



**Bidding Document for  
Procurement of Plant Design, Supply, and  
Installation**

**Procurement of EPC Contractor for: the  
completion of the Isiolo - Nanyuki 132 kV  
transmission lines**

**Issued on: 18<sup>th</sup> February 2021**

**ICB No: KETRACO/PT/007/2021**

**Employer: Kenya Electricity  
Transmission Company Limited**

**Country: Kenya**

# **Standard Bidding Document**

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### **PART 1 – BIDDING PROCEDURES**

#### **Section I - Instructions to Bidders (ITB)**

This Section provides relevant information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

#### **Section II - Bid Data Sheet (BDS)**

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

#### **Section III - Evaluation and Qualification Criteria**

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

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

#### **Section IV - Bidding Forms**

This Section includes the forms to be completed and submitted by the Bidder as part of its Bid.

#### **Section V - Eligible Countries**

This Section contains information regarding eligible countries.

#### **Section VI - Fraud and Corruption -**

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

## **PART 2 – EMPLOYER’S REQUIREMENTS**

### **Section VII - Employer’s Requirements**

- **Part 2A- TRANSMISSION LINES**
- **Part 2B- SUBSTATIONS**
  - **Scope and General Technical Requirements**
  - **Technical Requirements**

This Section contains the Specification, the Drawings, and supplementary information that describe the Plant and Installation Services to be procured.

## **PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

### **Section VII - General Conditions of Contract (GCC)**

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

### **Section VII - Particular Conditions of Contract (PCC)**

This Section consists of Part A, Contract Data which contains data, and Part B, Specific Provisions that contains clauses specific to each contract. The contents of this Section modify or supplement the General Conditions and shall be prepared by the Employer.

### **Section X - Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

# Standard Bidding Document

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# Section I. Instructions to Bidders

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# Section I. Instructions to Bidders

## General

- 1. Scope of Bid**
  - 1.1 In connection with the Invitation for Bids **indicated in the Bid Data Sheet (BDS)**, the Employer, as **indicated in the BDS**, issues this Bidding Document for the procurement of Plant and Installation Services as specified in Section VI, Employer's Requirements. The name, identification, and number of lots (contracts) of the International Competitive Bidding (ICB) are **provided in the BDS**.
  - 1.2 Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in the General Conditions, Section VII.
- 2. Source of Funds**
  - 2.1 Government of Kenya (GoK).
- 3. Fraud and Corruption**
  - 3.1 It is required that Executing Agency indicated in the BDS, as well as Bidders, Suppliers, Contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, under All-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Executing Agency:
    - (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 a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a 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
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoK 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
  - (bb) acts intended to materially impede the exercise of the Executing Agency inspection and audit rights provided for under sub-clause 3.2 below.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the fund allocated to a contract if it determines at any time that representatives of the Employer or of a beneficiary of the fund engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Implementing Agency having taken timely and appropriate action satisfactory to the GoK to remedy the situation; and
- (d) will sanction a firm or an individual, at any time, in accordance with prevailing GoK’s sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a GoK-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a GoK-financed contract.



3.2 In further pursuance of this policy, Bidders shall permit the executing agency to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the executing agency.

3.3 Furthermore, Bidders shall be aware of the provision stated in the General Conditions (GC 42.2.1(c)).

#### **4. Eligible Bidders**

4.1 A Bidder may be a private entity or a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture, or association (JVA) 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 or association:

- (a) **unless otherwise specified in the BDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and
- (b) the JVA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA during the bidding process and, in the event the JVA is awarded the Contract, during contract execution.

4.2 A Bidder, and all partners constituting the Bidder, shall have a nationality that has not been declared ineligible in Kenya in accordance with Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a national or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

4.3 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 with one or more parties in this bidding process, if :

- (a) they have a controlling partner in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or

- (c) they have the same legal representative for purposes of this bid; or
  - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
  - (e) a Bidder submits more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB Clause 13. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one bid. or
  - (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services that are the subject of the bid.
  - (g) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by GoK or the Employer as Project Manager for the contract.
- 4.4 A Bidder that has been sanctioned by the GoK in accordance with the above ITB 3.1 (d), shall be ineligible to be awarded a GoK-financed contract, or benefit from a GoK-financed contract, financially or otherwise, during such period of time as the GoK shall determine.
- 4.5 Government-owned entities in the Executing Agency's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of the Employer or the Executing Agency.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

4.8 Firms shall be excluded if:

- (a) as a matter of law or official regulation, the Executing Agency's country prohibits commercial relations with that country, provided that the GoK is satisfied that such exclusion does not preclude effective competition for the supply of goods or related 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 Executing Agency's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

**5. Eligible Plant and Installation Services**

- 5.1 The Plant and Installation Services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such Plant and Installation Services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the plant, or component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components.

### **Contents of Bidding Document**

**6. Sections of Bidding Document**

- 6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and 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

#### **PART 2 Employer's Requirements**

- Section VI. Employer's Requirements

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

- Section VIII. General Conditions (GC)
- Section VIII. Particular Conditions (PC)
- Section IX. Contract Forms

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

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

- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond to any request for clarification, provided that such request is received no later than twenty-eight (28) days prior to the deadline for submission of bids. The Employer's response shall be in writing with copies 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. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 23.2.
- 7.2 The Bidder is advised to visit and examine the site where the plant is to be installed 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 the provision of Plant and Installation Services. The costs of visiting the site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to

property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised 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.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

## **8. Amendment of Bidding Document**

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 23.2

## **Preparation of Bids**

### **9. Cost of Bidding**

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **10. Language of Bid**

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be

written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents  
Comprising the  
Bid**

11.1 The Bid submitted by the Bidder shall comprise the following:

- (a) Letter of Bid
- (b) Completed schedules as required, including Price Schedules, in accordance with ITB 12 and 17;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB 20;
- (d) alternative bids, if permissible, in accordance with ITB 13;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.2;
- (f) documentary evidence established in accordance with ITB 14.1 that the Plant and Installation Services offered by the Bidder in its bid or in any alternative bid, if permitted, are eligible;
- (g) documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;
- (h) documentary evidence established in accordance with ITB 16 that the Plant and Installation Services offered by the Bidder conform to the Bidding Document;
- (i) in the case of a bid submitted by a JVA, JVA agreement, or letter of intent to enter into a JVA including a draft agreement, indicating at least the parts of the Plant to be executed by the respective partners;
- (j) List of subcontractors, in accordance with ITB 16.2; and
- (k) any other document **required in the BDS**.

**12. Letter of Bid and  
Schedules**

12.1 The Bidder shall complete the Letter of Bid, including the appropriate Price Schedules, using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed as instructed in each form.

- 13. Alternative Bids**
- 13.1 **The BDS indicates** whether alternative bids are allowed. If they are allowed, the BDS will also indicate whether they are permitted in accordance with ITB 13.3, **or** invited in accordance with ITB 13.2 and/or ITB 13.4.
- 13.2 When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be **included in the BDS**, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Employer's requirements as described in the bidding document must also provide: (i) a price at which they are prepared to offer a plant meeting the Employer's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When bidders are **invited in the BDS** to submit alternative technical solutions for specified parts of the facilities, such parts shall be described in Section VI, Employer's Requirements. Technical alternatives that comply with the performance and technical criteria specified for the Plant and Installation Services shall be considered by the Employer on their own merits, pursuant to ITB 35.
- 14. Documents Establishing the Eligibility of the Plant and Installation Services**
- 14.1 To establish the eligibility of the Plant and Installation Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 15. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 15.1 To establish its eligibility and 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 in Section IV, Bidding Forms.
- 15.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 34.

**16. Documents establishing conformity of the Plant and Installation Services**

- 16.1 The Bidder shall furnish the information stipulated in Section IV, in sufficient detail to demonstrate substantial responsiveness of the Bidders' proposal to the work requirements and the completion time.
- 16.2 For major items of Plant and Installation Services as listed by the Employer in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Employer for these items. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.
- 16.3 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any plant, or services to be provided by the Subcontractor comply with the requirements of ITB 5 and ITB 15.1

**17. Bid Prices and Discounts**

- 17.1 Unless otherwise **specified in the BDS**, bidders shall quote for the entire Plant and Installation Services on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the plant. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.
- 17.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document.



17.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section IV, Bidding Forms.

17.4 Depending on the scope of the Contract, the Price Schedules may comprise up to the six (6) schedules listed below. Separate numbered Schedules included in Section IV, Bidding Forms, from those numbered 1-4 below, shall be used for each of the elements of the Plant and Installation Services. The total amount from each Schedule corresponding to an element of the Plant and Installation Services shall be summarized in the schedule titled Grand Summary, (Schedule 5), giving the total bid price(s) to be entered in the Letter of Bid.

Schedule No. 1 Plant (including Mandatory Spare Parts)  
Supplied from Abroad

Schedule No. 2 Plant (including Mandatory Spare Parts)  
Supplied from within the Employer's Country

Schedule No. 3 Design Services

Schedule No. 4 Installation Services

Schedule No. 5 Grand Summary (Schedule Nos. 1 to 4)

Bidders shall note that the plant and equipment included in Schedule Nos. 1 and 2 above **exclude** materials used for civil, building and other construction works. All such materials shall be included and priced under Schedule No. 4, Installation Services.

17.5 In the Schedules, bidders shall give the required details and a breakdown of their prices as follows:

(a) Plant to be supplied from abroad (Schedule No. 1):

The price of the plant shall be quoted on CIP-named place of destination basis as **specified in the BDS**

(b) Plant manufactured within the Employer's country (Schedule No. 2):

(i) The price of the plant shall be quoted on an EXW Incoterm basis (such as "ex-works," "ex-factory," "ex-warehouse" or "off-the-shelf," as applicable),

- (ii) Sales tax and all other taxes payable in the Employer's country on the plant if the contract is awarded to the Bidder.
  - (c) Design Services (Schedule No. 3).
  - (d) Installation Services shall be quoted separately (Schedule No. 4) and shall include rates or prices for local transportation to named place of final destination as **specified in the BDS**, insurance and other services incidental to delivery of the plant, all labor, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the Bidding Document, as necessary for the proper execution of the installation and other services, including all taxes, duties, levies and charges payable in the Employer's country as of twenty-eight (28) days prior to the deadline for submission of bids.
  - (e) Recommended spare parts shall be quoted separately (Schedule 6) as specified in either subparagraph (a) or (b) above in accordance with the origin of the spare parts.
- 17.6 The current edition of Incoterms, published by the International Chamber of Commerce shall govern.
- 17.7 The prices shall be either fixed or adjustable as **specified in the BDS**.
- 17.8 In the case of **Fixed Price**, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 17.9 In the case of **Adjustable Price**, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labor and material indices in the corresponding Form in Section IV, Bidding Forms.

- 17.10 If so indicated in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply.
- 17.11 Bidders wishing to offer any unconditional discount shall specify in their Letter of Bid the offered discounts and the manner in which price discounts will apply.
- 18. Currencies of Bid and Payment**
- 18.1 The currency(ies) of the bid shall be, as **specified in the BDS**.
- 18.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements.
- 19. Period of Validity of Bids**
- 19.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 20, the Bidder granting the request shall also extend the bid security for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 19.3.
- 19.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted by a factor or factors specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.
- 20. Bid Security**
- 20.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security as **specified in the BDS**, in original form and in the amount **specified in the BDS**.
- 20.2 A Bid-Securing Declaration shall use the form included in Section IV Bidding Forms.

20.3 If a bid security is specified pursuant to ITB 20.1, 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 surety;
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **indicated in the BDS**,

from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable. 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. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 19.2.

20.4 If a bid security is specified pursuant to ITB 20.1, any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.

20.5 If a bid security is specified pursuant to ITB 20.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 42.

20.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

20.7 The bid security may be forfeited or the Bid-Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 41; or
  - (ii) furnish a performance security in accordance with ITB 42.

20.8 The Bid Security or the Bid Securing Declaration of a JVA shall be in the name of the JVA that submits the bid. If the JVA has not been legally constituted into a legally enforceable JVA at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.

20.9 If a Bid-Securing Declaration is executed in accordance with ITB 20.7, the Employer will declare the Bidder ineligible to be awarded a contract by the Employer for the period of time stated in the Form of Bid-Securing Declaration.

20.10 If a bid security is not required in the BDS, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, except as provided in ITB 19.2, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

the Executing Agency may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Employer for a period of time **as stated in the BDS**.

## 21. Format and Signing of Bid

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

21.2 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.

21.3 A bid submitted by a JVA shall comply with the following requirements:

- (a) Unless not required in accordance with ITB 4.1 (a), be signed so as to be legally binding on all partners and
- (b) Include the Representative's authorization referred to in ITB 4.1 (b), consisting of a power of attorney signed by those legally authorized to sign on behalf of the JVA.

21.4 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**

#### **22. Submission, Sealing and Marking of Bids**

22.1 Bidders may always submit their bids by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

- (a) Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL," "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 22.2 and 22.3.
- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

22.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 24.1;
- (c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and

- (d) bear a warning not to open before the time and date for bid opening.
- 22.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.
- 23. Deadline for Submission of Bids**
  - 23.1 Bids must be received by the Employer at the address and no later than the date and time **indicated in the BDS.**
  - 23.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 24. Late Bids**
  - 24.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 23. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 25. Withdrawal, Substitution, and Modification of Bids**
  - 25.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21.2, (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 21 and ITB 22 (except that withdrawals 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 23.
  - 25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.
  - 25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

**26. Bid Opening**

- 26.1 The Employer shall conduct the bid opening in public, in the presence of Bidders' designated representatives and anyone who choose to attend, and at the address, date and time **specified in the BDS**. 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**.
- 26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. 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. 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. Only bids that are opened and read out at bid opening shall be considered further.
- 26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Price(s), including any discounts and alternative bids, and indicating whether there is a modification; the presence or absence of a bid security or Bid-Securing Declaration; and any other details as the Employer may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 24.1.
- 26.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative bids; and the presence or absence of a bid security or a Bid-Securing Declaration. 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 who submitted bids in time, and posted online when electronic bidding is permitted.



## **Evaluation and Comparison of Bids**

- 27. Confidentiality**
- 27.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 27.2 Any attempt 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.
- 27.3 Notwithstanding ITB 27.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.
- 28. Clarification of Bids**
- 28.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. 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 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 32.
- 28.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
- 29. Deviations, Reservations, and Omissions**
- 29.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 30. Determination of Responsiveness**
- 30.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.

30.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Plant and Installation Services 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.

30.3 The Employer shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section VI, Employer's Requirements have been met without any material deviation, reservation, or omission.

30.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

### **31. Nonmaterial Nonconformities**

31.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.

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

31.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be

made using the method indicated in Section III, Evaluation and Qualification Criteria.

**32. Correction of Arithmetical Errors**

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

- (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
- (b) where there are errors between the total of the amounts of Schedule Nos. 1 to 4 and the amount given in Schedule No. 5 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; 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.

32.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be declared non-responsive.

**33. Conversion to Single Currency**

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

**34. Margin of Preference**

34.1 Unless otherwise specified in the BDS, no margin of domestic or regional preference shall apply. If a margin of preference applies, the application methodology shall be as specified in Section III, Evaluation and Qualification Criteria..

**35. Evaluation of Bids**

35.1 The Employer shall use the criteria and methodologies indicated in this Clause. No other evaluation criteria or methodologies shall be permitted.

Technical Evaluation

35.2 The Employer will carry out a detailed technical evaluation of the bids not previously rejected to determine whether the technical aspects are in compliance with the Bidding Document. **The bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified functional guarantees, will be rejected for non-responsiveness.** The employer will award

marks in accordance to section 3 Evaluation and Qualification criteria. In order to reach its determination, the Employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following:

- (a) overall completeness and compliance with the Employer's Requirements; conformity of the Plant and Installation Services offered with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) requirement corresponding to each functional guarantee, as indicated in the Specification and in Section III Evaluation and Qualification Criteria; suitability of the Plant and Installation Services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid;
- (b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and
- (c) other relevant factors, if any, listed in Section III, Evaluation and Qualification Criteria.

35.3 Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

#### Economic Evaluation

35.4 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 Price Schedules;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;
- (c) price adjustment due to discounts offered in accordance with ITB 17.9 or ITB17.10;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;

- (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 33; and
  - (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.
- 35.5 If price adjustment is allowed in accordance with ITB 17.6, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 35.6 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 35.7 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and time schedule proposed. After evaluation of the price analyses, taking into consideration the terms of payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 36. Comparison of Bids**
  - 36.1 The Employer shall compare all substantially responsive bids in accordance with ITB 35.4 to determine the lowest evaluated bid.
- 37. Eligibility and Qualification of the Bidder**
  - 37.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
  - 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15.
  - 37.3 An affirmative determination 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 next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

- 37.4 The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the lowest evaluated Bidder for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the bid price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

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

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

### **Award of Contract**

**39. Award Criteria**

- 39.1 Subject to ITB 38.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.

**40. Notification of  
Award**

- 40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (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 and completion of the Plant and Installation Services (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- 40.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding, and shall publish in the Public Procurement Information Portal the results identifying

the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

40.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

40.4 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.2, requests in writing the grounds on which its bid was not selected.

#### **41. Signing of Contract**

41.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Employer, to the country of the Employer, or to the use of the Plant and Installation Services to be supplied, where such export restrictions arise from trade regulations from a country supplying those Plant and Installation Services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Employer and of the GoK that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the Plant and Installation Services under the terms of the Contract.

#### **42. Performance Security**

42.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions, subject to ITB 35.7, using for that purpose the Performance Security Form included in Section IX, 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 performance security shall have a correspondent financial institution located in the Employer's Country.

- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.



## **Section II. Bid Data Sheets**

## Section II. Bid Data Sheet

### A. General

<b>ITB 1.1</b>	The number of the Invitation for Bids is : <b>KETRACO/PT/007/2021</b>
<b>ITB 1.1</b>	The Employer is: <b>Kenya Electricity Transmission Company Limited</b>
<b>ITB 1.</b>	<p>The name of the ICB is: <b>Completion of the Isiolo Nanyuki 132 kV transmission lines</b>. The identification number of the ICB is: <b>KETRACO/PT/007/2021</b></p> <p>The project shall comprise of;</p> <ul style="list-style-type: none"> <li>• 132 KV overhead single circuit Isiolo - Nanyuki transmission line</li> </ul>
<b>ITB 2.1</b>	The Executing Agency is: <b>KENYA ELECTRICITY TRANSMISSION COMPANY</b>
<b>TB 2.1</b>	The name of the Project is: <b>Completion of the Isiolo - Nanyuki 132 kV transmission lines</b>
<b>ITB 4.2</b>	This bid is open to domestic firms only. A firm will be considered domestic if it is duly incorporated in Kenya under the Companies Act and wholly owned by a Kenyan(s).

### B. Bidding Document

<b>ITB 7.1</b>	<p>For <u>clarification purposes</u> only, the Employer's address is:</p> <p>Attention: <b>Project Manager – NIM Completion</b></p> <p>Street Address: <b>Kenya Electricity Transmission Company Limited</b>  <b>KAWI Complex, Block B</b>  <b>Popo Road, off Red Cross Road, South C</b>  <b>P.O. Box 34942-00100, Nairobi</b></p> <p>Floor/Room number: <b>3<sup>rd</sup> Floor</b></p> <p>City: <b>Nairobi</b></p> <p>Country: <b>Kenya</b></p> <p>Telephone: <b>+254719018000</b></p> <p>Electronic mail address: <a href="mailto:ketracotenders@ketraco.co.ke">ketracotenders@ketraco.co.ke</a>,  <b>Copy to: <a href="mailto:awamukota@ketraco.co.ke">awamukota@ketraco.co.ke</a>, <a href="mailto:jmuna@ketraco.co.ke">jmuna@ketraco.co.ke</a>, <a href="mailto:nnthiga@ketraco.co.ke">nnthiga@ketraco.co.ke</a></b></p>
<b>ITB 7.4</b>	<p>A Pre-Bid meeting <b>will</b> take place at the following date, time and place:</p> <p>Date: <b>8<sup>th</sup> March 2021</b></p> <p>Time: <b>10:00am EAT (East African Time)</b></p> <p>Place: <b>Kenya Electricity Transmission Company Limited</b>  <b>KAWI Complex, Block B</b>  <b>Popo Road, off Red Cross Road, South C,</b>  <b>Nairobi, Kenya</b></p> <p>A site visit conducted by the Employer <b>will be</b> organized on the 9<sup>th</sup> March 2021 at the Nanyuki substation at 10 .00 am</p>

<b>ITB 7.7</b>	Nonattendance at the pre-bid meeting <b>SHALL NOT BE</b> a cause for disqualification of a Bidder.
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the bid is: <b>English</b>

**ITB 11.1 (h)**

The Bidder must provide the following Documentary Evidence to establish the conformity of the Plant and Installation Services with the Bidding Document:

- a) All Technical Schedules with detailed information of offered materials and equipment, in which all required information, shall be filled completely as specified in the Tender documents and all documentation as requested within relevant clauses of Section VI.
- b) Copies of Type Test Reports and technical documents (catalogue, brochures, drawings.) of each major item offered shall form part of the bid. Copies of Type Test Reports shall meet the following requirements:
  - i. Type Test Reports shall be carried out by a laboratory independent from the manufacturer or with the witness of independent laboratory. Accreditation certificate for the testing laboratory shall be presented.
  - ii. Results of type test shall have been conducted at least five years prior to the date of tender submission. The bidder shall submit contact details (Title, email, and fax) of certifying laboratory.
  - iii. Testing materials and equipment in Type Test Reports shall have the same code/ country / manufacturer and technical parameters as offered materials and equipment. Type tests of non-conforming materials/equipment shall not be accepted.
  - iv. Type Test Reports shall include all items tested and results confirming that they meet the requirements of applied standards as stipulated in Tender Documents.
  - v. Quality Management System Manual and ISO Certificate of the equipment manufacturer.
  - vi. Catalogues, literature and reference lists of proposed equipment;  
Drawings and designs submitted by the contractor during bidding are not final and should not be considered approved upon contract signing. The contractor shall provide detailed drawing and designs during the project execution phase for review and approval by the employer.

The major equipment/materials are:

**OPGW (Overhead Optical Ground Wire) , Overhead Conductor, towers, Insulators, earthwire**

- c) The manufacturer of the major equipment must have a valid ISO 9001 Certificate or equivalent Quality Assurance Certification.

<b>ITB 11.1 (k)</b>	<p>The Bidder shall submit the following additional documents in its Bid: <i><b>The list of additional documents shall include the following:</b></i></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 the Contractor's Personnel (as defined in GCC Sub- Clause 1) employed for the execution of Installation Services (defined in GCC Sub- Clause 1) at the Site (or other places in the country where the Site is located), 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>The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:</p> <p><i>Sexual Exploitation, and Abuse (SEA) prevention and response action plan;</i></p> <p><b>KRA Compliance certificate</b></p> <p><b>Valid CR12 certificate</b></p>
<b>ITB 13.1</b>	Alternative bids <b>are not</b> permitted.
<b>ITB 13.2</b>	Alternatives to the Time Schedule <b>shall not</b> be permitted.
<b>ITB 13.4</b>	Alternative technical solutions <b>shall not</b> be permitted.
<b>ITB 16.2</b>	<p>The Bidder <b>shall</b> submit with its bid, the Manufacturer's Authorization for the following part or component as applicable:</p> <ol style="list-style-type: none"> <li>1. Insulators</li> <li>11. OPGW</li> <li>12. Underground Fibre optic cable</li> <li>13. Overhead Conductor, fittings and fittings</li> <li>13. Towers and accessories</li> <li>14. Insulators fittings and accessories</li> </ol>
<b>ITB 17.1</b>	Bidders shall quote for the entire plant and services on a single responsibility basis.

<b>ITB 17.5(a)</b>	<p>Named place of destination is:</p> <ul style="list-style-type: none"> <li><b>a. Isiolo Nanyuki transmission line</b></li> <li><b>b. Nanyuki 132kVSubstation</b></li> <li><b>c. Isiolo 132kV substation</b></li> </ul>
<b>ITB 17.5(b)</b>	<p>Named place of destination is:</p> <ul style="list-style-type: none"> <li><b>a. Isiolo Nanyuki transmission line</b></li> <li><b>b. Nanyuki 132kVSubstation</b></li> <li><b>c. Isiolo 132kV substation</b></li> </ul>
<b>ITB 17.7</b>	The prices quoted by the Bidder shall be <b>firm and fixed</b> .
<b>ITB 18.1</b>	<p>Prices shall be quoted in the following currencies:</p> <p><b>Kenya Shillings</b></p>
<b>ITB 19.1</b>	The bid validity period shall be <b>180</b> days.
<b>ITB 20.1</b>	<p>Bid shall include a bid security by a Tier 1 bank in Kenya.</p> <p>The amount of the bid security shall not be less than:</p> <p><b>KSHS 4,500,000.00</b></p> <p>or its equivalent in a convertible currency.</p> <p>as per the Form of Bid Security included in Section VII – Forms and Procedures.</p> <p>The bid security shall be valid for <b>30 days</b> beyond the original validity period of the bid of <b>180 days</b>, or <b>30 days</b> beyond any period of extension if required under ITB 19.2</p>
<b>ITB 20.3 (d)</b>	Other types of acceptable securities: <b>None</b>
<b>ITB 21.1</b>	<p>In addition to the original of the bid, the number of copies is:</p> <ul style="list-style-type: none"> <li><b>three (3) hardcopies</b></li> <li><b>one (1) electronic copy on CD, DVD or USB flash disk</b> containing the complete Bid documents.</li> </ul> <p>The electronic copy shall be structured strictly as per ITB clause 11.1. <b><u>Each Part (Part 1, 2 and 3) shall be presented in a separate folder. Each Section shall be provided as single PDF file</u></b> (converted - searchable, not scanned copies of the files) named as per ITB clause 11.1.</p> <p>Filled-in Schedules of Rates and Prices shall be provided <u>mandatory</u> as editable <b>MS Excel</b> files.</p> <p>and Technical Data sheets shall be provided <u>mandatory</u> as editable <b>MS WORD</b> files.</p>

<b>ITB 21.2</b>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall indicate:</p> <p>(a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid, such as a Power of Attorney sign the bid. This shall form part of the bidding document.; and</p> <p>(b) In the case of Bids submitted by an existing or intended JVCA an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 4.1(a), and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JVCA during the bidding process and, in the event the JVCA is awarded the Contract, during contract execution.</p>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	<p>Bidders <b>shall submit Complete bid documents electronically submitted through SAP ARIBA platform.</b></p>
<b>ITB 23.1</b>	<p>For <b><u>bid submission purposes</u></b> only, the Employer's address is:</p> <p>Title: <b>COMPLETION OF NANYUKI-ISIOLO TRANSMISSION LINE.</b></p> <p>Attention: <b>Head of Supply Chain Management</b></p> <p>Street Address: <b>Kenya Electricity Transmission Company Limited</b>  <b>KAWI Complex, Block B</b>  <b>Popo Road, off Red Cross Road, South C</b>  <b>P.O. Box 34942-00100, Nairobi</b></p> <p>Floor/Room number: <b>2<sup>nd</sup> Floor</b></p> <p>City: <b>Nairobi</b></p> <p>Country: <b>Kenya</b></p> <p><b>The deadline for bid submission is:</b></p> <p>Date: <b>21<sup>st</sup> April 2021</b></p> <p>Time: <b>10:00 am EAT (East African Time)</b></p>
<b>ITB 26.1</b>	<p>The bid opening shall take place at:</p> <p>Street Address: <b>Kenya Electricity Transmission Company Limited</b>  <b>KAWI Complex, Block B</b>  <b>Popo Road, off Red Cross Road, South C</b>  <b>P.O. Box 34942-00100, Nairobi</b></p> <p>City: <b>Nairobi</b></p> <p>Country: <b>Kenya</b></p> <p>Date: <b>21<sup>ST</sup> April 2021</b></p> <p>Time: <b>Immediately after the deadline for bids submission</b></p> <p><b>Bids will be opened electronically promptly thereafter in the presence of the tenderers or their representatives who choose to attend in KETRACO Supply Chain Management Offices at KAWI Complex, Block B, South C, Nairobi</b></p>
<b>E. Evaluation, and Comparison of Bids</b>	

**F. Award of Contract**

<b>ITB 41.1</b>	Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreements.
<b>ITB 41.2</b>	<p>Within twenty-eight (28) days of receipt of the Contract Agreements for Contract, the successful Bidder shall sign, date, and simultaneously return the contract to the Employer.</p> <p>Failure of the successful Bidder to simultaneously submit the signed and dated Contract as required above, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.</p>



## **Section III. Evaluation and Qualification Criteria (Without Prequalification)**

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 35 and ITB 37, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

# Evaluation

## 2.1 Technical Evaluation

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

### a) Step 1: Preliminary Examination

The preliminary examination stage of bid evaluation is aimed at making sure that the bids received are responsive. A responsive bid is one that conforms to all the terms, conditions in the bidding documents without material deviations, reservation or omission.

The purpose will be to identify and reject bids that are incomplete, invalid, or substantially nonresponsive to the bidding documents and therefore are not to be considered further. The criteria summarized in table 1 below shall be used:

Any application that fails to meet any of the above-mentioned requirements is considered as non-responsive and eliminated from further evaluation.

### b) Step 2: Evaluation of Responsiveness to Minimum Qualification Requirements

Only the applications retained from Step 1 evaluation will be evaluated in this step. Applicants complying with the minimum qualification requirements will be evaluated based on Factor 1 to Factor 4 of Section III subsection 2, stipulated below.

The ITB 35.2 (a) and 35.2(b) are supplemented by the following listed requirements:

- (i) The Bidder, in case of joint venture/consortium at least one member of the JVA, must have a Quality Management/Manufacturing System standard according to ISO 9001 or/and 9002 or equivalent, applicable to:
  - a) Design and Project Management of high voltage substations, transmission lines and power cables including Engineering, Procurement, Installation, Construction and Commissioning of high voltage substations.
  - b) Civil work for foundations and installation of transmission lines, power cables and large power transformers. The Bidder shall submit, with his Bid, certification verifying the Quality Assurance level.
- (ii) The bidder shall demonstrate as part of the requirements of ITB 16.1 the design, installation and project management capabilities through detailed presentation of the firm's design, engineering, installation and project management methodology. This shall include method statements on:

- a) Engineering of Substations and transmission lines – civil, electrical mechanical and electrical
- b) Installation and erection in substation and transmission lines' projects
- c) Project Management - The Contractor shall give a presentation of Project time implementation schedule with matched resources (Human, Tools and Equipment) to ensure timely completion.
- d) Quality control measures- The Contractor shall give a narration of specific quality control mechanisms measures at design, manufacture, erection, installation, testing and commissioning. The presentation shall include method of recruitment/selection of the sub-contractors' /sub suppliers and how they will be supervised.
- e) Environmental and Social aspects –The Contractor shall give a narration of expected risks, taking into account local conditions. The Contractor shall demonstrate that he is able to take all necessary measures to protect the environment both on and off site and to prevent personal injuries or damage to public property or other resulting from pollution, noise or other nuisances from methods used for the works.

**Table 1 - Preliminary Examination- Commercial Responsiveness**

<u>Bidder</u>	<u>Verification</u>	<u>Eligibility</u>	<u>Bid Security</u>	<u>Completeness of Bid</u>	<u>Substantial 1 Commercial Responsiveness</u>	<u>Acceptance for Detailed Examination</u>
(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Letter of Bid written and in right format (ITB 12), -Power of Attorney issued (ITB 20.2), -JVCA form Filled (ITB 4.1b), Manufacturers Authorisation from Main suppliers submitted (BDS 11.1h),	Kenyan Firms	Bid shall be accompanied by a bid security in an amount of not less than One hundred thousand (4,500,000) KES, issued by a reputable bank and counter guaranteed by a recognized Kenyan bank as per the Form of Bid Security. Bid security to be valid 180 plus 30 days after bid opening (ITB 19.1).	- Type test reports submitted (BDS 11.1h), - Documentary evidence of experience submitted (BDS 11.1h), -ISO Certification submitted (BDS 11.1j), Evidence of Installation of major equipment submitted (BDS 11.1j), Audited accounts included in the bid. -All technical schedules submitted (BDS 11.1h- No Changes to Condition of Contract (Section I clause 28).		

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1 No major commercial deviations.

## 2. Qualification

Factor	2.1 Eligibility					
Sub-Factor	Requirement	Criteria				Documentation Required
		Single Entity	Bidder			
			Joint Venture, Consortium or Association	Each partner	At least one partner	
All partners combined						
2.1.1 Nationality	Nationality in accordance with ITB 4.2.	Must meet requirement	Existing or intended JVA must meet requirement	Must meet requirement	Not Applicable	Form ELI –1.1 and 1.2, with attachments
2.1.2 Conflict of Interest	No- conflicts of interests as described in ITB 4.3.	Must meet requirement	Existing or intended JVA must meet requirement	Must meet requirement	Not Applicable	Letter of Bid
2.1.3 GoK Ineligibility	Not having been declared ineligible by the GoK as described in ITB 4.4.	Must meet requirement	Existing JVA must meet requirement	Must meet requirement	Not Applicable	Letter of Bid
2.1.4 Government Owned Entity	Compliance with conditions of ITB 4.5	Must meet requirement	Must meet requirement	Must meet requirement	Not Applicable	Form ELI –1.1 and 1.2, with attachments
2.1.5 Ineligibility based on a United Nations resolution or Executing Agency’s country law	Not having been excluded as a result of the Executing Agency’s country laws or official regulations, or by an act of compliance with UN Security Council resolution, in accordance with ITB 4.8	Must meet requirement	Existing JVA must meet requirement	Must meet requirement	Not Applicable	Letter of Bid

Factor	2.2 Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
	All partners combined		Each partner	At least one partner		
2.2.1 History of non-performing contracts	Non-performance of a contract did not occur within the last <b>five (5)</b> years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one 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.	Must meet requirement by itself or as partner to past or existing JVA	Not Applicable	Must meet requirement by itself or as partner to past or existing JVA	Not Applicable	Form CON - 2
2.2.2 Pending Litigation	All pending litigation shall in total not represent more than <b>fifty percent (50%)</b> of the Bidder’s net worth and shall be treated as resolved against the Bidder.	Must meet requirement by itself or as partner to past or existing JVA	Not Applicable	Must meet requirement by itself or as partner to past or existing JVA	Not Applicable	Form CON – 2

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.3.1 Historical Financial Performance	Submission of audited balance sheets or if not required by the law of the bidder’s country, other financial statements acceptable to the Employer, for the last <b>five [5]</b> years to demonstrate the current soundness of the Bidder’s financial position and its prospective long term profitability. As a minimum, a Bidder’s net worth calculated as the difference between total assets and total liabilities should be positive	Must meet requirement	Not Applicable	Must meet requirement	Not Applicable	Form FIN – 3.1 with attachments
2.3.2 Average Annual Turnover	Minimum average annual turnover of <b>two hundred and fifty five million Kenya Shillings (KES 250,000,000)</b> , calculated as total certified payments received for contracts in progress or completed, within the last <b>five (5)</b> years.	Must meet requirement	Must meet requirement	Must meet <b>Twenty percent (20%)</b> of the requirement	Must meet <b>Eighty percent (80%)</b> of the requirement	Form FIN –3.2

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.3.3 Financial Resources	The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet:  (i) the following cash-flow requirement <b>four (4) months</b> of the project cash flow requirements estimated as <b>Seventy five (75) Million KES</b>	Must meet requirement	Must meet requirement	Must meet <b>Twenty percent (20%)</b> of the requirement	Must meet <b>Eighty percent (80%)</b> of the requirement	Form FIN –3.3



Factor	2.4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.4.1 General Experience	Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last <b>five [5]</b> years prior to the applications submission deadline, and with activity in at least nine (9) months in each year.	Must meet requirement	Must meet requirement	Must meet at least 2 years with activity in the last 5 years	Must meet	Form EXP-2.4.1
2.4.2 Specific Experience	(a) Participation as contractor, management contractor, or subcontractor, in at least <b>two (2)</b> contracts within the last <b>ten (10)</b> years, <b>both combined</b> with a value of at least <b>One hundred and twenty (120) Million Kenya Shillings</b>  that have been successfully and substantially completed and that are similar to the proposed Plant and Installation Services. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VI, Employer’s Requirements.	Must meet requirement	Must meet requirements for all characteristics	Must meet at least 25% of the requirement for the same period.	Must meet requirement	Form EXP 2.4.2(a)

Factor	2.4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.4.2 Specific Experience	<p>b) For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum experience in the following key activities:</p> <p>At least two (2) transmission lines of 132 kV or above whereby at least one project must be outside of its country (for contractors foreign to Kenya)</p> <p>For all the above substations; they must have been completed prior to bid submission. These criteria must be evidenced by a completion certificate issued to the bidder. Valid contact details of the project client should also be provided.</p>	Must meet requirements	Must meet requirements	Must meet at least 15% of similar experience in 132kV Transmission Lines and associated Substation works.	Must meet requirements	Form EXP-2.4.2(b)

## 2.5 Personnel

The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements:

No.	Position	Total Work Experience	Experience in Similar Works
1	<p>Project Manager</p> <p>a. To be stationed in Kenya.</p> <p>b. Minimum qualification: Bachelor's Degree in Electrical, Mechanical, or Civil Engineering.</p> <p>c. Required Work Experience shall be of 10 years of design or construction supervision of any transmission line and substation projects. Among them, minimum two (2) projects should be rated 132 kV and above.</p> <p>d. Required experience in Similar Works shall be of 7 years of Project Manager or Leader of any transmission line and substation projects. Among them, minimum two (2) projects should be rated 132 kV and above.</p>	10	7
3	<p>Transmission line Engineer</p> <p>a. To be stationed in Kenya.</p> <p>b. Minimum qualification: Bachelor's Degree in Civil Engineering.</p> <p>c. Required Work Experience shall be of 7 years of foundation, tower and transmission line design of any transmission line projects. Among them, minimum two (2) projects shall be should be rated 132 kV and above.</p> <p>d. Required experience in Similar Works shall be 5 years working as foundation, tower and transmission line Engineer in transmission line projects. Among them, minimum two (2) projects shall be should be rated 132 kV and above.</p>	7	5

No.	Position	Total Work Experience	Experience in Similar Works
4	<p>Safety Officer</p> <p>a. Must be a Kenya.</p> <p>b. Minimum qualification: Diploma in any technical field with training in Safety and Health.</p> <p>c. Required Work Experience shall be of 5 years of any transmission line projects. Among them, minimum one (1) project shall be should be rated 132 kV and above.</p> <p>d. Required experience in Similar Works shall be 3 years of Accident Prevention Officer (in charge of safety) of any transmission line projects.</p>	5	3
5	<p>Environmental and Social Control Officer</p> <p>a. Must be Kenyan.</p> <p>b. Minimum qualification: Diploma in any technical field with training in Environmental and Social Control</p> <p>c. Required Work Experience shall be of 5 years of any transmission line projects. Among them, minimum one (1) project shall be rated 132 kV or above.</p> <p>d. Required experience in Similar Works shall be of 3 years of Environmental and Social Control Officer (in charge of environmental protection) of any transmission line projects.</p>	5	3
6	<p>Site Manager – Transmission Lines</p> <p>a. Must be a Kenyan</p> <p>b. Minimum qualification: Bachelor's Degree in Civil Engineering.</p> <p>c. Required Work Experience shall be of 7 years of foundation design of any transmission line projects. Among them, minimum two (2) projects shall be rated 132 kV or above.</p> <p>d. Required experience in Similar Works shall be 5 years of transmission line construction manager of any transmission line projects. Among them, minimum two (2) projects s shall be 132 kV or above. double circuit line.</p>	7	5

No.	Position	Total Work Experience	Experience in Similar Works
7	<p>Tower Foundation Supervisor-1</p> <p>a. Must be a Kenyan.</p> <p>b. Minimum qualification: diploma in Civil Engineering</p> <p>c. Required Work Experience shall be of 5 years of any transmission line projects. Among them, minimum one (1) project shall be rated 132 kV or above..</p> <p>c. Required experience in Similar Works shall be of 3 years of Tower Foundation Supervision of any transmission line projects.</p>	5	3
10	<p>Tower Erection Supervisor-2</p> <p>a. Must be a Kenyan. .</p> <p>b. Minimum qualification: diploma in in related fields</p> <p>c. Required Work Experience shall be of 5 years of any transmission line projects. Among them, minimum one (1) project shall be rated 132 kV or above.</p> <p>d. Required experience in Similar Works shall be of 3 years of Tower Erection Supervision of any transmission line projects.</p>	5	3
12	<p>Stringing Work Supervisor-2</p> <p>a. To be stationed in Kenya.</p> <p>b. Minimum qualification: diploma in related fields</p> <p>Required Work Experience shall be of 7 years of any transmission line projects. Among them, minimum one (1) project shall be rated 132 kV or above.</p> <p>c. Required experience in Similar Works shall be of 5 years of Stringing Work Supervision of any transmission line projects.</p>	7	5

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms.

## 2.6 Equipment

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

Transmission Line

No.	Equipment Type and Characteristics	Minimum Number Required
1	Mobile crane (Lifting capacity 40 ton or more)	2
2	Truck/Mobile crane (Lifting capacity 5 ton or more)	3
3	Lorry (8 ton or more)	3
4	Lorry (4 ton or more)	6
5	Excavator (0.3 m <sup>3</sup> or larger) or JCB	4
6	Conductor tensioner (For drum site of stringing work)	2
7	Engine puller (For engine site of stringing work/opposite of drum site)	2
8	Engine winch (For fixing insulator strings onto tower arms)	6
9	Earthing rod/tool (132kV temporary grounding)	3 phase x 2
10	Line checker (132 kV) for checking live or dead line	2
11	OPGW jointing tools	2
12	Communication equipment such as walkie-talkies or equivalent for stringing work	2 pairs

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

## 1.7 Subcontractors

Subcontractors/manufacturers for major items of supply or installation services must meet or continue to meet the minimum criteria specified therein for each item. The major substation equipment is meant to be supplied from manufacturers with a long manufacturing history and long equipment operation experience.

Manufacturers of goods and equipment shall comply with and fulfill the requirements of ISO 9002 or equivalent standard. The submission of the appropriate ISO or equivalent certificate is required.

For items not listed in below table, the vendors must have successfully manufactured and supplied, in every year during the last five years, the quantity being proposed for

subcontracting, and items must be in satisfactory operation/use for the past two years as on the date of bid opening.

Manufacturers/Subcontractors for the following additional major items of supply must meet the following minimum criteria, herein listed for that item:

**TRANSMISSION LINES**

<b>S/No</b>	<b>Description of Item</b>	<b>Minimum Criteria to be met by Manufacturers</b>
	<b>Towers</b>	<ul style="list-style-type: none"> <li>i. At least 15 years manufacturing experience of similar items (towers and tower materials) for applications on systems rated 132 kV and above</li> <li>ii. Similar items being in successful operation for at least 10 years. The operational experience shall be supported by end-user certificates from the utilities/clients with comprehensive contact details. At least two (2) certificates shall be provided.</li> </ul> <p>Supply of Similar items for 132 kV applications to at least five (5) project sites of which shall be outside the manufacturers home country.</p>
	<b>OPGW</b>	<ul style="list-style-type: none"> <li>i. 15 years manufacturing experience of similar items (OPGW) for application in communication and installed on high voltage transmission lines' towers and underground cable trenches.</li> <li>ii. Similar items being in successful operation for at least 10 years. The operational experience shall be supported by end-user certificates from the utilities/clients with comprehensive contact details. At least two (2) certificates shall be provided.</li> <li>iii. Supply of Similar items and similar applications to at least five (5) transmission lines' project sites of which shall be outside the manufacturers home country.</li> </ul>
	<b>Line Conductors</b>	<ul style="list-style-type: none"> <li>i. 10 years manufacturing experience of similar items (phase conductors and earthing wire) for applications on systems rated 132kV and above</li> </ul>

		<ul style="list-style-type: none"> <li>ii. Similar items being in successful operation for at least 10 years. The operational experience shall be supported by end-user certificates from the utilities/clients with comprehensive contact details. At least two (2) certificates shall be provided.</li> <li>iii. Supply of Similar items for 132kV applications to at least five (5) project sites of which shall be outside the manufacturers home country.</li> </ul>
	<b>Insulators and Hardware fittings</b>	<ul style="list-style-type: none"> <li>i. 10 years manufacturing experience of similar items (insulators and hardware fittings) for applications on systems rated 132kV and above</li> <li>ii. Similar items being in successful operation for at least 10 years. The operational experience may be supported by end-user certificates from the utilities/clients with comprehensive contact details. At least two (2) certificates shall be provided.</li> <li>iii. Supply of Similar items for 132kV applications to at least five (5) project sites of which shall be outside the manufacturers home country.</li> </ul>

It shall be mandatory to provide civil works and electromechanical works subcontractors from within the Executing Agency's Country (Kenya).

<b>S/no</b>	<b>Description of Item</b>	<b>Minimum Criteria to be met by Subcontractors</b>
1.	Local Civil Works Sub Contractor	The civil works local subcontractor shall be registered with National Construction Authority (NCA) of class one (NCA 1) category with proven experience in civil works contracts. Sub-contractor <u><b>MUST</b></u> have carried out projects in major foundation works with reference to all completed projects in the last <b>five (5) years</b> . All proposed sub-contractors will be subject to Employer's approval.
2.	Local Electromechanical works subcontractor	The electromechanical works local subcontractor shall have class one (NCA 1) contractor license in electromechanical works issued by the National



		Construction Authority (NCA). Electromechanical subcontractor <b><u>MUST</u></b> provide proven records for the last <b>five (5) years</b> on previous similar assignments for substation projects of respective voltage class (132kv, 66kV). All proposed sub-contractors will be subject to Employer's approval.

Failure to comply with this requirement will result in rejection of the subcontractor.

In the case of a Bidder who offers to supply and install major items of supply under the contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer's authorization, using the form provided in Section IV, showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer's country.

The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and 5 and meets the minimum criteria listed above for that item.

### c) Step 3: Detailed Technical Evaluation

All bids who pass step 1 and 2 will be subjected to detailed technical evaluation to ensure compliance with the Employer's requirements as detailed in table 2 below. All substantially responsive bids will be allowed to proceed to Price Bid Evaluation.

**NB: STEP 3 WILL BE APPLIED JUDICIOUSLY SINCE ALL THE DESIGNS HAVE BEEN COMPLETED. FOCUS WILL BE ON MATERIAL SUPPLIERS AND DESIGN CAPABILITIES.**

**Table 2 - Technical Details (Where Required)**  
**Transmission Line**

Bidder	<u>Technical Data</u>	<u>Foundations</u>	<u>Towers</u>	<u>Conductors</u>	<u>Insulators &amp; Hardware Fittings</u>	<u>OPGW &amp; Junction Boxes</u>	<u>Acceptance for Price Examination</u>
(a)	(b)	(c)	(d)	(e)	(f)	(g)	
	All technical data filled without major deviation or omission.	Drawings submitted, Preliminary design to specification	Tower outline given, clearances okay, Preliminary design to specification.	Conductor type, and fulfill the technical specifications requirements.	Drawings given, and fulfill the technical specifications requirements.	Drawings given, and fulfill the technical specifications requirements.	

## **2.2 Price Bid Evaluation**

After the technical evaluation stage, the bids shall be taken through a detailed price bid evaluation in order to select the bidder whose bid not only complies with the technical requirements in bidding documents, but also offers the Borrower the lowest price for the goods, works and/or related services to be procured.

The following factors and methods will apply:

### **(a) Time Schedule:**

Time to complete the Plant and Installation Services from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of pre-commissioning activities is: 12 months. No credit will be given for earlier completion. Bids offering a completion date beyond the maximum designated period shall be rejected.

### **(b) Work, services, facilities, etc., to be provided by the Employer**

Where bids include the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for in the bidding document, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the bid price for evaluation.

### **(c) Specific additional criteria**

The relevant evaluation method, if any, shall be as follows:

Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by bidders shall remain unaltered.

## **Technical alternatives**

Technical alternatives, if invited in accordance with ITB 13.4, will be evaluated as follows:

**NOT APPLICABLE**

## **Detailed Evaluation**

- a) Corrections for Errors: Bids shall be checked carefully by the evaluation committee for arithmetic errors in the bid form to ensure that stated quantities and prices are consistent. The quantities should be the same as stated in the bidding document. The total bid price for each item should be the product of the quantity and the quoted unit price. If there is a discrepancy, the quoted unit

price shall govern in the recalculation. Prices spelled out in words shall take precedence over numeric quotations in case of differences. The methodology for correction of computational errors is normally stated in the ITB of the bidding documents and must be followed. The read-out bid prices and their corrections should be noted in Table 3, column d. Unusual or large corrections that could affect the comparative ranking of bids should be explained in footnotes. The Borrower should correct all arithmetic errors and notify each bidder of the detailed changes. The corrections are considered binding on the bidder. Therefore, the Bidder must accept such arithmetic corrections or its bid will be rejected.

- b) **Corrections for Provisional Sums:** Bids may contain provisional sums quoted by the Borrower in the bidding documents. These sums are not standard items of the Bill of Quantities and as such they shall be used only as required and approved by the project supervising engineer. The sums should be subtracted from the read-out prices in Table 3, column (e) to allow for a proper comparison of bids in subsequent steps. However, those provisional sums set aside for Day-works, where priced competitively, should not be included in the deductions.
- c) **Modifications and Discounts:** In accordance with the ITB, bidders are allowed to submit, prior to Technical bid opening, modifications to their original bid. The impact of modifications should be fully reflected in the examination and evaluation of the bids. These modifications may include either increases or discounts to the bid amounts that reflect last-minute business decisions. Accordingly, the original bid prices should be modified at this point in the evaluation. Discounts offered in accordance with the ITB that are conditional on the simultaneous award of other contracts or lots of the contract package (cross-discounts) shall not be incorporated until the completion of all other evaluation steps. The effect of unconditional discounts (or alternatively, increases) should be shown as in Table 3 (columns g and h). Any discount expressed in per cent must be applied to the appropriate base specified in the bid (i.e., check to see if it applies to any provisional sums). Any discount(s) that have not been read out at bid opening shall not be taken into consideration in the evaluation.
- d) **Evaluation Currency:** The remaining bids as corrected for computational errors and as adjusted for discounts shall be converted to a common evaluation currency, as described in the ITB.
- e) **Additions:** Omissions to the bid shall be compensated for by adding the estimated costs for remedying the deficiency. Where items missing in some bids are present in others, an average of quoted prices could be used to compare competitors' bids. Alternatively, external sources, such as published price lists,

freight tariff schedules, etc., may be appropriate. The cost determined should be expressed in the evaluation currency and shown in Table 6, column c.

- f) Adjustments: The ITB specifies which, if any, performance or service factors will be taken into account in the bid evaluation (see ITB & BDS Section C). The methodology used in evaluation of these factors should be precisely described in the bid evaluation report and should be fully consistent with the ITB provisions. Bonuses or additional credits that reduce the evaluated bid price will not be given in the bid evaluation for features that exceed the requirements stated in the bidding documents, unless specifically provided for in the ITB<sup>2</sup>. The value of adjustments will be expressed in terms of cost, for all works and most goods contracts, and should be shown in Table 5, column d and expressed in the evaluation currency.
- g) Priced Deviations: Bids with minor deviations may be considered substantially responsive if their further consideration can be assigned a monetary cost or penalty to the bid for the purpose of bid comparison. The deviations should be priced in the evaluation currency in Table 5, column e. Some examples of minor deviations that could be considered are:
  - (i) Requests for deviations that are expressed by the bidder in vague terms, such as “we would like an increase in the amount of mobilization advance” or “we wish to discuss changes in the completion schedule” should ordinarily be ignored in bid evaluation. However, a categorical statement by the bidders taking exception to a requirement in the bidding documents should be treated as a deviation.
  - (ii) If a bid requires a faster payment stream than specified in the bidding documents, the penalty is based on the prospective benefit to the bidder. This situation assumes use of a discounted cash flow using the prevailing commercial interest rates for the currencies of the bid, unless the ITB foresees the eventuality and specifies a rate.
  - (iii) If a bid provides for a delivery or completion that is beyond the date specified in the bidding documents but that is nonetheless technically acceptable to the Borrower, the time advantage given should be assessed and a penalty specified in the ITB or, if one is not provided, based on the rate of liquidated damages specified in the bidding documents.
- h) Cross-Discounts: These are conditional discounts offered in the event that more than one contract or lot will be awarded to the same bidder. The Employer shall select the optimum combination of awards on the basis of least overall cost of the total contract package, consistent with the qualification criteria.

---

<sup>2</sup> Similarly, a bid offering a choice of different product models is evaluated on the basis of the lowest price offered by the bidder from among the models meeting the requirements of the bidding document.

Presentations of the calculations shall be made on an attachment to the report, which shall include the bid evaluation(s) for the other contracts, if they have been evaluated separately.

**Table 3. Corrections and Unconditional Discounts<sup>3</sup>**

Bidder  <i>(a)</i>	Read-out Bid Price(s)		Corrections		Corrected Bid Price(s)  $(f) = (c) + (d) - (e)$	Unconditional Discounts <sup>4</sup>		Corrected/Discounted Bid Price(s)  $(i) = (f) - (h)$
	Currency(ies)  <i>(b)</i>	Amount(s)  <i>(c)</i>	Computational Errors <sup>5</sup>  <i>(d)</i>	Provisional Sums  <i>(e)</i>		Percent  <i>(g)</i>	Amount(s)  <i>(h)</i>	

<sup>3</sup> Only bids accepted for preliminary examination (Table 1, column g) should be included in this and subsequent tables. Columns a, b, and c are from bid opening schedule.

<sup>4</sup> If the discount is offered as a percent, column h is normally the product of the amounts in columns f and g. If the discount is provided as an amount, it is entered directly in column h. A price increase is a negative discount.

<sup>5</sup> Corrections in column d may be positive or negative.

**Table 4. Currency Conversion (multiple currencies)**<sup>6</sup>

Evaluation Currency is KES:

Bidder (a)	Currency(ies) of Bid (b)	Corrected/Discounted <sup>7</sup> Bid Price(s) (c)	Applicable Exchange Rate(s) <sup>8</sup> (d)	Evaluation Currency	
				Bid Price(s) (e) = (c) x (d)	Total Bid Price <sup>9</sup> (f)

<sup>6</sup> Columns a, b and c are from Table 3, columns a, b and i.<sup>7</sup> Unconditional discounts only (see columns g, h, i of Table 3)<sup>8</sup> Column d is as defined in ITB.<sup>9</sup> Column f is the sum of bid prices in column e for each bidder.



**Table 5. Additions, Adjustments and Prices Deviations**

Evaluation Currency is KES:

Bidder (a)	Corrected/Discounted Bid Price <sup>10</sup> (b)	Additions <sup>11</sup> (c)	Adjustments (d)	Priced Deviations (e)	Total Evaluated Price (f) = (b) + (c) + (d) + (e)

---

<sup>10</sup> Column b is from Table 4, column f.

<sup>11</sup> Each insertion in columns c, d, or e should be footnoted and explained in adequate detail, accompanied by calculations.



## Section IV. Bidding Forms

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## Letter of Bid

### Letter of Bid – Single Stage Bidding

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

ICB No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8 \_\_\_\_\_;
- (b) We offer to \_\_\_\_\_, in conformity with the Bidding Document, the following Plant and Installation Services: \_\_\_\_\_
- (c) The price of our Bid, excluding any discounts offered in item (d) below is the sum of: \_\_\_\_\_, ( \_\_\_\_\_ ), **and** \_\_\_\_\_, ( \_\_\_\_\_ )
- (d) The discounts offered and the methodology for their application are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;
- (e) Our bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (g) We, including any subcontractors or manufacturers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITB-4.2;
- (h) We, including any subcontractors or manufacturers for any part of the contract, do not have any conflict of interest in accordance with ITB-4.3;
- (i) We are not submitting more than one bid in this bidding process as a Bidder, either individually or as a partner in a joint venture, in accordance with ITB-4.3, except for alternative offers permitted under ITB Clause 13;

- (j) 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 a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB-4.5;<sup>12</sup>
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

<sup>12</sup> Bidder to use as appropriate

## Schedules of Rates and Prices

### Preamble

#### **General**

1. The quantities provided in the attached schedules are for bidding purposes only. The Bidders shall be responsible during bidding stage for ensuring that the quantities are appropriate to the complete scope of works.
2. The Price Schedules are divided into separate Schedules as follows:

#### **For Transmission lines**

- |                  |   |
|------------------|---|
| Schedule No. 1   | Goods supplied from Abroad  |
| Schedule No. 2   | Goods supplied from Within Employers Country                          |
| Schedule No. 3   | Design Services   |
| Schedule No. 4   | Installation  |
| Schedule No. 4.1 | Miscellaneous and Day works - Installation and Miscellaneous Services |
| Schedule No. 5   | Grand Summary   |

3. The Schedules do not generally give a full description of the plant and equipment to be supplied and the services to be performed under each item. Bidders shall be deemed to have read the Technical Specifications and other sections of the bidding documents and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.
4. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the bidding documents prior to submitting their bid.

#### **Pricing**

5. Prices shall be filled in indelible ink, and any alterations necessary due to errors, etc., shall be initialed by the Bidder.
6. Bid prices shall be quoted in the manner indicated and in the currencies specified in the Instructions to Bidders in the bidding documents.

For each item, bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules.

Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in the Technical Specifications, Drawings or elsewhere in the bidding documents.

7. Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly.

Where there are errors between the total of the amounts of Schedule Nos. 1 to 4 and the amount given in Schedule No. 5 (Grand Summary), the former shall prevail and the latter will be corrected accordingly.

Where there are discrepancies between amounts stated in figures and amounts stated in words, the amounts stated in words shall prevail.

8. Payments will be made to the Contractor in the currency or currencies indicated on the respective schedule. Where applicable, a maximum of three foreign currencies shall be used and a separate schedule shall be used for each foreign currency.
9. Items left blank will be deemed to have been included in other items. The TOTAL for each Schedule and the TOTAL of the Grand Summary shall be deemed to be the total price for executing the Facilities and sections thereof in complete accordance with the Contract, whether or not each individual item has been priced.
10. When requested by the Employer for the purposes of making payments or part payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.



**Schedule No. 1. Plant and Mandatory Spare Parts Supplied from  
Abroad**

<sup>2</sup> Specify currency. Create and use as many columns for Unit Price and Total Price as there are currencies.

Item	Description	Code	Country

## Schedule No. 2. Plant and Mandatory Spare Parts Supplied from Within the Employer's Country

Item	Description	Qty.	EXW Unit Price <sup>1</sup>	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 17.5 (b) (ii))*	EXW Total Price <sup>1</sup>
		(1)	(2)	(3)	(1) x (2)
<b>TOTAL (to Schedule No. 5. Grand Summary)</b>					
<div style="text-align: right; margin-bottom: 20px;">Name of Bidder _____</div> <div style="text-align: right;">Signature of Bidder _____</div>					

<sup>1</sup> Specify currency in accordance with specifications in Bid Data Sheet under ITB 18.1 in Single Stage Bid, or ITB 30.1 in Two Stage Bid.

\* For two stage bidding, this reference would be to ITB 29.4 b (ii).

### Schedule No. 3. Design Services

Item	Description	Qty.  <i>(1)</i>	Unit Price <sup>1</sup>		Total Price <sup>1</sup>  <i>(1) x (2)</i>
			Local Currency Portion <i>(2)</i>	Foreign Currency Portion <i>(optional)</i>	
<b>TOTAL (to Schedule No. 5. Grand Summary)</b>					
			Name of Bidder _____  Signature of Bidder _____		

<sup>1</sup> Specify currency in accordance with specifications in Bid Data Sheet under ITB 18.1 in Single Stage Bid, or ITB 30.1 in Two Stage Bid.

## Schedule No. 4. Installation and Other Services

[illegible]

<sup>1</sup> Specify currency in accordance with specifications in Bid Data Sheet under ITB 18.1 in Single Stage Bid, or ITB 30.1 in Two Stage Bid.

## Schedule No. 5. Grand Summary

Item	Description	Total Price <sup>1</sup>	
		Foreign	Local
	Total Schedule No. 1. Plant, and Mandatory Spare Parts Supplied from Abroad		
	Total Schedule No. 2. Plant, and Mandatory Spare Parts Supplied from Within the Employer's Country		
	Total Schedule No. 3. Design Services		
	Total Schedule No. 4. Installation and Other Services		
	<b>TOTAL (to Letter of Bid)</b>		
		<div style="margin-bottom: 20px;">Name of Bidder _____</div> <div>Signature of Bidder _____</div>	

<sup>1</sup> Specify currency in accordance with specifications in Bid Data Sheet under ITB 18.1 in Single Stage Bid, or ITB 30.1 in Two Stage Bid. Create and use as many columns for Foreign Currency requirement as there are foreign currencies

### Schedule No. 6. Recommended Spare Parts (N/A)

[illegible]

## Schedule No. 4-1: Miscellaneous and Day works - Installation and Miscellaneous Services

Item	Description	Unit	Qty.  (1)	Unit Price 1		Total Price 1	
				Foreign Currency Portion (2)	Local Currency Portion (3)	Foreign Currency Portion (1) x (2)	Local Currency Portion (1) x (3)

Name of Bidder	
Signature of Bidder	

## Schedule No. 7. Extra Works Rates

[illegible]



## **Price Adjustment**

**NOT APPLICABLE**

## **Technical Proposal**

- Site Organization
- Method Statement
- Mobilization Schedule
- Construction Schedule
- Plant
- Contractor's Equipment
- Personnel
- Proposed Subcontractors for Major Items of Plant and Installation Services
- Occupation Safety and Health plan
- Others

**Site Organization**

## **Method Statement**

## **Mobilization Schedule**

## **Construction Schedule**

## **Plant**

## Contractor's Equipment

### Form EQU

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key Contractor's 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.

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

Omit the following information for equipment owned by the Bidder.

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



### Form FUNC

The Bidder shall copy in the left column of the table below, the identification of each functional guarantee required in the Specification and stated by the Employer in para. 1.2 (c) of Section III. Evaluation and Qualification Criteria, and in the right column, provide the corresponding value for each functional guarantee of the proposed plant and equipment.

<b>Required Functional Guarantee</b>	<b>Value of Functional Guarantee of the Proposed Plant and Equipment</b>
1.	
2.	
3.	
...	

## Personnel

### Form PER -1

### Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III. The data on their experience should be supplied using the Form below for each candidate.

<b>1.</b>	<b>Title of position*</b>
	<b>Name</b>
<b>2.</b>	<b>Title of position*</b>
	<b>Name</b>
<b>3.</b>	<b>Title of position*</b>
	<b>Name</b>
<b>4.</b>	<b>Title of position*</b>
	<b>Name</b>

\*As listed in Section III.

## Resume of Proposed Personnel

<b>Position</b>		
<b>Personnel information</b>	<b>Name</b>	<b>Date of birth</b>
	<b>Professional qualifications</b>	
<b>Present employment</b>	<b>Name of employer</b>	
	<b>Address of employer</b>	
	<b>Telephone</b>	<b>Contact (manager / personnel officer)</b>
	<b>Fax</b>	<b>E-mail</b>
	<b>Job title</b>	<b>Years with present employer</b>

[illegible]

## **Proposed Subcontractors for Major Items of Plant and Installation Services**

A list of major items of Plant and Installation Services is provided below.

The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose more than one for each item

<b>Major Items of Plant and Installation Services</b>	<b>Proposed Subcontractors/Manufacturers</b>	<b>Nationality</b>

## **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 (j) 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 Employer's Requirements in Section VII.

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

**Note to the Bidder:**

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

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

## **CODE OF CONDUCT FOR CONTRACTOR'S AND SUBCONTRACTOR'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 Facilities]. The Plant for the Facilities will be installed at [enter the Site]. Our contract requires us to implement measures to address environmental and social risks, related to the Installation Services i.e. services ancillary to the supply of the Plant for the Facilities, such as inland transportation, site preparation works/ associated civil works, installation, testing, pre-commissioning, commissioning, operations and maintenance etc. as the case may require;.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Installation Services.

All personnel that we utilize in the execution of the Contract, including staff, labor and other employees of us and of each Subcontractor, and any other personnel assisting us in the execution of the Contract, are referred to as Contractor's personnel.

This Code of Conduct identifies the behavior that we require from the Contractor's Personnel employed for the execution of Installation Services at the Site (or other places in the country where the Site is located).

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 employed for the execution of Installation Services at the Site (or other places in the country where the Site is located) 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 and Subcontractor'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 any form of sexual harassment including 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, 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 sexual exploitation, sexual abuse and sexual harassment cases, 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 the 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(s) 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 SEA and behaviors constituting 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

- A Contractor's Personnel comment on the appearance of another Installation Services 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 Personnel 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.

**Form ELI 1.1**  
**Bidder Information Sheet**

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

ICB No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

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

1. Bidder's Legal Name
2. In case of JVA, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JVA, letter of intent to form JVA including a draft agreement, or JVA agreement, in accordance with ITB Sub-Clauses 4.1 and 11.1(i) Single Stage Bidding or 11.1(g) Two Stage Bidding. <input type="checkbox"/> In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.5.

Please note that a written authorization needs to be attached to this sheet as required by ITB 21.2 Single Stage Bidding) or ITB 17.2 Two Stage Bidding

**Form ELI 1.2****Party to JVA Information Sheet<sup>13</sup>**

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

ICB No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

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

1. Bidder's Legal Name:
2. JVA's Party legal name:
3. JVA's Party Country of Registration:
4. JVA's Party Year of Registration:
5. JVA's Party Legal Address in Country of Registration:
6. JVA's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.5.

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<sup>13</sup> In addition clear information on the JVA must be submitted as requested in The bidder shall submit clear signed JV document indicating the shareholding and payment to each JV partner Bid data Sheet ITB 4.1

**Form CON – 2****Historical Contract Non-Performance**

**In case a prequalification process was conducted this form should be used only if the information submitted at the time of prequalification requires updating**

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

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

JVA Partner Legal Name: \_\_\_\_\_

ICB No.: \_\_\_\_\_

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

Non-Performing Contracts in accordance with Section III, Evaluation Criteria			
<input type="checkbox"/> Contract non-performance did not occur during the stipulated period, in accordance with Sub- Factor 2.2.1 of Section III, Evaluation Criteria			
Pending Litigation, in accordance with Section III, Evaluation Criteria			
<input type="checkbox"/> No pending litigation in accordance with Sub-Factor 2.2.2 of Section III, Evaluation Criteria			
<input type="checkbox"/> Pending litigation in accordance with Sub-Factor 2.2.2 of Section III, Evaluation Criteria, as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____

**Form CCC****Current Contract Commitments / Works in Progress**

Bidders and each partner to a JVA 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.

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

## Form FIN – 3.1

**Financial Situation****Historical Financial Performance**

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

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

JVA Partner Legal Name: \_\_\_\_\_

ICB No.: \_\_\_\_\_

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

To be completed by the Bidder and, if JVA, by each partner

Financial information in US\$ equivalent	Historic information for previous _____ (____) years (US\$ equivalent in 000s)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
<b>Information from Balance Sheet</b>							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
<b>Information from Income Statement</b>							
Total Revenue (TR)							
Profits Before Taxes (PBT)							


- ☐ Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:
- (a) Must reflect the financial situation of the Bidder or partner to a JVA, and not sister or parent companies
  - (b) Historic financial statements must be audited by a certified accountant
  - (c) Historic financial statements must be complete, including all notes to the financial statements
  - (d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)



**Form FIN – 3.2****Average Annual Turnover**

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 JVA Partner Legal Name: \_\_\_\_\_ ICB No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>Annual turnover data (construction only)</b>		
<b>Year</b>	<b>Amount and Currency</b>	<b>US\$ equivalent</b>
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
<b>*Average Annual Construction Turnover</b>	_____	_____

\*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation Criteria, Sub-Factor 2.3.2.

**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 indicated in Section III, Evaluation and Qualification Criteria

<b>Source of financing</b>	<b>Amount (US\$ equivalent)</b>
1.	
2.	
3.	
4.	

**Form EXP 2.4.1****Experience - General Experience**

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

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

JVA Partner Legal Name: \_\_\_\_\_

ICB No.: \_\_\_\_\_

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

<b>Starting Month / Year</b>	<b>Ending Month / Year</b>	<b>Years *</b>	<b>Contract Identification</b>	<b>Role of Bidder</b>
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____

\*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

**Form EXP – 2.4.2(a)**  
**Specific Experience**

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

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

JVA Partner Legal Name: \_\_\_\_\_

ICB No.: \_\_\_\_\_

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

<b>Similar Contract Number: ____ of ____ required.</b>	<b>Information</b>		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	Υ Contractor	Υ Management Contractor	Υ Subcontractor
Total contract amount	_____		US\$_____
	_____		_____
If partner in a JVA or subcontractor, specify participation of total contract amount	_____ %	_____	US\$_____
Employer's Name:	_____		
Address:	_____		
	_____		
Telephone/fax number:	_____		
E-mail:	_____		

**Form EXP – 2.4.2(a) (cont.)**  
**Specific Experience (cont.)**

Bidder's Legal Name: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ pages  
JVA Partner Legal Name: \_\_\_\_\_

<b>Similar Contract No. __[insert specific number] of [total number of contracts] __ required</b>	<b>Information</b>
Description of the similarity in accordance with Sub-Factor 2.4.2a) of Section III:	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Physical Production Rate	_____

**Form EXP – 2.4.2(b)****Specific Experience in Key Activities**

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

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

JVA Partner Legal Name: \_\_\_\_\_

ICB No.: \_\_\_\_\_

Subcontractor's Legal Name: \_\_\_\_\_

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

	<b>Information</b>		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	<p style="text-align: center;">Y</p> <p style="text-align: center;">Contractor</p>	<p style="text-align: center;">Y</p> <p style="text-align: center;">Management Contractor</p>	<p style="text-align: center;">Y</p> <p style="text-align: center;">Subcontractor</p>
Total contract amount	_____		US\$_____
If partner in a JVA or subcontractor, specify participation of total contract amount	_____ %	_____	US\$_____
Employer's Name:	_____		
Address:	_____ _____ _____		
Telephone/fax number:	_____ _____		
E-mail:	_____		

**Form EXP – 2.4.2 (b)(cont.)****Specific Experience in Key Activities (cont.)**

Bidder's Legal Name: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ pages

JVA Partner Legal Name: \_\_\_\_\_

Subcontractor's Legal Name: \_\_\_\_\_

	<b>Information</b>
Description of the key activities in accordance with Sub-Factor 2.4.2b) of Section III:	

## Form of Bid Security (Bank Guarantee)

\_\_\_\_\_  
**Beneficiary:** \_\_\_\_\_

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

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

We have been informed that \_\_\_\_\_ (hereinafter called “the Bidder”) has submitted to you its bid dated \_\_\_\_\_ (hereinafter called “the Bid”) for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ (“the IFB”).

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder’s bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

\_\_\_\_\_  
*[signature(s)]*



## Manufacturer's Authorization

Date: \_\_\_\_\_  
ICB No.: \_\_\_\_\_

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

### WHEREAS

We \_\_\_\_\_, who are official manufacturers of \_\_\_\_\_, having factories at \_\_\_\_\_, do hereby authorize \_\_\_\_\_ to submit a bid the purpose of which is to provide the following goods, manufactured by us \_\_\_\_\_, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions, with respect to the goods offered by the above firm.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Duly authorized to sign this Authorization on behalf of:

\_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_



## **Section V. Eligible Countries**

### **Section V - Eligible Countries**

This tender is open to domestic firms only i.e firms registered in Kenya and fully owned by Kenyans