the drawings and as directed by the Engineer. Colour and laying pattern of the blocks to be approved by the engineer.	m <sup>2</sup>	820.00		
Total Carried Forward to Summary:					
<b>BILL № 11.14: LANDSCAPING</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
25.01	Supply, stack and spread approved earth and manure at site including royalty and carriage up to 15 m as instructed by the Engineer.	m <sup>3</sup>	100.00		
25.02	Supply, stack, plant and water flowering/avenue trees of at least 1m height above the ground level in excavated pits of size 1.2m x 1.2m x 1.2m and after planting, removal and stacking of excavated earth to approved location, filling the pit with soil for large and small trees as instructed by the Engineer.	№	20.00		

25.03	Provide, plant and develop the plants, shrubs and flower bed on embankment slopes, inside the embankment and as shown on the drawing in excavated pits of size 0.6 x 0.6 x 0.6 and after planting removal and staking of excavated pits / bed with appropriate material				
	(a) Medium shrubs	No	20.00		
	(b) Small shrubs	No	20.00		
25.04	Transplantation of the existing trees of girth above 600 mm girth as instructed by Engineer, including uprooting, shifting of the tree and placing in excavated pits of suitable size and after transplanting, removal and stacking of excavated earth to approved locations as instructed by the Engineer. Rate to include maintenance of transplanted trees including watering , including labour, all tools and equipment and maintaining up to defect liability period. as instructed by Engineer up to the end of the defect liability period.	No	10.00		
25.05	Grassing as instructed by the Engineer. Rate to include care and watering of the grass until it is firmly established to the satisfaction of the Engineer.				
	(a) Approved "runner" species of indigenous species of grass	m <sup>2</sup>	425.00		
25.06	Provide, plant and develop the lawn in approved variety grass including excavating the existing soil to maximum depth 30 mm removing and stacking of excavated earth to instructed location, dressing the soil in proper slope, mound, fitting the excavation	m <sup>2</sup>	250.00		
25.07	Landscaping of embankment slopes, cut faces, side drains of outfall channels, shoulders, spoil and borrow areas. Rate to include light	m <sup>2</sup>	100.00		

	compaction of the landscaped areas to the satisfaction of the Engineer.				
25.08	Monitor Air quality for SPM, PM10, SO2, NOX, CO & HC in each season with a frequency of 24 hr/day for two consecutive working days per week for two weeks during construction period at three locations as instructed by the Engineer.	No of samples	2.00		
25.09	Monitor Noise levels once in every season for two non consecutive days per week for 2 weeks with an interval of 10 minutes for 24 hr at three locations as instructed by the Engineer.	No of samples	2.00		
25.1	Test water quality at two locations along the project for pH, BOD, TSS, TDS, DO, turbidity and O&G once in each season or as instructed by the Engineer.	No of samples	2.00		
25.11	Test soil quality for heavy metals and oil & grease at the start and end of construction activity at the relevant sections as instructed by the Engineer.	No of samples	2.00		
Total Carried Forward to Summary:					
<b>BILL No 11.15: STREET LIGHTING</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	Supply, install, test and commission the following:				
	All-in-one Solar L.E.D street light system comprising of the following:				
26.01	10m concrete pole column complete with a single (1) arm side entry bracket of 1.5m outreach with 1No. All In One (Intergrated) Solar Street Light as per Drawings provided complete with all accessories and spaced at 30m pole to pole distance	No	28		

26.02	Supply and insall All in one solar L.E.D street light with the following parameters 1) Model No: SSL-A3 All in One Solar Street Light.2) LED : 240w with Bridgelux/CREE/Philipsled chips 3030, 160-170LM/W, 6000K ~6500K(customized 2700k-6500k)3) Solar Panel : 180w High Efficiency Monocrystalline Silicon4) Battery : Inbuilt LIFEPO4 Battery5) Mounting Height : 12M6) Intelligent Light Mode : Time control + Light control + Motion sensor(optional)7) Lifespan: 50,000hrs8) Beam Angel: 150x70°9) Solar Charging Time: 6 hours by bright sunlight10) Back Up : 3 - 7 Cloudy / rainy days11) Lighting Time(Full Power): 12-14hours12) Lighting Time(30% saving mode): 39 hours The brand to be Approved Equivalent by the Electrical Engineer	No	28		
26.03	Earthing for every individual pole comprising of a 6mm <sup>2</sup> earth lead and 1800mm long by 15mm diameter copper earth electrode with a driving tip and clamp in a 150mm by 150mm by 200mm concrete manhole with removable cover. To be covered and not to be seen after completion of surface.	No	28		
26.04	Civil works for reinforced concrete 600mm x 600mm x1000mm streetlight pole foundations of C30 concrete rates to include excavation, backfilling etc.	No	28		
26.05	Testing and commissioning of all luminaires and earthing tests on all pole.	No	28		
Total Carried Forward to Summary:					

Bill No. 11 Carried Forward To Bill Summary Page

**KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2**

**Road works for Nyeri County**

**BILL 12: Detailed Bill of Quantities (ROAD A KIAMWATHI)**

**BILL NO.12.1: SITE CLEARANCE AND TOP SOIL STRIPPING**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
Note: All haulage is to be included in the Contractor's rates and prices. There is no separate payment for overhaul					
4.01	Clear site on road reserve including removal of trees,hedges, bushes, and other vegetation or deleterious organic material , grub up roots in accordance with the specifications	m2	3,060.00		
4.02	Remove upto 0.2m top soil including removal of all grass, transport to spoil and spread or stockpile for re-use as directed by the Engineer	m3	544.00		
4.03	Excavate, remove and dispose existing pipe culverts including the inlet and outlet structures as directed by the Engineer	m	50.00		
Total Carried Forward to Summary:					
<b>BILL NO.12.2: EARTHWORKS</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
5.01	Cut to spoil in soft material as directed by the Engineer including excavation in swamps.	m3	1,428.00		
5.02	Cut to fill in hard material	m3	500.00		
5.03	Provide and fill in soft material from borrow pits and compact	m3	952.00		

5.04	5.03 but in hard material	m3	317.00		
5.05	Provide, spread, water, process and compact 300 mm improved subgrade to 100% MDD (AASHTO T99) in two layers of 150 mm thickness.	m3	765.00		
5.06	Scarify, water and compact existing ground	m3	357.00		
Total Carried Forward to Summary:					
<b>BILL NO. 12.3: Excavation for Structures</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
7.01	Excavate in soft material to any depth, compact the surface to receive the gabions	m3	1280		
7.02	Extra over item 7.01 for excavation in hard material	m3	640		
7.03	Provide and fix gabion mesh for boxes and mattresses, including diaphragms	m2	640		
7.04	Provide, haul over any distance and place rockfill to gabion boxes and mattresses	m3	640		
7.05	Provide 50mm thick concrete class 15/20 to exposed surfaces of the gabion boxes and mattresses	m3	32		
Total Carried Forward to Summary:					
<b>BILL NO. 12.4: CULVERTS AND DRAINAGE</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
8.01	Excavate in soft material to the range of depths stated below for pipe culverts, subsoil drains, headwalls, wing walls, aprons, toe walls, drop inlets, mitre drains, cut off drains, outfall to free flowing, catch water drains and median drains including support of trench sides,	m3	720.00		

	backfilling and compacting as specified or as instructed by the Engineer.				
8.02	As item 8.01 but in hard material	m3	240.00		
8.03	Provide, place and compact class 20/20 precast/in situ concrete to side drains as instructed by the Engineer inclusive of formwork	m3	225		
8.04	Provide BRC Mesh A142 for side drains, outfall drains and access culverts	m2	1,656.00		
8.05	Provide, lay and joint 600 mm I.D. Precast Concrete pipes	m	30.00		
8.06	Provide, lay and joint 900 mm I.D. precast Concrete pipes	m	90.00		
8.07	Provide, lay and joint 1200 mm I.D. precast Concrete pipes	m	30.00		
8.08	Provide and place Class 25/20 concrete for side walls, head walls, top slabs, trenches, drains, retaining walls, toe walls to pipe culvert and to the side drain base.	m3	51.00		
8.09	Provide, place and compact class 15/20 for use as bed, haunch and surround, including formwork	m3	103.00		

Total Carried Forward to Summary:

**BILL NO.12.5: PASSAGE OF TRAFFIC**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
9.01	Allow a provisional sum for passage of traffic through the works including provision of signs, barriers etc. in accordance with section 907 of the standard specifications.	Days	180.00		
9.02	Allow a percentage for contractor's overhead and profit	%			

9.03	Provide, spread, water and compact gravel on deviation roads thickness 150mm	m3	450.00		
Total Carried Forward to Summary:					
<b>BILL NO 12.6: SHOULDER TO PAVEMENT AND FOOTPATH</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
11.01	Provide, Place, water and compact 150mm natural gravel of CBR greater than 15% for walkway as directed by the Engineer	m3	51.00		
Total Carried Forward to Summary:					
<b>BILL NO 12.7: NATURAL MATERIAL BASE AND SUBBASE</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
12.01	Provide, spread, water, process and compact to 95% MDD (AASHTO T180) gravel of subbase quality on carriageway, accesses, junctions and shoulders or as instructed by the Engineer.	m <sup>3</sup>	446.00		
12.02	Provide, lay, and compact natural gravel as base for carriageway, junctions accesses and bus bays as directed by the Engineer.	m <sup>3</sup>	319.00		
Total Carried Forward to Summary:					
<b>BILL NO.12.8: CEMENT AND TREATED LIME MATERIAL</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
14.01	Provide, store and transport to site of works cement improvement agent for Base as specified or instructed by the Engineer	Ton	18.00		
14.02	Mix the Base material with the instructed cement quantity, use a pulvimixer, grade with a motor grader and compact with a road roller at OMC to achieve the desired unconfined compressive strength and to	m3	319.00		

	form a layer of sub-base as specified or instructed by the Engineer				
14.03	Allow for curing and protection of treated sub base as specified or as instructed by the Engineer	m <sup>2</sup>	2,550.00		
Total Carried Forward to Summary:					
<b>BILL NO. 12.9: BITUMINOUS SURFACE TREATMENT</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
15.01	Clean and prepare surfaces of main carriageway, slip roads, shoulders, busbays, accesses and junctions, provide heat and spray MC-30 cutback bitumen as prime coat at a rate of spray of at 0.8-1.2 l/sqm as instructed by the Engineer	L	2,652.00		
15.02	Clean and prepare surfaces of main carriageway, slip roads, shoulders, busbays, accesses and junctions, provide heat and spray K1-70 bitumen emulsion as tack coat at a rate of spray of at 0.3-0.8 l/sqm as instructed by the Engineer	L	1,768.00		
Total Carried Forward to Summary:					
<b>BILL 12.10: BITUMINOUS MIXES</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
16.01	Prepare surfaces, provide, mix, lay and compact Asphaltic Concrete (AC) (Type 2) as wearing course as directed by the Engineer.	m <sup>3</sup>	111.00		
Total Carried Forward to Summary:					
<b>BILL NO.12.11: ROAD FURNITURE</b>					

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
20.01	Provide and lay hot applied thermoplastic road marking compound in approved colour and shade (ASTM 9) for road marking on bituminous surface on centerline, 100 mm, edge line 150 mm wide 3.0 mm thick, using fully automatic extrusion machine and using pre-melter for melting thermoplastic material including cleaning the surface of all dirt, dust, and other foreign matter, complete with demarcation at site/pre-marking, finishing and managing the traffic movements. Marking to be done as per the specifications, detailed drawings and as instructed by the Engineer.				
	(i) For lane marking (broken lines) with yellow paint, 100 mm wide	m2	11.32		
	(ii) For edge lines (continuous line) with white paint, 150 mm wide	m2	102.00		
20.02	Supply and fix regulatory/mandatory road sign boards made up with high intensity grade retro-reflective type sheeting (ASTM 9) complete as per the drawings and Technical specifications.	No.	3.00		
20.03	Supply and fix cautionary/warning road sign boards made up with high intensity grade retro-reflective type sheeting (ASTM 9) complete as per the drawings and Technical Specifications	No.	3.00		
20.04	Supply and fix informatory road sign boards made up with high intensity grade retro-reflective type sheeting complete as per drawing and Technical specifications.				
	(i) Area less than 1.0 m2	No.	3.00		

	(ii) Area more than 1.0 m <sup>2</sup> but less than 2 m <sup>2</sup>	No.	3.00		
20.05	Pre-cast/cast-in-situ kerb /divider				
	(i) High Kerb	m	510.00		
	(ii) Flash Kerbs	m	510.00		
20.06	Construct speed humps and rumble strips on carriageway in locations directed by the Engineer	m <sup>3</sup>	11.00		
20.07	Excavate in any material for, provide all materials, supply and install bollards 150mm diameter class A black pipes circular hollow sections 6mm thick, 200mm diameter with brackets welded at base and filled with compacted concrete class 10/15 and 1:3 cement mortar conical coping on top to the Engineer's satisfaction. The pipes shall be 1000mm long with 550mm protruding above the ground and the part above ground painted black with a 300mm white reflective strip.	No.	20.00		
20.08	Provide, lay and joint 100mm x 125mm concrete channels straight and radius greater than 12m laid on a 100mm x 125mm concrete class 15 bed and haunch.	m	85.00		
20.09	Provide and install guard rail beams as directed by the Engineer	No.	20.00		
20.1	Provide and install guard rail posts as directed by the Engineer	m	100.00		
Total Carried Forward to Summary:					
<b>BILL № 12.12: PAVING BLOCKS</b>					
23.01	Provide and spread quarry dust on base to a thickness of 50mm on the footpath in preparation for footpath	m <sup>3</sup>	17		

23.02	Provide, lay and install 200mm x 100mm x 60mm thick approved precast concrete paving blocks on approved 40mm thick sand bed at the footpaths and other areas as specified on the drawings and as directed by the Engineer. Colour and laying pattern of the blocks to be approved by the engineer.	m <sup>2</sup>	340.00		
Total Carried Forward to Summary:					
<b>BILL № 12.13: LANDSCAPING</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
25.01	Supply, stack and spread approved earth and manure at site including royalty and carriage up to 15 m as instructed by the Engineer.	m <sup>3</sup>	50.00		
25.02	Supply, stack, plant and water flowering/avenue trees of at least 1m height above the ground level in excavated pits of size 1.2m x 1.2m x 1.2m and after planting, removal and stacking of excavated earth to approved location, filling the pit with soil for large and small trees as instructed by the Engineer.	№	20.00		
25.03	Provide, plant and develop the plants, shrubs and flower bed on embankment slopes, inside the embankment and as shown on the drawing in excavated pits of size 0.6 x 0.6 x 0.6 and after planting removal and staking of excavated pits / bed with appropriate material				
	(a) Medium shrubs	№	10.00		
	(b) Small shrubs	№	10.00		

25.04	Transplantation of the existing trees of girth above 600 mm girth as instructed by Engineer, including uprooting, shifting of the tree and placing in excavated pits of suitable size and after transplanting, removal and stacking of excavated earth to approved locations as instructed by the Engineer. Rate to include maintenance of transplanted trees including watering , including labour, all tools and equipment and maintaining up to defect liability period. as instructed by Engineer up to the end of the defect liability period.	N <sub>o</sub>	10.00		
25.05	Grassing as instructed by the Engineer. Rate to include care and watering of the grass until it is firmly established to the satisfaction of the Engineer.				
	(a) Approved "runner" species of indigenous species of grass	m <sup>2</sup>	200.00		
25.06	Provide, plant and develop the lawn in approved variety grass including excavating the existing soil to maximum depth 30 mm removing and stacking of excavated earth to instructed location, dressing the soil in proper slope, mound, fitting the excavation	m <sup>2</sup>	400.00		
25.07	Landscaping of embankment slopes, cut faces, side drains of outfall channels, shoulders, spoil and borrow areas. Rate to include light compaction of the landscaped areas to the satisfaction of the Engineer.	m <sup>2</sup>	100.00		
25.08	Monitor Air quality for SPM, PM10, SO <sub>2</sub> , NO <sub>X</sub> , CO & HC in each season with a frequency of 24 hr/day for two consecutive working days per week for two weeks during construction period at three locations as instructed by the Engineer.	N <sub>o</sub> of samples	2.00		

25.09	Monitor Noise levels once in every season for two non consecutive days per week for 2 weeks with an interval of 10 minutes for 24 hr at three locations as instructed by the Engineer.	No of samples	2.00		
25.1	Test water quality at two locations along the project for pH, BOD, TSS, TDS, DO, turbidity and O&G once in each season or as instructed by the Engineer.	No of samples	2.00		
25.11	Test soil quality for heavy metals and oil & grease at the start and end of construction activity at the relevant sections as instructed by the Engineer.	No of samples	2.00		
Total Carried Forward to Summary:					
<b>BILL No 12.14: STREET LIGHTING</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	Supply, install, test and commission the following:				
	All-in-one Solar L.E.D street light system comprising of the following:				
26.01	10m concrete pole column complete with a single (1) arm side entry bracket of 1.5m outreach with 1No. All In One (Intergrated) Solar Street Light as per Drawings provided complete with all accessories and spaced at 30m pole to pole distance	No	13		

26.02	Supply and insall All in one solar L.E.D street light with the following parameters 1) Model No: SSL-A3 All in One Solar Street Light.2) LED : 240w with Bridgelux/CREE/Philipsled chips 3030, 160-170LM/W, 6000K ~6500K(customized 2700k-6500k)3) Solar Panel : 180w High Efficiency Monocrystalline Silicon4) Battery : Inbuilt LIFEPO4 Battery5) Mounting Height : 12M6) Intelligent Light Mode : Time control + Light control + Motion sensor(optional)7) Lifespan: 50,000hrs8) Beam Angel: 150x70°9) Solar Charging Time: 6 hours by bright sunlight10) Back Up : 3 - 7 Cloudy / rainy days11) Lighting Time(Full Power): 12-14hours12) Lighting Time(30% saving mode): 39 hours The brand to be Approved Equivalent by the Electrical Engineer	No	13		
26.03	Earthing for every individual pole comprising of a 6mm <sup>2</sup> earth lead and 1800mm long by 15mm diameter copper earth electrode with a driving tip and clamp in a 150mm by 150mm by 200mm concrete manhole with removable cover. To be covered and not to be seen after completion of surface.	No	13		
26.04	Civil works for reinforced concrete 600mm x 600mm x1000mm streetlight pole foundations of C30 concrete rates to include excavation, backfilling etc.	No	13		
26.05	Testing and commissioning of all luminaires and earthing tests on all pole.	No	13		
Total Carried Forward to Summary:					

Bill No. 12 Carried Forward To Bill Summary Page

**KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2**

**Road works for Nyeri County**

**BILL 13: Detailed Bill of Quantities (ROAD B KIAMWATHI KM 0+000-0+080)**

**BILL NO.13.1: SITE CLEARANCE AND TOP SOIL STRIPPING**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
Note: All haulage is to be included in the Contractor's rates and prices. There is no separate payment for overhaul					
4.01	Clear site on road reserve including removal of trees,hedges, bushes, and other vegetation or deleterious organic material , grub up roots in accordance with the specifications	m2	720.00		
4.02	Remove upto 0.2m top soil including removal of all grass, transport to spoil and spread or stockpile for re-use as directed by the Engineer	m3	128.00		
4.03	Excavate, remove and dispose existing pipe culverts including the inlet and outlet structures as directed by the Engineer	m	50.00		
Total Carried Forward to Summary:					
<b>BILL NO.13.2: EARTHWORKS</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
5.01	Cut to spoil in soft material as directed by the Engineer including excavation in swamps.	m3	336.00		
5.02	Cut to fill in hard material	m3	150.00		
5.03	Provide and fill in soft material from borrow pits and compact	m3	224.00		
5.04	5.03 but in hard material	m3	75.00		

5.05	Provide, spread, water, process and compact 300 mm improved subgrade to 100% MDD (AASHTO T99) in two layers of 150 mm thickness.	m3	180.00		
5.06	Scarify, water and compact existing ground	m3	84.00		
Total Carried Forward to Summary:					
<b>BILL NO. 13.3: Excavation for Structures</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
7.01	Excavate in soft material to any depth, compact the surface to receive the gabions	m3	384		
7.02	Extra over item 7.01 for excavation in hard material	m3	192		
7.03	Provide and fix gabion mesh for boxes and mattresses, including diaphragms	m2	192		
7.04	Provide, haul over any distance and place rockfill to gabion boxes and mattresses	m3	192		
7.05	Provide 50mm thick concrete class 15/20 to exposed surfaces of the gabion boxes and mattresses	m3	9.6		
Total Carried Forward to Summary:					
<b>BILL NO. 13.4: CULVERTS AND DRAINAGE</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
8.01	Excavate in soft material to the range of depths stated below for pipe culverts, subsoil drains, headwalls, wing walls, aprons, toe walls, drop inlets, mitre drains, cut off drains, outfall to free flowing, catch water drains and median drains including support of trench sides, backfilling and	m3	259.20		

	compacting as specified or as instructed by the Engineer.				
8.02	As item 8.01 but in hard material	m3	86.00		
8.03	Provide, place and compact class 20/20 precast/in situ concrete to side drains as instructed by the Engineer inclusive of formwork	m3	81		
8.04	Provide BRC Mesh A142 for side drains, outfall drains and access culverts	m2	696.00		
8.05	Provide, lay and joint 600 mm I.D. Precast Concrete pipes	m	10.00		
8.06	Provide, lay and joint 900 mm I.D. precast Concrete pipes	m	30.00		
8.07	Provide, lay and joint 1200 mm I.D. precast Concrete pipes	m	10.00		
8.08	Provide and place Class 25/20 concrete for side walls, head walls, top slabs, trenches, drains, retaining walls, toe walls to pipe culvert and to the side drain base.	m3	51.00		
8.09	Provide, place and compact class 15/20 for use as bed, haunch and surround, including formwork	m3	32.00		
Total Carried Forward to Summary:					
<b>BILL NO 13.6: SHOULDER TO PAVEMENT AND FOOTPATH</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
11.01	Provide, Place, water and compact 150mm natural gravel of CBR greater	m3	12.00		

	than 15% for walkway as directed by the Engineer				
Total Carried Forward to Summary:					
<b>BILL NO 13.7: NATURAL MATERIAL BASE AND SUBBASE</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
12.01	Provide, spread, water, process and compact to 95% MDD (AASHTO T180) gravel of subbase quality on carriageway, accesses, junctions and shoulders or as instructed by the Engineer.	m <sup>3</sup>	105.00		
12.02	Provide, lay, and compact natural gravel as base for carriageway, junctions accesses and bus bays as directed by the Engineer.	m <sup>3</sup>	75.00		
Total Carried Forward to Summary:					
<b>BILL NO.13.8: CEMENT AND TREATED LIME MATERIAL</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
14.01	Provide, store and transport to site of works cement improvement agent for Base as specified or instructed by the Engineer	Ton	4.00		
14.02	Mix the Base material with the instructed cement quantity, use a pulvimixer, grade with a motor grader and compact with a road roller at OMC to achieve the desired unconfined compressive strength and to form a layer of sub-base as specified or instructed by the Engineer	m <sup>3</sup>	75.00		
14.03	Allow for curing and protection of treated sub base as specified or as instructed by the Engineer	m <sup>2</sup>	600.00		

Total Carried Forward to Summary:					
<b>BILL NO. 13.9: BITUMINOUS SURFACE TREATMENT</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
15.01	Clean and prepare surfaces of main carriageway, slip roads, shoulders, busbays, accesses and junctions, provide heat and spray MC-30 cutback bitumen as prime coat at a rate of spray of at 0.8-1.2 l/sqm as instructed by the Engineer	L	624.00		
15.02	Clean and prepare surfaces of main carriageway, slip roads, shoulders, busbays, accesses and junctions, provide heat and spray K1-70 bitumen emulsion as tack coat at a rate of spray of at 0.3-0.8 l/sqm as instructed by the Engineer	L	416.00		
Total Carried Forward to Summary:					
<b>BILL 13.10: BITUMINOUS MIXES</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
16.01	Prepare surfaces, provide, mix, lay and compact Asphaltic Concrete (AC) (Type 2) as wearing course as directed by the Engineer.	m <sup>3</sup>	26.00		
Total Carried Forward to Summary:					
<b>BILL NO.13.11: ROAD FURNITURE</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)

20.01	Provide and lay hot applied thermoplastic road marking compound in approved colour and shade (ASTM 9) for road marking on bituminous surface on centerline, 100 mm, edge line 150 mm wide 3.0 mm thick, using fully automatic extrusion machine and using pre-melter for melting thermoplastic material including cleaning the surface of all dirt, dust, and other foreign matter, complete with demarcation at site/pre-marking, finishing and managing the traffic movements. Marking to be done as per the specifications, detailed drawings and as instructed by the Engineer.				
	(i) For lane marking (broken lines) with yellow paint, 100 mm wide	m2	2.66		
	(ii) For edge lines (continuous line) with white paint, 150 mm wide	m2	24.00		
20.02	Supply and fix regulatory/mandatory road sign boards made up with high intensity grade retro-reflective type sheeting (ASTM 9) complete as per the drawings and Technical specifications.	No.	1.00		
20.03	Supply and fix cautionary/warning road sign boards made up with high intensity grade retro-reflective type sheeting (ASTM 9) complete as per the drawings and Technical Specifications	No.	1.00		
20.04	Supply and fix informatory road sign boards made up with high intensity grade retro-reflective type sheeting complete as per drawing and Technical specifications.				

	(i) Area less than 1.0 m <sup>2</sup>	No.	1.00		
	(ii) Area more than 1.0 m <sup>2</sup> but less than 2 m <sup>2</sup>	No.	1.00		
20.05	Pre-cast/cast-in-situ kerb /divider				
	(i) High Kerb	m	150.00		
	(ii) Flash Kerbs	m	150.00		
20.06	Construct speed humps and rumble strips on carriageway in locations directed by the Engineer	m <sup>3</sup>	4.00		
20.07	Excavate in any material for, provide all materials, supply and install bollards 150mm diameter class A black pipes circular hollow sections 6mm thick, 200mm diameter with brackets welded at base and filled with compacted concrete class 10/15 and 1:3 cement mortar conical coping on top to the Engineer's satisfaction. The pipes shall be 1000mm long with 550mm protruding above the ground and the part above ground painted black with a 300mm white reflective strip.	No.	10.00		
20.08	Provide, lay and joint 100mm x 125mm concrete channels straight and radius greater than 12m laid on a 100mm x 125mm concrete class 15 bed and haunch.	m	80.00		
Total Carried Forward to Summary:					
<b>BILL № 13.12: PAVING BLOCKS</b>					
23.01	Provide and spread quarry dust on base to a thickness of 50mm on the footpath in preparation for footpath	m <sup>3</sup>	4		

23.02	Provide, lay and install 200mm x 100mm x 60mm thick approved precast concrete paving blocks on approved 40mm thick sand bed at the footpaths and other areas as specified on the drawings and as directed by the Engineer. Colour and laying pattern of the blocks to be approved by the engineer.	m <sup>2</sup>	80.00		
Total Carried Forward to Summary:					
<b>BILL № 13.13: LANDSCAPING</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
25.01	Supply, stack and spread approved earth and manure at site including royalty and carriage up to 15 m as instructed by the Engineer.	m <sup>3</sup>	10.00		
25.02	Supply, stack, plant and water flowering/avenue trees of at least 1m height above the ground level in excavated pits of size 1.2m x 1.2m x 1.2m and after planting, removal and stacking of excavated earth to approved location, filling the pit with soil for large and small trees as instructed by the Engineer.	№	10.00		
25.03	Provide, plant and develop the plants, shrubs and flower bed on embankment slopes, inside the embankment and as shown on the drawing in excavated pits of size 0.6 x 0.6 x 0.6 and after planting removal and staking of excavated pits / bed with appropriate material				
	(a) Medium shrubs	№	5.00		
	(b) Small shrubs	№	5.00		

25.04	Transplantation of the existing trees of girth above 600 mm girth as instructed by Engineer, including uprooting, shifting of the tree and placing in excavated pits of suitable size and after transplanting, removal and stacking of excavated earth to approved locations as instructed by the Engineer. Rate to include maintenance of transplanted trees including watering , including labour, all tools and equipment and maintaining up to defect liability period. as instructed by Engineer up to the end of the defect liability period.	N <sub>o</sub>	5.00		
25.05	Grassing as instructed by the Engineer. Rate to include care and watering of the grass until it is firmly established to the satisfaction of the Engineer.				
	(a) Approved "runner" species of indigenous species of grass	m <sup>2</sup>	40.00		
25.06	Provide, plant and develop the lawn in approved variety grass including excavating the existing soil to maximum depth 30 mm removing and stacking of excavated earth to instructed location, dressing the soil in proper slope, mound, fitting the excavation	m <sup>2</sup>	80.00		
25.07	Landscaping of embankment slopes, cut faces, side drains of outfall channels, shoulders, spoil and borrow areas. Rate to include light compaction of the landscaped areas to the satisfaction of the Engineer.	m <sup>2</sup>	30.00		
Total Carried Forward to Summary:					
<b>BILL N<sub>o</sub> 13.14: STREET LIGHTING</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)

	Supply, install, test and commission the following:				
	All-in-one Solar L.E.D street light system comprising of the following:				
26.01	10m concrete pole complete with a single (1) arm side entry bracket of 1.5m outreach with 1No. All In One (Intergrated) Solar Street Light as per Drawings provided complete with all accessories and spaced at 30m pole to pole distance	No	2		
26.02	Supply and insall All in one solar L.E.D street light with the following parameters 1) Model No: SSL-A3 All in One Solar Street Light. 2) LED : 240w with Bridgelux/CREE/Philipsled chips 3030, 160-170LM/W, 6000K ~6500K(customized 2700k-6500k) 3) Solar Panel : 180w High Efficiency Monocrystalline Silicon 4) Battery : Inbuilt LIFEPO4 Battery 5) Mounting Height : 12M 6) Intelligent Light Mode : Time control + Light control + Motion sensor(optional) 7) Lifespan: 50,000hrs 8) Beam Angel: 150x70° 9) Solar Charging Time: 6 hours by bright sunlight 10) Back Up : 3 - 7 Cloudy / rainy days 11) Lighting Time(Full Power): 12-14hours 12) Lighting Time(30% saving mode): 39 hours The brand to be Approved Equivalent by the Electrical Engineer	No	2		

26.03	Earthing for every individual pole comprising of a 6mm <sup>2</sup> earth lead and 1800mm long by 15mm diameter copper earth electrode with a driving tip and clamp in a 150mm by 150mm by 200mm concrete manhole with removable cover. To be covered and not to be seen after completion of surface.	No	2		
26.04	Civil works for reinforced concrete 600mm x 600mm x1000mm streetlight pole foundations of C30 concrete rates to include excavation, backfilling etc.	No	2		
26.05	Testing and commissioning of all luminaires and earthing tests on all pole.	No	2		
Total Carried Forward to Summary:					

Bill No. 13 Carried Forward To Bill Summary Page

**KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2****Road works for Nyeri County****BILL 14: Detailed Bill of Quantities (ROAD A MWEIGA)****BILL NO.14.1: SITE CLEARANCE AND TOP SOIL STRIPPING**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
Note: All haulage is to be included in the Contractor's rates and prices. There is no separate payment for overhaul					
4.01	Clear site on road reserve including removal of trees,hedges, bushes, and other vegetation or deleterious organic material , grub up roots in accordance with the specifications	m2	4,455.00		
4.02	Remove upto 0.2m top soil including removal of all grass, transport to spoil and spread or stockpile for re-use as directed by the Engineer	m3	792.00		
4.03	Excavate, remove and dispose existing pipe culverts including the inlet and outlet structures as directed by the Engineer	m	50.00		

Total Carried Forward to Summary:

**BILL NO.14.2: EARTHWORKS**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
5.01	Cut to spoil in soft material as directed by the Engineer including excavation in swamps.	m3	2,079.00		
5.02	Cut to fill in hard material	m3	500.00		
5.03	Provide and fill in soft material from borrow pits and compact	m3	1,386.00		
5.04	5.03 but in hard material	m3	462.00		

5.05	Provide, spread, water, process and compact 300 mm improved subgrade to 100% MDD (AASHTO T99) in two layers of 150 mm thickness.	m3	1,114.00		
5.06	Scarify, water and compact existing ground	m3	525.00		
Total Carried Forward to Summary:					
<b>BILL NO. 14.3: Excavation for Structures</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
7.01	Excavate in soft material to any depth, compact the surface to receive the gabions	m3	320		
7.02	Extra over item 7.01 for excavation in hard material	m3	160		
7.03	Provide and fix gabion mesh for boxes and mattresses, including diaphragms	m2	160		
7.04	Provide, haul over any distance and place rockfill to gabion boxes and mattresses	m3	160		
7.05	Provide 50mm thick concrete class 15/20 to exposed surfaces of the gabion boxes and mattresses	m3	8		
Total Carried Forward to Summary:					
<b>BILL NO. 14.4: CULVERTS AND DRAINAGE</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
8.01	Excavate in soft material to the range of depths stated below for pipe culverts, subsoil drains, headwalls, wing walls, aprons, toe walls, drop inlets, mitre drains, cut off drains, outfall to free flowing, catch water drains and median drains including support of trench sides, backfilling and compacting as specified or as instructed by the Engineer.	m3	1,000.80		

8.02	As item 8.01 but in hard material	m3	333.27		
8.03	Provide, place and compact class 20/20 precast/in situ concrete to side drains as instructed by the Engineer inclusive of formwork	m3	312.75		
8.04	Provide BRC Mesh A142 for side drains, outfall drains and access culverts	m2	1,500.00		
8.05	Provide, lay and joint 600 mm I.D. Precast Concrete pipes	m	30.00		
8.06	Provide, lay and joint 900 mm I.D. precast Concrete pipes	m	120.00		
8.07	Provide, lay and joint 1200 mm I.D. precast Concrete pipes	m	30.00		
8.08	Provide and place Class 25/20 concrete for side walls, head walls, top slabs, trenches, drains, retaining walls, toe walls to pipe culvert and to the side drain base.	m3	68.40		
8.09	Provide, place and compact class 15/20 for use as bed, haunch and surround, including formwork	m3	34.75		

Total Carried Forward to Summary:

**BILL NO.14.5: PASSAGE OF TRAFFIC**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
9.01	Allow a provisional sum for passage of traffic through the works including provision of signs, barriers etc. in accordance with section 907 of the standard specifications.	Days	180.00		
9.02	Allow a percentage for contractor's overhead and profit	%			
9.03	Provide, spread, water and compact gravel on deviation roads thickness 150mm	m3	900.00		

Total Carried Forward to Summary:					
<b>BILL NO 14.6: SHOULDER TO PAVEMENT AND FOOTPATH</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
11.01	Provide, Place, water and compact 150mm natural gravel of CBR greater than 15% for walkway as directed by the Engineer	m <sup>3</sup>	74.25		
Total Carried Forward to Summary:					
<b>BILL NO 14.7: NATURAL MATERIAL BASE AND SUBBASE</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
12.01	Provide, spread, water, process and compact to 95% MDD (AASHTO T180) gravel of subbase quality on carriageway, accesses, junctions and shoulders or as instructed by the Engineer.	m <sup>3</sup>	650.00		
12.02	Provide, lay, and compact natural gravel as base for carriageway, junctions accesses and bus bays as directed by the Engineer.	m <sup>3</sup>	464.00		
Total Carried Forward to Summary:					
<b>BILL NO.14.8: CEMENT AND TREATED LIME MATERIAL</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
14.01	Provide, store and transport to site of works cement improvement agent for Base as specified or instructed by the Engineer	Ton	27.00		
14.02	Mix the Base material with the instructed cement quantity, use a pulvimixer, grade with a motor grader and compact with a road roller at OMC to achieve the desired unconfined compressive strength and to form a layer of sub-base as specified or instructed by the Engineer	m <sup>3</sup>	464.00		

14.03	Allow for curing and protection of treated sub base as specified or as instructed by the Engineer	m <sup>2</sup>	3,713.00		
Total Carried Forward to Summary:					
<b>BILL NO. 14.9: BITUMINOUS SURFACE TREATMENT</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
15.01	Clean and prepare surfaces of main carriageway, slip roads, shoulders, busbays, accesses and junctions, provide heat and spray MC-30 cutback bitumen as prime coat at a rate of spray of at 0.8-1.2 l/sqm as instructed by the Engineer	L	3,861.00		
15.02	Clean and prepare surfaces of main carriageway, slip roads, shoulders, busbays, accesses and junctions, provide heat and spray K1-70 bitumen emulsion as tack coat at a rate of spray of at 0.3-0.8 l/sqm as instructed by the Engineer	L	2,574.00		
Total Carried Forward to Summary:					
<b>BILL 14.10: BITUMINOUS MIXES</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
16.01	Prepare surfaces, provide, mix, lay and compact Asphaltic Concrete (AC) (Type 2) as wearing course as directed by the Engineer.	m <sup>3</sup>	161.00		
Total Carried Forward to Summary:					
<b>BILL NO.14.11: ROAD FURNITURE</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)

20.01	Provide and lay hot applied thermoplastic road marking compound in approved colour and shade (ASTM 9) for road marking on bituminous surface on centerline, 100 mm, edge line 150 mm wide 3.0 mm thick, using fully automatic extrusion machine and using pre-melter for melting thermoplastic material including cleaning the surface of all dirt, dust, and other foreign matter, complete with demarcation at site/pre-marking, finishing and managing the traffic movements. Marking to be done as per the specifications, detailed drawings and as instructed by the Engineer.				
	(i) For lane marking (broken lines) with yellow paint, 100 mm wide	m2	18.32		
	(ii) For edge lines (continuous line) with white paint, 150 mm wide	m2	165.00		
20.02	Supply and fix regulatory/mandatory road sign boards made up with high intensity grade retro-reflective type sheeting (ASTM 9) complete as per the drawings and Technical specifications.	No.	3.00		
20.03	Supply and fix cautionary/warning road sign boards made up with high intensity grade retro-reflective type sheeting (ASTM 9) complete as per the drawings and Technical Specifications	No.	3.00		
20.04	Supply and fix informatory road sign boards made up with high intensity grade retro-reflective type sheeting complete as per drawing and Technical specifications.				
	(i) Area less than 1.0 m2	No.	3.00		
	(ii) Area more than 1.0 m2 but less than 2 m2	No.	3.00		
20.05	Pre-cast/cast-in-situ kerb /divider				

	(i) High Kerb	m	742.50		
	(ii) Flash Kerbs	m	742.50		
20.06	Construct speed humps and rumble strips on carriageway in locations directed by the Engineer	m <sup>3</sup>	11.00		
20.07	Excavate in any material for, provide all materials, supply and install bollards 150mm diameter class A black pipes circular hollow sections 6mm thick, 200mm diameter with brackets welded at base and filled with compacted concrete class 10/15 and 1:3 cement mortar conical coping on top to the Engineer's satisfaction. The pipes shall be 1000mm long with 550mm protruding above the ground and the part above ground painted black with a 300mm white reflective strip.	No.	20.00		
20.08	Provide, lay and joint 100mm x 125mm concrete channels straight and radius greater than 12m laid on a 100mm x 125mm concrete class 15 bed and haunch.	m	495.00		
Total Carried Forward to Summary:					
<b>BILL № 14.12: PAVING BLOCKS</b>					
23.01	Provide and spread quarry dust on base to a thickness of 50mm on the footpath in preparation for footpath	m <sup>3</sup>	24.75		
23.02	Provide, lay and install 200mm x 100mm x 60mm thick approved precast concrete paving blocks on approved 40mm thick sand bed at the footpaths and other areas as specified on the drawings and as directed by the Engineer. Colour and laying pattern of the blocks to be approved by the engineer.	m <sup>2</sup>	495.00		
Total Carried Forward to Summary:					

BILL № 14.13: LANDSCAPING					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
25.01	Supply, stack and spread approved earth and manure at site including royalty and carriage up to 15 m as instructed by the Engineer.	m <sup>3</sup>	100.00		
25.02	Supply, stack, plant and water flowering/avenue trees of at least 1m height above the ground level in excavated pits of size 1.2m x 1.2m x 1.2m and after planting, removal and stacking of excavated earth to approved location, filling the pit with soil for large and small trees as instructed by the Engineer.	№	20.00		
25.03	Provide, plant and develop the plants, shrubs and flower bed on embankment slopes, inside the embankment and as shown on the drawing in excavated pits of size 0.6 x 0.6 x 0.6 and after planting removal and staking of excavated pits / bed with appropriate material				
	(a) Medium shrubs	№	10.00		
	(b) Small shrubs	№	10.00		
25.04	Transplantation of the existing trees of girth above 600 mm girth as instructed by Engineer, including uprooting, shifting of the tree and placing in excavated pits of suitable size and after transplanting, removal and stacking of excavated earth to approved locations as instructed by the Engineer. Rate to include maintenance of transplanted trees including watering , including labour, all tools and equipment and maintaining up to defect liability	№	10.00		

	period. as instructed by Engineer up to the end of the defect liability period.				
25.05	Grassing as instructed by the Engineer. Rate to include care and watering of the grass until it is firmly established to the satisfaction of the Engineer.				
	(a) Approved "runner" species of indigenous species of grass	m2	275.00		
25.06	Provide, plant and develop the lawn in approved variety grass including excavating the existing soil to maximum depth 30 mm removing and stacking of excavated earth to instructed location, dressing the soil in proper slope, mound, fitting the excavation	m2	250.00		
25.07	Landscaping of embankment slopes, cut faces, side drains of outfall channels, shoulders, spoil and borrow areas. Rate to include light compaction of the landscaped areas to the satisfaction of the Engineer.	m2	100.00		
25.08	Monitor Air quality for SPM, PM10, SO2, NOX, CO & HC in each season with a frequency of 24 hr/day for two consecutive working days per week for two weeks during construction period at three locations as instructed by the Engineer.	N <sub>o</sub> of samples	2.00		
25.09	Monitor Noise levels once in every season for two non consecutive days per week for 2 weeks with an interval of 10 minutes for 24 hr at three locations as instructed by the Engineer.	N <sub>o</sub> of samples	2.00		
25.1	Test water quality at two locations along the project for pH, BOD, TSS, TDS, DO,	N <sub>o</sub> of samples	2.00		

	turbidity and O&G once in each season or as instructed by the Engineer.				
25.11	Test soil quality for heavy metals and oil & grease at the start and end of construction activity at the relevant sections as instructed by the Engineer.	No of samples	2.00		
Total Carried Forward to Summary:					
<b>BILL No 14.14: STREET LIGHTING</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	Supply, install, test and commission the following:				
	All-in-one Solar L.E.D street light system comprising of the following:				
26.01	10m concrete pole column complete with a single (1) arm side entry bracket of 1.5m outreach with 1No. All In One (Intergrated) Solar Street Light as per Drawings provided complete with all accessories and spaced at 30m pole to pole distance	No	18		
26.02	Supply and insall All in one solar L.E.D street light with the following parameters 1) Model No: SSL-A3 All in One Solar Street Light. 2) LED : 240w with Bridgelux/CREE/Philipsled chips 3030, 160-170LM/W, 6000K ~6500K(customized 2700k-6500k) 3) Solar Panel : 180w High Efficiency Monocrystalline Silicon 4) Battery : Inbuilt LIFEPO4 Battery 5) Mounting Height : 12M 6) Intelligent Light Mode : Time control + Light control + Motion sensor(optional) 7) Lifespan: 50,000hrs 8) Beam Angel: 150x70° 9) Solar Charging Time: 6 hours by bright	No	18		

	<p>sunlight</p> <p>10) Back Up : 3 - 7 Cloudy / rainy days</p> <p>11) Lighting Time(Full Power): 12-14hours</p> <p>12) Lighting Time(30% saving mode): 39 hours</p> <p>The brand to be Approved Equivalent by the Electrical Engineer</p>				
26.03	<p>Earthing for every individual pole comprising of a 6mm<sup>2</sup> earth lead and 1800mm long by 15mm diameter copper earth electrode with a driving tip and clamp in a 150mm by 150mm by 200mm concrete manhole with removable cover. To be covered and not to be seen after completion of surface.</p>	No	18		
26.04	<p>Civil works for reinforced concrete 600mm x 600mm x1000mm streetlight pole foundations of C30 concrete rates to include excavation, backfilling etc.</p>	No	18		
26.05	<p>Testing and commissioning of all luminaires and earthing tests on all pole.</p>	No	18		
Total Carried Forward to Summary:					

Bill No. 14 Carried Forward To Bill Summary Page

KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2					
Road works for Nyeri County					
BILL 15: Detailed Bill of Quantities (ROAD F MWEIGA KM 0+000-KM 0+440)					
BILL NO.15.1: SITE CLEARANCE AND TOP SOIL STRIPPING					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
Note: All haulage is to be included in the Contractor's rates and prices. There is no separate payment for overhaul					
4.01	Clear site on road reserve including removal of trees,hedges, bushes, and other vegetation or deleterious organic material , grub up roots in accordance with the specifications	m2	3,960.00		
4.02	Remove upto 0.2m top soil including removal of all grass, transport to spoil and spread or stockpile for re-use as directed by the Engineer	m3	704.00		
4.03	Excavate, remove and dispose existing pipe culverts including the inlet and outlet structures as directed by the Engineer	m	50.00		
Total Carried Forward to Summary:					
BILL NO.15.2: EARTHWORKS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
5.01	Cut to spoil in soft material as directed by the Engineer including excavation in swamps.	m3	1,848.00		
5.02	Cut to fill in hard material	m3	600.00		
5.03	Provide and fill in soft material from borrow pits and compact	m3	1,232.00		
5.04	5.03 but in hard material	m3	410.00		

5.05	Provide, spread, water, process and compact 300 mm improved subgrade to 100% MDD (AASHTO T99) in two layers of 150 mm thickness.	m3	990.00		
5.06	Scarify, water and compact existing ground	m3	462.00		
Total Carried Forward to Summary:					
<b>BILL NO. 15.3: Excavation for Structures</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
7.01	Excavate in soft material to any depth, compact the surface to receive the gabions	m3	512		
7.02	Extra over item 7.01 for excavation in hard material	m3	256		
7.03	Provide and fix gabion mesh for boxes and mattresses, including diaphragms	m2	256		
7.04	Provide, haul over any distance and place rockfill to gabion boxes and mattresses	m3	256		
7.05	Provide 50mm thick concrete class 15/20 to exposed surfaces of the gabion boxes and mattresses	m3	12.8		
Total Carried Forward to Summary:					
<b>BILL NO. 15.4: CULVERTS AND DRAINAGE</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
8.01	Excavate in soft material to the range of depths stated below for pipe culverts, subsoil drains, headwalls, wing walls, aprons, toe walls, drop inlets, mitre drains, cut off drains, outfall to free flowing, catch water drains and median drains including support of trench sides, backfilling and compacting as specified or as instructed by the Engineer.	m3	633.60		

8.02	As item 8.01 but in hard material	m3	210.99		
8.03	Provide, place and compact class 20/20 precast/in situ concrete to side drains as instructed by the Engineer inclusive of formwork	m3	198.00		
8.04	Provide BRC Mesh A142 for side drains, outfall drains and access culverts	m2	1,423.68		
8.05	Provide, lay and joint 600 mm I.D. Precast Concrete pipes	m	-		
8.06	Provide, lay and joint 900 mm I.D. precast Concrete pipes	m	90.00		
8.07	Provide, lay and joint 1200 mm I.D. precast Concrete pipes	m			
8.08	Provide and place Class 25/20 concrete for side walls, head walls, top slabs, trenches, drains, retaining walls, toe walls to pipe culvert and to the side drain base.	m3	51.30		
8.09	Provide, place and compact class 15/20 for use as bed, haunch and surround, including formwork	m3	105.00		

Total Carried Forward to Summary:

**BILL NO.15.5: PASSAGE OF TRAFFIC**

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
9.01	Allow a provisional sum for passage of traffic through the works including provision of signs, barriers etc. in accordance with section 907 of the standard specifications.	Days	180.00		
9.02	Allow a percentage for contractor's overhead and profit	%	-		
9.03	Provide, spread, water and compact gravel on deviation roads thickness 150mm	m3	450.00		

Total Carried Forward to Summary:

BILL NO 15.6: SHOULDER TO PAVEMENT AND FOOTPATH					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
11.01	Provide, Place, water and compact 150mm natural gravel of CBR greater than 15% for walkway as directed by the Engineer	m <sup>3</sup>	66.00		
Total Carried Forward to Summary:					
BILL NO 15.7: NATURAL MATERIAL BASE AND SUBBASE					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
12.01	Provide, spread, water, process and compact to 95% MDD (AASHTO T180) gravel of subbase quality on carriageway, accesses, junctions and shoulders or as instructed by the Engineer.	m <sup>3</sup>	578.00		
12.02	Provide, lay, and compact natural gravel as base for carriageway, junctions accesses and bus bays as directed by the Engineer.	m <sup>3</sup>	413.00		
Total Carried Forward to Summary:					
BILL NO.15.8: CEMENT AND TREATED LIME MATERIAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
14.01	Provide, store and transport to site of works cement improvement agent for Base as specified or instructed by the Engineer	Ton	24.00		
14.02	Mix the Base material with the instructed cement quantity, use a pulvimixer, grade with a motor grader and compact with a road roller at OMC to achieve the desired unconfined compressive strength and to form a layer of sub-base as specified or instructed by the Engineer	m <sup>3</sup>	413.00		
14.03	Allow for curing and protection of treated sub base as specified or as instructed by the Engineer	m <sup>2</sup>	3,300.00		

Total Carried Forward to Summary:					
<b>BILL NO. 15.9: BITUMINOUS SURFACE TREATMENT</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
15.01	Clean and prepare surfaces of main carriageway, slip roads, shoulders, busbays, accesses and junctions, provide heat and spray MC-30 cutback bitumen as prime coat at a rate of spray of at 0.8-1.2 l/sqm as instructed by the Engineer	Litres	3,432.00		
15.02	Clean and prepare surfaces of main carriageway, slip roads, shoulders, busbays, accesses and junctions, provide heat and spray K1-70 bitumen emulsion as tack coat at a rate of spray of at 0.3-0.8 l/sqm as instructed by the Engineer	Litres	2,288.00		
Total Carried Forward to Summary:					
<b>BILL 15.10: BITUMINOUS MIXES</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
16.01	Prepare surfaces, provide, mix, lay and compact Asphaltic Concrete (AC) (Type 2) as wearing course as directed by the Engineer.	m <sup>3</sup>	143.00		
Total Carried Forward to Summary:					
<b>BILL NO.15.11: ROAD FURNITURE</b>					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
20.01	Provide and lay hot applied thermoplastic road marking compound in approved colour and shade (ASTM 9) for road marking on bituminous surface on centerline, 100 mm, edge line 150 mm wide 3.0 mm thick, using fully automatic extrusion machine and using pre-melter for melting thermoplastic material including cleaning the surface of all dirt, dust, and other foreign matter, complete with				

	demarcation at site/pre-marking, finishing and managing the traffic movements. Marking to be done as per the specifications, detailed drawings and as instructed by the Engineer.				
	(i) For lane marking (broken lines) with yellow paint, 100 mm wide	m2	15.00		
	(ii) For edge lines (continuous line) with white paint, 150 mm wide	m2	132.00		
20.02	Supply and fix regulatory/mandatory road sign boards made up with high intensity grade retro-reflective type sheeting (ASTM 9) complete as per the drawings and Technical specifications.	No.	2.00		
20.03	Supply and fix cautionary/warning road sign boards made up with high intensity grade retro-reflective type sheeting (ASTM 9) complete as per the drawings and Technical Specifications	No.	2.00		
20.04	Supply and fix informatory road sign boards made up with high intensity grade retro-reflective type sheeting complete as per drawing and Technical specifications.				
	(i) Area less than 1.0 m2	No.	2.00		
	(ii) Area more than 1.0 m2 but less than 2 m2	No.	2.00		
20.05	Pre-cast/cast-in-situ kerb /divider				
	(i) High Kerb	m	660.00		
	(ii) Flash Kerbs	m	660.00		

20.06	Construct speed humps and rumble strips on carriageway in locations directed by the Engineer	m <sup>3</sup>	11.00		
20.07	Excavate in any material for, provide all materials, supply and install bollards 150mm diameter class A black pipes circular hollow sections 6mm thick, 200mm diameter with brackets welded at base and filled with compacted concrete class 10/15 and 1:3 cement mortar conical coping on top to the Engineer's satisfaction. The pipes shall be 1000mm long with 550mm protruding above the ground and the part above ground painted black with a 300mm white reflective strip.	No.	20.00		
20.08	Provide, lay and joint 100mm x 125mm concrete channels straight and radius greater than 12m laid on a 100mm x 125mm concrete class 15 bed and haunch.	m	440.00		
20.09	Provide and install guard rail beams as directed by the Engineer	No.	14.00		
20.1	Provide and install guard rail posts as directed by the Engineer	m	100.00		
Total Carried Forward to Summary:					
<b>BILL № 15.12: PAVING BLOCKS</b>					
23.01	Provide and spread quarry dust on base to a thickness of 50mm on the footpath in preparation for footpath	m <sup>3</sup>	22		
23.02	Provide, lay and install 200mm x 100mm x 60mm thick approved precast concrete paving blocks on approved 40mm thick sand bed at the footpaths and other areas as specified on the drawings and as directed by the Engineer. Colour and laying pattern of the blocks to be approved by the engineer.	m <sup>2</sup>	440.00		
Total Carried Forward to Summary:					
<b>BILL № 15.13: LANDSCAPING</b>					

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
25.01	Supply, stack and spread approved earth and manure at site including royalty and carriage up to 15 m as instructed by the Engineer.	m <sup>3</sup>	100.00		
25.02	Supply, stack, plant and water flowering/avenue trees of at least 1m height above the ground level in excavated pits of size 1.2m x 1.2m x 1.2m and after planting, removal and stacking of excavated earth to approved location, filling the pit with soil for large and small trees as instructed by the Engineer.	N <sub>e</sub>	20.00		
25.03	Provide, plant and develop the plants, shrubs and flower bed on embankment slopes, inside the embankment and as shown on the drawing in excavated pits of size 0.6 x 0.6 x 0.6 and after planting removal and staking of excavated pits / bed with appropriate material				
	(a) Medium shrubs	N <sub>e</sub>	5.00		
	(b) Small shrubs	N <sub>e</sub>	5.00		
25.04	Transplantation of the existing trees of girth above 600 mm girth as instructed by Engineer, including uprooting, shifting of the tree and placing in excavated pits of suitable size and after transplanting, removal and stacking of excavated earth to approved locations as instructed by the Engineer. Rate to include maintenance of transplanted trees including watering , including labour, all tools and equipment and maintaining up to defect liability period. as instructed by Engineer up to the end of the defect liability period.	N <sub>e</sub>	5.00		
25.05	Grassing as instructed by the Engineer. Rate to include care and watering of the grass until				

	it is firmly established to the satisfaction of the Engineer.				
	(a) Approved "runner" species of indigenous species of grass	m2	390.00		
25.06	Provide, plant and develop the lawn in approved variety grass including excavating the existing soil to maximum depth 30 mm removing and stacking of excavated earth to instructed location, dressing the soil in proper slope, mound, fitting the excavation	m2	250.00		
25.07	Landscaping of embankment slopes, cut faces, side drains of outfall channels, shoulders, spoil and borrow areas. Rate to include light compaction of the landscaped areas to the satisfaction of the Engineer.	m2	50.00		
25.08	Monitor Air quality for SPM, PM10, SO2, NOX, CO & HC in each season with a frequency of 24 hr/day for two consecutive working days per week for two weeks during construction period at three locations as instructed by the Engineer.	Nº of samples	2.00		
25.09	Monitor Noise levels once in every season for two non consecutive days per week for 2 weeks with an interval of 10 minutes for 24 hr at three locations as instructed by the Engineer.	Nº of samples	2.00		
25.1	Test water quality at two locations along the project for pH, BOD, TSS, TDS, DO, turbidity and O&G once in each season or as instructed by the Engineer.	Nº of samples	2.00		
25.11	Test soil quality for heavy metals and oil & grease at the start and end of construction activity at the relevant sections as instructed by the Engineer.	Nº of samples	2.00		
Total Carried Forward to Summary:					
<b>BILL Nº 14.14: STREET LIGHTING</b>					

ITEM NO	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
	Supply, install, test and commission the following:				
	All-in-one Solar L.E.D street light system comprising of the following:				
26.01	10m concrete pole column complete with a single (1) arm side entry bracket of 1.5m outreach with 1No. All In One (Intergrated) Solar Street Light as per Drawings provided complete with all accessories and spaced at 30m pole to pole distance	No	16		
26.02	Supply and insall All in one solar L.E.D street light with the following parameters 1) Model No: SSL-A3 All in One Solar Street Light. 2) LED : 240w with Bridgelux/CREE/Philipsled chips 3030, 160-170LM/W, 6000K ~6500K(customized 2700k-6500k) 3) Solar Panel : 180w High Efficiency Monocrystalline Silicon 4) Battery : Inbuilt LIFEPO4 Battery 5) Mounting Height : 12M 6) Intelligent Light Mode : Time control + Light control + Motion sensor(optional) 7) Lifespan: 50,000hrs 8) Beam Angel: 150x70° 9) Solar Charging Time: 6 hours by bright sunlight 10) Back Up : 3 - 7 Cloudy / rainy days 11) Lighting Time(Full Power): 12-14hours 12) Lighting Time(30% saving mode): 39 hours The brand to be Approved Equivalent by the Electrical Engineer	No	16		
26.03	Earthing for every individual pole comprising of a 6mm <sup>2</sup> earth lead and 1800mm long by 15mm diameter copper earth electrode with a driving tip and clamp	No	16		

	in a 150mm by 150mm by 200mm concrete manhole with removable cover. To be covered and not to be seen after completion of surface.				
26.04	Civil works for reinforced concrete 600mm x 600mm x1000mm streetlight pole foundations of C30 concrete rates to include excavation, backfilling etc.	No	16		
26.05	Testing and commissioning of all luminaires and earthing tests on all pole.	No	16		
Total Carried Forward to Summary:					

Bill No. 15 Carried Forward To Bill Summary Page

**KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2**  
**ROADS/DRAINAGES/INFRASTRUCTURE/WATER AND SANITATION WORKS IN KENYA**  
**INFORMAL SETTLEMENTS**  
**BILL 8-25: Nyeri Road Works Summary**

<b>BILL OF QUANTITIES</b>			
<b>BILL NO</b>	<b>DESCRIPTION</b>	<b>LENGTH (m)</b>	<b>COST (Kshs.)</b>
Bill No. 8	Chorogi Road A (0+000-0+580)	930	
Bill No. 9	Ihwagi Road A (0+000-0+120, 0+800-0+920)	240	
Bill No. 10	Ihwagi Road B	150	
Bill No. 11	Kiawara Road A	812	
Bill No. 12	Kiamwathi Road A(0+000-0+360)	360	
Bill No. 13	Kiamwathi Road B (0+000-0+080)	80	
Bill No. 14	Mweiga Road A	495	
Bill No. 15	Mweiga Road F (0+000-0+440)	440	
<b>BILL 8-14 TOTAL CARRIED TO BILL GRAND SUMMARY PAGE</b>		<b>3,507</b>	

SIGNATURE OF BIDDER:  
 .....

NAME OF AUTHORIZED REPRESENTATIVE:  
 .....

COMPANY STAMP: .....

DATE: .....

**KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT (KISIP- 2)**

**ROADS/DRAINAGES/INFRASTRUCTURE/WATER AND SANITATION WORKS IN KENYA  
INFORMAL SETTLEMENTS**

**BILL NO 16: ENVIRONMENTAL & SOCIAL SAFEGUARDS**

ITEM	DESCRIPTION	UNIT	QTY	RATE (KShs)	AMOUNT (KShs)
9.1	<p>Allow for a provisional sum for obtaining necessary licences and approvals except for the ESIA for the project</p> <p>a) ESIA for borrow pits/material sites, campsites, Batching plants etc. and decommissioning certificate</p> <p>b) Water abstraction licenses/approvals</p> <p>c) OSHA work place registration</p> <p>d) Others (where applicable): Effluent Discharge Licence, Excessive Noise and Vibration, Bulk Petroleum Storage/Handling, NCA Registration, Raw Materials Haulage permits etc.</p>	<p>Lump Sum</p> <p>Lump Sum</p> <p>Lump Sum</p> <p>Lump Sum</p>			
9.2	<p>Allow a provisional sum for creating awareness on E&amp;S risks among the communities and workers</p> <p>a) Awareness on environmental and social risks to communities before works commencement and during works</p>	PC Sum			500,000.00

	b) HIV/Aids Awareness and prevention measures	PC Sum		500,000.00
	c) Gender: Gender Based Violence (GBV), Sexual Exploitation, Abuse and Harassment (SEAH)	PC Sum		500,000.00
	d) Climate Resilience and disaster management	PC Sum		500,000.00
	e) Operation and maintenance: Solid waste management	PC Sum		500,000.00
	f) E. O. item 9.2 (a) to 9.2 (e) for the contractor's overheads and profit.	%		
9.3	Allow for a provisional sum to undertake stakeholder engagement activities			
	a) Community meetings (with SEC and GRCs )	PC Sum		2,000,000.00
	b) Facilitate SECs and GRCs where necessary to deliver on their mandates	PC Sum		1,500,000.00
	c) Meetings with County-CPCTs and other stakeholders	PC Sum		1,000,000.00
	d) E. O. item 9.3 (a) to 9.3 (c) for the contractor's overheads and profit.	%		
9.4	Allow for the implementation of actions in the ESMP			
	a) Allow for the preparation and quarterly reviews of site-specific ESMP.	Lump Sum		
	b) Traffic management-awareness, traffic Marshalls, signage, diversions etc.	Lump Sum		

	c) Occupational health and safety - Induction, training/awareness, First Aiders, Fire Marshals, safety committees, supervisors, Safety Officers access rumps etc.	Lump Sum		
	d) Capacity building and support of the project Management and HS Officer to implement and Report Climate Mainstreaming actions	Lump Sum		
	e) Provision of personal protective equipment	Lump Sum		
	f) Dust/noise and excessive vibrations control	Lump Sum		
	g) Facilities e.g., toilets and bathrooms, drinking water etc.	Lump Sum		
	h) Disposal of construction waste	Lump Sum		
9.5	Provide for rehabilitation and restoration of disturbed environments			
	a) Rehabilitations of material sites	Lump Sum		
	b) Revegetation of cleared areas	Lump Sum		
	c) Restoration of impacted community assets	Lump Sum		
9.6	Allow for a provisional sum for the project closure Environmental audit and submission to NEMA			
	a) Project closure Environmental audit	PC Sum		500,000.00
	b) Submission of the report and approval by NEMA	PC Sum		500,000.00

9.8	<p>c) E. O. item 9.6 (a) and 9.6 (b) for the contractor's overheads and profit.</p> <p>Allow provisional sum to be spent in whole or part, for community sensitization/mobilization activities and Training of identified CBOs for Operation of the constructed facilities. To be expended as directed by the Engineer</p>	%			2,000,000.00
BILL 16 COLLECTION CARRIED TO GRAND SUMMARY					

KENYA INFORMAL SETTLEMENT IMPROVEMENT PROJECT -KISIP-2					
ROADS/DRAINAGES/INFRASTRUCTURE/WATER AND SANITATION WORKS IN KENYA INFORMAL SETTLEMENTS					
Nyeri Informal Settlements Works					
BILL 17- NYERI DAYWORKS (PROVISIONAL SUM)					
ITEM	DESCRIPTION	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
	Note:The rates inserted herein are to include all operational and maintenance costs, fuel, oil, grease, drivers/operators' wages, supervision, overheads, and profits. Only time actually employed upon the work will be measured and the rates should include for idle time. Any plant employed upon Day works which have power rating lower than that specified, shall be paid for at rates lower than those in the Schedule of Day works. The reduction in the payable date shall be in proportion to the power rating below that specified.				
	PLANT AND EQUIPMENT				
22.01	Crawler Dozers with Dozer and Hydraulic Ripper Attachments:				
	a) 100 - 135 kW rated flywheel power	hr	10		
	b) 136 - 185 kW rated flywheel power	hr	10		
	c) 186-250 kw rated flywheel power	hr.	10		
22.02	Motorized rubber tyred single engine scrapers				
	a) up to 16m <sup>3</sup> heaped capacity	hr.	10		

	b) 17 - 26m <sup>3</sup> heaped capacity	hr.	10		
22.03	Motorized rubber tyred twin engine scrapers				
	a) up to 16m <sup>3</sup> heaped capacity	hr.	10		
	b) 17 - 26m <sup>3</sup> heaped capacity	hr.	10		
22.04	Motor graders complete with Hydraulic Ripper or scarifier				
	a) 80-110 kw rated flywheel power	hr.	10		
	b) 111-120 kw rated flywheel power	hr.	10		
	c) 121-160 kw rated flywheel power	hr.	10		
22.05	Rollers - Towed Vibratory Including Tractor:				
	a) 6.5 - 8.8 t unballasted wt.	hr	10		
	b) 8.9 - 11.7 t unballasted wt.	hr	10		
22.06	Rollers - Road Deadweight (steel three wheel):				
	a) 6.1 - 8.5 t unballasted wt.	hr	10		
22.07	Rollers - Rubber Tyred Self-Propelled:				
	a) up to 1.0 t per wheel	hr	10		
22.08	Rollers - Vibratory Single Roll Rubber Tyred:				
	a) 8.3 - 10.5 t unballasted wt.	hr	10		
22.09	Rollers - Vibratory Pedestrian Operated Twin Roller:				
	a) 651 kg - 1.3 t un-ballasted weight	hr	10		
22.10	Vibrating Plate Compactor:				
	a) 114 - 200 kg operating weight.	hr	10		

22.11	Compressors - Rated by Normal Delivery of Free Air per min at 7 kg per cm <sup>2</sup> Complete with all Tools, Hoses, Steel etc.				
	a) 6.0 - 7.4m <sup>3</sup> /min	hr	10		
	b) 7.5 - 9.7m <sup>3</sup> /min	hr	10		
	(c) 9.8-25.5m <sup>3</sup> /min	hr.	10		
22.12	Cranes - Mobile Rubber Tyred Rough Terrain Type:				
	a) 23.0 - 40.0 t max working load	hr	10		
22.13	Cranes - Excavator Cranes Tracked:				
	a) 20.0 - 28.0t max working load	hr	10		
22.14	Small Dumpers:				
	a) 751kg - 1.2t maker's rated payload	hr	10		
22.15	Excavator - hydraulic crawler or wheel mounted, full circle slew (back actor):				
	a) 14.0-17.0t nominal wt of machine	hr	10		
22.16	Excavators - hydraulic wheeled dual purpose (backhoe/loader):				
	a) 14.0-17.0t nominal wt of machine	hr	10		
22.17	Pumps (inclusive of all hoses):				
	a) 50 - 76mm delivery	hr	10		
	(b) 77-101mm delivery	hr.	10		
22.18	Tractors - Rubber Tyred Including Trailer:				
	a) 50 - 70 kW rated flywheel power	hr	10		
	Loaders				

	The basis of loader classification is the society of Automotive Engineers of America (SAE) rated capacity of the bucket. The classification is based on the largest general purpose bucket by the manufacturer or the bucket size adopted by the Contractor whichever is lesser				
22.19	Wheeled Loaders - 4 wheel drive, articulated:				
	a) 50 - 70 kW rated flywheel power	hr	10		
	b) 2.01 - 3.40m <sup>3</sup> SAE rated capacity	hr	10		
22.20	Crawler Loader:				
	a) 0.80 - 1.30m <sup>3</sup> SAE rated capacity	hr	10		
	b) 1.31 - 1.90m <sup>3</sup> SAE rated capacity	hr	10		
TOTAL PAGE 1 OF 3 TO COLLECTION					
22.21	Concrete mixers (wet capacity)				
	(a) up to 100 litres	hr.	10		
	(b) 101-200 litres	hr.	10		
	(c) 201-300 litres	hr.	10		
22.22	Transit Mixer 4.5 m <sup>3</sup> /hour	hr.	10		
22.23	Concrete pump of 4.5 and 30m <sup>3</sup> capacity	hr.	10		
22.24	Concrete Vibrator (poker type):	hr	10		
22.25	Lorries - Flatbed				
	(a) up to 7.5t gross vehicle weight	hr.	10		
	(b) 7.6-12.0t gross vehicle weight	hr.	10		
22.26	Lorries -Tipper:				
	a) up to 11.0t gross vehicle wt	hr	10		

	b) 11.1 - 17.0t gross vehicle wt	hr	10		
22.27	Van, Pick-up or Similar Utility Vehicle:				
	a) up to 1.0t carrying capacity	hr	10		
22.28	Water or Fuel Tanker - Self Propelled:				
	a) 3500 - 4550 litre capacity	hr	10		
	b) 4551 - 7000 litre capacity	hr	10		
	(c) 7001-12000 litre capacity	hr.	10		
22.29	Pressure Bitumen Distributor:				
	a) 3500 - 4550 litre capacity	hr	10		
	(b) 4551-9000 litre capacity	hr.	10		
22.30	Hot mix plant - 60 tonnes per hour	hr.	10		
22.31	Wet mix plant - 60 tonnes per hour	hr.	10		
22.32	Hydrostatic paver & finisher with sensor control	hr.	10		
22.33	Batching and mixing plant 15-20 m' capacity	hr.	10		
22.34	Chip spreader	hr.	10		
22.35	Mechanical Broom	hr	10		
22.36	Bitumen Hands Sprayer of 200 litres carrying capacity	hr.	10		
22.37	Road marking machine	hr.	10		
22.38	Electric generator				
	(a)100KVA	hr.	10		
	(b) 125 KVA	hr.	10		
22.39	Crusher Plant	hr.	10		
22.40	Pulvimixer	hr.	10		

22.41	Oxy-acetylene cutting and welding set including oxygen and acetylene gases.	hr.	10		
22.42	Electrical welding set including electrodes	hr.	10		
	Labour				
	The rates inserted herein are to include all costs of labour such as insurance, accommodation, travelling time, overtime, social security contributions, use and maintenance of small tools of the trade, supervision, overheads, profit and any other costs. Only actual time engaged upon the work will be paid for.				
22.50	Unskilled Labour	hr	10		
22.51	Skilled Labour	hr	10		
22.52	Artisan	hr	10		
22.53	Plant Operator	hr	10		
22.54	Driver	hr	10		
22.55	Foreman	hr	10		
22.56	Site Surveyor	hr	10		
22.57	Chainman	hr	10		
22.58	Watchman (all round surveillance)	hr.	10		
22.59	Blaster (Certified)	hr.	10		
22.60	Office attendants	hr.	10		
TOTAL PAGE 2 OF 3 TO COLLECTION					
	MATERIALS All materials are to comply with the Specifications. The rates inserted herein are to include for delivery				

	to the site, storage, handing, overheads and profit.				
22.80	Ordinary Portland Cement	t	1		
22.81	Hydrated Lime	t	1		
22.82	Mild steel				
	a) up to and including 16mm dia.	t	1		
	b) over 16mm dia.	t	1		
22.83	High tensile steel				
	a) up to and including 16mm dia.	t	1		
	b) over 16mm dia.	t	1		
22.84	Aggregate for concrete				
	a) fine	t	10		
	b) coarse	t	10		
22.85	Concrete:				
	a) Class 15/20	m3	10		
	b) Class 20/20	m3	10		
	c) Class 25/20	m3	10		
22.86	d) Class 30/20	m3	10		
22.87	Formwork				
	a) F1	m2	10		
	b) F2	m2	10		
	c) F3	m2	10		
22.88	150mm Blockwork	m2	100		
22.89	200mm Blockwork	m2	100		
22.90	Bitumen and emulsions				
	a) 80/100 penetration grade bitumen	litre	1000		
	b) MC 3000 cut-back bitumen	litre	1000		

	a) MC 70 cut-back bitumen	litre	1000		
	d) K1-70 bitumen emulsion	litre	1000		
22.91	Chippings				
	a) nominal size 6/10	m <sup>3</sup>	10		
	a) nominal size 10/14	m <sup>3</sup>	10		
22.92	Gabion Size 2.0 x 1.0 x 1.0m	m <sup>2</sup>	100		
22.93	Rock fill to gabions	m <sup>3</sup>	10		
22.94	Imported Fill (marrum)	m <sup>3</sup>	100		
22.95	Imported fill (Hardcore)	m <sup>3</sup>	100		
22.77	Spigot and socket GRP pipes 450mm dia.	m	20		
22.78	DN 600 mm DWC SN 8 Sewer pipe	m	50		
22.79	DN 400 mm DWC SN 8 Sewer pipe	m	50		
22.8	DN 300 mm DWC SN 8 Sewer pipe	m	pli100		
22.81	DN 250 mm DWC SN 8 Sewer pipe	m	100		
TOTAL PAGE 3 OF 3 TO COLLECTION					
BILL 17 COLLECTION					
S/NO	Page Particulars				Amount
1	Page 1 of 3 Totals				
2	Page 2 of 3 Totals				
3	Page 2 of 3 Totals				
BILL 17 TOTAL CARRIED TO SUMMARY					

## 2. Schedule of Payment Currencies

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

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

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

### 3. Schedule(s) of Adjustment Data: N/A

**Table A - Local Currency**

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

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

**Table B - Foreign Currency: N/A**

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

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

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

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

## Forms of Bid Security

### Form of Bid Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:**

*[Insert name and address of the Employer]*

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

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

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

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

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

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

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

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

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security and, if

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

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

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

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*[signature(s)]*

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

## Statement of Integrity, Eligibility and Social and Environmental Responsibility

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

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

(The "Contracting Authority")

1. We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or sub consultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or sub consultants are in any of the following situations:
  - 2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
  - 2.2) Having been:
    - a. convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);

- b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
- c. convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
- 2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
- 2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
- 2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
- 2.6) Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
- 2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or sub consultants are in any of the following situations of conflict of interest:

- 3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
- 3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
- 3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
- 3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
- 3.5) In the case of procurement of goods, works or plants:
  - i. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
  - ii. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.

6. In the context of the procurement process and performance of the corresponding contract:

6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately indented to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another

Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or sub consultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or sub consultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or sub consultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

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

Signature:

Dated:

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## **Technical Proposal**

### **Technical Proposal Forms**

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

## FORM PER -1

### Key Personnel Schedule

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

#### Key Personnel

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

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

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

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

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

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

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

## Declaration

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

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

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

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

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

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

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

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

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

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

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

## 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.

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

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

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

## **Site Organization**

*[insert Site Organization information]*

## **Method Statement**

*[insert Method Statement]*

## **Mobilization Schedule**

*[insert Mobilization Schedule]*

## **Construction Schedule**

*[insert Construction Schedule]*

## **ES Management Strategies and Implementation Plans**

### **(ES-MSIP)**

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

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

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

### **Note to the Employer:**

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

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

**Delete this Box prior to issuance of the bidding documents.**

### **Note to the Bidder:**

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

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

## CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

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

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

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

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

### **REQUIRED CONDUCT**

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;

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

### **RAISING CONCERNS**

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

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

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

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

### **CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

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

#### **FOR CONTRACTOR'S PERSONNEL:**

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

Name of Contractor's Personnel: [insert name]

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

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

Countersignature of authorized representative of the Contractor:

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

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

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

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

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

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

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

(2) **Examples of sexual harassment in a work context**

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

## **Others**

## **Bidder's Qualification**

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

## Form ELI -1.1: Bidder Information Form

Date: \_\_\_\_\_  
 RFB No. and title: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

## Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

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

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

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

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

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

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

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

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

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

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

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> <input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <i>[insert year]</i>			
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 <input type="checkbox"/> Pending litigation.			

<b>Year of dispute</b>	<b>Amount in dispute (currency)</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), USD Equivalent (exchange rate)</b>
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: ____  Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History <input type="checkbox"/> Litigation History			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), USD Equivalent (exchange rate)</b>
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

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

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

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

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

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

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

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

Environmental and Social Performance Declaration in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> <b>No suspension or termination of contract:</b> An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, or Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
<input type="checkbox"/> <b>Declaration of suspension or termination of contract:</b> The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, or Social (ES) performance since the date specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i>	<i>[insert amount]</i>

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

## Form CON – 4

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

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

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

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

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

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

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

<p>SEA and/or SH Declaration in accordance with Section III, Evaluation and Qualification Criteria</p>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p style="padding-left: 40px;"><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p>
<p>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</p>
<p>[If (d) or (e) above are applicable, provide the following information:]</p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (as per (d) above)</p> <p style="padding-left: 40px;">Name of Employer: _____</p> <p style="padding-left: 40px;">Name of Project: _____</p> <p style="padding-left: 40px;">Contract description: _____</p>

Brief summary of evidence provided: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

## Form FIN – 3.1: Financial Situation and Performance

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

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

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

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

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

### 1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate, 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 statements<sup>1</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

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

## Form FIN - 3.2: Average Annual Construction Turnover

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

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

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

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

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

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

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

### Form FIN - 3.3: Financial Resources

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

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

## Form EXP - 4.1: General Construction Experience

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subcontractor's Name<sup>2</sup> (as per ITB 34.2 and 34.3): \_\_\_\_\_

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

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

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

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

1. Key Activity No One: \_\_\_\_\_

	<b>Information</b>			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			US\$	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:				

<sup>2</sup> If applicable.

Address:	
Telephone/fax number	
E-mail:	

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

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

2. Activity No. Two

3. ....

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

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

Bidder's Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Bidder's JV Member Name: \_\_\_\_\_  
RFB No. and title: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			US\$	
Details of relevant experience				

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

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



## **Section V - Eligible Countries**

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

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

Under ITB 4.8 (a) and 5.1 *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

Under ITB 4.8 (b) and 5.1 *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*



## Section VI - Fraud and Corruption

(Section VI shall not be modified)

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all 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.

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

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

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

## **PART 2 – Works' Requirements**



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

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## Specification

The specification have been provided separately under document named **“VOL. 1C NYERI TECHNICAL SPECIFICATION”**

The Volume 1C has been provided with the following chapters;

- I. Technical Specifications for Water, Sanitation and Structures
- II. Technical Specifications for High Mast Flood Light
- III. Technical Specifications for Road Works- Include specifications for Integrated Street Lighting
- IV. Specifications for Environmental, Social, Health and Safety (ESHS) Management of the Works
- V. Security specifications

## **Environmental and Social Requirements**

The specification have been provided separately under document named **“VOI 1C NYERI TECHNICAL SPECIFICATION”**

## Key Personnel

*[Note: Insert in the following table, the minimum key specialists required to execute the contract, taking into account the nature, scope, complexity and risks of the contract.]*

### Key Personnel

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	Contractor's Representative		
2	<i>[Environmental]</i>	<i>[e.g. degree in relevant environmental subject]</i>	<i>[e.g. [years] working on road contracts in similar work environments]</i>
3	<i>[Health and Safety]</i>		
4	<i>[Social]</i>		
5	Sexual Exploitation, Abuse and Harassment  <i>[Where Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert(s) with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]</i>		<i>[e.g. 5 years of monitoring and managing risks related to gender-based violence, out of which 3 years of relevant experience in addressing issues related to sexual exploitation, sexual abuse and sexual harassment]</i>
6	<i>modify as appropriate</i>		

## **Drawings**

*Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.*

## **Supplementary Information**

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

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

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

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

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

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## General Conditions of Contract

### A. General

#### 1. Definitions

Boldface type is used to identify defined terms.

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

- Equipment, in addition to payments for associated Materials and Plant.
- (n) A “**Defect**” is any part of the Works not completed in accordance with the Contract.
  - (o) The “**Defects Liability Certificate**” is the certificate issued by Project Manager upon correction of defects by the Contractor.
  - (p) The “**Defects Liability Period**” is the period **named in the PCC** pursuant to GCC Sub-Clause 36.1 and calculated from the Completion Date.
  - (q) “**Drawings**” means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
  - (r) The “**Employer**” is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
  - (s) “**Equipment**” is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.
  - (t) “**In writing**” or “**written**” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
  - (u) The “**Initial Contract Price**” is the Contract Price listed in the Employer’s Letter of Acceptance.
  - (v) The “**Intended Completion Date**” is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
  - (w) “**Materials**” are all supplies, including consumables, used by the Contractor for incorporation in the Works.
  - (x) “**Plant**” is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
  - (y) The “**Project Manager**” is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

- (z) **“PCC”** means Particular Conditions of Contract.
- (aa) The **“Site”** is the area **defined as such in the PCC**.
- (bb) **“Site Investigation Reports”** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) **“Specification”** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The **“Start Date”** is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A **“Subcontractor”** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) **“Temporary Works”** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A **“Variation”** is an instruction given by the Project Manager which varies the Works.
- (hh) The **“Works”** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.
- (ii) **“Contractor’s Personnel”** refers to all personnel whom the Contractor utilizes on the Site or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.
- (jj) **“Key Personnel”** means the positions (if any) of the Contractor’s personnel that are stated in the Specification.
- (kk) **“ES”** means Environmental and Social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH);
- (ll) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:
  - “Sexual Exploitation”** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

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

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

## 2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
  - (a) Agreement,
  - (b) Letter of Acceptance,
  - (c) Contractor’s Bid,
  - (d) Particular Conditions of Contract,
  - (e) General Conditions of Contract, including Appendices,
  - (f) Specification,
  - (g) Drawings,
  - (h) Bill of Quantities,<sup>1</sup> and

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

- (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. Subcontracting**
- 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 26.1 of the General Conditions of Contract.
- 7.2 Submission by the Contractor for approval of the Project Manager, addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix C- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

**8. Other  
Contractors**

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

**9. Personnel and Equipment**

- 9.1 The Contractor shall employ the Key Personnel and use the Equipment identified in its Bid, to carry out the Works or other personnel and Equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and Equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Key Personnel (if any), who:
- (a) persists in any misconduct or lack of care;
  - (b) carries out duties incompetently or negligently;
  - (c) fails to comply with any provision of the Contract;
  - (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
  - (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
  - (f) has been recruited from the Employer's Personnel;
  - (g) undertakes behavior which breaches the Code of Conduct for Contractor's Personnel (ES).

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

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

**9.3 Labor**

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

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

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

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

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a

position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

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

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

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

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

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

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

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

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

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

9.3.19 *Contractor's Personnel Grievance Mechanism.* The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in GCC Sub-Clause 9.3.17, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns

promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

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

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

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

9.3.20 *Training of Contractor's Personnel.* The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training.

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

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

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

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

**11. Employer's  
Risks**

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

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

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

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

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

## **12. Contractor's Risks**

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

## **13. Insurance**

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

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

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide

for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.

**14. Site Data**

- 14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.

**15. Contractor to Construct the Works**

- 15.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

**16. The Works to Be Completed by the Intended Completion Date**

- 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 16.2 The Contractor shall not carry out mobilization to the Site unless the Project Manager gives approval, an approval that shall not be unreasonably delayed, to the measures the Contractor proposes to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract.

The Contractor shall submit, to the Project Manager for its approval any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works. These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project Manager for its approval.

- 17. Approval by the Project Manager**
- 17.1 The Contractor shall submit Specification and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Health, Safety and Protection of the Environment**
- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 18.2 The Contractor shall:
- (a) comply with all applicable health and safety regulations and Laws;
  - (b) comply with all applicable health and safety obligations specified in the Contract;
  - (c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;
  - (d) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;
  - (e) provide fencing, lighting, safe access, guarding and watching of:
    - (i) the Works until the Works are taken over by the Employer; and
    - (ii) any part of the Works where the Contractor is executing outstanding works or remedying any defects during the Defects Liability Period; and
  - (f) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.
- 18.3 Protection of the environment
- The Contractor shall take all necessary measures to:
- (a) protect the environment (both on and off the Site); and

- (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

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

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

**19. Archaeological and Geological Findings**

19.1 All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:

- (a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;
- (b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and
- (c) implement any other action consistent with the requirements of the Specification and relevant laws.

The Contractor shall, as soon as practicable after discovery of any such finding, notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them..

**20. Possession of the Site**

20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

**21. Access to the Site**

21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

- 22. Instructions, Inspections and Audits**
- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 22.3 Inspections & Audit by the Bank
- Pursuant to paragraph 2.2 e. of Appendix A to the GCC- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to GCC Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 23. Appointment of the Adjudicator**
- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

**24. Procedure for Disputes**

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

**25. Fraud and Corruption**

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

**26. Code of Conduct**

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

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

These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature

acknowledging receipt of such instructions and/or documentation, as appropriate.

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

The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.

**27. Security of the Site**

27.1 The Contractor shall be responsible for the security of the Site, and:

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

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

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

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

**B. Time Control**

**28. Program**

28.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump-sum contract, the activities in the

Program shall be consistent with those in the Activity Schedule. The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

- 28.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 28.3 The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities, at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of lump-sum Contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 28.4 Unless otherwise stated in the Specification, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B
- 28.5 In addition to the progress report, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

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

its Subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Project Manager.

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

**29. Extension of the Intended Completion Date**

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

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

**30. Acceleration**

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

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

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

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

**32. Management Meetings**

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

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

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

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

### C. Quality Control

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

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

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

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

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

#### **D. Cost Control**

- 38. Contract Price<sup>2</sup>** 38.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 39. Changes in the Contract Price<sup>3</sup>** 39.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
- 39.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 40. Variations** 40.1 All Variations shall be included in updated Programs<sup>4</sup> produced by the Contractor.
- 40.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Contractor shall also provide information of any ES risks and impacts of the Variation. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

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<sup>2</sup> In lump-sum contracts, replace GCC Sub-Clauses 38.1 as follows:

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

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

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

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

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

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

- (a) accelerates the contract completion period; or

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

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

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

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

#### 41. Cash Flow Forecasts

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

#### 42. Payment Certificates

- 42.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 42.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 42.3 The value of work executed shall be determined by the Project Manager.
- 42.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.<sup>7</sup>
- 42.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 42.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

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

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

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

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

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

### **43. Payments**

43.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

43.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon

which the increased amount would have been certified in the absence of dispute.

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

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

#### **44. Compensation Events**

44.1 The following shall be Compensation Events:

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

- 44.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
- 44.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

#### 45. Tax

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

#### 46. Currencies

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

#### 47. Price Adjustment

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

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

where:

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

$A_c$  and  $B_c$  are coefficients<sup>8</sup> **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

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

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

#### 48. Retention

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

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

#### 49. Liquidated Damages

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

49.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of

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

payment to the date of repayment, at the rates specified in GCC Sub-Clause 43.1.

## 50. Bonus

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

## 51. Advance Payment

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

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

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

## 52. Securities

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

- 53. Dayworks**
- 53.1 If applicable, the Dayworks rates in the Contractor’s Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 53.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 53.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
- 54. Cost of Repairs**
- 54.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor’s cost if the loss or damage arises from the Contractor’s acts or omissions.

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

- 55. Completion**
- 55.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.
- 56. Taking Over**
- 56.1 The Employer shall take over the Site and the Works within seven days of the Project Manager’s issuing a certificate of Completion.
- 57. Final Account**
- 57.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor’s account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 58. Operating and Maintenance Manuals**
- 58.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC.**

58.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 60.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.

## **59. Termination**

59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

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

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

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

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

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

#### **60. Payment upon Termination**

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

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

#### **61. Property**

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

#### **62. Release from Performance**

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

**63. Suspension of  
Bank Loan or  
Credit**

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

## **APPENDIX A TO GENERAL CONDITIONS**

### **Fraud and Corruption**

*(Text in this Appendix shall not be modified)*

#### **1. Purpose**

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

#### **2. Requirements**

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

2.2 To this end, the Bank:

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

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

## APPENDIX B

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

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

*Metrics for regular reporting:*

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

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

- i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
  - ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
  - iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. *Grievances*: list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
- i. Worker grievances;
  - ii. Community grievances
- l. *Traffic, road safety and vehicles/equipment*:
- i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
  - ii. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
  - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. *Environmental mitigations and issues (what has been done)*:
- i. dust: number of working 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 clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
  - vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
  - vii. details of tree plantings and other mitigations required undertaken in the reporting period;
  - viii. details of water and swamp protection mitigations required undertaken in the reporting period.
- n. *compliance:*
- i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
  - ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
  - iii. compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

- iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

## APPENDIX C

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

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

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

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

Contract reference *[insert contract reference]*

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

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

<p style="text-align: center;">_____</p> <p>Contact Information: (Tel, email, name of contact person): _____</p> <p style="text-align: center;">_____</p>
<p>As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations (<b>as per (e) above</b>) <i>[attach details as appropriate]</i>.</p> <p>_____</p> <p>_____</p>

Name of the Subcontractor \_\_\_\_\_

Name of the person duly authorized to sign on behalf of the Subcontractor \_\_\_\_\_

Title of the person signing on behalf of the Subcontractor \_\_\_\_\_

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

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

Countersignature of authorized representative of the Contractor:

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

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



## Section IX - Particular Conditions of Contract

<b>A. General</b>	
<b>GCC 1.1 (d)</b>	The financing institution is: <i>World Bank and AFD</i>
<b>GCC 1.1 (r)</b>	The Employer is:  <i>Attention: Chief Officer, Department of Lands, Physical Planning, Urban Development and Public Works, Office: County Government of Nyeri Address: P.O Box 1112-10100, Nyeri Tel No: +254-(721/722)-019019/ +254-774-050050 Email: directorphysicalplanningnyeri@gmail.com</i>
<b>GCC 1.1 (v)</b>	The Intended Completion Date for the whole of the Works shall be: <i>24 Months (12 Months construction + 12 Months Defects)]</i>
<b>GCC 1.1 (y)</b>	The Project Manager is:  <i>Attention: Chief Officer, Department of Lands, Physical Planning, Urban Development and Public Works, Office: County Government of Nyeri Address: P.O Box 1112-10100, Nyeri Tel No: +254-(721/722)-019019/ +254-774-050050 Email: directorphysicalplanningnyeri@gmail.com</i>
<b>GCC 1.1 (aa)</b>	The Site is located at Kenya, <i>Nyeri County, namely; Chorongi, Kiamwathi, Kiawara, Ihwagi and Mweiga sites</i>
<b>GCC 1.1 (dd)</b>	The Start Date shall be: <b>TBC (to be confirmed)</b>
<b>GCC 1.1 (hh)</b>	The Works consist of components for Water, Sanitation, High mast flood Lighting, and tarmac road including solar street lighting
<b>GCC 2.2</b>	Sectional Completions are: <i>N/A</i>
<b>GCC 2.3(i)</b>	The following documents also form part of the Contract: (a) the Letter of Acceptance (b) the Letter of Bid (c) the addenda Nos _____ (if any) (d) the Particular Conditions (e) the General Conditions of Contract, including appendix; (f) the Specification

	<p>(g) the Drawings</p> <p>(h) Priced Bill of Quantities;</p> <p>(i) The Schedule of Key Personnel and</p> <p>(j) any other document listed in the PCC as forming part of the Contract, but not limited to;</p> <p style="padding-left: 20px;"><b>i.</b> the ES Management Strategies and Implementation Plans; and</p> <p style="padding-left: 20px;"><b>ii.</b> Code of Conduct for Contractor’s Personnel (ES).</p>
<b>GCC 3.1</b>	<p>The language of the contract is: <b>English.</b></p> <p>The law that applies to the Contract is the law of: <b>Republic of Kenya</b></p>
<b>GCC 5.1</b>	The Project manager <b>may delegate</b> any of his duties and responsibilities.
<b>GCC 8.1</b>	Schedule of other contractors: <i>N/A</i>
<b>GCC 13.1</b>	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) and (b) for loss or damage to the Works, Plant, Materials and Equipment (Contractors All Risk Insurance):</p> <p><b>Minimum Amount: Contract Amount</b></p> <p><b>Deductibles: 10% of Claimed Amount</b></p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract and personal Injury or death of other people (Employers Liability (Common Law) Insurance):</p> <p><b>Minimum Amount: As per the Laws of Kenya</b></p> <p><b>Deductibles: 10% of Claimed Amount</b></p> <p>(d) for personal injury or death of the Contractor’s employees (Work Injury Benefit Act (WIBA) Insurance.</p> <p><b>Minimum Amount: As per the Laws of Kenya</b></p> <p><b>Deductibles: 10% of Claimed Amount</b></p> <p>Contractor to bear the responsibility of the payments of deductibles.</p>
<b>GCC 14.1</b>	Site Data are: <i>N/A</i>
<b>GCC 20.1</b>	The Site Possession Date(s) shall be: <b>Two weeks after Signing of the Contract at Nyeri County namely; Chorongi, Kiamwathi, Kiawara, Ihwagi and Mweiga sites</b>
<b>GCC 23.1 &amp; GCC 23.2</b>	Appointing Authority for the Adjudicator: <b>Employer</b> The Adjudicator proposed by the Employer ( <b>to be agreed</b> )

<b>GCC 24.3</b>	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>Prevailing Rates at time of arbitration</i>
<b>GCC 24.4</b>	Institution whose arbitration procedures shall be used: <i>Chartered Institute of Arbitration Board of Kenya (CIArB KENYA)</i>
<b>B. Time Control</b>	
<b>GCC 28.1</b>	The Contractor shall submit for approval a Program for the Works within <i>14 Days</i> from the date of the Letter of Acceptance.
<b>GCC 28.3</b>	The period between Program updates is <i>56 Days</i> .  The amount to be withheld for late submission of an updated Program is <i>[KES. 50,000]</i> .  The period for submission of progress reports is <i>30 Days</i> .
<b>C. Quality Control</b>	
<b>GCC 36.1</b>	The Defects Liability Period is: <i>365 Days</i> .
<b>D. Cost Control</b>	
<b>GCC 40.7</b>	If the value engineering proposal is approved by the Employer the amount to be paid to the Contractor shall be: <i>N/A</i>
<b>GCC 46.1</b>	The currency of the Employer's Country is: <i>Kenya Shillings</i>
<b>GCC 47.1</b>	The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients <i>[specify does not apply]</i> .
<b>GCC 48.1</b>	The proportion of payments retained is: <i>10% of the Contract Sum</i>
<b>GCC 49.1</b>	The liquidated damages for the whole of the Works are <i>0.05% of the final Contract Price</i> per day. The maximum amount of liquidated damages for the whole of the Works is <i>5%</i> of the final Contract Price.
<b>GCC 51.1</b>	There will be no Advance Payments.
<b>GCC 52.1</b>	The Performance Security will be in the form of a <i>Bank Guarantee</i> in the amount(s) of <i>5 % percent</i> of the Accepted Contract Amount and in the same currency of the Accepted Contract Amount.

<b>E. Finishing the Contract</b>	
<b>GCC 58.1</b>	<p>The date by which operating and maintenance manuals are required is <b>28 Days After Completion Date</b>.</p> <p>The date by which “as built” drawings are required is <b>28 Days Before end of Defects Liability Period (DLP)</b>.</p>
<b>GCC 58.2</b>	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC Sub-Clause 58.1 is <b>20 percent from payments due to the Contractor</b> .
<b>GCC 59.2 (g)</b>	The maximum number of days is: <b>91 Days For 12 Months Contract, 56 Days For 6 Months Contract</b>
<b>GCC 60.1</b>	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is: <b>20%</b> .

## Section X - Contract Forms

### Table of Forms

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## Notification of Intention to Award

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

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

For the attention of Bidder's Authorized Representative

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

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

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

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

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

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

## Notification of Intention to Award

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

**Project:** *[insert name of project]*

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

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

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

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

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

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

### 1. The successful Bidder

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

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

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<sup>1</sup>. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

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

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*

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

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

**To:** *[insert complete name of Employer]*

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

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

### Details of beneficial ownership

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

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

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

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

**OR**

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

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

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

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

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

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

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

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

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

# Letter of Acceptance

*[on letterhead paper of the Employer]*

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

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

Subject: ..... *[Notification of Award Contract No]* .....

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

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

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

***[or]***

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

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

**Attachment: Contract Agreement**

## Contract Agreement

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

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

The Employer and the Contractor agree as follows:

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

(k) the Letter of Acceptance

- (l) the Letter of Bid
  - (m) the addenda Nos \_\_\_\_\_ (if any)
  - (n) the Particular Conditions
  - (o) the General Conditions of Contract, including appendix;
  - (p) the Specification
  - (q) the Drawings
  - (r) Bill of Quantities;<sup>1</sup> and
  - (s) any other document listed in the PCC as forming part of the Contract, but not limited to;
- iii.** the ES Management Strategies and Implementation Plans; and
- iv. Code of Conduct for Contractor’s Personnel (ES).

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

---

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

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

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

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

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

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

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

## Performance Security – Option 1: Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

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

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

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

<sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GCC Sub-Clause 55.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed*

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

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*[signature(s)]*

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

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*[six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

# Environmental and Social (ES) Performance Security

## ES Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

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

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

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

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

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

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*[signature(s)]*

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

## Advance Payment Security

### Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]: [Insert name and Address of Employer]*

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

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

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

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

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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

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<sup>1</sup> *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*..

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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*[signature(s)]*

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

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