



MINISTRY OF WATER,
SANITATION AND IRRIGATION



WORLD BANK GROUP

WATER RESOURCES AUTHORITY (WRA)

PROCUREMENT OF THE DRILLING OF EXPLORATORY BOREHOLES – LOT 2 MERTI AQUIFER SYSTEM IN WAJIR COUNTY

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RFB No: KE-WRA-528303-CW-RFB

Project: Horn of Africa - Ground Water for Resilience Project (*P174867*)

Employer: Water Resources Authority

Country: The Republic of Kenya

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Standard Procurement Document

Table of Contents

<i>PART 1 – Bidding Procedures</i>	3
Section I - Instructions to Bidders.....	5
Section II - Bid Data Sheet (BDS).....	33
Section III - Evaluation and Qualification Criteria	39
Section IV - Bidding Forms	52
Section V - Eligible Countries	95
Section VI - Fraud and Corruption.....	97
<i>PART 2 – Works’ Requirements</i>	99
Section VII - Works’ Requirements.....	101
<i>PART 3 – Conditions of Contract and Contract Forms</i>	157
Section VIII - General Conditions of Contract	158
Section IX - Particular Conditions of Contract	207
Section X - Contract Forms.....	211

PART 1 – Bidding Procedures

Section I - Instructions to Bidders

Contents

A.	<i>General</i>	7
1.	Scope of Bid	7
2.	Source of Funds	8
3.	Fraud and Corruption	8
4.	Eligible Bidders	8
5.	Eligible Materials, Equipment and Services	11
B.	<i>Contents of Bidding Document</i>	11
6.	Sections of Bidding Document	11
7.	Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	12
8.	Amendment of Bidding Document	13
C.	<i>Preparation of Bids</i>	14
9.	Cost of Bidding	14
10.	Language of Bid	14
11.	Documents Comprising the Bid	14
12.	Letter of Bid and Schedules	15
13.	Alternative Bids	15
14.	Bid Prices and Discounts	15
15.	Currencies of Bid and Payment	16
16.	Documents Comprising the Technical Proposal	17
17.	Documents Establishing the Eligibility and Qualifications of the Bidder	17
18.	Period of Validity of Bids	17
19.	Bid Security	18
20.	Format and Signing of Bid	20
D.	<i>Submission and Opening of Bids</i>	20
21.	Sealing and Marking of Bids	20
22.	Deadline for Submission of Bids	21
23.	Late Bids	21
24.	Withdrawal, Substitution, and Modification of Bids	21
25.	Bid Opening	22
E.	<i>Evaluation and Comparison of Bids</i>	23
26.	Confidentiality	23
27.	Clarification of Bids	23

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

Section I - Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues this bidding document for the provision of Works as specified in Section VII, Works' Requirements. The name, identification and number of lots (contracts) of this RFB are specified in the BDS.
- 1.2 Throughout this bidding document:
 - (a) the term **"in writing"** means communicated in written form (e.g. by mail, e-mail, and fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
 - (b) if the context so requires, **"singular"** means **"plural"** and vice versa;
 - (c) **"Day"** means calendar day, unless otherwise specified as **"Business Day"**. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays;
 - (d) **"ES"** means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));
 - (e) **"Sexual Exploitation and Abuse"** **"(SEA)"** means the following:

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

"Sexual Abuse" is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
 - (f) **"Sexual Harassment"** **"(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel;
 - (g) **"Contractor's Personnel"** is as defined in Sub- Clause 1 (ii) of the General Conditions of Contract; and

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

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

- 2. Source of Funds**
- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified **in the BDS** has received or has applied for financing (hereinafter called “funds”) from the International Bank for Redrilling and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
- 3. *Fraud and Corruption***
- 3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.
- 3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
- 4. Eligible Bidders**
- 4.1 A Bidder may be a firm that is a private entity, or a state-owned enterprise or institution, subject to ITB 4.6, or any combination of them in the form of a joint venture (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all

members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

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

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager for the Contract implementation;
- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;
- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a Subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.
- 4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under

Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.

- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;
- (a) relates to fraud or corruption, and
 - (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

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

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

B. Contents of Bidding Document

**6. Sections of
Bidding
Document**

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

PART I Bidding Procedures

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

PART 2 Works' Requirements

- Section VII - Works' Requirements

PART 3 Conditions of Contract and Contract Forms

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

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

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

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

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

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

7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for drilling of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so specified **in the BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3 Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

8. *Amendment of
Bidding
Document*

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding document by issuing addenda.
- 8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.

- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

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

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

11. Documents
Comprising the Bid

- 11.1 The Bid shall comprise the following:
- (a) **Letter of Bid** prepared in accordance with ITB 12;
 - (b) **Bill of Quantities or Activity Schedule**: completed in accordance with ITB 12 and ITB 14, as specified **in the BDS**;
 - (c) **Bid Security or Bid-Securing Declaration**, in accordance with ITB 19.1;
 - (d) **Alternative Bid**, if permissible, in accordance with ITB 13;
 - (e) **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
 - (f) Bidder's **Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid;
 - (g) **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
 - (h) **Conformity**: a technical proposal in accordance with ITB 16;
 - (i) any other document required **in the BDS**.
- 11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed

by all members and submitted with the Bid, together with a copy of the proposed Agreement.

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

12. Letter of Bid and Schedules

- 12.1 The Letter of Bid and Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

- 13.1 Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the BDS** and the method of **evaluating** different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer **technical** alternatives to the requirements of the bidding document must first price the Employer's design as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed drilling methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified **in the BDS** and described in Section VII, Works' Requirements. The method for their evaluation will be stipulated in Section III, Evaluation and Qualification Criteria.

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Activity **Schedule** or Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section IV. Bidding Forms. In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer

when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

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

15. Currencies of Bid and Payment

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

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

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

- 16. Documents
Comprising the
Technical
Proposal**
- 16.1 The Bidder shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work's requirements and the completion time.
- 17. Documents
Establishing the
Eligibility and
Qualifications of
the Bidder**
- 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the **Letter** of Bid, included in Section IV, Bidding Forms.
- 17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 17.3 If a margin of preference applies as specified in accordance with ITB 33.1, domestic **Bidders**, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 33.1.
- 18. Period of
Validity of Bids**
- 18.1 Bids shall remain valid until the date specified **in the BDS** or any extended **date** if amended by the Employer in accordance with ITB 8. A Bid that is not valid until the date specified **in the BDS**, or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional **circumstances**, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the extended date for Bid validity. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows:

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

19. Bid Security

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

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

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

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

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

19.4 If a Bid Security or Bid Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive

Bid Security or Bid-**Securing** Declaration shall be rejected by the Employer as non-responsive.

- 19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the **Performance** Security and if required in the BDS, the Environmental and Social (ES) Performance Security pursuant to ITB 48.
- 19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security. and if required in the BDS, the Environmental and Social (ES) Performance Security.
- 19.7 The Bid **Security** may be forfeited:
- (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 47; or
 - (ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48.
- 19.8 The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that **submits** the Bid. If the JV has not been constituted into a legally enforceable JV, at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITB 4.1 and ITB 11.2.
- 19.9 If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and;
- (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 47; or
 - (ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 48,

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

**20. *Format and
Signing of Bid***

- 20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “ORIGINAL”. Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE”. In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**, and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include **proprietary** information, trade secrets, or commercial or financially sensitive information.
- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of **the Bidder**. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any interlineations, **erasures**, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

**21. Sealing and
Marking of Bids**

- 21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
 - (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
 - (b) in an envelope marked “COPIES”, all required copies of the Bid; and
 - (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:

- (i) in an envelope marked “ORIGINAL - ALTERNATIVE BID”, the alternative Bid; and
- (ii) in the enveloped marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 22.1;
- (c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and
- (d) bear a warning not to open before the time and date for Bid opening.

21.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

22. *Deadline for Submission of Bids*

22.1 Bids must be received by the Employer at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids **electronically**. Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified **in the BDS**.

22.2 The Employer may, at its discretion, extend the deadline for the **submission** of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid **received** by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. *Withdrawal, Substitution, and Modification of Bids*

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized **representative**, and shall include a copy of the authorization in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in

addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION”; and

- (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

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

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

25. Bid Opening

25.1 Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out in accordance with this ITB, all Bids received by the deadline, at the date, time and place specified **in the BDS**, in the **presence** of Bidders’ designated representatives and anyone who chooses to attend. All Bidders, or their representatives and any interested party may attend a public opening. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.

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

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

25.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the **corresponding** Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening.

25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid

Security, or Bid Securing Declaration, if required; and any other details as the Employer may consider appropriate.

- 25.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid **opening** shall be considered further for evaluation. The Letter of Bid and the priced Schedules are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.
- 25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (**except** for late Bids, in accordance with ITB 23.1).
- 25.8 The Employer shall prepare a **record** of the Bid opening that shall include, as a minimum:
 - (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the Bid Price, per lot (contract) if applicable, including any discounts;
 - (c) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required; and
 - (d) any alternative Bids.
- 25.9 The Bidders' **representatives** who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

- 26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not **officially** concerned with the Bidding process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 43.
- 26.2 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract **award** decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the Employer on any matter related to the Bidding process, it shall do so in writing.

27. Clarification of Bids

- 27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any **Bidder** for a clarification of its Bid given a reasonable time for a response. Any clarification submitted by a

Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

**28. *Deviations,
Reservations,
and Omissions***

28.1 During the **evaluation** of Bids, the following definitions apply:

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

**29. Determination of
Responsiveness**

29.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

29.2 A substantially responsive Bid is one that meets the requirements of the bidding **document** without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

29.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

29.4 If a Bid is not substantially responsive to the requirements of the bidding document, **it** shall be rejected by the Employer and may not

subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30. *Nonmaterial
Nonconformities***

- 30.1 Provided that a **Bid** is substantially responsive, the Employer may waive any nonconformities in the Bid.
- 30.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only **to** reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.

**31. Correction of
Arithmetical
Errors**

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

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

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

33. Margin of Preference 33.1 Unless otherwise specified **in the BDS**, a margin of preference for domestic Bidders¹ shall not apply.

34. Subcontractors 34.1 Unless otherwise stated **in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer, Financial Parts

34.2 The subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.

34.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified **in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.

35. Evaluation of Bids

35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

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

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

- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts, but including Daywork³ items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;

³ Daywork is work carried out following instructions of the Project Manager and paid for on the basis of time

¹ An individual firm is considered a domestic Bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic Bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

spent by workers, and the use of materials and the Contractor's equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the Bidders' quoted rates and included in the total Bid price.

- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) price adjustment for nonconformities in accordance with ITB 30.3; and
- (e) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

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

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

36. Comparison of Bids

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

37. Abnormally Low Bids

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

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

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

38. Unbalanced or Front Loaded Bids

38.1 If the Bid for an admeasurement contract, which results in the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or, front loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.

38.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:

- (a) accept the Bid; or
- (b) require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or
- (c) reject the Bid.

39. Qualification of the Bidder

39.1 The Employer shall determine to its satisfaction whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

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

39.4 An affirmative determination of qualification shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the substantially responsive Bid which offers the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

40. Most Advantageous Bid

40.1 Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

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

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

41.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

42. Standstill Period 4 2 . 1

The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

43. *Notification of Intention to Award*

43.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Contract price of the successful Bid;
- (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
- (e) the expiry date of the Standstill Period;
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

F. Award of Contract

44. Award Criteria

44.1 Subject to ITB 41, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 40.

45. *Notification of Award*

45.1 Prior to the expiration of the Bid validity, and upon expiry of the Standstill Period specified in ITB 42.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification

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

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

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

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

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

46. *Debriefing by the Employer*

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

46.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5)

Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period

46.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

46.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

**47. *Signing of
Contract***

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

47.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.

**48. Performance
Security**

48.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with the General Conditions of Contract, subject to ITB 38.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer.

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

49. Adjudicator

49.1 The Employer proposes the person named **in the BDS** to be appointed as Adjudicator under the Contract, at the hourly fee specified **in the BDS**, plus reimbursable expenses. If the Bidder

disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

50. *Procurement
Related
Complaint*

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

Section II - Bid Data Sheet (BDS)

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

ITB Reference	A. General
ITB 1.1	The number of the Invitation for Bids is: KE-WRA-528303-CW-RFB The Employer is: <i>Water Resources Authority (WRA)</i> The reference number of the Request for Bids (RFB) is: KE-WRA-528303-CW-RFB The name of the RFB is: <i>Procurement of the Drilling of Exploratory Boreholes – Lot 1 Merti Aquifer System in Wajir Counties</i> The number and identification of lots (contracts) comprising this RFB is: <i>Single Contract Package</i>
ITB 2.1	The Borrower is: <i>The Government of the Republic of Kenya (GoK).</i> Loan or Financing Agreement amount: <i>Euros 121.7 million</i> The name of the Project is: <i>The Horn of Africa Groundwater for Resilience Project, Kenya. (P-174867)</i>
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: <i>Two</i>
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.
B. Contents of Bidding Document	
ITB 7.1	For <u>Clarification of Bid purposes</u> only, the Employer's address is: Attention: Address: Water Resources Authority Floor/ Room number: <i>SHA Building, Wing B, 9th Floor P.O. Box 45250 00100, Ngong Road. Room No. 1005</i> City: <i>Nairobi</i> Country: <i>The Republic of Kenya</i> Telephone: <i>+254 2732291</i> E-mail address: procurement@wra.go.ke

ITB 7.1	Requests for clarification should be received by the Employer no later than: 14 days before the bid submission deadline.
ITB 7.1	Web page: https://wra.go.ke
ITB 7.4	A Pre-Bid meeting shall take place. Date and Time of Pre-Bid meeting: 23rd January 2026 at 10:00am Place: WRA 9th Floor Boardroom in SHA building and a virtual link https://meet.google.com/hiu-juxe-aid Site Visit: The bidders shall undertake a mandatory site visit at their own cost before the submission of a bid.
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English All correspondence exchange shall be in English language. Language for translation of supporting documents and printed literature is English.
ITB 11.1 (b)	The following schedules shall be submitted with the Bid: • Priced Bill of Quantities • Methods statement • Work Schedule • Key Personnel Schedule • Key Equipment Schedule
ITB 11.1 (i)	The Bidder shall submit the following additional documents in its Bid: • Valid Business Registration Certificate/Certificate of Incorporation, • KRA PIN Certificate • Valid Tax Compliance Certificate • Valid Borehole contractor's license from Ministry of water sanitation and irrigation (Class 1 (class A - Unlimited) • Valid Certificate of registration with National Construction Authority in the Water Works Category • Letter of Authorization/Power of Attorney Code of Conduct for Contractor's Personnel (ES) The Bidder shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub- Clause 1 (ii) of the General Conditions of Contract), to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:

	• <i>Sexual Exploitation and Abuse Letter of Authorization and Sexual Harassment (SEA /SH) prevention and response action plan;</i> • <i>Traffic Management Plan to ensure safety of local communities from construction traffic;</i> • <i>Water Resource Protection Plan to prevent contamination of surface and groundwater resources;</i> • <i>Health and Safety of workers and community management plan;</i> • <i>The MSIP should include the Contractor's ESMP (C-ESMP)</i> • <i>Security risk assessment and management plan;</i> • <i>Age verification plan to avoid child labour;</i>
ITB 13.1	Alternative Bids <i>shall not be</i> considered.
ITB 13.2	Alternative times for completion <i>shall not be</i> permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: <i>Not Applicable.</i>
ITB 14.5	The prices quoted by the Bidder <i>shall not be</i> subject to adjustment during the performance of the Contract.
ITB 15.1	The price shall be quoted by the Bidder in: <i>Kenyan Shilling (KES)</i>
ITB 18.1	<i>The Bid shall be valid until: (124 days).</i>
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor (s): <i>Not Applicable.</i>
ITB 19.1	A Bid Security <i>shall be</i> required. A The amount and currency of the Bid security shall be: <i>KES 2,500,000.00 (Kenya Shillings Two Million Five Hundred Thousand)</i> ❖ The Bid Security shall be in the form of unconditional Bank guarantee using a Form of Bid Security in Section IV, Bidding Forms or CPO. ❖ The Bid Security shall be valid for <i>152 days</i> from the bid submission deadline. ❖ If the bidders are in a Joint Venture (JV), the Bid Security must be submitted either in the name of the Joint Venture that submits the Bid, or in the names of the future members as named in the letter of intent.
ITB 19.3 (d)	Other types of acceptable securities: <i>Not Applicable</i>
ITB 20.1	In addition to the original of the Bid, the number of copies is: <i>One Scanned copy in USB memory clearly marked copy.</i>
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>The Power of Attorney confirming that the assigned person is authorized to sign all the documents related to this bid on behalf of the Bidder. The power of attorney shall be issued by a competent person(s) with authority to grant Power of attorney and duly executed by a notary public, commissioner of oaths or an advocate of the high court.</i>
D. Submission and Opening of Bids	

ITB 22.1	For <u>Bid submission purposes</u> only, the Employer's address is: Attention: <i>Water Resources Authority</i> Address: <i>Ragati Road off Ngong Road, SHA Building, 10th Floor Wing B</i>
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	Floor/ Room number: Room 1005 City: Nairobi Country: The Republic of Kenya Telephone: +254 2732291 E-mail address: info@wra.go.ke and procurement@wra.go.ke The deadline for Bid submission is: Date: 27TH February 2026 Time: 1600hrs <i>Bidders shall not have the option of submitting their Bids electronically.</i>
ITB 25.1	The Bid opening shall take place at: <i>Ragati Road off Ngong Road, SHA Building, 10th Floor Wing B, WRA Boardroom Room No. 904</i>
ITB 25.6	The Letter of Bid and Schedules shall be initialed by 3(Three) representatives of the Employer conducting Bid opening. <i>Each Bid shall be initialed by the Employer's representatives and shall be numbered. The tender opening form shall record the tender reference number, name, address, and signature of the bidder's representative attending the bid opening, read out prices and the name of the appointed Employer's representatives.</i>
E. Evaluation and Comparison of Bids	
ITB 34.1	At this time the Employer <i>does not intend</i> to execute certain specific parts of the Works by subcontractors selected in advance. (Drilling works, Test pumping and Geophysical Logging).
ITB 34.2	The parts of the Works for which the Employer permits Bidders to propose Specialized Subcontractors are designated as follows: <i>Not applicable.</i>
ITB 34.3	Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: <i>25% of the total contract amount.</i> Bidders planning to subcontract more than 25% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.
F. Award of Contract	
ITB 48.1 and 48.2	The successful Bidder shall be required to submit an Environmental and Social (ES) Performance Security.
ITB 49	The Adjudicator proposed by the Employer is: <i>Chartered Institute of Arbitrators of Kenya</i>. The hourly fee for this proposed Adjudicator shall be: <i>Architect Julius Muthui Mutunga FCI Arb. The hourly fee for this proposed Adjudicator shall be: KES 25,000.00</i> The biographical data of the proposed Adjudicator is as follows: <i>Holder of Bachelor's Degree in Architecture, Registered with Board of Registration of</i>

	<i>Architects and Quantity Surveyors and a Fellow Member of the Chartered Institute of Arbitrators (FCIArb).</i>
ITB 50.1	The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to: For the attention: Mohamed M. Shurie, OGW, MBS Title/Position: Chief Executive Officer Employer: Water Resources authority Email address: info@wra.go.ke <i>A copy of the complaint can be sent for the Bank’s information and monitoring to: pprocurementcomplaints@worldbank.org.</i> In summary, a Procurement-related Complaint may challenge any of the following: 1. the terms of the Bidding Documents; and 2. the Employer’s decision to award the contract.

Section III - Evaluation and Qualification Criteria

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

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

- for drilling turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established; or
- value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 32.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

Table of Criteria

1. *Margin of Preference*.....41

2. *Evaluation*.....41

3. *Qualification*.....42

4. *Key Personnel*.....50

5. *Equipment*.....51

1. Margin of Preference: Not applicable

2. Evaluation

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

2.1 Adequacy of Technical Proposal

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

2.2 Multiple Contracts: *Not applicable*

2.3 Alternative Completion Times: *Not applicable*

2.4 Sustainable procurement: *Not applicable*

2.5 Alternative Technical Solutions for specified parts of Works:

Not applicable.

2.6 Specialized Subcontractors: *Not applicable.*

3. *Qualification*

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

1.6	Regulatory requirements	Must be an unlimited class driller with a valid license with the Ministry of Water, Sanitation and Irrigation for the Financial Year 2025	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Attach valid license. To be confirmed from the Ministry of Water, Sanitation and Irrigation for the Financial Year 2025 list
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a	Must meet requirement 1 & 2	Must meet requirements	Must meet	N/A	Form CON-2

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		contract ¹ did not occur as a result of contractor default since 1st January 2020 .			requirement ²		
2.2	Suspension Based on Execution of Bid /Proposal Securing Declaration by the Employer	Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 and ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
2.3	Pending Litigation	Bidder’s financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder.	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ³ since 1st January 2020 .	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

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

² This requirement also applies to contracts executed by the Bidder as JV member.

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

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
2.5	Declaration: Environmental and Social (ES) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for breach of environmental or social (including Sexual Exploitation and Abuse) contractual obligations in the past (5) five years (2020-2025).	Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration	N/A	Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.	N/A	Form CON-3 ES Performance Declaration
2.6	Bank's SEA and/or SH Disqualification	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4
		If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.					
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the drilling cash flow requirements. <i>for</i> the subject contract(s) net of the Bidder's other commitments.: estimated as KES 150 million for each Lot for the subject contract(s) net of the Bidder's other commitments.	Must meet requirement	Must meet Requirement	N/A	N/A	Form FIN – 3.1, with attachments

		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. Adequate financial resources with the confirmation letter from the	Must meet requirement	Must meet requirement	N/A	N/A	
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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		Bank equivalent are required as follows: Not applicable					
		(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last 3 years (2024,2023 and 2022) shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability	Must meet requirement	N/A	Must meet requirement	N/A	
3.2	Average Annual Drilling Turnover	Minimum average annual construction turnover of KES 380 million, calculated as total certified payments received for contracts in progress and/or completed within the last 3 years (2024,2023 2022), divided by 3 years	Must meet requirement	Must meet requirement	Must meet 30 % of the requirement	Must meet 50% of the requirement	Form FIN – 3.2
4. Experience							
4.1 (a)	General Drilling Experience	Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last 5 years	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
4.2 (a)	Specific Drilling & Contract Management Experience	(i) A minimum number of 2 similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor ⁶ between 1st January 2020 and bid submission deadline: (i) One contract of minimum value KES 150 million; Or (ii) Two (2) contracts of combined value of KES 300 million or more. The similarity of the contracts shall be based on the following: Drilling, development, test pumping and equipping of a deep borehole upto a depth not less than 480 meters.	Must meet requirement	Must meet requirement ⁶	N/A	Must meet the following requirements for the key activities listed below N/A	Form EXP 4.2(a)

⁴ Substantial completion shall be based on 80% or more works completed under the contract.

⁵ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.

⁶ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
4.2 (b)		For the above and any other contracts substantially completed and under implementation as prime contractor, joint venture member, or sub-contractor between 1st January 2020 and Application submission deadline, a minimum drilling experience in the following key activities successfully completed (1) Rotary mud drilling (2) Casing (3) Test pumping (4) Geophysical logging (5) Water Quality analysis	Must meet requirements	Must meet requirements	N/A	Must meet the following requirements for key activities listed below <i>N/A</i>	Form EXP – 4.2 (b)
4.2 (c)		For contracts substantially completed and under implementation as prime contractor, joint venture member, or Subcontractor between 1st January 2020 and Application submission deadline, experience in managing ES risks and impacts in the following aspects:	Must meet requirements	Must meet requirements	Must meet the following requirements: a) Restriction of Child Labor b) Occupational Health and Safety (OHS): c) Management of Gender-Based	Must meet the following requirements: a) Restriction of Child Labor b) Occupational Health and Safety (OHS): c) Management of Gender-Based Violence (GBV) Cases	Form EXP – 4.2 (c)

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All members Combined	Each Member	At least one Member	
		a) Restriction of Child Labor b) Occupational Health and Safety (OHS): c) Management of Gender-Based Violence (GBV) Cases d) Conduct regular risk assessments, establish confidential incident reporting mechanisms along with provision of survivor-centered services and ensure clear accountability mechanisms.			Violence (GBV) Cases		

4. *Key Personnel*

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

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

4.1. *Key Personnel for Exploratory Boreholes Drilling*

No.	Position	Relevant academic qualifications	Minimum years of relevant work experience	Minimum Number Required	Professional Grade
K-1	Hydrogeologist	BSC/MSC in Geology/ Hydrogeology	10years and above experience in Mud drilling supervision	2No. (One per drilling site)	Licensed registered water professional
K-2.	Driller (2)	Diploma/ Certificate from recognized Technical or Vocational Schools / demonstrated proficiency in drilling works	8 years' experience in mud rotary drilling	2	N/A
K-3	Welder (2)	Certificate in Welding or Metal Fabrication	5 years in Arc welding steel casings, fabrication of borehole headworks, and repair of drilling rig metal components	2	
K-4	Environmental Expert / Occupational Health and Safety Expert Social expert	BSC/BA/MSC/MA in Environmental Science/	8 years of experience and above in the required field of environmental sciences and health and safety of sites	1	N/A
K-5	Social / Sociologist / Gender Based Violence Specialist	BSC/BA/MSC/MA In Sociology, gender or Related Fields	8 years of experience and above in the field of social work, social safeguards including land acquisition, GBV and gender related work	1	

K-6	Water quality expert	Diploma in Analytic chemistry	5 experience in water quality analysis	1	
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5. Equipment

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

5.1. Key Equipment for 4 Exploratory Wells

No.	Equipment Type and Characteristics	Minimum Number required	Ownership Certificate / Lease Agreement
1.0	Drilling Rigs		
1	The rig must have mud rotary (direct) and DTH rotary/ reverse rotary drilling system with drilling capacity of 800 metres and at a diameter ranging from 24" to 14" bit as per the design and Specification provided in the Technical specification section.	2	Must prove ownership of at least one rig (the other rigs can be leased)
1.	Rig Pull back capacity with 550KN with 150 HP	2	Required
2.0	Mud Pump		
1.	Mud pump capacity should not be less than 40 bar, not less the 1500lit/min capacity and be able to deliver at least 550 hydraulic HP at all pressure	1	Required
3.0	Compressor		
1.	Compressor capacity should reach 50bar with the application of booster compressor as required, flow 1800-cfm/51 cubic meter per minute & above	2	Required
4.0	Submersible Pumps		
1.	Submersible pumps (Q= 5-50m ³ /hr. @ 580metres head	4	Required
5.0	Generator of appropriate capacity to run the submersible pump stated above (under 4.1)	1	Required
6.0	Water level indicator /Deep meter that can record at least up to 600m depth	1	Required
7.0	Water quality multi parameter portable kit and reagents with EC range up to 100,000Microcements per cm (EC, Ph, Salinity, TDS, DO, Temperature, arsenic)	1	Required
8.0	Cooler boxes and sampling bottles for chemical, bacteriological and stable isotope samples		Required
9.0	Borehole Camera with capacity of 600m	1	Required
10.0	Gamma Ray Logger with capacity to log 600m	1	Required

11.0	Geophysical electrical logging equipment with capacity of 600m deep	1	Required
12.0	Calliper borehole logging equipment with capability of up to 600m deep	1	Required
13.0	Sealing equipment	1	Required

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

6. *Project Management*

Instructions: The contractor shall carry out instructions of the Designated Representative of the client which comply with the applicable law where the project is located.

Designated Representative Decision: Except otherwise specifically stated, the Designated Representative shall decide contractual matters between the client and the contractor in the role of representing the client.

Delegation: The Designated Representative may delegate any of their duties and responsibilities to other persons, particularly the Consultant after notifying the contractor, and may cancel any delegation after notifying the contractor.

Communication: Communication between parties in the contract shall be in writing and is only effective when delivered.

Management meetings: Either the Designated Representative or the contractor may require the other to attend a management meeting. The business of the management meeting shall be to review progress of the work and review plans for the remaining work and to deal with matters raised in accordance with early warning.

Signatures

Prepared and finalized Name and position Signature Date

Reviewed Name and position Signature Date

Authorized Name and position Signature Date

Section IV - Bidding Forms

Table of Forms

<i>Letter of Bid</i>	53
<i>Schedules</i>	56
Bill of Quantities	56
1. Sample Bill of Quantities	56
2. Schedule of Payment Currencies Not Applicable	56
3. Schedule(s) of Adjustment Data Not Applicable	56
<i>Forms of Bid Security</i>	57
Form of Bid Security - Bank Guarantee	57
Technical Proposal	59
Technical Proposal Forms	59
Equipment	64
Site Organization	65
Method Statement	66
Mobilization Schedule	67
Drilling Schedule	68
ES Management Strategies and Implementation Plans	69
Code of Conduct for Contractor's Personnel (ES) Form	70
Others	74
<i>Bidder's Qualification</i>	75
Form ELI -1.1: Bidder Information Form	76
Form ELI -1.2: Information Form for JV Bidders	77
Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History	78
Form CON – 3 Environmental and Social Performance Declaration	79
Form CON – 4 Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration	82
Form CCC: Current Contract Commitments / Works in Progress	84
Form FIN – 3.1: Financial Situation and Performance	85
Form FIN - 3.2: Average Annual Drilling Turnover	87
Form FIN - 3.3: Financial Resources	88
Form EXP - 4.1: General Drilling Experience	89
Form EXP - 4.2(a): Specific Drilling and Contract Management Experience	90
Form EXP - 4.2(b): Drilling Experience in Key Activities	92
Form EXP - 4.2(c): Specific Experience in Managing ES aspects	94

Letter of Bid

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

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

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

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

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

Alternative No.: *[insert identification No. if this is a Bid for an alternative]*

To: *[insert complete name of Employer]*

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

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

- i. *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- ii. *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- iii. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]*
- iv. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]*
- v. *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]*

- (e) **Conformity:** We offer to execute in conformity with the bidding document the following Works: [insert a brief description of the Works]
- (f) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*
- [Option 1, in case of one lot:] Total price is: [insert the total price of the Bid in words and figures, indicating the various amounts in KES];*
- (g) **Discounts:** The discounts offered and the methodology for their application are:
- (i) The discounts offered are: *[Specify in detail each discount offered.]*
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- (h) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;
- (i) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security *[and an Environmental and Social (ES) Performance Security, **Delete if not applicable**]* in accordance with the bidding document;
- (j) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (k) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (l) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (m) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

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

[or]

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

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

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

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

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

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

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

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

Schedules

Bill of Quantities

1. Sample Bill of Quantities (Local Currency)

<i>Item no.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
	</				

Forms of Bid Security

Form of Bid Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the Employer]

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

Date: *[Insert date of issue]*

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

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

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

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

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

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

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

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

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

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

[signature(s)]

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

Technical Proposal Technical Proposal
Forms

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

FORM PER -1

Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate (K-1, K-2, K-3, K-4, K-6 from section 4.1 above)

Key Personnel

1.	Title of position: Hydrogeologist	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
2.	Title of position: <i>[Driller should replicate four records for this , each for the four drillers required)]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
3.	Title of position: <i>[[Welder] should replicate two records for this , each for the two welders required)]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
4.	Title of position: <i>[Environmental Specialist]</i>	
	Name of candidate:	

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

Form PER-2: Resume and
Declaration

Key Personnel

Name of Bidder

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

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

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

Declaration

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

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

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

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

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

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Equipment

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

Type of Equipment*		
Equipment Information	Name of manufacturer,	Model and power rating
	Capacity*	Year of manufacture*
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

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

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

Site Organization

[insert Site Organization information]

Method Statement

[insert Method Statement]

Mobilization Schedule

[insert Mobilization Schedule]

Drilling Schedule

[insert Drilling Schedule]

ES Management Strategies and Implementation Plans

(ES-MSIP)

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

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

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

Note to the Employer:

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

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

Delete this Box prior to issuance of the bidding documents.

Note to the Bidder:

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

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

CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

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

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

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

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

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:

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

RAISING CONCERNS

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

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling gender-based violence, or if such person is not required under the Contract,*

another individual designated by the Contractor to handle these matters] in writing at this address [] or by telephone at [] or in person at []; or

2. Call [] to reach the Contractor's hotline (*if any*) and leave a message.

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

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

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

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

FOR CONTRACTOR'S PERSONNEL:

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

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

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

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

**BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND
BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

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

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

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

(2) Examples of sexual harassment in a work context

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

Others

Bidder's Qualification

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

Form ELI -1.1: Bidder Information Form

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

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. ☐ In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

Form ELI -1.2: Information Form for JV Bidders

(to be completed for each member of Joint Venture)

Date: _____

RFB No. and title: _____

Page _____ of _____ pages

Bidder's Joint Venture name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and is not under the supervision of the Employer, in accordance with ITB 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 47.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1 st January <i>[insert year]</i>			
☐ Contract(s) not performed since 1 st January <i>[insert year]</i>			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value), KES
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation			
☐ Pending litigation.			

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

Environmental and Social Performance Declaration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Form CCC: Current Contract Commitments / Works in Progress

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

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

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate, KES equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

2. Sources of Finance

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

No.	Source of finance	Amount KES
1		
2		
3		

3. Financial documents

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

- (a) reflect the financial situation of the Bidder or in case of JV member , and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements¹ for the ____ years required above; and complying with the requirements

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

Form FIN - 3.2: Average Annual Drilling Turnover

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

Form FIN - 3.3: Financial Resources

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

Source of financing	Amount KES
1.	
2.	
3.	
4.	

Form EXP - 4.1: General Drilling Experience

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			KES *	
If member in a JV or subcontractor, specify participation in total Contract amount			*	
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

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

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

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

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

Subcontractor's Name² (as per ITB 34.2 and 34.3): _____

RFB No. and title: _____

Page _____ of _____ pages

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

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

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			KES	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:				

² If applicable.

Address:	
Telephone/fax number	
E-mail:	

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

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

2. Activity No. Two

3.

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

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

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

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

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			KES	
Details of relevant experience				

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

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

4.

Section V - Eligible Countries

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

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

Under ITB 4.8 (a) and 5.1 ***None***

Under ITB 4.8 (b) and 5.1 ***None***

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. *Purpose*

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

2. *Requirements*

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

- 2.2 To this end, the Bank:

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

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

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

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

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

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

PART 2 – Works' Requirements

Section VII - Works' Requirements

Table of Contents

Specifications 102

Environmental and Social Requirements..... 140

Key Personnel..... 153

Drawings 154

Supplementary Information 156

MERTI EXPLORATORY BOREHOLE DRILLING AND DEVELOPMENT SPECIFICATIONS

GENERAL

Introduction

The Water Resources Authority (WRA), under the Horn of Africa Groundwater for Resilience Project (GW4R), is undertaking exploratory drilling works aimed at enhancing groundwater understanding and sustainable management of the Merti Aquifer system. The assignment entails drilling and conducting test pumping of five (5) deep exploratory boreholes within the Merti Aquifer, targeting groundwater resources at depths of 600 meters and beyond. The works will include drilling, detailed geological and geophysical logging, borehole installation, development, test pumping, aquifer characterization, and data analysis to provide reliable information on aquifer properties and groundwater potential. The results will support the development of comprehensive aquifer assessments, as well as the preparation of long-term development and management plans for the Merti Aquifer system. The project is located in the Merti Aquifer region in Kenya. The contractor will work under the overall supervision of the Water Resources Authority. The duration of the contract will be defined in line with project requirements. The contractor must demonstrate familiarity with and adherence to the Water Act, and all relevant codes of practice prepared by the Ministry of Water, Sanitation and Irrigation in conjunction with the Water Resources Authority, and in consultation with stakeholders. The Codes of Practice include the following:

1. The Code of Practice for the Construction of Boreholes
2. The Code of Practice for the Supervision of Construction of Boreholes
3. The Code of Practice for the Pumping Test of Boreholes

Background and Justification

Groundwater availability in the Horn of Africa (HoA) region is constrained by limited knowledge and investment in sustainable quantification, abstraction and management, impacting socio-economic development. In Kenya, groundwater has significant potential for providing sustainable water security, particularly in Arid and Semi-Arid Lands (ASALs). Despite notable investments in groundwater development, challenges such as poor land use, pollution, over-abstraction, seawater intrusion, and inadequate drilling techniques remain insufficiently addressed.

The Government of Kenya (GoK), through the Ministry of Water, Sanitation, and Irrigation (MoWSI), has partnered with the International Development Association (IDA) of the World Bank Group to implement the Horn of Africa Groundwater for Resilience Project (GW4R). Built on the Horn of Africa Initiative, the project addresses regional challenges shared by Djibouti, Ethiopia, Kenya, and Somalia, focusing on coordinated actions to strengthen groundwater resilience in the borderlands. The initiative prioritizes the sustainable development of groundwater resources to support water security and socio-economic benefits. The GW4R project targets 1.5 million beneficiaries in rural communities across Turkana, Wajir, Garissa, Marsabit, and Mandera counties through borehole rehabilitation, construction, aquifer restoration, and conservation activities. It also aims to strengthen institutional capacity at the national, county, and transboundary levels, providing training, equipment, and enhanced groundwater management policies. Specific studies, such as aquifer assessments for the Merti aquifer, will support detailed hydrogeological characterization and develop sustainable management plans to address groundwater sustainability challenges. Structured across four components, the project integrates conservation, capacity-building, and data enhancement to

improve groundwater governance and resilience.

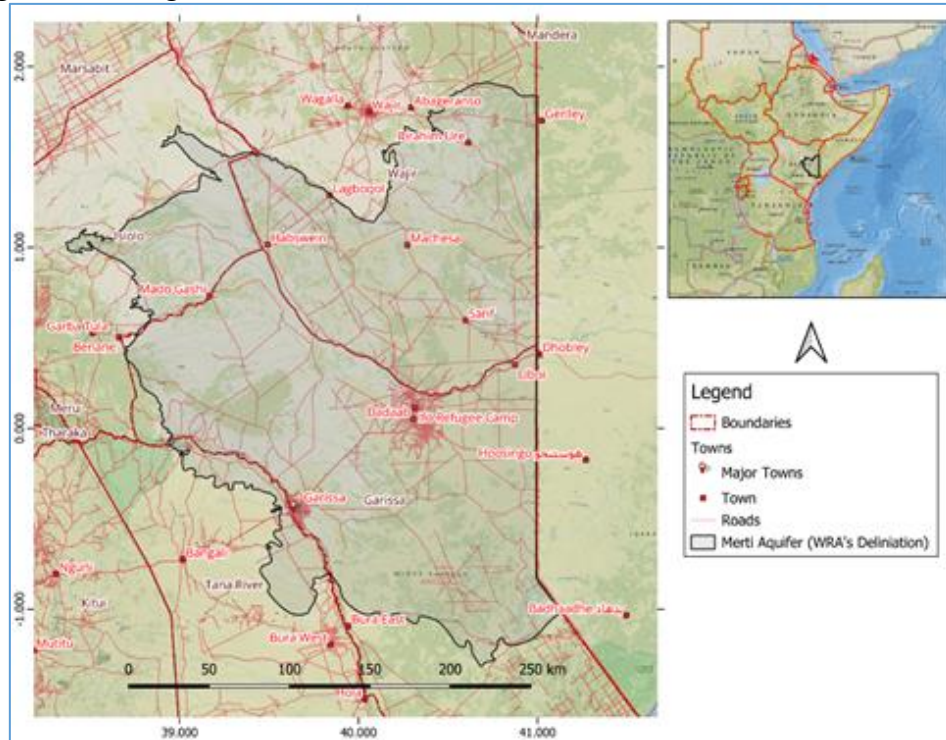


Figure 1: Map of the Area Covered by Merti Aquifer

Purpose

The purpose of this contract is to undertake the drilling and test pumping of five (5) deep exploratory boreholes within the Merti Aquifer. The exact drilling sites have been identified based on advanced geophysical methods (AMT, TDEM, and VES), complemented by hydrogeological and geological studies carried out in the area. The selected locations are presented below.

Objective

The objective of this assignment is to undertake the drilling, construction and test pumping of five (5) deep exploratory boreholes within the Merti Aquifer, to generate reliable hydrogeological data and evidence on groundwater occurrence and potential. The results will validate and support the on-going Horn of Africa Groundwater for Resilience Project (GW4R), particularly the comprehensive aquifer assessments and the preparation of long-term development and management plans for the Merti Aquifer system. The assignment requires contractors with proven technical capacity and expertise in deep drilling, test pumping, and aquifer characterization. Upon completion, all boreholes will be properly capped. The contractor will hand over detailed drilling logs, pumping test results, and related datasets to the client, who will subsequently plan for equipping, civil works and the establishment of sustainable management systems.

Location

Deep exploratory boreholes shall be developed under this contract. The borehole sites are located within the Merti Aquifer area. The elevation of the Merti Aquifer varies from 60-450 m asl and generally slopes towards South East, as portrayed by the flow of laggas in the region, such as Lagh Bor. The specific location of the drilling sites is provided below.

Table 1: Details of the Proposed Sites for Exploratory Drilling

Priori ty No.	Coun ty	Sub Coun ty	Ward	Village	Site Name	WGS8 4- Lat	WGS84 - Long	Elevati on	Propos ed Depth (m)
1.	Wajir	Wajir South	Habaswe in	Habaswe in	Habaswei n	1.0147 56	39.4904	199	600
2.	Wajir	Wajir West	Hadado Athiboh ol	Hadado	Hadado	1.5491	39.4275	260	600
3.	Wajir	Wajir West	Arbajaha n	Garse Qoftu	Garse Qoftu	1.8111 7	39.1587	303	600
4.	Wajir	Wajir South	Benane	Arablo	Arablo	0.6791 7	40.083	162	600
5.	Wajir	Wajir South	Habaswe in	Uthole	Uthole	0.9161	39.52531	195	600

Deliverables

The assignment entails the following key deliverables

- (i) Drilling of exploratory boreholes within the Merti Aquifer to a target depth of 600 meters +/- 20%, with 12-inch diameter. After well logging and downhole geophysical logging, the screen depth will be determined for installation screens, followed by borehole development and the construction of wellheads, in full compliance with the general and technical specifications for drilling and test pumping provided in the RFB. The final depth will be determined on site by the Supervisor. Payment shall be based on the actual depth drilled. Throughout the drilling process, detailed geological and geophysical logging will be undertaken to identify and characterize all water-bearing formations, including their depth, thickness, yield, stratigraphic position, and associated hydrogeological parameters such as drilling rate and electrical conductivity (EC). The final borehole depth will be determined on site by the Supervisor, and payment will be based on the actual drilled depth.
- (ii) Test pumping of the drilled borehole as per the methods indicated in the specifications in this RFB, interpretation of the test pumping to establish safe yields for the borehole, water quality monitoring and analysis on site and in certified laboratories and construction of well head for protection
- (iii) Submission of borehole completion report as per WRA guidelines and other requirements as listed in the specification in this RFB including as build design and drawing of the borehole
- (iv) Capping of the borehole as provided for in the specification, provision of conditions as set out in the WRA Drilling Authorization and in the approved ESIA report including site reinstatement, site handover to the County Governments and local community leadership and demobilisation from site as indicated in the Technical Specifications-Completion of Defects Liability Period.

PREAMBLE

The drilling works are primarily exploratory, aimed at understanding the Merti Aquifer's lithology, depth, groundwater quality, and aquifer properties to inform sustainable development and long-term management. The Contractor must therefore adhere strictly to the specified procedures, and Codes of Practices, as success depends on the accuracy and quality

of the exploration data obtained. Only after fulfilling its primary objective of aquifer characterization will the borehole be considered for equipping and subsequent utilization for other purposes.

Before drilling, the Contractor is required to conduct site visits and assess ground conditions to minimize risks of borehole failure. If a borehole is lost due to unforeseen geological conditions, relocation may be undertaken only in consultation with the Supervisor, with all decisions documented and supported by investigation data. All costs arising from abandoned boreholes, relocations, or delays shall be borne by the Contractor.

The Contractor must also make adequate arrangements for water supply for drilling operations and crew use. Compliance with these requirements is mandatory to ensure the exploration objectives are achieved and the Merti Aquifer is reliably characterized for sustainable use.

SCOPE OF WORK

This specification shall apply for drilling of **five (5) Exploratory Boreholes** at selected sites within Merti Aquifer, Kenya, with an average depth of 600 metres each with possible variation of $\pm 20\%$. The Contractor **must** fulfil all requirements and obligations under all clauses of the specification. Neither the following Clauses of this specification any descriptions therein nor the quantities, shall limit the obligations of the Contractor under the Conditions of the Contract. Where items are not included in the Bill of Quantities for any such requirements or obligations, the cost of such requirements or obligations shall be considered as included somewhere in the Bills of Quantities. All materials to be permanently built-in shall be new and shall be accompanied by Manufacturer's Certificates, stating their compliance with this specification and the standards mentioned therein.

The Codes of Practice mentioned in the Introduction of the Technical Specification, shall be deemed to form part of the contract. The Codes shall apply in conjunction with the Water Act of 2016 and its 2021 amendments, and the Water (Resources) Regulations of 2025. All such standards shall be applied in their latest edition or revision unless otherwise stated.

The Contractor shall assign qualified and experienced personnel to undertake the works, including the continuous presence of a full-time qualified hydrogeologist at each drilling site. The drilling and associated works for the five (5) boreholes shall be completed within the period specified by the Client from the date of contract signing.

Contractor's Work Program

Methodology and Workplan

A program showing detail breakdown of the methodology and workplan of drilling works have to be submitted. The Contractor shall, within 15 days after acceptance of the Contract, draw up the Work Program, showing in detail the order in which the various parts of the drilling Works (including but not limited to the methodology of the borehole drilling, geophysical logging, installation of casings and screens, gravel pack, sanitary seals, development, test pumping, water quality analysis) to be constructed. The intended completion of drilling including well development and pumping test for the One Lot is 180 days from the date of signing the contract. The Contractor shall present the experts' CVs, methodology, manufacturer's certifications and user manuals of certain products especially Calgon, polymers, and timely work plan, showing in detail the order in which the various parts of the Works are to be constructed, with dates of commencement and completion and, where necessary, intermediate stages of works and the dates thereof. The methodology should give specific details on how they intend to carry out all tasks, including but not limited to the equipment, tools, materials and, in chronological order, step by step process from the time they sign the contract to the final step.

The program must, where required by the Client, be accompanied by sketches showing in plan and sections the different stages of the program. After approval by the Client, the Work Program shall be binding on the Contractor.

The Client shall provide a Supervisor, who is a registered Geologist or Hydrogeologist under the meaning of the Water (Resources) Regulations, 2025, and in accordance with the Codes of Practice for Supervision of Borehole Construction. The Supervisor, acting on behalf of the Client, shall be entitled at any time to demand changes in the Work Program as deemed necessary for the proper and expedient performance of the Works, and the Contractor may make changes in the Program only after obtaining prior approval from the Supervisor, which approval shall not be unreasonably withheld.

Mobilization

Prior to mobilization to the site, the representatives of the Drilling Contractor shall, in the company of the Supervisor, visit the beneficiary communities to plan takeover of the sites and to agree on the start-up date of the project.

The contractor shall, with due care and diligence, execute and maintain the works and provide all labour, materials, equipment, transportation, and other facilities necessary to substantially complete the works by the planned completion date, and in accordance with the requirements, documents and the standards defined by it.

The contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of drilling, construction, development and test pumping of the boreholes and pump installation and for the security of the site itself, including the security of all materials stored or used on the site.

Inspection of Materials and Equipment

A due diligence will be conducted where the Drilling Contractor shall present to the Supervisor the list of equipment and samples of materials to be used on the project as well as relevant information, in sufficient time for the client to complete review of samples if they meet recommended local and/or international standards as per this RFB. Each item shall be labelled as to origin and intended use in the works.

All materials used in the course of these works shall be new and proper for their use. No re-usable materials coming from the site shall be used unless permitted by the client. Other materials shall be stored on site until the end of the works.

All materials, equipment and products shall be installed in accordance with the written recommendations of the manufacturer/supplier. All user's certifications and instructions manuals shall be provided to the Client and the Supervisor. The Drilling Contractor is not allowed to start work until the Supervisor has checked and approved the equipment and materials and support technical manuals from Manufacturers/suppliers.

Traffic & Protection of Roads, Properties & Services

The Drilling Contractor shall carry out all work in connection with the contract so as not to interfere unnecessarily or improperly with the convenience of the public and with access to, use and occupation of roads, footpaths, public services, or property not in the contractor's possession.

The Drilling Contractor shall use every reasonable means to prevent damage to roads, bridges, and services, and shall select routes and limit extraordinary traffic to avoid unnecessary damage or injury.

Where necessary to divert or control traffic, the contractor shall, in cooperation with traffic control authorities if required, provide all necessary facilities and resources at his own cost.

The contractor shall be responsible for and shall pay the cost of any strengthening or improvement of routes to the site, to facilitate movement to site of equipment, temporary works, materials, and personnel. This shall apply to all necessary relocation of services.

The above shall also apply to any waterborne traffic required for the works, in so far as it may affect, for example, riparian zones, river beds or any improvements on the same.

The contractor shall bear all costs and charges for special or temporary permits required in connection with access to site.

Drilling Contractor's Personnel, Drilling Equipment and Safety

Personnel

The Drilling Contractor shall submit curriculum vitae (CVs) of qualified and experienced personnel who are capable of executing the work effectively and ensuring both target depth achievement and overall borehole integrity. The Drilling Contractor's project manager shall be a hydrogeologist with at least 10 years of drilling experience who shall be responsible for site operations. At the drill site, the Drilling Contractor shall also provide a hydrogeologist and driller with a diploma and at least 5 years' experience. Changes in personnel during the execution of the contract shall be done subject to the approval of the Supervisor. The Drilling Contractor shall be fully operational, with the right technical expertise, including the hydrogeologist, the drilling crew, pump testing team and well head construction team.

Drilling Unit

The Contractor is required to deploy at least Two (2) drilling rigs for one Lot in order to complete the work within the planned 180 days. The drilling unit shall consist of rigs adequate and equipped with all necessary tools, pumps, air compressors, service vehicles, welding units, etc. to drill at least 700m depth and a minimum 12" diameter. The rig must have sufficient capacity to lower or pull back the specified casings in the drilled boreholes. Each drilling unit shall be fully equipped to successfully construct, develop and test the boreholes as per this specification. The Drilling rigs shall be capable of drilling greater than the specified depths and diameters using any drilling method, and carrying out all subsequent operations required in this specification to complete the boreholes.

The compressor is also capable of undertaking the drilling with DTH or air rotary to the specified depth using combination of Air, Water, Quick-Foam/AQF-2/IDP-486, well development work and any relevant work as required. Mud drilling method is allowed provided that the Contractor furnishes all **Mud measuring equipment (Mud balance, Marsh Funnel,**

pH, Viscometer, Sand Content Measuring Kits, and measurement for hardness of the make-up water and chemicals to adjust). The Contractor **MUST** have sufficient equipment for mud or Drilling Fluid mixing and preparation. For mud method, the Contractor must have sufficient quantity of **Polymers of the PHPA group (EZ-MUD, EZ-MUD PLUS or POLY BORE) or other equally effective drilling Fluids, and these drilling fluids can be used** as ground conditions requires. The Contractor shall have proper mud property testing kit mentioned above at the drilling site and carry out testing during drilling and before adding additional Fluids into the mud pit. The Mud property shall be under the control and approval of the Supervisor. The Contractor shall also provide Calgon (sodium hexametaphosphate) for borehole development to effectively remove clays and mud cakes formed on the well wall during drilling of the wells and chlorinate the well to disinfect it from biogenic organs that may be introduced into the well during drilling. **Except those mentioned above, addition of any other type of materials or product into the mud as well as direct placing of natural clay pellets into the borehole is totally prohibited.** If the Contractor is found placing any materials in any form into the well other than those allowed mentioned above, the Supervisor shall not accept the drilled borehole and the Contractor shall drill other borehole at his own expense for replacement.

The drilling unit shall be equipped with field EC meter, pH meter, thermometer, and drilling fluid additives such as foam, polymer and water. The water discharged during drilling shall be monitored regularly at 2 m depth interval.

Safety Measures and Equipment

The Drilling Contractor shall take all reasonable precautions to prevent any injury to persons or death. These precautions shall include, but not be limited to, providing his employees with safety helmets, hard-toed boots and gloves, protection glasses during welding and ensuring that all tools and equipment are in a safe condition and that his employees adopt safe working methods. The Drilling Contractor shall further ensure that his workers have access to an adequate First Aid Kit.

The Drilling Contractor shall ensure that the site is not accessed by any unauthorized persons. A perimeter barrier must be set up around the drill site to prevent unauthorized access to the drilling site. The Drilling Contractor shall also ensure that children and other onlookers are not allowed to watch any welding, to prevent eye damage.

The client shall not be liable for any damages or compensation as a result of accident or injury to any workers employed by the Drilling Contractor, any sub-contractor, or any unauthorized persons unless such accidents or injury are caused by an act or default of the client or of nominated representatives of the client.

Fuel and Lubricants

The Drilling Contractor shall comply with authorized regulations applicable to the use and storage of diesel, petrol and lubricating oil used at the work site or stored at the base camp and shall ensure that adequate precautions are taken against fire and environmental contamination. No fuel or lubricant must be transported with any item to be installed in the borehole, in particular the gravel pack, the casings, and screens. No leakage of fuel or lubricants that can contaminate surface or groundwater shall be permitted.

Fire Prevention

The contractor shall be responsible for fire prevention on the site where the works are being performed. Firefighting equipment shall be kept on site and under the control of the contractor at all times during the period when works are taking place on the site and during rest breaks. The contractor shall ensure that his employees and subcontractors are properly trained and can

operate the firefighting equipment. All firefighting equipment must be in good working condition. The contractor's employees and sub-contractors shall carry out any operations requiring exposed flame or welding in a careful and safe manner.

Special Tools and Operating Manuals

With each piece of mechanical and electrical equipment or machinery having wearing parts and requiring periodical repair and adjustment, all special tools, wrenches, and accessories required for removing worn parts, adjusting, and carrying out maintenance shall be supplied by the Contractor. All gauges, indicators, and lubricating devices necessary for the proper operation of the equipment shall be furnished by the Contractor.

The Contractor shall furnish all lubricating oils, greases, fuels, spare parts, and power necessary to operate all equipment provided under this Contract.

Liabilities

The Contractor shall be responsible for all damage done to one's property by any of his employees, either willfully or by accident. The Contractor shall also be responsible for the maintenance of order and cleanliness by his employees on and about the site of the works. The Contractor shall take all necessary precautions to prevent the pollution of the site and its vicinity.

All expenses in connection with the maintenance of order, cleanliness, the preservation of property, etc. shall be borne by the Contractor. The Contractor shall also pay all fines, compensation and fee that may be demanded in connection with the provision of this clause.

In case the Contractor fails to comply with the above requirements, the Supervisor shall enforce such measures at Contractor's expenses.

After the completion of the works the Contractor shall clean the drilling site, as directed by the Supervisor from all waste material, pieces of rock, etc. that may be dispersed on the site. The Contractor shall also fill all pits; abandoned borehole and level down all mounds that may have been formed during the performance of works and shall as far as possibly restore the area to its original shape, to the satisfaction of the Supervisor. The cleaning of the site as specified above shall be a condition precedent to acceptance of the borehole, and all expenses in connection therewith shall be borne by the Contractor alone.

Health, Safety and Environment

Care must be taken in the handling and storage of all drilling fluids, oils, greases and fuel on site to avoid any degradation. The Contractor shall dispose of any toxic materials, drilling fluid and other additives, cuttings and discharged water in a manner approved by the Supervisor so as not to create damage to public and private property.

The Contractor will follow code of conduct and Safety Regulations around the drilling site as determined by the Client and present a HS&E plan for approval which includes:

- Commitment to perform the works in line with the EIA/ESIA report and Kenya's Occupational Safety and Health Act (OSHA), 2007.

Table 2: Relevant Health & Safety Measures for Drilling Sites Under OSHA, 2007

Category	Measure	Relevant OSHA Provision
General Duty of Employer	Ensure safety, health, and welfare of all workers at the site.	Section 6(1)
Risk Assessment	Conduct a site-specific hazard and risk assessment before starting drilling operations.	Section 6(2) (a)
Safe Work	Develop and implement safe systems of	Section 6(2) (b–d)

Procedures	work, including emergency procedures.	
Personal Protective Equipment (PPE)	Provide and enforce use of PPE: helmets, gloves, boots, goggles, ear protection, masks.	Section 101
Training and Supervision	Ensure workers are trained in safety procedures and supervised by competent personnel.	Section 9
Machinery Safety	All drilling equipment must be properly maintained, guarded, and operated by trained personnel.	Sections 55–60
Noise Control	Monitor and control exposure to noise from compressors and rigs.	Section 78
Dust and Air Quality	Suppress dust and ensure adequate ventilation to prevent respiratory hazards.	Section 79
Chemical Safety	Proper handling, labeling, and storage of drilling fluids, fuels, and lubricants.	Section 82
Fire Safety	Provide fire extinguishers, train staff in fire response, and maintain clear access routes.	Section 90
First Aid	Maintain a stocked first aid kit and ensure presence of trained first aiders.	Section 74
Sanitation and Welfare	Provide clean drinking water, toilets, and rest areas for workers.	Sections 68–70
Accident Reporting	Report any serious injuries or fatalities to the Directorate of Occupational Safety and Health.	Section 21
Medical Examination	Conduct medical exams for workers exposed to hazardous conditions.	Section 16
Site Inspections	Allow inspections by occupational safety officers and comply with improvement notices.	Sections 35–38

- Description of the competency of Contractor’s staff that they have relevant knowledge, experience, and training on how to perform the job in a safe way.
- List of machines and tools to be used and confirmation that all machines and tools are certified by the manufacturer or local concerned authorities that they are safe to use
- Overview of the history of contractor accident/incident trend and safety performance
- List of all activities, hazards and associated risks and the safety precautions the contractor will put in place to assure the safe execution of the works, such as:
 - Marking the risk zone of the drilling operation site by a yellow strip.
 - Assigning a guard to allow passing of only permitted personnel to drilling operation zone
 - Assuring all visitors wear the necessary protective items when on site
- List of protective equipment (like helmet, safety shoes and cloths, safety shields and guards, gloves, and earplugs) that the Contractor will provide for their staff during site operations and for the Supervisor’s staff and any permitted visitor to the drilling operation site during operation

The Contractor will further:

- Collect all drilling cuttings and other leftover materials and dispose it as instructed by the Supervisor.

- Dispose the water during testing of the borehole to the nearest channel or other location as approved by the Supervisor. The Contractor shall take all precautions to prevent wastewater or pumping test discharges from returning to the borehole or damaging roads, building, etc.
- Keep the working area clean and proper. All rubbish will be collected in dustbins. Polluting the site from fuel and lubricants (gasoline, oil, grease, etc) leakages is not acceptable and the contractor will present a plan how this will be achieved.
- The risk zone of the drilling operation site shall be bounded by yellow strip.
- A guard should be assigned to allow passing only permitted personnel to drilling operation zone.
- No visitor to the drilling operation site should be allowed unless he wears safety gear.
- No child shall be allowed in the vicinity of the construction site.

Site Details

The areas within the Sites of the Works on which the Contractor shall be permitted to do his work, to assemble his equipment and tools, to erect his stores as well as the rights-of-way for access to the said areas mentioned herein will be provided by the community and confirmed by Water Resources Authority afterward, referred as "Client".

The Contractor will prepare access road from existing road nearby to specific well site if required. During the progress and on completion of the works, the Contractor shall clear up and remove from the surface of the ground all temporary buildings and maintain excavated lands to its original condition as instructed by the Supervisor. The Contractor shall fill dug holes and clear drilling material and debris resulting from demolitions, litter, rubbish, cuttings, surplus soil, and drill cuttings which may be left on the ground or in and about the works or land temporarily occupied by the Contractor. After completion of the Works the Contractor shall clean up the entire site and shall leave it in a neat and clean condition to the satisfaction of the Supervisor.

Classification of Formations

Borehole drilling is defined as drilling in all formations, and they are not classified as soft, medium, and hard formation for defining the work executed. The contractor should be able to drill in all formations using different drilling methods (mud drilling, down-the-hole hammer and air rotary, reverse rotary, etc).

The geology of the Merti Aquifer system is strongly influenced by the complex tectonic and depositional history of the Anza Rift. The formation of the Anza Rift created an extensive structural depression that served as a basin for significant sediment accumulation. Palaeogeological processes, including long-term erosion, transport, and deposition, have controlled the lithological composition and hydrogeological characteristics of the basin infill. The rock units in the project area are predominantly of sedimentary origin. The oldest formations are represented by Precambrian meta-sediments, which form the basement complex underlying much of the aquifer system. Overlying these are extensive sequences of sedimentary deposits, including sandstones, limestones, siltstones, and lateritic red sandy soils, reflecting varied depositional environments over geological time. At greater depths, more compact and indurated formations may be encountered, reflecting diagenetic changes and the influence of tectonic loading.

Considerable lateral and vertical variation in thickness, grain size, and lithological characteristics is observed across the aquifer. The central rift axis typically preserves a thicker accumulation of sediments compared to the rift shoulders, indicating more rapid subsidence and deposition of detrital materials. These materials are largely derived from the erosion of older sandstones and limestones that overlie the Precambrian Basement. Such heterogeneity

results in significant variability in aquifer properties, with zones of enhanced porosity and permeability interbedded with low-permeability strata.

Given this variability, drilling operations must be designed to adapt to changing geological conditions. The Contractor is expected to employ suitable drilling techniques as dictated by the formations encountered, ensuring effective penetration and minimal borehole instability. While existing geological and stratigraphic information provides a useful framework, it must be validated and refined through continuous geological and geophysical logging by the Hydrogeologist/Supervisor during drilling

Casings and Screens

The Contractor shall supply casings, screens/slotted casings and other materials as per the specifications in the bill of quantities.

All materials shall be of the best quality throughout and shall comply with this RFB as well as KEBS standards where applicable. All materials to be permanently built-in shall be new and shall be accompanied by Manufacturer's Certificates, stating their compliance with this Specification and the standards mentioned therein and the name of the inspection authority. All casings and screens shall be inspected and approved by the Supervisor prior to installation.

Temporary casings under this specification are defined as temporary units or outer casings, which may be withdrawn when the permanent casing and screen are placed.

Changes of Drilling, Well Design and Construction Methods

Any changes in the technical specifications due to the Contractor's equipment and material or field conditions have to be submitted for approval to the Supervisor or his Representative. However, the Supervisor upon a thorough evaluation of Contractor's equipment, implementation scenario and onsite findings may change or modify order of activities, with no foreseeable damages inflicted on the Client and Contractor side .

WELL DRILLING, DEVELOPMENT AND TESTING

Drilling

The wells to be drilled are located within the Merti Aquifer System in North Eastern Kenya at the specific sites selected located as shown in Table 1. Drilling methods must be interchanged in response to the formations encountered. The decision on the method rests with the Contractor, unless otherwise directed by the Hydrogeologist/ Supervisor.

- The contract price shall be inclusive of all drilling methods employed; no additional payment will be made for method changes.
- The Contractor must demonstrate competence in handling both stable and unstable formations, and in resolving drilling difficulties as they arise.
- Drilling shall cease upon encountering basement rock, unless otherwise directed, but each borehole must reach a minimum depth of 600 m +/- 20%.
- All drilling methods and lithological changes must be fully documented by the Contractor and verified by the Hydrogeologist/Supervisor.
- Any equipment damage or borehole loss arising from poor drilling practices shall not be borne by the Client or Consultant.

Possible drilling methods suitable for the anticipated formations include mud rotary drilling, reverse circulation rotary drilling, and down-the-hole (DTH) hammer drilling with air or water flush. Reverse rotary drilling is preferred over straight-flush drilling, where DTH drilling is not feasible. The choice of drilling method shall depend on the lithological and hydrogeological conditions encountered at each site. The Contractor must be prepared to adapt and change drilling techniques as necessary, in consultation with the Hydrogeologist/Supervisor, to match the formations being penetrated.

For mud and reverse circulation drilling, the Contractor shall be fully equipped with a mud testing kit and shall routinely monitor mud properties throughout drilling. The contractor should use biodegradable drilling fluid additives (polymers) instead of bentonite. If loss of circulation is encountered, the Contractor should use Loss of Circulation Materials (LCM) such as N-Seal to solve the challenge as directed by the Supervisor. No other drilling Fluids other than those specified are permitted. Continuous drilling (24/7) will be enforced to reduce the risk of circulation loss and collapse.

Table 3: Anticipated Formations and Recommended Drilling Methods

Expected Geological Formation Description	Possible Drilling Method
Superficial deposits and highly weathered limestone with intercalations of clay lenses and compact sediment zones	i) Reverse Circulation Rotary (stable & collapsible formations) ii) Polymer Drilling iii) DTH with air/water flush <i>Surface casing required in collapsible zones</i>
Weathered sandstone with intercalations of unconsolidated sediments in some zones	i) Reverse Circulation Rotary ii) DTH with air/water flush iii) Polymer Drilling in collapsible zones <i>Temporary casings may be necessary</i>
Slightly weathered sandstone and compact, stable sediments	i) Reverse Circulation Rotary ii) DTH with air/water flush iii) Polymer Drilling

Well Diameter and Depth

Drilling shall be done with a minimum 12-inch diameter hole through the formations to the final depth. The anticipated terminal depth of the exploratory boreholes is 600m +/- 20%, and

this may vary depending on local hydrogeological conditions. The final depth of each borehole shall be determined by the Supervisor on site. An option to backfill the hole to a desirable depth after drilling is a viable option based on water quality characteristics encountered.

Temporary surface casing shall be installed where unstable or collapsible formations are encountered to ensure borehole stability during drilling.

In the event that the well is dry (non-productive) and subsequently abandoned, all materials remaining on site, including casings, shall remain the property of the Contractor. No payment shall be claimed or made for such materials under any circumstances.

Duration

The work scheduled to be completed within 180 calendar days starting from the date of the commencement of the drilling works.

Sampling and Recording

Cuttings sampling during drilling shall be conducted systematically to ensure that the exploratory objectives of the borehole are met through accurate geological characterization. Cutting from drilling shall be sampled during drilling and handled in a manner selected by the Contractor and approved by the Supervisor. Samples shall be taken at 2 m intervals and wherever there is a change of formation. Proper labelling, preservation, and documentation of the samples shall be mandatory to provide reliable geological records for lithological interpretation and aquifer evaluation.

Drilling rate shall be recorded. Water physio-chemical properties such as T, pH, TDS/EC should be measured and recorded at same meter intervals. In addition, at every two meters intervals of drilling depth, electrical conductivity and temperatures of the pumped-out water (for Mud method) and discharged water for Air method of drilling shall be measured and recorded in a data sheet provided by the Supervisor. The samples shall be placed in sample boxes and labelled.

Prior to the commencement of drilling, the Contractor must ensure that a properly calibrated conductivity meter is available at site, and that the drilling water supply is consistent, sourced from a single point throughout the entire drilling process, to ensure accuracy and comparability of results.

Plumbness and Alignment

Upon completion of drilling or at any other time requested by the Supervisor, the boreholes shall be tested for plumbness and alignment or straightness. Inclino-meters are used to measure and check alignment and it should be checked several times during drilling when drilling deep boreholes. In the absence of inclinometer dummy tests may be used. The dummy should be 12 m long rigid pipe or rod fitted with three cylinders each 1.2 cm smaller from the diameter of the borehole to be checked. Two of the cylinders should be fixed on both ends of the dummy and the third in the middle of the dummy. The dummy should be fixed on cable and lowered into the borehole. If the dummy lowered smoothly the plumbness and alignment can be taken as acceptable. The dummy test should be carried out in boreholes before installation of casings and at any time during drilling of the borehole.

If the borehole is out of alignment as determined by the dummy test or more than 3 % out of vertical, the Contractor shall make the necessary corrections to the approval of the Supervisor without additional payment. If the error cannot be corrected, then the borehole shall not be accepted, and it shall be abandoned and replaced by other new borehole at a position nearby as shall be indicated by the Supervisor. No payment shall be made for the alternative drilling and the sealing of the abandoned borehole or for moving to the alternative point.

Geophysical Logging

After reaching the target depth, geophysical logging shall be undertaken up to a minimum depth of 600 m to ensure that the fundamental objectives of the exploration are fully achieved. Logging activities shall include Calliper, bore fluid temperature and EC, as well as Natural Gamma, LN, SN, SP, to be carried out as directed by the Supervisor depending on site-specific requirements. The primary purpose of this logging is to obtain accurate subsurface data that will enhance the understanding of the lithological sequence, delineate hydrogeological properties of the aquifer materials, and precisely determine suitable screen intervals for borehole completion.

All equipment and instruments intended for geophysical logging must be approved by the Supervisor prior to use. The Contractor shall deploy highly skilled staff capable of performing both the logging operations and the interpretation of results to guarantee reliable outputs that directly support the exploration objectives. Logging shall be done at a constant rate, first downhole and then uphole, according to technical standards.

Upon completion of the operations, the Contractor shall provide the Supervisor with the full set of logs accompanied by detailed interpretation reports. In cases where results are deemed unsatisfactory due to technical errors or poor data quality, the Contractor shall, at their own cost, repeat the measurements until accurate and acceptable outputs are obtained.

Electric (SP, SN and LN resistivity), Gamma and Caliper logging will be conducted after completion of drilling. The obtained electric and Gamma logs result shall be used for locating screen positions.

All equipment and instruments used for electric logging and gamma logging shall be calibrated and approved by the Hydrogeologist. The Contractor shall carry out the required logging by skilled geophysicist both in conducting the measurements and interpretation of the results.

Upon completion of all operations, the Contractor shall provide the Hydrogeologist with the electric logs comprised of SP curve and R curve, Gamma and Caliper logs together with their interpretation. Should the hydrogeologist refuse to accept the results of the logging because of technical faults then the Contractor shall repeat the measurement until satisfactory results are obtained.

The Deliverables and Interpretation of the geophysical logging should meet the following guidelines

Log Presentation: Provision of continuous logs of resistivity vs. depth, typically presented on a logarithmic scale.

Reporting: Submission of a comprehensive report including:

Raw and processed log data.

Qualitative and quantitative interpretation of results (e.g., identification of lithology changes, delineation of water-bearing vs. hydrocarbon zones, estimation of porosity and water saturation, fracture detection).

Correlation with other available data (e.g., geological logs, drilling reports, water quality analyses).

Recommendations for further investigation or well completion, as specified.

Adherence to relevant industry standards and quality management plans for data acquisition and interpretation.

Backfilling

Backfilling with clean gravel shall be undertaken in accordance with the approved borehole design and as directed by the Supervisor. Where brackish or saline aquifers are encountered at greater depths, while overlying or underlying aquifers yield fresh water (as confirmed through on-site EC measurements, geophysical logging and water quality monitoring), the saline

aquifers shall be sealed to protect the quality of the freshwater zones. Clay seals should also be placed between the screen sections to avoid short-cut flows through the annular. This requires the use of rounded clay pellets lowered via a tremie pipe.

Casing and Screen Installation

Upon successful drilling, sampling, and geophysical logging, and where the borehole is confirmed to be productive with acceptable water quality, casing and screen installation shall proceed under the direct supervision of the Supervisor.

The Contractor shall submit the manufacturer's specifications of all casings and screens for approval prior to transporting them to site. All permanent and temporary casings and screens shall be supplied by the Contractor in the full required quantities. Each casing and screen shall be thoroughly inspected for integrity, dimensions, and compliance with specifications before installation.

Surface casings and plain end borehole casings shall be joined by welding using a DC arc welder rated at not less than 250 amperes.

Gravel Pack

The gravel shall consist of round quartz river gravel/medium-course grained sand/inert course quarzitic material for the stabilization of the well. Samples should be approved by the Supervisor prior to packing in the borehole. The gravel size shall be determined by the Supervisor.

The gravel must be sorted by sieving and then washed thoroughly. It should then be mixed with Calgon prior to installation for effective and exhaustive borehole development. The size of the gravel will be determined by the Supervisor, but should be in the range of 1.5-3 mm. To avoid bridging of the gravel, which may lead to severe damages to the casing, screens, it must be filled in slowly and carefully, while vibrating the casings and screens. Temporary surface casings should be pulled out during the process of filling in the gravel as instructed by the Supervisor.

Filling shall proceed slowly and carefully during borehole development. The correct placing of gravel shall be controlled by recording the amount of packed gravel. The final gravel pack level shall be determined by the contractor and confirmed by the Supervisor. The gravel shall consist of round quartz of river gravel of 1.5-3 mm size. Samples should be approved by the Hydrogeologist prior to placing. The gravel must be sorted by sieving and then washed prior to packing. The size of the gravel will be provided by the Hydrogeologist for approval. To avoid bridging of the gravel, which may lead to severe damages to the casing, screens and to the well in general, it must be filled in slowly and carefully by hand (i.e., packing using shovel is not allowed). Temporary surface casings should be pulled out after and during the process of filling in the gravel as instructed by the Hydrogeologist.

Filling will proceed slowly and carefully during well development. The correct placing of gravel will have to be controlled by continuous recording the amount of gravel and the final level shall be determined by the Hydrogeologist. The use of Gamma ray or neutron logs post-packing to identify voids in the gravel pack; or monitoring a rise in surface pumping pressure without increase in rate often signals a bridge.

Well Development

The term well development under this section would mean the work carried out after completion of permanent casing installation and gravel packing and prior to test pumping. The objective of development is to improve well performance, increase well capacity, clear out all

drilling mud cakes from the well and to reduce an unacceptable level of sediment contained in the water yielded by the well. If it is not fully developed shall not be accepted by the Hydrogeologist.

The developing process shall start immediately after gravel packing of the well and will be considered as completed when the borehole produces entirely clear water to the satisfaction of the Hydrogeologist (with sand content less than 0.5% or no more than 5 parts per million of sand size particles by weight). The Contractor should provide sand content measuring kit/equipment having clear labels.

The compressors, air lines, hoses, fittings, etc., shall be of adequate size to pump the well by the air lift method at 2 times the design capacity of the well. The submergence factor, defined as the ratio between the length of the air-introducing pipe below the dynamic water level and the depth of the outlet of the air-introducing pipe, shall be maintained at a value greater than sixty percent (60%).

If any drilling mud is used during drilling of the wells, special chemicals previously mentioned MUST be used to fully clear the filter cake from the wells. Wells must be treated with sodium-polyphosphates (Calgon) during well development to remove mud. Dispersants such as AQUA-CLEAR-PFD or BARAFOS or any equally effective chemicals certified by the Hydrogeologist MUST be used for this purpose. The dispersants shall be premixed with water and dissolved before adding it into the well and the solution need to be agitated in the well. Enough time (at least 12 hours) should be allowed between adding of the dispersants into the well and commencement of development of the well. The materials brought into the well by surging should be cleared out by air. The compressor to be used for development should have sufficient capacity to develop the indicated depth and yield.

Well development by airlifting should be done for at least 8 hours until the borehole is clean and free of sediments.

Pumping Test

The contractor shall furnish a riser pipe, submersible pump and appropriate electric generating set for the pumping test. The pump shall be capable of lifting water from 500 m depth and at a discharge that will be determined by the supervisor depending on observations during drilling. It should also be capable of trotting by valve or speed control to discharge down to a minimum of 20% of its full discharge rate. The pumping test team leader of the Contractor shall be a senior hydrogeologist.

The Contractor shall provide all tools including electric water level indicator and flow measurement equipment. Flow measurement shall be made by means of a standard circular orifice on standard size pipe or by using a weir in combination with timing the filling of a container of known volumes. If the latter method is used, the container shall be large enough so that the time of filling is not less than 30 seconds. Flow measurement by a water meter will not be acceptable.

The water discharged during pumping test should not be allowed to form pools so that the water must not reinfiltrate into the ground in the vicinity of the borehole. The water should be disposed of by means of discharge pipe to a nearby natural drain over a distance of at least 200 m downstream from the borehole being pumped.

Test pumping data shall be recorded on proper sheet of paper in the English language. The data sheet shall be prepared by the Contractor and will be approved by the Supervisor prior to the commencement of the pumping test.

Well Grouting and Sealing

After installation of the surface casing cement shall be pumped between the surface casing and the borehole wall so as to fill the annular space with cement. Adequate time shall be given before drilling resumes. The Contractor shall present to the supervisor the method that shall be applied for grouting the cement.

After pumping test is conducted a 1-meter-thick sand bridge will be placed above the backfill and cement grouting shall be carried out in one continuous operation before initial setting of the cement occurs. The Contractor shall present to the Supervisor for approval the method he intends to employ for grouting. Regardless of the method used, the grout shall be introduced at the bottom of the space to be grouted. The depth of the grouting will be determined by the Supervisor.

Well Head Construction

The borehole will be completed by constructing well head around the casing. A concrete well head with dimensions of about 1.00 x 1.00 m and 0.5 m above and 0.75 m below ground surface shall be constructed. The casing shall be extended (this shall be specified by the Supervisor) above ground level for flood protection and construction of platform. The protruding casing must be sealed with suitable cap well head to prevent any unauthorized interference. Borehole ID and year of construction must be electrically welded on the side of the casing.

Water Quality Test

The Drilling Contractor shall exercise utmost caution to prevent any contamination of the borehole, recognizing that reliable water quality data is a critical component of the exploration objectives. If contamination occurs as a result of the Contractor's action or inaction, the Contractor shall bear full responsibility for disinfection of the borehole and, if required, the construction of a new borehole at their own cost.

To ensure accurate and representative exploration data, the Drilling Contractor shall provide portable on-site test kits and shall measure, at a minimum, the pH, turbidity, conductivity, and temperature of water samples directly at the site. These measurements form part of the immediate exploratory assessment of the aquifer's characteristics.

During pumping tests, the Contractor shall collect water samples in sterile, securely sealed, and clearly labelled containers, following the instructions of the approved laboratory. Samples must be collected directly from the pump flow into the container, without prior settling, and filled to capacity before being sealed. Each label shall indicate the Contractor's name, borehole reference number, date, and time of sampling. Sterile water blanks shall be included to serve as quality control checks on laboratory analysis.

All collected samples shall be stored in a cool box or refrigerator at approximately 5°C until delivery to the approved laboratory within the stipulated time. Where high arsenic or other contaminants of concern are detected, additional samples shall be acidified and submitted for further laboratory analysis. Samples must reach the authorized water testing laboratory within 6 hours of collection, and analyses shall be completed within 24 hours; otherwise, fresh samples shall be taken. All laboratory results must be certified by a qualified chemist.

By ensuring proper sampling, handling, and analysis, this process safeguards the exploration mandate of establishing the hydrogeological and water quality potential of the borehole, thereby generating reliable data before any secondary uses of the borehole are considered.

The Drilling Contractor shall have tests carried out in a laboratory approved by the Client to determine select parameters below:

- | | |
|--|--------------------------|
| ■ Colour | ■ Total coliform count |
| ■ Chloride | ■ pH |
| ■ Nitrate (NO ₃) | ■ Iron (III) |
| ■ Odour | ■ Arsenic |
| ■ Fluoride | ■ Manganese |
| ■ Nitrite (NO ₂) | ■ Magnesium |
| ■ Taste | ■ Total suspended solids |
| ■ Hardness as CaCO ₃ | ■ Total dissolved solids |
| ■ Sulphate | ■ Bicarbonate |
| ■ Turbidity | ■ Sodium |
| ■ Hydrogen sulphide (H ₂ S) | ■ Potassium |
| ■ Faecal coliforms/E.coli | ■ Calcium |
| ■ Electric conductivity (EC) | ■ Silica |
| ■ Iron | ■ Dissolved Oxygen |

- Isotopes (2H, 3H, 13C, 14C, 18O)

- Heavy metals

Water quality test results obtained in-situ and from the laboratory (both chemical and bacteriological) are required from the contractor in the specified format as approved by the Supervisor.

From the results of the water quality analysis, should initial tests highlight microbiological contamination above national standards the Drilling Contractor will be responsible for disinfection of the water point using shock chlorination. If subsequent tests still detect microbiological contamination, appropriate measures should be implemented by the relevant authorities. If tests highlight chemical contamination related to geological conditions (e.g., fluoride or arsenic contamination) beyond national standards, then the Supervisor and the competent authorities will decide on the temporary or definitive closure of the borehole. Where high arsenic is content is detected, the Drilling Contractor may be requested by the Supervisor to collect additional samples which should be acidified and forwarded to the client for subsequent laboratory analysis.

Borehole Disinfection

After drilling and developing, the borehole shall be disinfected to make sure that no bacteria and other pollutants, which may have entered the borehole during drilling, are remaining in the borehole. The Supervisor shall provide the procedure for chlorination of the completed borehole and the concentration of chlorine based on the volume of water in the borehole after completion. The contractor will disinfect the borehole using a chlorine solution to produce a minimum concentration of 200mg/l of active chlorine within the borehole. Surging of the water should be carried out to ensure that the chlorine solution is evenly distributed throughout the borehole. At least 12 hours of contact time shall be allowed. The disinfection shall be undertaken immediately prior to the pump installation so that the disinfecting solution is removed from the borehole during the pump test.

Borehole Capping

Upon successful completion of all works on the boreholes, the borehole will be capped in the presence of the Client and government representatives. Borehole surface casing shall protrude 1 m above ground surface and be temporarily capped and locked, if necessary, with a suitable capping device approved by the Supervisor.

Acceptance of the Borehole

Borehole shall only be accepted by the supervisor upon satisfactory completion of all borehole construction operations as per the technical specifications.

Loss of Equipment

Any equipment lost down a borehole must be removed or the borehole will be considered a lost bore. A replacement borehole will have to be constructed and tested at the Contractor's expense.

Lost Bore

Should any incident to the plant, behaviour of the ground, jamming of tools or casing, or any other cause prevent the satisfactory completion of the works, a borehole shall be deemed lost and no payment shall be made for that bore or for any materials not recovered there from, nor for any time spent during drilling or while attempting to overcome problems.

In the event of a lost bore, the Contractor shall permanently seal the bore and construct a borehole immediately adjacent to the lost bore or at a site indicated by the supervisor. The option of declaring any bore lost shall rest with the Contractor, subject to the approval of the supervisor.

The abandoned borehole shall be treated as follows.

- The Contractor may salvage as much casing from the bore as possible and use it in the alternative borehole with the approval by the supervisor;
- Salvaged materials shall be property of the Contractor;
- The lost bore shall be sealed by concrete, cement grout, or neat cement, and shall be placed from bottom upwards by methods that avoid segregation or dilution of materials, and

- The upper section above the shallowest aquifer shall be backfilled with native topsoil. Sealing of the bore shall be done in such a manner as to avoid accidents and to prevent it from acting as a vertical conduit for transmitting contaminated surface or subsurface waters into the water bearing formations.

Standby Time

For the objectives of the exploratory drilling, the Contractor should not be entitled to claim standby time charges where designs and decisions are being made by the Client and Supervisor.

Recording and Reporting

Daily Record Keeping

Both the Contractor and Supervisor shall maintain detailed daily records of all site activities. These records are primarily intended to ensure the highest level of accuracy and reliability in meeting the exploratory objectives of the drilling program, since the success of the project depends on the quality of data collected. Each party will prepare the records independently, and every worksheet must be signed by both parties. The records, prepared in English for each shift, shall capture the following:

- Site name;
- Borehole reference number;
- Date of reporting;
- Names of drilling staff;
- Type and make of the rig and compressor;
- Drilling method;
- Bore diameter and depth, including diameter changes and their corresponding depths;
- Depth of the bore at the start and end of shift/working day;
- Depth and size of casing at start and end of shift/working day;
- Description of rocks drilled with depths of encounter;
- Depths of water struck levels;
- Depth and thickness of main aquifer;
- Estimated yield of airlift measurement when drilling and developing with air;
- Time log (min/meter), for penetration rates for given type of bit and standby time due to breakdown;
- Depth intervals at which each formation samples are taken;
- Resistivity and gamma logging at each depth (For exploratory drilling)
- Records of components and quantities used or added to the drilling or air;
- Water level at the start of each working day;
- EC and pH measurements at different successive levels down the hole;
- Problems encountered during drilling;
- Details on construction and installation in the borehole (if any);
- Depth and description of borehole plain and screen casings, and
- Details of work to be invoiced at hourly rates (e.g., test pumping).
- Borehole development process: measuring the evolution of the yield versus time (since borehole-development started) and the temporal evolution of the turbidity.

- Details of the test pumping according to the standard formats (step-draw-down test to be carried out with at least 4 steps in line with pump testing Quality Control Guidelines - QGC) present in the daily progress report the characteristic curve and the safe yield described)

While the primary objective of this work is to obtain accurate and comprehensive exploration data, the borehole may subsequently be equipped and adapted for other purposes once this objective has been successfully fulfilled.

Final Reporting

The Contractor will produce a report of the borehole and WRA borehole completion record (BCR) upon completion of the work. A full borehole completion report shall be prepared by the Contractor as per WRA guidelines and submitted within a period specified by the supervisor after completion of the pumping tests. The borehole completion report shall be prepared in the form prescribed by the Supervisor and shall include the following:

- Type of drilling rig used
- Drilling diameter, final total depth, depth of different aquifers
- Description of logging results
- Equipment and instruments used for the pumping test operation
- Data collection sheets of the pumping test and relevant remarks about the data acquisition
- The data and plotted pumping test graphs
- Proposed pump location
- Description about the analytical methods and the relevant calculations and the interpretation of pumping test results.
- A borehole log, showing borehole location, ground surface elevation, measuring point elevation, soil strata, static water level and dimensions of casing, screen, grouting and cap with as built drawing of the borehole design and installation details.
- Results of analysis of water samples as per standard water quality test.
- Submit Test Pumping records and analysis report
- Submit borehole camera inspection report including soft copy of the video.
- Submit Gamma logging and analysis report
- Submit water quality analysis (Insitu, Lab, Isotope reports)
- Submit drilling records as per Code of practice for borehole construction forms.

The final report has to contain remarks on special observations, difficulties encountered, and findings and action taken to resolve the problems. A copy of the Borehole Completion Record shall be made available to, and approved by the Supervisor on completion of the borehole, before being forwarded to the Employer.

Demobilization and Handing Over

On completion of the works at each site, the Drilling Contractor shall remove all of their equipment and materials from the site, cover all settlement pits, seal all abandoned boreholes, and as much as possible restore the site to its original state before construction starts. An inspection of the works shall be carried out by the Supervisor, County Government, and the community representative in the presence of the Drilling Contractor's representative. On being satisfied that the works carried out are in accordance with the contract agreement and technical specifications, and submission of all listed reports, drilling data and borehole completion log to the client and relevant authorities, a substantial completion certificate shall be issued and

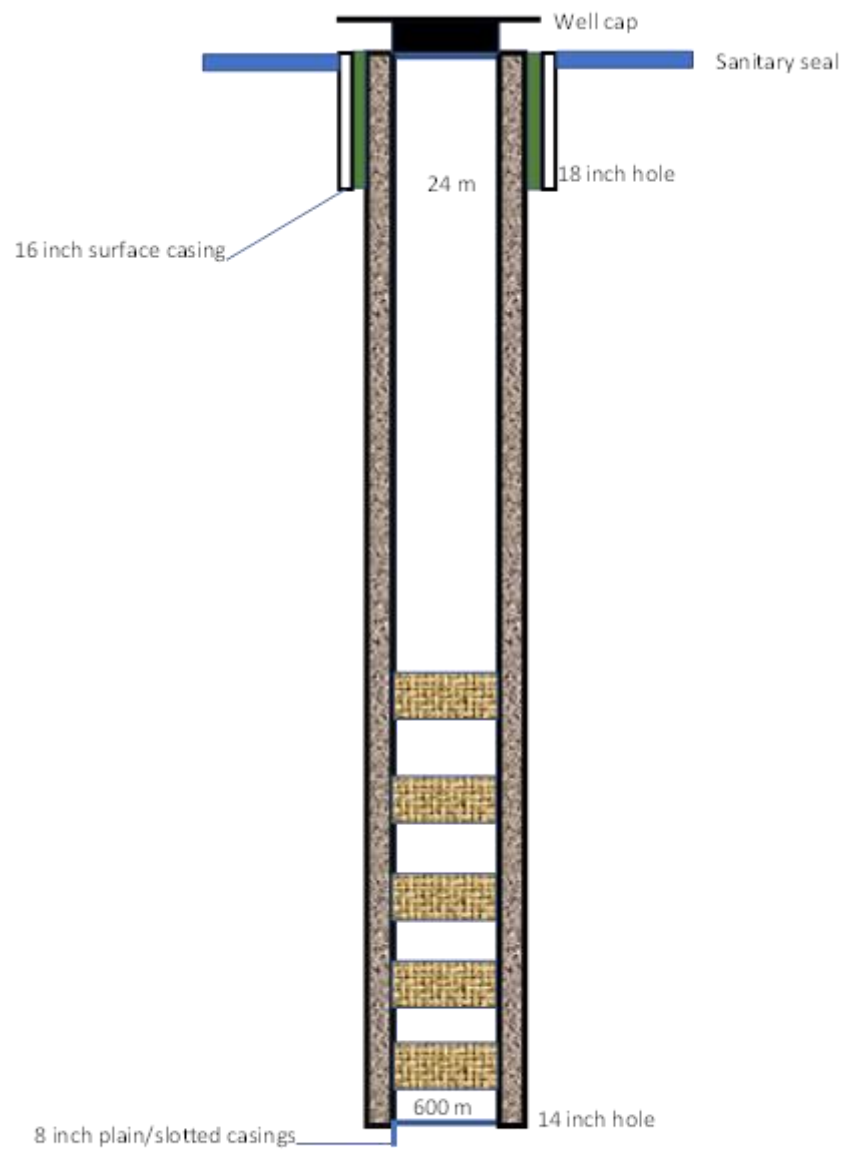
signed by the Supervisor and community representative, and the site handed over to the County Government.

Defects Liability

The Supervisor shall check the contractor's work as appropriate after substantial completion and notify the contractor of any defects that he/she finds. Such checking does not affect the contractor's responsibilities. The client may also instruct the contractor to search for a defect and to uncover and test any work that may be considered as having a defect.

The defects liability period shall be 6 months from the date of handing over to the Client, upon the issuance of the substantial completion certificate. During this period, any defects on the drilling works shall be put right by the Drilling Contractor at his/her own expense. 10% of the total contract sum shall be retained by the client until the defects' liability period is over. The Defects Correction Period is 30 days from the date Contractor receives the notification. Provided that there are no defects, a final completion certificate will be issued at the end of the defects, liability period, and the contractor shall be paid the amount retained. If, however, the Drilling Contractor fails to put right any defects on the works as instructed by the Supervisor or Designated Representative, no final completion certificate will be issued, and the amount retained will be forfeited.

Schematic Borehole designs



BOREHOLE SCHEMATIC

(A) BILL OF QUANTITIES

BILL OF QUANTITIES FOR LOT 2: Wajir

Bill No. 1 DRILLING OF 600M EXPLORATORY BOREHOLE AT HABASWEIN

Item	Description	Unit	Qty	Rate	Total Amount
1	Mobilisation/set-up/camp/water supply/restitution/demobilisation				
a	Mobilise drilling plant/camp and set up /demobilise	LS	1		
b	Providing water for drilling and camp	LS	1		
c	Provision of temporary facilities to be used by the Contractor (Including PPE, sanitation for Male and female, site protection, accommodation, lighting, project and site-specific signage.)	LS	1		
d	Branding	No.	1		
2	DRILLING				-
a	Drilling 457mm (18") diameter hole to accommodate 406mm (16 inch) surface surface casing	M	24		
b	Drilling 356 mm (14") diameter hole from 24 to 600m below the ground	M	576		
3	Supply and installation of casings				-
a	Supply and install 406mm (16") 8mm thickness Mild steel surface casing and grout the casing in place	M	24		
b	Provide for Sealing annular space	LS	-		
c	Supply and install 203mm (8") 8mm thickness Mild steel plain casing	M	400		
d	Supply and install 203mm (8") 8mm thickness Mild steel slotted casing	M	200		
4	Gravel pack				-
a	Supply and insert 2-4mm well rounded gravel pack material (cleaned and sorted)	Tonnes	50		
5	Well Head				
a	Construct well head with cement grout 1mx1mx1m	LS	1		
b	Supply and install tamper proof well cap	LS	1		
6	Borehole logging				
a	Lithological logging	No.	300		

b	Supply Ziplock's, pack drill cuttings, label and submit to WRA.	No.	300		
c	Camera	LS			
d	Gamma ray logging	m	600		
e	Geophysical electrical resistivity logging	m	600		
f	Caliper logging	m	600		
7	Development				-
a	Borehole development	hr	48		
8	Test Pumping and Recovery Measurements				-
a	Installation and removal of test pumping equipment	LS	LS		
b	Step drawdown test (4 steps)	hr	24		
	Constant discharge test	hr	48		
c	test recovery measurements	hr	24		
9	Water quality analysis				-
a	Insitu water quality parameters (EC, Ph, TDS, Temperature, salinity) monitoring during drilling at 5m interval	No.	120		
b	Collect water samples for carrying out full physical - chemical, bacteriological, heavy metals and stable isotope analysis and submit to the laboratory in appropriate sample bottles for analysis	No.	3		
c	carry out full physical-chemical, bacteriological, heavy metals and stable Isotope analysis	LS			
10	Borehole Records				
a	Submit duly filled BCR in WRA 009 form	LS			
b	Submit Test Pumping records and analysis report	LS			
c	Submit borehole camera inspection report including soft copy of the video.	LS			
d	Submit Gamma logging, Caliper logging, geophysical electrical logging and analysis report	LS			
e	Submit water quality analysis (Insitu, Lab, Isotope reports)	LS			
f	Submit drilling records as per Code of practice for borehole construction forms.	LS			
11	Environmental and Social Safeguards				

a	Environmental pollution mitigation	LS	1		
b	Social exploitation awareness	LS	1		
12	Security				
a	Security at site				
b	Transit security				
	TOTAL COST				
	10% Contingencies				
	Grand Total				

Bill No.2 DRILLING OF 600M EXPLORATORY BOREHOLE AT HADADO

Item	Description	Unit	Qty	Rate	Total Amount
1	Mobilisation/set-up/camp/water supply/restitution/demobilisation				
a	Mobilise drilling plant/camp and set up /demobilise	LS	1		
b	Providing water for drilling and camp	LS	1		
c	Provision of temporary facilities to be used by the Contractor (Including PPE, sanitation for Male and female, site protection, accommodation, lighting, project and site-specific signage.)	LS	1		
d	Branding	No.	1		
2	DRILLING				-
a	Drilling 457mm (18") diameter hole to accommodate 406mm (16 inch) surface casing	M	24		
b	Drilling 356 mm (14") diameter hole from 24 to 600m below the ground	M	576		
3	Supply and installation of casings				-
a	Supply and install 406mm (16") 8mm thickness Mild steel surface casing and grout the casing in place	M	24		
b	Provide for Sealing annular space	LS	-		
c	Supply and install 203mm (8") 8mm thickness Mild steel plain casing	M	400		
d	Supply and install 203mm (8") 8mm thickness Mild steel slotted casing	M	200		
4	Gravel pack				-
a	Supply and insert 2-4mm well rounded gravel pack material (cleaned and sorted)	Tonnes	50		
5	Well Head				

a	Construct well head with cement grout 1mx1mx1m	LS	1		
b	Supply and install tamper proof well cap	LS	1		
6	Borehole logging				
a	Lithological logging	No.	300		
b	Supply Ziplock's, pack drill cuttings, label and submit to WRA.	No.	300		
c	Camera	LS			
d	Gamma ray logging	m	600		
e	Geophysical electrical resistivity logging	m	600		
f	Caliper logging	m	600		
7	Development				-
a	Borehole development	hr	48		
8	Test Pumping and Recovery Measurements				-
a	Installation and removal of test pumping equipment	LS	LS		
b	Step drawdown test (4 steps)	hr	24		
	Constant discharge test	hr	48		
c	test recovery measurements	hr	24		
9	Water quality analysis				-
a	Insitu water quality parameters (EC, Ph, TDS, Temperature, salinity) monitoring during drilling at 5m interval	No.	120		
b	Collect water samples for carrying out full physical - chemical, bacteriological, heavy metals and stable isotope analysis and submit to the laboratory in appropriate sample bottles for analysis	No.	3		
c	carry out full physical-chemical, bacteriological, heavy metals and stable Isotope analysis	LS			
10	Borehole Records				
a	Submit duly filled BCR in WRA 009 form	LS			
b	Submit Test Pumping records and analysis report	LS			
c	Submit borehole camera inspection report including soft copy of the video.	LS			
d	Submit Gamma logging, Caliper logging, geophysical electrical logging and analysis report	LS			

e	Submit water quality analysis (Insitu, Lab, Isotope reports)	LS			
f	Submit drilling records as per Code of practice for borehole construction forms.	LS			
11	Environmental and Social Safeguards				
a	Environmental pollution mitigation	LS	1		
b	Social exploitation awareness	LS	1		
12	Security				
a	Security at site				
b	Transit security				
	TOTAL COST				
	10% Contingencies				
	Grand Total				

Bill No.3 DRILLING OF 600M EXPLORATORY BOREHOLE AT GARSE QOFTU

Item	Description	Unit	Qty	Rate	Total Amount
1	Mobilisation/set-up/camp/water supply/restitution/demobilisation				
a	Mobilise drilling plant/camp and set up /demobilise	LS	1		
b	Providing water for drilling and camp	LS	1		
c	Provision of temporary facilities to be used by the Contractor (Including PPE, sanitation for Male and female, site protection, accommodation, lighting, project and site-specific signage.)	LS	1		
d	Branding	No.	1		
2	DRILLING				-
a	Drilling 457mm (18") diameter hole to accommodate 406mm (16 inch) surface surface casing	M	24		
b	Drilling 356 mm (14") diameter hole from 24 to 600m below the ground	M	576		
3	Supply and installation of casings				-
a	Supply and install 406mm (16") 8mm thickness Mild steel surface casing and grout the casing in place	M	24		
b	Provide for Sealing annular space	LS	-		
c	Supply and install 203mm (8") 8mm thickness Mild steel plain casing	M	400		

d	Supply and install 203mm (8") 8mm thickness Mild steel slotted casing	M	200		
4	Gravel pack				-
a	Supply and insert 2-4mm well rounded gravel pack material (cleaned and sorted)	Tonnes	50		
5	Well Head				
a	Construct well head with cement grout 1mx1mx1m	LS	1		
b	Supply and install tamper proof well cap	LS	1		
6	Borehole logging				
a	Lithological logging	No.	300		
b	Supply Ziplock's, pack drill cuttings, label and submit to WRA.	No.	300		
c	Camera	LS			
d	Gamma ray logging	m	600		
e	Geophysical electrical resistivity logging	m	600		
f	Caliper logging	m	600		
7	Development				-
a	Borehole development	hr	48		
8	Test Pumping and Recovery Measurements				-
a	Installation and removal of test pumping equipment	LS	LS		
b	Step drawdown test (4 steps)	hr	24		
	Constant discharge test	hr	48		
c	test recovery measurements	hr	24		
9	Water quality analysis				-
a	Insitu water quality parameters (EC, Ph, TDS, Temperature, salinity) monitoring during drilling at 5m interval	No.	120		
b	Collect water samples for carrying out full physical - chemical, bacteriological, heavy metals and stable isotope analysis and submit to the laboratory in appropriate sample bottles for analysis	No.	3		
c	carry out full physical-chemical, bacteriological, heavy metals and stable Isotope analysis	LS			
10	Borehole Records				
a	Submit duly filled BCR in WRA 009 form	LS			

b	Submit Test Pumping records and analysis report	LS			
c	Submit borehole camera inspection report including soft copy of the video.	LS			
d	Submit Gamma logging, Caliper logging, geophysical electrical logging and analysis report	LS			
e	Submit water quality analysis (Insitu, Lab, Isotope reports)	LS			
f	Submit drilling records as per Code of practice for borehole construction forms.	LS			
11	Environmental and Social Safeguards				
a	Environmental pollution mitigation	LS	1		
b	Social exploitation awareness	LS	1		
12	Security				
a	Security at site				
b	Transit security				
	TOTAL COST				
	10% Contingencies				
	Grand Total				

Bill No.4 DRILLING OF 600M EXPLORATORY BOREHOLE AT ARABLO

Item	Description	Unit	Qty	Rate	Total Amount
1	Mobilisation/set-up/camp/water supply/restitution/demobilisation				
a	Mobilise drilling plant/camp and set up /demobilise	LS	1		
b	Providing water for drilling and camp	LS	1		
c	Provision of temporary facilities to be used by the Contractor (Including PPE, sanitation for Male and female, site protection, accommodation, lighting, project and site-specific signage.)	LS	1		
d	Branding	No.	1		
2	DRILLING				-
a	Drilling 457mm (18") diameter hole to accommodate 406mm (16 inch) surface surface casing	M	24		
b	Drilling 356 mm (14") diameter hole from 24 to 600m below the ground	M	576		

3	Supply and installation of casings				-
a	Supply and install 406mm (16") 8mm thickness Mild steel surface casing and grout the casing in place	M	24		
b	Provide for Sealing annular space	LS	-		
c	Supply and install 203mm (8") 8mm thickness Mild steel plain casing	M	400		
d	Supply and install 203mm (8") 8mm thickness Mild steel slotted casing	M	200		
4	Gravel pack				-
a	Supply and insert 2-4mm well rounded gravel pack material (cleaned and sorted)	Tonnes	50		
5	Well Head				
a	Construct well head with cement grout 1mx1mx1m	LS	1		
b	Supply and install tamper proof well cap	LS	1		
6	Borehole logging				
a	Lithological logging	No.	300		
b	Supply Ziplock's, pack drill cuttings, label and submit to WRA.	No.	300		
c	Camera	LS			
d	Gamma ray logging	m	600		
e	Geophysical electrical resistivity logging	m	600		
f	Caliper logging	m	600		
7	Development				-
a	Borehole development	hr	48		
8	Test Pumping and Recovery Measurements				-
a	Installation and removal of test pumping equipment	LS	LS		
b	Step drawdown test (4 steps)	hr	24		
	Constant discharge test	hr	48		
c	test recovery measurements	hr	24		
9	Water quality analysis				-
a	Insitu water quality parameters (EC, Ph, TDS, Temperature, salinity) monitoring during drilling at 5m interval	No.	120		

b	Collect water samples for carrying out full physical - chemical, bacteriological, heavy metals and stable isotope analysis and submit to the laboratory in appropriate sample bottles for analysis	No.	3		
c	carry out full physical-chemical, bacteriological, heavy metals and stable Isotope analysis	LS			
10	Borehole Records				
a	Submit duly filled BCR in WRA 009 form	LS			
b	Submit Test Pumping records and analysis report	LS			
c	Submit borehole camera inspection report including soft copy of the video.	LS			
d	Submit Gamma logging, Caliper logging, geophysical electrical logging and analysis report	LS			
e	Submit water quality analysis (Insitu, Lab, Isotope reports)	LS			
f	Submit drilling records as per Code of practice for borehole construction forms.	LS			
11	Environmental and Social Safeguards				
a	Environmental pollution mitigation	LS	1		
b	Social exploitation awareness	LS	1		
12	Security				
a	Security at site				
b	Transit security				
	TOTAL COST				
	10% Contingencies				
	Grand Total				

Bill No.5 DRILLING OF 600M EXPLORATORY BOREHOLE AT UTHOLE

Item	Description	Unit	Qty	Rate	Total Amount
1	Mobilisation/set-up/camp/water supply/restitution/demobilisation				
a	Mobilise drilling plant/camp and set up /demobilise	LS	1		
b	Providing water for drilling and camp	LS	1		

c	Provision of temporary facilities to be used by the Contractor (Including PPE, sanitation for Male and female, site protection, accommodation, lighting, project and site-specific signage.)	LS	1		
d	Branding	No.	1		
2	DRILLING				-
a	Drilling 457mm (18") diameter hole to accommodate 406mm (16 inch) surface surface casing	M	24		
b	Drilling 356 mm (14") diameter hole from 24 to 600m below the ground	M	576		
3	Supply and installation of casings				-
a	Supply and install 406mm (16") 8mm thickness Mild steel surface casing and grout the casing in place	M	24		
b	Provide for Sealing annular space	LS	-		
c	Supply and install 203mm (8") 8mm thickness Mild steel plain casing	M	400		
d	Supply and install 203mm (8") 8mm thickness Mild steel slotted casing	M	200		
4	Gravel pack				-
a	Supply and insert 2-4mm well rounded gravel pack material (cleaned and sorted)	Tonnes	50		
5	Well Head				
a	Construct well head with cement grout 1mx1mx1m	LS	1		
b	Supply and install tamper proof well cap	LS	1		
6	Borehole logging				
a	Lithological logging	No.	300		
b	Supply Ziplock's, pack drill cuttings, label and submit to WRA.	No.	300		
c	Camera	LS			
d	Gamma ray logging	m	600		
e	Geophysical electrical resistivity logging	m	600		
f	Caliper logging	m	600		
7	Development				-
a	Borehole development	hr	48		
8	Test Pumping and Recovery Measurements				-
a	Installation and removal of test pumping equipment	LS	LS		

b	Step drawdown test (4 steps)	hr	24		
	Constant discharge test	hr	48		
c	test recovery measurements	hr	24		
9	Water quality analysis				-
a	Insitu water quality parameters (EC, Ph, TDS, Temperature, salinity) monitoring during drilling at 5m interval	No.	120		
b	Collect water samples for carrying out full physical - chemical, bacteriological, heavy metals and stable isotope analysis and submit to the laboratory in appropriate sample bottles for analysis	No.	3		
c	carry out full physical-chemical, bacteriological, heavy metals and stable Isotope analysis	LS			
10	Borehole Records				
a	Submit duly filled BCR in WRA 009 form	LS			
b	Submit Test Pumping records and analysis report	LS			
c	Submit borehole camera inspection report including soft copy of the video.	LS			
d	Submit Gamma logging, Caliper logging, geophysical electrical logging and analysis report	LS			
e	Submit water quality analysis (Insitu, Lab, Isotope reports)	LS			
f	Submit drilling records as per Code of practice for borehole construction forms.	LS			
11	Environmental and Social Safeguards				
a	Environmental pollution mitigation	LS	1		
b	Social exploitation awareness	LS	1		
12	Security				
a	Security at site				
b	Transit security				
	TOTAL COST				
	10% Contingencies				
	Grand Total				

BILL SUMMARY	
BILL No.	AMOUNT IN Kshs.
Bill 1: Exploratory Borehole No. 1- Habaswein	
Bill 2: Exploratory Borehole No. 2- Hadalo	
Bill 3: Exploratory Borehole No. 3- Gorse Qoftu	
Bill 4: Exploratory Borehole No. 4 – Arablo	
Bill 5: Exploratory Borehole No. 5 – Uthole	
Grand Total Lot-1 Garissa Bid	
VAT 16%	
GRAND TOTAL INCLUDING VAT	

Environmental and Social Requirements

The following is a non-exhaustive list of Sub-Clauses of the Conditions of Contract that make reference to ES matters stated in the Specification.

<i>Sub- Clause/Clause No.</i>	<i>Sub-Clause/Clause</i>	<i>Remarks</i>
8.2	<i>Other Contractors</i>	<i>Indicate specific aspects (if any) that require contractor's cooperation such as to conduct environmental and social assessment.</i>
9.4.1, 9.4.2, 9.4.7, 9.4.8	<i>labor</i>	<i>State applicable requirements in accordance with the labor management procedure.</i>
9.4.6	<i>Facilities for Staff and Labor</i>	<i>-Indicate if access to or provision of services that accommodate physical, social and cultural needs of Contractor's Personnel is required.</i>
9.4.20	<i>Training of Contractor's Personnel</i>	<i>As set out in the ESCP, specify, , details of any training to relevant Contractor's Personnel to be provided by the Employer's Personnel on environmental and social aspects. (whom, what, when, where, how long etc.)</i>
15.2	<i>Contractor to Construct the Works</i>	<i>If the Contract specifies that the Contractor shall design any part of the Permanent Works, state any applicable technical standards and requirements including to address:</i> <i>• climate change considerations,</i> <i>• universal access,</i> <i>• risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events, applicable certification or approval requirements</i> <i>[Refer to ESS4 on requirements for design]</i>
18.2	<i>Health and Safety Obligations</i>	<i>Indicate any additional requirements for the health and safety manual</i>

<i>Sub-Clause/Clause No.</i>	<i>Sub-Clause/Clause</i>	<i>Remarks</i>
18.3	<i>Protection of the Environment</i>	<i>Specify any values for emissions, surface discharges, effluent and any other pollutants from the Contractor's activities that shall not be exceeded.</i>
19.1	<i>Archeological and Geological Findings</i>	<i>Specify other requirements if any in accordance with the ESF – ESS8</i>
29.1	<i>Security of the Site</i>	<i>State any additional requirements for the security arrangements (ESS4 of the ESF states the principles of proportionality, GIIP and applicable laws.) Include any other requirement set out in the ESCP.</i>

Management and Safety of Hazardous Materials

As applicable, specify requirements for the management and safety of hazardous materials (see ESF - ESS4 para. 17 and 18 and relevant guidance notes).

Resource Efficiency and Pollution Prevention and Management

As applicable specify Resource Efficiency and Pollution Prevention and Management measures (see ESF -ESS3 and relevant guidance notes).

- **Resource efficiency**

The Employer shall specify, as applicable, measures for improving efficient consumption of energy, water and raw materials, as well as other resources.

- **Energy:** *When the Works have been assessed to involve a potentially significant use of energy, specify any applicable measures to optimize energy usage.*
- **Water:** *When the Works have been assessed to involve a potentially significant use of water or will have potentially significant impacts on water quality, specify any applicable measures that avoid or minimize water usage so that the Works' water use does not have significant adverse impacts on communities, other users and the environment.*
- **Raw material:** *When the Works have been assessed to involve a potentially significant use of raw materials, specify any applicable measures to support efficient use of raw materials.*
- **Pollution prevention and management**
- **Management of air pollution:** *specify any measure to avoid or minimize Works related air pollution. See also GCC Sub-Clause 18.3 and the table above on Conditions of Contract that make reference to ES matters in the Specification.*

- **Management of hazardous and nonhazardous wastes:** specify any applicable measures to minimize the generation of waste, and reuse, recycle and recover waste in a manner that is safe for human health and the environment including storage, transportation and disposal of hazardous wastes. See also GCC Sub-Clauses 18.2 and 18.3 and the table above on Conditions of Contract that make reference to ES matters in the Specification.
- **Management of chemicals and hazardous materials:** specify any applicable measures to minimize and control the release and use of hazardous materials for Works activities including the production, transportation, handling, and storage of the materials. See also GCC Sub-Clauses 18.2 and 18.3 and the table above on Conditions of Contract that make reference to ES matters in the Specification.
- Biodiversity Conservation and Sustainable Management of Living Natural Resources

The Employer shall specify, as applicable, Biodiversity Conservation and Sustainable Management of Living Natural Resources (see ESF - ESS6 and relevant guidance notes). This includes, as applicable:

- *invasive alien species: managing the risk of invasive alien species during the execution of the Works;*
- *sustainable management of living natural resources; and*
- *certification and verification requirements for the supply of natural resource materials where there is a risk of significant conversion or significant degradation of natural or critical habitats.*

See also GCC Sub-Clause 18.3 and the table above on Conditions of Contract that make reference to ES matters in the Specification.

- *Road Safety*
 - *State any specific traffic and road safety requirement, as applicable. See also Sub-Clause 9.3 of the General Conditions of Contract. For details, refer to the Guidance Note on Road safety.*

Key Environmental and Social Risk Management (ESRM) Guidelines

Among others, the following major ESRM guidelines for Horn of Africa- Groundwater for Resilience Project.

a) Restriction of Child Labor

Implementation of Labor Management in the HoA-GW4RP depends on **the Kenyan Labor Laws and the World Bank's ESS2.**

In accordance to ESS2, due to the hazardous nature or the project work involving the use of hazardous materials and the Kenyan Laws defines that young workers should not be involved in any work that endangers their lives or health. Hence, given the hazardous nature of the project work (mainly Component 2 of HoA- GW4RP), **the project will**

not recruit any labor under 18 years of age. It is to be noted that this regulation applies for all categories of labor including direct workers, contracted workers, community workers and primary supply workers.

In order to avoid the use of child labor, every contractor has to undertake ‘**Documentation and Verification of Age**’ before recruitment and deployment of any labor for a physical works of drilling activities. Age verification could be done by looking at different reliable documents like an official Birth Certificate, Personal Identification Card, Passport, and the like.

b) Occupational Health and Safety (OHS):

Pursuant to the terms and conditions of WB standard procurement documents, contractors shall manage all drilling sites in such a way that the workers and the community are properly protected against possible OHS risks. Key elements of OHS measures should include:

- (a) Identification of potential hazards to workers;
- (b) Evaluating risks and development of an OHS plan;
- (c) Defining roles and responsibilities;
- (d) Training of workers and maintenance of training records;
- (e) Performance monitoring;
- (f) Documentation and reporting of occupational accidents and incidents including remedies for occupational injuries and fatalities;
- (g) Preparation of emergency preparedness plan;
- (h) Audit, review, and update of the OHS plan.
- (i) Contractors must assign a minimum of one person responsible for Health and Safety in every work site to ensure the day-to-day compliance with specified health and safety measures and records of any incidents.
- (j) Minor incidents and near misses will be reported to the federal level implementing agencies (through the social development specialists) on a monthly basis,
- (k) Incidents indicated in Appendix 1 (Incident Types) of the WB Environmental and Social Incident Response Toolkit (ESIRT) should be reported to the WB immediately and not **later than 48hrs.**
- (l) All reportable incidents will be reflected in the quarterly reports to the World Bank, while serious and severe accidents/deaths should be **flagged to the World Bank within 48hrs.**

c) Management and Prevention of Sexual Harassment(SH), Gender-Based Violence (GBV) and Sexual Exploitation and Abuse (SEA)

Addressing gender-based violence, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH) more generally in the context of its development work is a priority for the World Bank. The Bank continues to take concerted measures to strengthen its approach to management and prevention of SEA-SH risks.

The Contractor shall appoint a competent Sociologist. The Sociologist shall be given sufficient time by the Contractor to carry out his/her duties;

The appointment of the Sociologist shall be in writing and copied to the Project Manager. The appointment shall include specific instructions to enforce these Specifications and delegated authority to take any action, measure or to issue instruction regarding their enforcement. All persons on Site

shall be made aware of the name and authority of the Sociologist and instructed to comply with any instruction or direction in social safeguards matters, verbal or in writing issued by the Sociologist.

The Sociologist shall be accessible and available at all times including normal working hours.

The Sociologist shall have the following qualifications:

- Have at least 4 years of experience working as a Sociologist
- Shall have a First Degree in a relevant field and a Course in Sociology
- Proof of Fluency in Written and Spoken English
- Must have experience on three implementation of similar projects
- Must have experience in handling Sexual Harassment (SH), Gender-Based Violence (GBV), and Sexual Exploitation and Abuse (SEA)

The contractor shall develop and enforce a Code of Conduct (CoC) signed by all workers, to address SH, GBV, and SEA.

The contractor shall provide mandatory training and awareness sessions for all staff on acceptable behavior, GBV/SEA/SH prevention, and sanctions for violations.

Establish confidential and survivor-centered grievance redress mechanisms with referral pathways to local service providers.

Ensure disciplinary measures for any breach of the CoC, including possible termination of employment. Prohibit sexual relationships between project staff and community members where an imbalance of power exists.

The Contractor shall integrate GBV and SEA/SH mitigation into their CESMP.

The contractor shall undertake community engagement and in the Project-area and inform the affected communities about GBV and SEA/SH risks and project activities.

The contractor shall provide separate facilities for women and men, as well as GBV-free zone signage, are often required

ENVIRONMENTAL GUIDELINES FOR DRILLING CONTRACTORS

(**Note** – This guideline shall be further developed and updated to include measures recommended in this ESMF, sub-projects ESMP, and the WB standard ES conditions of contract prior to sub-projects implementation. ESHS clauses shall be included in sub- projects procurement and contract documents.)

General: Applicability of these Environmental Guidelines and ESMP

These general environmental guidelines apply to any work to be undertaken under the HoA- GW4RP. For certain work sites entailing specific environmental and/or social issues, a specific Environmental and Social Impact Assessment, including an Environmental and Social Management Plan (ESMP), has been prepared to address the above-mentioned specific issues. In addition to these general Environmental Guidelines, the Contractor shall therefore comply with any specific ESMP for the works he is responsible for. The Contractor shall be informed by the Client about such an ESMP for certain work sites and prepare his work strategy and plan to fully take into account relevant provisions of that ESMP. If the Contractor fails to implement the approved ESMP after **written** instruction by

the works supervisor to fulfill his obligation within the requested time, the Client reserves the right to arrange for execution of the missing action by a third party on account of the Contractor.

Notwithstanding the Contractor's obligation under the above clause, the Contractor shall implement all measures necessary to avoid undesirable adverse environmental and social impacts wherever possible, restore work sites to acceptable standards, and abide by any environmental performance requirements specified in an ESMP where such an ESMP applies.

These Environmental Guidelines, as well as any specific ESMP, apply to the Contractor. They also apply to any sub-contractors present on Program work sites at the request of the Contractor with permission from the Client.

General Environmental Protection Measures

In general, environmental protection measures to be taken at any work site shall include but not be limited to:

- Minimize the effect of dust on the environment resulting from earth mixing sites; vibrating equipment, drilling related traffic on temporary or existing access roads, etc. to ensure safety, health and the protection of workers and communities living in the vicinity of work sites and access roads.
- Ensure that noise levels emanating from machinery, vehicles and noisy drilling activities (e.g. excavation, blasting) comply with Kenyan standards and are generally kept at a minimum for the safety, health and protection of workers within the vicinity of high noise levels and nearby communities.
- Ensure that existing water flow regimes in rivers, streams and other natural or irrigation channels are maintained and/or re-established where they are disrupted due to works being carried out.
- Prevent any drilling-generated substance, oils, lubricants and waste water used or produced during the execution of works, from entering into rivers, streams, irrigation channels and other natural water bodies/reservoirs.
- Avoid or minimize the occurrence of standing water in holes, trenches, borrow areas, etc.
- Prevent and minimize the impacts of quarrying, earth borrowing, piling and building of temporary drilling camps and access roads on the biophysical environment including protected areas and arable lands, local communities and their settlements. Restore/rehabilitate all sites to acceptable standards.
- Upon discovery of graves, cemeteries, cultural sites of any kind, including ancient heritage, relics or anything that might or believed to be of archeological or historical importance during the execution of works, immediately report such findings to the Client so that the Ministry in charge of Culture may be expeditiously contacted for fulfillment of the measures aimed at protecting such historical or archaeological resources.
- Prohibit drilling workers from engaging in the exploitation of natural resources such as

hunting, fishing, and collection of forest products or any other activity that might have a negative impact on the social and economic welfare of the local communities. Prohibit explicitly the transport of any bush meat in Contractor's vehicles.

- Prohibit the transport of firearms in Program-related vehicles.
- Prohibit the transport of third parties in Program-related vehicles.
- Implement soil erosion control measures in order to avoid surface run off and prevent siltation, etc.
- Ensure that garbage, sanitation and drinking water facilities are provided in drilling workers camps.
- Ensure that, in as much as possible, local materials are used to avoid importation of foreign material and long-distance transportation.
- Ensure public safety and meet Kenyan traffic safety requirements for the operation of work to avoid accidents.
- Ensure that any trench, pit, excavation, hole or other hazardous feature is appropriately demarcated and signposted to prevent third-party intrusion and any safety hazard to third parties.
- Comply with Kenyan speed limits, and for any traffic related with drilling at the project sites, comply with the following speed limits unless Kenyan speed limits are lower:
- Ensure that, where unskilled daily-hired workforce is necessary, such workers are hired from neighboring communities.
- Generally, comply with any requirements of Kenyan law and regulations.

Besides the regular inspection of the sites by the supervisor appointed by the Client for adherence to the Contract conditions and specifications, the Client may appoint an environmental inspector to oversee the compliance with these environmental conditions and any proposed mitigation measures. National or county authorities may carry out similar inspection duties. In all cases, as directed by the Client's supervisor, the Contractor shall comply with directives from such inspectors.

Pipelines

No trench shall be left open for more than 7 days, unless duly authorized by the supervisor upon Contractor's request. Trenches and other excavation works shall be demarcated and/or signposted to avoid third party intrusion. General conditions related with topsoil stripping, storage and restoration apply. The Contractor will take measures to dispose of water used for pressure tests in a manner that does not affect neighboring settlements.

Waste Management

All drums, containers, bags, etc. containing oil/fuel/surfacing materials and other hazardous chemicals shall be stored at drilling sites on a sealed and/or bonded area in order to contain potential spillage. All waste containers, litter and any other waste generated during the drilling shall be collected and disposed of at designated disposal sites in line with applicable Kenyan government waste management regulations.

All drainage and effluent from storage areas, workshops, housing quarters and generally from camp sites shall be captured and treated before being discharged into the drainage system in line with applicable government water pollution control regulations. Used oil from maintenance shall be collected, properly stored in sealed containers, and either disposed of appropriately at designated sites or be re-cycled.

Entry of runoff into drilling sites, staging areas, camp sites, shall be restricted by constructing diversion channels or holding structures such as berms, drains, dams, etc. to reduce the potential of soil erosion and water pollution. Drilling waste shall not be left in stockpiles along the road but removed and reused or disposed of on a daily basis.

Where temporary dump sites for clean excavated material are necessary, they shall be located in areas, approved by the Client's supervisor, where they will not result in supplemental erosion. Any compensation related with the use of such sites shall be settled prior to their use.

Areas for temporary storage of hazardous materials such as contaminated liquid and solid materials shall be approved by the supervisor and appropriate local and/or relevant national or local authorities before the commencement of work. Disposal of such waste shall be in existing, approved sites.

Vegetation clearing shall be restricted to the area required for safe operation of drilling work. Vegetation clearing shall not be done more than two months in advance of operations.

Stockpile areas shall be located in areas where trees or other natural obstacles can act as buffers to prevent dust pollution, and generally at a distance from human settlements. Wind shall be taken into consideration when siting stockpile areas. Perimeter drains shall be built around stockpile areas.

The Contractor shall deposit any excess material in accordance with the principles of these guidelines, and any applicable ESMP, in areas approved by local authorities and/or the supervisor.

Rehabilitation of Work and Camp Sites

Topsoil shall be stripped, removed and stored for subsequent rehabilitation. Soils shall not be stripped when they are wet. Topsoil shall not be stored in large or high heaps. Low mounds of no more than 1 to 2m high are recommended.

Generally, rehabilitation of work and camp sites shall follow the following principles:

- To the extent practicable, reinstate natural drainage patterns where they have been altered or impaired.
- Remove toxic materials and dispose of them in designated sites. Backfill excavated areas with soils or overburden that is free of foreign material that could pollute groundwater and soil.
- Ensure reshaped land is formed so as to be stable, adequately drained and suitable for the desired long-term land use and allow natural regeneration of vegetation.

- Minimize erosion by wind and water both during and after the process of reinstatement.
- Compacted surfaces shall be deep ripped to relieve compaction unless subsurface conditions dictate otherwise.

Management of Water Needed for Drilling Purposes

The Contractor shall at all costs avoid conflicting with water needs of local communities. To this effect, any temporary water abstraction for drilling needs from either ground or surface water shall be submitted to the following community consultation process:

- Identification of water uses that may be affected by the planned water abstraction,
- Consultation with all identified groups of users about the planned water abstraction,
- In the event that a potential conflict is identified, report to the supervising authority.

This consultation process shall be documented by the Contractor (minutes of meeting) for review and eventual authorization of the water withdrawal by the Client's supervisor.

Abstraction of both surface and underground water shall only be done with the consultation of the local community as mentioned and after obtaining a permit from the relevant authority.

Abstraction of water from wetlands is prohibited.

Temporary damming of streams and rivers is submitted to approval by the supervisor. It shall be done in such a way as to avoid disrupting water supplies to communities downstream, and to maintain the ecological balance of the river system.

No drilling water containing spoils or site effluent, especially cement and oil, shall be allowed to flow into natural water drainage courses. Similarly, wash water from washing out of equipment shall not be discharged into water courses or road drains. Washing bays shall be sited accordingly. Unless site conditions are not favorable, it will generally be infiltrated through soak pits or similar.

Site spoils and temporary stockpiles shall be located away from the drainage system, and surface run off shall be directed away from stockpiles to prevent erosion.

Traffic Management and Community Safety

Location of temporary access roads shall be done in consultation with the local community and based on the screening results, especially in important or sensitive environments. Temporary access roads shall not traverse wetland areas or other ecologically sensitive areas. The drilling of any access roads shall be submitted to a prior consultation process with potentially affected communities that will have to be documented (minutes of meetings) for supervisor's review and approval.

Upon the completion of civil works, all temporary access roads shall be ripped and rehabilitated. Measures shall be taken to suppress dust emissions generated by Program traffic. Maximum speed limits for any traffic related with drilling at all Water Supply project sites shall be the following, unless Kenyan speed limits are locally lower:

Compensation of Damage to Property

Compensation of land acquired permanently for Program purposes will be handled under Client responsibility based on the provisions of the RF. However, in the event that the Contractor, deliberately or accidentally, damages property, he shall repair the property to the owner's satisfaction and at his own cost. For each repair, the Contractor shall obtain from the owner/user a certificate that the damage has been made good satisfactorily in order to indemnify the Client from subsequent claims.

1. In any case where compensation for inconveniences, damage of crops etc. are claimed by the owner, the Client has to be informed by the Contractor through the supervisor. In addition, the contractor shall assess, verify the level of damages, and compensate for damages as well as using the grievance mechanism in addressing claims in line with the ESS5 or RF.

Contractor's Environment, Health and Safety Management Plan (HSE-MP)

Within 6 weeks of signing the Contract, the Contractor shall prepare an EHS-MP to ensure the adequate management of the environmental, health and safety, and social aspects of the works, including implementation of the requirements of these general conditions and any specific requirements of an ESMP for the works. The Contractor's EHS-MP will serve two main purposes:

The Contractor's EHS-MP shall provide at least:

- A description of procedures and methods for complying with these general environmental management conditions, and any specific conditions specified in an ESMP;
- A description of specific mitigation measures that will be implemented in order to minimize adverse impacts;
- A description of all planned monitoring activities and the reporting thereof; and
- The internal organizational, management and reporting mechanisms put in place for such.

The Contractor's EHS-MP will be reviewed and approved by the Client before start of the works. This review should demonstrate if the Contractor's EHS-MP covers all of the identified impacts and has defined appropriate measures to counteract any potential impacts.

EHS Reporting

The Contractor shall prepare bi-monthly progress reports to the Client on compliance with these general conditions, the sub-program ESMP if any, and his own EHS-MP. The Contractor's reports will include information on:

- EHS management actions/measures taken, including approvals sought from local or national authorities;
- Problems encountered in relation to HSE aspects (incidents, including delays, cost consequences, etc. as a result thereof);
- Non-compliance with contract requirements on the part of the Contractor;

- Changes of assumptions, conditions, measures, designs and actual works in relation to EHS aspects; and
- Observations, concerns raised and/or decisions taken with regard to HSE management during site meetings.

The reporting of any significant HSE incidents shall be done as soon as practicable. Such incident reporting shall therefore be done individually. The Contractor should keep his own records on health, safety and welfare of persons, and damage to property. It is advisable to include such records, as well as copies of incident reports, as appendixes to the bi-monthly reports. Details of HSE performance will be reported to the Client.

Training of Contractor's Personnel

The Contractor shall provide sufficient training to his own personnel to ensure that they are all aware of the relevant aspects of these general conditions, any program ESMP, and his own HSE- MP, and are able to fulfill their expected roles and functions. Specific training will be provided to those employees that have particular responsibilities associated with the implementation of the HSE-MP. Training activities will be documented for potential review by the Client. Amongst other issues, training will include an awareness session for all employees on HIV-AIDS. What is HIV/AIDS?

- How is HIV/AIDS contracted?
- HIV/AIDS prevention.

Labor influx issues

Jobs created by this project will be taken by members of local community and no physical infrastructure from drilling will result to labor influx in project sites and hence, associated risks of labor influx including gender-based violence of this project is low. However, to preclude any Gender based violence (GBV) and Sexual Exploitation and Abuse (SEA) risk during drilling period, the project will ensure that a zero-tolerance policy on sexual harassment and abuse of female workers and community members is strictly enforced by contractors. Moreover, the project will ensure that the contractor prepares a code of conduct for works and fully implemented it during drilling.

PAYMENT FOR ES REQUIREMENTS

The payment for the delivery of ES requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items or activities. The cost of implementing workplace safe systems of work, including the measures necessary for ensuring traffic safety, shall be covered by the Bidder's rates for the relevant works. For discrete activities such as HIV counselling service, and, GBV/SEA awareness and sensitization or to encourage the contractor to deliver additional ES outcomes beyond the requirement of the Contract, the contractor is required to take into account in its cost break down. However, an indicative bill of quantities for protective safety equipment has been provided in the bid so that price shall be quoted to meet all ES obligations.

Key Personnel

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	Contractor's Representative		
2	<i>[Environmental]</i>	• Minimum qualification is Degree in Environmental studies or any relevant field • Must be registered with the National Environmental Management Authority (NEMA) as a Lead Expert under the Environmental Management and Coordination Act, 1999, or other internationally recognized authority; • Must be a Member of the environment Institute of Kenya. • Must have held similar position in at least three previous similar assignments. • Must be familiar with the World Bank's environmental and Social framework.	Over fifteen (15) years overall experience and ten (10) years relevant experience
3	<i>[Health and Safety]</i>	• Minimum qualification is Bachelor of science Degree in Occupational Health and Safety Or Higher National Diploma in Occupational Health and Safety; • Must be registered with the Directorate of Occupational Safety and Health Services (DOSHS) under OSHA 2007 or other internationally recognized OSH body; • Must possess relevant training and certification in	Over (15) years overall experience and ten (10) years relevant experience.

		Environmental Health and Safety studies • Must have held similar position in at least two previous similar assignments	
4	<i>[Social]</i>		
5	Sexual Exploitation, Abuse and Harassment <i>[Where a Project SEA risks are assessed to be substantial or high, Key Personnel shall include an expert(s) with relevant experience in addressing sexual exploitation, sexual abuse and sexual harassment cases]</i>		<i>[e.g. 5 years of monitoring and managing risks related to gender-based violence, out of which 3 years of relevant experience in addressing issues related to sexual exploitation, sexual abuse and sexual harassment]</i>
6	<i>modify as appropriate</i>		

Drawings

Daily Drilling & Drilling Physical Activity Record Form (Log book)

Project Name Contract No_____

Client: _____ Contractor _____ Consultant _____

Well ID _____ Lot N^o _____ Well Field _____ Kebele _____ Wereda _____
UTM _____

This Day Major Activities _____

Weather Condition-----

A. DRILLING AND DRILLING

Work Started time _____ Used Bit diameter _____ and
inches, Used Bit type _____ and Previous Cum. drilled Depth _____

If drilling halted Why _____

Electrical /Gamma Logging Conducted Y/N: Short Normal ☐ Long Normal ☐ SP ☐ N:Gamma ☐

Steel Surface casing Diameter -----in, Length -----m Blind Casing Installed: Type -----

Diameter -----in, Length -----m, Screen Casing Installed Type -----Diameter ----- in ,Length-----m

Gravel Pack: Diameter -----mm, Qty -----m³, Lithology----- Well Devel. method-----

Compressor Capacity:----Bar, Started time ---Stopped time---Total Dev. ---hrs, PolyPhosphate used ----Kg

Well Development result _____

Grouting: Depth -----m Well Disinfection Method _____ Y/N ☐

Well Head Drilling: -----m X -----m X -----m = -----m³, Well Capped, Y/N ☐

B. Pumping Test:

Pump type-----Discharge-----l/s Head -----m, Pump power KW, Generator ___KVA

Provisional test ----hr, Q ----l/sec, DD ---- m Step Draw down test Yields: Q = Step 1--l/s, step 2l/s Step 3,-----l/s ,Step 4 -----l/s Duration, --- & hrs respectively

Constant Discharge Rate Test: Q ---L/sec, Test duration ---hrs, DD -----m, Pump position m

Dynamic water level -----m, Recovery test: -----hrs, Water level after recovery m

Water quality Physical Status: _____.

Sample taken No_____

Any Remarks and problem:-----

Contractor Site representative: Name_____ **Signature:** _____ **Date**_____

Site Supervisor (Hydrogeologist) Representative: Name_____ **Signature:**_____ **Date**_____

Supplementary Information

PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

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

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

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

Table of Clauses

A. General	161
1. Definitions	161
2. Interpretation	164
3. Language and Law	165
4. Project Manager's Decisions	165
5. Delegation	165
6. Communications	165
7. Subcontracting	165
8. Other Contractors	166
9. Personnel and Equipment	167
10. Employer's and Contractor's Risks	173
11. Employer's Risks	173
12. Contractor's Risks	174
13. Insurance	174
14. Site Data	175
15. Contractor to Construct the Works	175
16. The Works to Be Completed by the Intended Completion Date	175
17. Approval by the Project Manager	176
18. Health, Safety and Protection of the Environment	176
19. Archaeological and Geological Findings	179
20. Possession of the Site	179
21. Access to the Site	179
22. Instructions, Inspections and Audits	180
23. Appointment of the Adjudicator	180
24. Procedure for Disputes	181
25. Fraud and Corruption	181
26. Stakeholder Engagement	181
27. Suppliers (other than Subcontractors)	182
28. Code of Conduct	183
29. Security of the Site	183
B. Time Control	184
30. Program and Progress Reports	184
31. Extension of the Intended Completion Date	185
32. Acceleration	186
33. Delays Ordered by the Project Manager	186
34. Management Meetings	186
35. Early Warning	186
C. Quality Control	186
36. Identifying Defects	186
37. Tests	187
38. Correction of Defects	187
39. Uncorrected Defects	187

D. Cost Control.....187

40.	Contract Price.....	187
41.	Changes in the Contract Price.....	187
42.	Variations.....	187
43.	Cash Flow Forecasts.....	189
44.	Payment Certificates.....	189
45.	Payments.....	190
46.	Compensation Events.....	191
47.	Tax.....	192
48.	Currencies.....	192
49.	Price Adjustment.....	192
50.	Retention.....	193
51.	Liquidated Damages.....	193
52.	Bonus.....	194
53.	Advance Payment.....	194
54.	Securities.....	194
55.	Dayworks.....	195
56.	Cost of Repairs.....	195

E. Finishing the Contract.....195

57.	Completion.....	195
58.	Taking Over.....	195
59.	Final Account.....	195
60.	Operating and Maintenance Manuals.....	196
61.	Termination.....	196
62.	Payment upon Termination.....	197
63.	Property.....	197
64.	Release from Performance.....	197
65.	Suspension of Bank Loan or Credit.....	198

General Conditions of Contract

A. General

1. Definitions

Boldface type is used to identify defined terms.

- (a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The **Activity Schedule** is a schedule of the activities comprising the drilling, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) **Bank** means the financing institution **named in the PCC**.
- (e) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- (f) **Compensation Events** are those defined in GCC Clause 42 hereunder.
- (g) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 57.1.
- (h) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
- (k) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) **Days** are calendar days; months are calendar months.

- (m) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (o) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (p) The **Defects Liability Period** is the period **named in the PCC** pursuant to GCC Sub-Clause 38.1 and calculated from the Completion Date.
- (q) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The **Employer** is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (s) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) "**In writing**" or "**written**" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The **Intended Completion Date** is specified in the PCC. The **Intended Completion Date** may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The **Project Manager** is the person named in the PCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible

for supervising the execution of the Works and administering the Contract.

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

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or

trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from a Bank financed Goods, Works, Non-consulting Services or Consulting Services is used to extract sexual gain;

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

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

2. Interpretation

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

- (f) Specification,
 - (g) Drawings,
 - (h) Bill of Quantities, and
 - (i) any other document **listed in the PCC** as forming part of the Contract.

- 3. *Language and Law***
 - 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
 - 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when
 - (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

- 4. Project Manager's Decisions**
 - 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

- 5. Delegation**
 - 5.1 Unless otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

- 6. *Communications***
 - 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

- 7. Subcontracting**
 - 7.1 The Contractor may subcontract with the approval of the Project Manager but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 28.1.
 - 7.2 Submission by the Contractor for approval of the Project Manager, addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in

accordance with Appendix C- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

8. *Other*
Contractors

- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the PCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
- 8.2 The Contractor shall also, as stated in the Specification or as instructed by the Project Manager, cooperate with and allow appropriate opportunities for the Employer's or any other personnel, notified to the Contractor by the Employer or Project Manager, to conduct any environmental and social assessment.

9. *Personnel and Equipment*

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

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

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

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

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

Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and welfare facilities in accordance with GCC Sub-Clause 9.4.6, of the Contractor's Personnel, and for all payments in connection therewith.

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

- 9.4.2 *Conditions of Labor.* The Contractor shall inform the Contractor's Personnel about:

- (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable laws or as stated in the Specification; and
- (b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the Country for the time being in force.

The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.

Where required by applicable laws or as stated in the Specification, the Contractor shall provide the Contractor's Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor's Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment.

- 9.4.3 The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.
- 9.4.4 The Contractor shall at its own expense provide the means of repatriation to and the Contractor's Personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.
- 9.4.5 *Disorderly conduct.* The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst the Contractor's Personnel.
- 9.4.6 *Facilities for Staff and Labor.* Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. If stated in the Specification, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for the Employer's Personnel if stated in the Specification.
- 9.4.7 The Contractor shall, in all dealings with the Contractor's Personnel, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor. The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable laws or as stated in the Specification.
- 9.4.8 *Supply of Foodstuffs.* The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

- 9.4.9 *Supply of Water.* The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
- 9.4.10 *Measures against Insect and Pest Nuisance.* The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
- 9.4.11 *Alcoholic Liquor or Drugs.* The Contractor shall not, otherwise than in accordance with the laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.
- 9.4.12 *Arms and Ammunition.* The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
- 9.4.13 *Funeral Arrangements.* The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
- 9.4.14 *Forced Labor.* The Contractor, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

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

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

The Contractor, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with,

the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

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

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

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

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

9.4.17 *Workers' Organizations.* In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and

protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

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

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with GCC Sub-Clause 9.4.15).

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

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

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

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

- 9.4.20 *Training of Contractor's Personnel.* The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in GCC Sub-Clause 18.2.

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

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

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

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

11. Employer's Risks

- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or

radioactive contamination directly affecting the country where the Works are to be executed.

- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,
 - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
 - (c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

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

13. Insurance

- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Plant, and Materials;
 - (b) loss of or damage to Equipment;
 - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - (d) personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

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

14. Site Data

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

15. Contractor to Construct the Works

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

15.2 If the Contract specifies that the Contractor shall design any part of the permanent Works, the Contractor shall take into the Employer's requirements which may include, if stated in the Specification:

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

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

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

16.2 The Contractor shall not carry out mobilization to the Site unless the Project Manager gives approval, an approval that shall not be unreasonably delayed, to the measures the Contractor proposes to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract.

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

measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project Manager for its approval.

17. *Approval by the
Project Manager*

- 17.1 The Contractor shall submit Specification and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. *Health, Safety
and Protection
of the
Environment*

- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 18.2 The Contractor shall:
 - (a) comply with all applicable health and safety regulations and Laws;
 - (b) comply with all applicable health and safety obligations specified in the Contract;
 - (c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;
 - (d) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;
 - (e) provide fencing, lighting, safe access, guarding and watching of the Works until the issue of the Contract Certificate of Completion;
 - (f) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land;
 - (g) provide health and safety training of Contractor's Personnel as appropriate and maintain training records;
 - (h) actively engage the Contractor's Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing

information to Contractor's Personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the Contractor's Personnel;

- (i) put in place workplace processes for Contractor's Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;
- (j) Contractor's Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;
- (k) where the Employer's Personnel, any other contractors employed by the Employer, and/or personnel of any legally constituted public authorities and private utility companies are employed in carrying out, on or near the site, of any work not included in the Contract, collaborate in applying the health and safety requirements, without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and
- (l) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.

Subject to GCC Sub-Clause 16.2, the Contractor shall submit to the Project Manager for its approval a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works.

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

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

(a) which shall include at a minimum:

- (i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control

measures for chemical, physical and biological substances and agents;

- (ii) details of the training to be provided, records to be kept;
- (iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);
- (iv) remedies for adverse impacts such as occupational injuries, deaths, disability and disease;
- (v) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
- (vi) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labor;
- (vii) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with GCC Sub-Clause 9.4.6; and

(b) any other requirements stated in the Specification.

18.3 Protection of the environment

- (a) The Contractor shall take all necessary measures to: protect the environment (both on and off the Site); and

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

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

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

19. *Archaeological
and Geological
Findings*

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

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

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

20. *Possession of
the Site*

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

21. *Access to the
Site*

21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager (including the Bank staff or consultants acting on the Bank's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations), including to carry out

environmental and social audit, as appropriate, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

22. *Instructions,
Inspections and
Audits*

22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

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

22.3 Inspections & Audit by the Bank

Pursuant to paragraph 2.2 e. of Appendix A to the GCC- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to GCC Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

23. *Appointment of
the Adjudicator*

23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC**

at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

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

25. Fraud and Corruption

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

26. Stakeholder Engagement

- 26.1 The Contractor shall provide relevant contract-related information, as the Employer and/or Project Manager may reasonably request to conduct Stakeholder engagements. "Stakeholder" refers to individuals or groups who:
 - (i) are affected or likely to be affected by the Contract; and
 - (ii) may have an interest in the Contract.

The Contractor may also directly participate in Stakeholder engagements, as the Employer and/or Project Manager may reasonably request.

27. Suppliers (other than Subcontractors)

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

27.2 **Child Labor:** The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labor as described in GCC Sub-Clause 9.4.15. If child labor cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

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

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

If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the

supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats.

28. Code of Conduct

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

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

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

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

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

29. *Security of the Site*

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

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

Subject to GCC Sub-Clause 16.2, the Contractor shall submit for the Project Manager's No-objection a security management plan that sets out the security arrangements for the Site.

The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's

Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specification.

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

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

B. Time Control

30. *Program and Progress Reports*

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

30.4 Unless otherwise stated in the Specification, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B.

30.5 In addition to the progress reports, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

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

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

31. *Extension of the
Intended
Completion Date*

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

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

- 32. Acceleration**
- 32.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 32.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 33. *Delays Ordered by the Project Manager***
- 33.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 34. *Management Meetings***
- 34.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 34.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 35. Early Warning**
- 35.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 35.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

- 36. *Identifying Defects***
- 36.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The

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

37. Tests

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

38. *Correction of Defects*

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

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

39. *Uncorrected Defects*

39.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

40. Contract Price

40.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

41. *Changes in the Contract Price*

41.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

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

42. Variations

42.1 All Variations shall be included in updated Programs produced by the Contractor.

- 42.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Contractor shall also provide information of any ES risks and impacts of the Variation. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 42.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 42.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 42.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 42.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC Sub-Clause 41.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- 42.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle cost) the Employer may incur in implementing the value engineering proposal;
 - (c) a description of any effect(s) of the change on performance/functionality; and

- (d) a description of the proposed work to be performed, a program for its execution and sufficient ES information to enable an evaluation of ES risks and impacts.

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

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

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

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

43. *Cash Flow Forecasts*

- 43.1 When the Program, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

44. *Payment Certificates*

- 44.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 44.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 44.3 The value of work executed shall be determined by the Project Manager.
- 44.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.
- 44.5 The value of work executed shall include the valuation of Variations and Compensation Events.

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

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

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

45. Payments

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

commercial borrowing for each of the currencies in which payments are made.

- 45.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 45.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 45.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

46. Compensation Events

46.1 The following shall be Compensation Events:

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

constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

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

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

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

47. Tax

47.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 49.

48. Currencies

48.1 Payment will be made in KES.

49. Price Adjustment

49.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each

currency. A separate formula of the type specified below applies to each Contract currency:

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

where:

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

A_c and B_c are coefficients¹ **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

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

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

50. Retention

- 50.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.
- 50.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC Sub-Clause 57.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

51. *Liquidated Damages*

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

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

Payment of liquidated damages shall not affect the Contractor's liabilities.

- 51.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 45.1.

52. Bonus

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

53. Advance Payment

- 53.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 53.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 53.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

54. Securities

- 54.1 The Performance Security, and if so **specified in the PCC** an environmental and social (ES) performance security, shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in

which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Certificate of Completion in the case of a Performance Bond.

55. Dayworks

- 55.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 55.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 55.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

56. Cost of Repairs

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

E. Finishing the Contract

57. Completion

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

58. Taking Over

- 58.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a Certificate of Completion.

59. Final Account

- 59.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the

amount payable to the Contractor and issue a payment certificate.

60. *Operating and
Maintenance
Manuals*

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

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

61. Termination

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

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

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

competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

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

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

61.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 61.2 above, the Project Manager shall decide whether the breach is fundamental or not.

62. *Payment upon Termination*

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

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

63. Property

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

64. *Release from Performance*

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

receiving it and for any work carried out afterwards to which a commitment was made.

65. *Suspension of
Bank Loan or
Credit*

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

- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the Bank's suspension notice.
- (b) If the Contractor has not received sums due to it within the 28 days for payment provided for in GCC Sub-Clause 45.1, the Contractor may immediately issue a 14-day termination notice.

APPENDIX A

TO GENERAL CONDITIONS

Fraud and Corruption *(Text in this Appendix shall not be modified)*

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

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

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

APPENDIX B

Environmental and Social (ES) Metrics for Progress Reports

Metrics for regular reporting:

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

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

- ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/drilling/site management; and
 - iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /drilling/site management.
- k. *Grievances*: list new grievances (e.g. number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
 - i. Worker grievances;
 - ii. Community grievances
- l. *Traffic, road safety and vehicles/equipment*:
 - i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. *Environmental mitigations and issues (what has been done)*:
 - i. dust: number of working bowlers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
 - ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil

salvage, traffic management, decommissioning planning, decommissioning implementation;

- iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
- v. spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
- vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
- vii. details of tree plantings and other mitigations required undertaken in the reporting period;
- viii. details of water and swamp protection mitigations required undertaken in the reporting period.

n. compliance:

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

APPENDIX C

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

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

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

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

Contract reference *[insert contract reference]*

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

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

Brief summary of evidence provided: _____

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

Name of the Subcontractor_____

Name of the person duly authorized to sign on behalf of the Subcontractor_____

Title of the person signing on behalf of the Subcontractor_____

Signature of the person named above_____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Section IX - Particular Conditions of Contract

A. General	
GCC 1.1 (d)	The financing institution is: The World Bank, International Development Association (IDA).
GCC 1.1 (r)	The Employer is Water Resources Authority
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 180 days.
GCC 1.1 (y)	The Project Manager is Earth Water Limited JV Acacia Water
GCC 1.1 (aa)	The Site is located at Wajir County as per the provided sites
GCC 1.1 (dd)	The Start Date shall be within 30 days after contract signing.
GCC 1.1 (hh)	The Works consist of: Mud drilling, casing, test pumping and water quality analysis.
GCC 2.2	Sectional Completions are: Applicable when two sites in a lot are fully completed.
GCC 2.3(i)	The following documents also form part of the Contract: The ESHS Management Strategies and Implementation Plans; and Code of Conduct (ESHS).
GCC 3.1	The language of the contract is English. The language shall be that of the Bid. The law that applies to the Contract is the law of The Republic of Kenya
GCC 5.1	The Project manager may delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: Not applicable.
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: 100% (b) For loss or damage to Equipment: 100% (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract 100% (d) for personal injury or death: (i) of the Contractor's employees: 100% According to the law of the country

	(ii) of other people: 100% According to the law of the country
GCC 14.1	Site Data are: Test wells site location as indicated in the technical specification.
GCC 20.1	The Site Possession Date(s) shall be: 30 days after signing the contract
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: <i>Chartered Institute of Arbitrators of Kenya</i> . The hourly fee for this proposed Adjudicator shall be: Architect Julius Muthui Mutunga FCIArb. The hourly fee for this proposed Adjudicator shall be: KES 25,000.00 The biographical data of the proposed Adjudicator is as follows: <i>Holder of Bachelor's Degree in Architecture, Registered with Board of Registration of Architects and Quantity Surveyors and a Fellow Member of the Chartered Institute of Arbitrators (FCIArb).</i>
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: The hourly fee for this proposed Adjudicator shall be: KES 25,000.00
GCC 24.4	Institution whose arbitration procedures shall be used: be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules in Nairobi Kenya
GCC26.1	The Contractor's activities should align with the project's SEP objectives and procedures including the grievance mechanism and outline the Contractor's role in supporting its implementation and operation. The Stakeholder Engagement should include specific details on engaging with Historically Underserved Communities in a culturally appropriate manner. It should outline the process for obtaining Free, Prior, and Informed Consent (FPIC) , protecting cultural heritage, sharing benefits, and supporting the grievance mechanism. These aspects shall ensure compliance with ESS7 and a more effective approach to community engagement.
B. Time Control	
GCC 30.1	The Contractor shall submit for approval a Program for the Works within 15 days from the date of the Letter of Acceptance.
GCC 30.3	The period between Program updates is 30 days. The amount to be withheld for late submission of an updated Program is KES500,000 . The period for submission of progress reports is 30 days.
C. Quality Control	

GCC 37.1	The tests on completion are specified in Section VII – Works’ Requirements, and include tests for well verticality, casing alignment, suspended solids, water quality, and well-head loss
GCC 38.1	The Defects Liability Period is: 180 days.
GCC 39.1	The cost of correcting any Defect shall be determined on the basis of the unit prices and quantities of the commissioned infrastructure concerned. Where the commissioned infrastructure fails to meet one or more completion tests, the contract price shall be reduced as follows: a reduction of three percent (3%) for each failed test relating to well verticality, casing alignment, suspended solids, or water quality; and a reduction of five percent (5%) for a failed test relating to well-head loss, which shall be increased to eight percent (8%) where the well-head loss exceeds twice the target value. In all cases, the total reduction shall not exceed twelve percent (12%) of the contract price of the commissioned infrastructure.
D. Cost Control	
GCC 42.7	If the value engineering proposal is approved by the Employer the amount to be paid to the Contractor shall be 50% the reduction in the Contract Price.
GCC 44.4	No amount shall be certified or paid in respect of any goods supplied or works executed by the Contractor in relation to non-commissioned water wells or boreholes where the total retention money, as provided under Clause GCC 50, is less than the aggregate value of the goods or works already paid for that correspond to water wells or boreholes which have not been commissioned.
GCC 48.1	The currency of the Employer’s Country is: KES (Kenyan Shillings)
GCC 49.1	The Contract is not subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients does not apply.
GCC 50.1	The proportion of payments retained is: 10% percent for Civil Work and 30% for material supplied. The payment shall be reduced to 2.5% for drilling works at the time of provisional acceptance.
GCC 51.1	The liquidated damages for the whole of the Works are 0.5 percent of the contract price per week. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price
GCC 52.1	The Bonus for the whole of the Works is..... % of the contract price per day . The maximum amount of Bonus for the whole of the Works is ...%of the final Contract Price. Not Applicable

GCC 53.1	The Advance Payments shall be: 20% of the contract amount and shall be paid to the Contractor no later than 30 days after contract signature . The upon provision of equivalent unconditional bank guarantee from a reputable bank.
GCC 54.1	The Performance Security will be in the form of a <i>demand guarantee</i> in the amount(s) of 8 percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. The ES Performance Security will be in the form of a demand guarantee in the amount(s) of 2 percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. The Performance Security shall cover 365 days defect liability period.
E. Finishing the Contract	
GCC 60.1	The date by which operating and maintenance manuals are required is 30 days. The date by which “as built” drawings are required is 30 days.
GCC 60.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC Sub-Clause 60.1 is KES 500,000.00
GCC 61.2 (g)	The maximum number of days is: 28 days .
GCC 62.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 10 percent .

Section X - Contract Forms

Table of Forms

<i>Notification of Intention to Award</i>	<i>212</i>
<i>Letter of Acceptance</i>	<i>218</i>
<i>Contract Agreement.....</i>	<i>219</i>
<i>Performance Security - Bank Guarantee.....</i>	<i>221</i>
Performance Security - Performance Bond.....	222
<i>Environmental and Social (ES) Performance Security.....</i>	<i>223</i>
<i>Advance Payment Security.....</i>	<i>225</i>

Notification of Intention to Award

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

Notification to the Bidder's Authorized Representative named in the Bidder

Information Form

For the attention of Bidder's Authorized Representative

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

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

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

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

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

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

Notification of Intention to Award

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

Project: *[insert name of project]*

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

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

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

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

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

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

1. The successful Bidder

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

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

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

3. Reason/s why your Bid was unsuccessful

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

4. How to request a debriefing

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

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

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

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

Title/position: [insert title/position]

Agency: [insert name of Employer]

Email address: [insert email address]

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

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

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

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

5. How to make a complaint

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

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

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

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

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

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

Further information:

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

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.

4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

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

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

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

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

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Letter of Acceptance

[on letterhead paper of the Employer]

..... *[date]*

To: *[name and address of the Contractor]*

Subject: *[Notification of Award Contract No]*.

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

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

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

[or]

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

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

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

(a) the Letter of Acceptance

(b) the Letter of Bid

(c) the addenda Nos _____(if any)

(d) the Particular Conditions

(e) the General Conditions of Contract, including appendix;

(f) the Specification

(g) the Drawings

(h) Bill of Quantities;¹ and

(i) any other document listed in the PCC as forming part of the Contract, but not
limited to;

i. the ES Management Strategies and Implementation Plans; and

ii. Code of Conduct for Contractor’s Personnel (ES).

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

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

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

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

Signed by:
for and on behalf of the Employer

Signed by:
for and on behalf the Contractor

in the presence of:

in the presence of:

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

Performance Security Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

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

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

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

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

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

² Insert the date twenty-eight days after the expected completion date as described in GCC Sub-Clause 57.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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

[signature(s)]

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

Environmental and Social (ES) Performance Security

ES Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

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

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

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

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

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

² Insert the date twenty-eight days after the expected completion date as described in GCC Sub- Clause 57.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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

[signature(s)]

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

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

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

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

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*¹ upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*..

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

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

² *Insert the expected completion date as described in GCC Sub- Clause 57.1. The Employer should note that in the event of an extension of the expected completion date of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*