



ISO 9001:2015 CERTIFIED

# **STANDARD PROCUREMENT DOCUMENT**

For

**SUPPLY AND DELIVERY OF MOTOR VEHICLES FOR  
PUBLIC PROCUREMENT REGULATORY AUTHORITY**

**(PPRA)**

**(One-Envelope Bidding Process)**

IFB No: **KE-KRA-379357-GO-RFB**

Project: **HORN OF AFRICA GATEWAY DEVELOPMENT PROJECT (HOAGDP)**

Purchasing Agency: **KENYA REVENUE AUTHORITY (KRA)**

Beneficiary Agency: **PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

Issued on: **26<sup>th</sup> SEPTEMBER 2023**



**THE WORLD BANK**  
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## SPECIFIC PROCUREMENT NOTICE

# REQUEST FOR BIDS Goods

### (One-Envelope Bidding Process)

**Country:** Kenya

**Name of Project:** Horn of Africa Gateway Development Project (HoAGDP)

**Contract Title:** Supply and Delivery of Motor Vehicles for Public Procurement Regulatory Authority.

**Loan No. /Credit No. / Grant No.:** 67680-KE

**RFB Reference No.:** KE-KRA-379357-GO-RFB

1. The Government of Kenya (GoK) (hereinafter called “Borrower”) has received financing from the International Development Association (IDA) (the “Bank”) in the form of credit (hereinafter called “credit”) toward the cost of **Horn of Africa Gateway Development Project**. The Kenya Revenue Authority (KRA), an implementing agency of the Client, intends to apply a portion of the proceeds of this credit on behalf of the Public Procurement Regulatory Authority (PPRA) a beneficiary agency of the client to eligible payments under the contract for **Supply and Delivery of Motor Vehicles for Public Procurement Regulatory Authority**.
2. The Kenya Revenue Authority now invites sealed Bids from eligible Bidders for Supply and Delivery of Motor Vehicles as listed below:

S. No	Description	Quantity
Lot 1	Supply and Delivery of Pick Up Double Cabin 4x4	2
Lot 2	Supply and Delivery of a Heavy Duty Passenger Vehicle 4x4	1
Lot 3	Supply and Delivery of an Executive Minibus	1

3. Bidding will be conducted through National Competitive Bidding using a Request for Bids (RFB) as specified in the World Bank’s “Procurement Regulations for IPF Borrowers” September 2023 (“Procurement Regulations”), and is open to all eligible bidders as defined in the Procurement Regulations.
4. A virtual pre-bid briefing for will be conducted online on **Wednesday, 4<sup>th</sup> October, 2023 at 10.00 hrs EAT**. The pre-bid meeting link is: [CLICK HERE](#).
5. Interested eligible Bidders may obtain further information from the Deputy Commissioner - Supply Chain Management, Kenya Revenue Authority through the email address: [eprocurement@kra.go.ke](mailto:eprocurement@kra.go.ke) or physically during office hours between 0900hrs and 1600hrs East African Time (EAT), everyday excluding weekends and public holidays at the address given below.
6. The bidding document in English shall be downloaded free of charge from [www.kra.go.ke](http://www.kra.go.ke) and the Public Procurement Information Portal [www.tenders.go.ke](http://www.tenders.go.ke)
7. Submission of bids shall strictly be done through the **KRA E-Procurement Portal**. Prospective bidders should register on KRA’s website; [www.kra.go.ke](http://www.kra.go.ke) by clicking “New

Supplier Registration” under the E - Procurement Tab. For assistance on the supplier portal or registration, visit any KRA Procurement Office countrywide or email: **srmsupport@kra.go.ke**. Completed bids are to be saved as PDF files named with the relevant tender number and description, submitted to the KRA E-procurement Web Portal to be received on or before **Wednesday, 25<sup>th</sup> October 2023 at 1100 hrs (EAT)**. Note: **Submission shall strictly be done through KRA E-Procurement Portal**. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders’ designated representatives and anyone who choose to attend at the address below on **25<sup>th</sup> October 2023 at 1100 Hrs (EAT)**.

8. All Bids must be accompanied by a Bid Security **valid for 210 days** from the date of tender closing or **22<sup>nd</sup> May 2024**. The amount of bid security required is Kenya Shillings or an equivalent amount in a freely convertible currency as tabulated below:

S. No	Description	Bid Security Amount in Kenya Shillings (Ksh.)
Lot 1	Supply and Delivery of Pick Up Double Cabin	250,000.00
Lot 2	Supply and Delivery of a Heavy Duty Passenger Vehicle	300,000.00
Lot 3	Supply and Delivery of an Executive Minibus	150,000.00

**The hard copy of the original bid security is to be submitted in the Tender Security Box located on the Ground Floor of Times Tower Building, Haile Selassie Avenue, Nairobi clearly Marked Bid Security(ies) for Supply and Delivery of Motor Vehicles for Public Procurement Regulatory Authority IFB No. KE-KRA-379357-GO-RFB. The inner envelopes shall contain individual tender securities for each lot as appropriately quoted.** The outer envelope shall be addressed to the address referred to below. Late submission of the bid security will be rejected and thus invalidating the respective bid.

Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening on the 21<sup>st</sup> Floor, Times Tower Building on **Wednesday, 25<sup>th</sup> October 2023 at 1100 Hrs (EAT)**.

9. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder’s beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.

10. The address referred to above is:

**DEPUTY COMMISSIONER – SUPPLY CHAIN MANAGEMENT  
KENYA REVENUE AUTHORITY (KRA)  
P.O. BOX 48240 – 00100, NAIROBI, KENYA  
HAILE SELASSIE AVENUE, TIMES TOWER BUILDING  
Telephone: +254 709012353; +254 709013949,  
Email: eprocurement@kra.go.ke  
Web page: www.kra.go.ke**



# Standard Procurement Document

## Table of Contents

<b>PART 1 – Bidding Procedures .....</b>	<b>6</b>
Section I - Instructions to Bidders .....	6
Section II - Bid Data Sheet (BDS) .....	37
Section III - Evaluation and Qualification Criteria .....	45
Section IV - Bidding Forms .....	51
Section V - Eligible Countries .....	69
Section VI - Fraud and Corruption .....	71
<b>PART 2 – Supply Requirements .....</b>	<b>75</b>
Section VII - Schedule of Requirements .....	76
<b>PART 3 - Contract .....</b>	<b>99</b>
Section VIII - General Conditions of Contract.....	101
Section IX - Special Conditions of Contract .....	128
Section X - Contract Forms .....	135

# PART 1 – Bidding Procedures

## Section I - Instructions to Bidders

### Contents

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

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28.	Deviations, Reservations, and Omissions .....	26
29.	Determination of Responsiveness .....	26
30.	Nonconformities, Errors and Omissions.....	27
31.	Correction of Arithmetical Errors.....	27
32.	Conversion to Single Currency .....	28
33.	Margin of Preference.....	28
34.	Evaluation of Bids .....	28
35.	Comparison of Bids.....	29
36.	Abnormally Low Bids.....	30
37.	Qualification of the Bidder.....	30
38.	Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids .....	31
39.	Standstill Period.....	31
40.	Notification of Intention to Award .....	31
<b>F. Award of Contract .....</b>		<b>31</b>
41.	Award Criteria .....	31
42.	Purchaser’s Right to Vary Quantities at Time of Award .....	32
43.	Notification of Award.....	32
44.	Debriefing by the Purchaser .....	33
45.	Signing of Contract .....	33
46.	Performance Security.....	34
47.	Procurement Related Complaint .....	35

## 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 Purchaser, as specified **in the BDS**, issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of 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, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;
    - (b) if the context so requires, “singular” means “plural” and vice versa; and
    - (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.
- 2. Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract 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 in accordance with 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, if such payment or import is prohibited by 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, sub consultants, 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, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities 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. Any Bidder 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 Purchaser 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 Purchaser or Borrower for the Contract implementation; or
  - (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; or
  - (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 Bidding 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. 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 Purchaser'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 Purchaser.
- 4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration 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.
- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser 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 Goods and Related Services**

- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For purposes of this ITB, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## **B. Contents of Request for Bids Document**

### **6. Sections of Bidding Document**

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

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

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

#### **PART 2 Supply Requirements**

- Section VII - Schedule of Requirements

#### **PART 3 Contract**

- Section VIII - General Conditions of Contract

(GCC)

- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

- 6.2 The Specific Procurement Notice, Request for Bids (RFB), issued by the Purchaser is not part of this bidding document.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the 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 Purchaser 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 or documentation as is required by the bidding document.

**7. Clarification of Bidding Document**

- 7.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified **in the BDS**. The Purchaser 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 Purchaser 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 Purchaser 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 Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.

**8. Amendment of Bidding Document**

- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser 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 Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser'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 Purchaser 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 Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) **Letter of Bid** prepared in accordance with ITB 12;
  - (b) **Price Schedules**: completed in accordance with ITB 12 and ITB 14;
  - (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) **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
  - (g) **Bidder's Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
  - (h) **Eligibility of Goods and Related Services**: documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related

Services to be supplied by the Bidder;

- (i) **Conformity:** documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the bidding document; and
- (j) 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 Price Schedules**

12.1. The Letter of Bid and Price 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.

## **14. Bid Prices and Discounts**

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

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 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS**. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with **the BDS**, prices quoted by the Bidder shall be subject to

adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

- 14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. 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 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified **in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:
  - (a) For Goods manufactured in the Purchaser's Country:
    - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
    - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
    - (iii) the price for inland transportation, insurance, and other local services required to convey the



- Goods to their final destination (Project Site) specified **in the BDS**.
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
    - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as specified **in the BDS**;
    - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the BDS**;
  - (c) For Goods manufactured outside the Purchaser's Country, already imported:
    - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
    - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
    - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
    - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
    - (v) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS**.
  - (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

**15. Currencies of Bid and Payment**

- 15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Purchaser's Country the portion of the Bid

price that corresponds to expenditures incurred in the currency of the Purchaser's Country, unless otherwise specified **in the BDS**.

- 15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

**16. Documents  
Establishing the  
Eligibility and  
Conformity of the  
Goods and  
Related Services**

- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

**17. Documents**

- 17.1 To establish Bidder's eligibility in accordance with ITB 4,

**Establishing the Eligibility and Qualifications of the Bidder**

Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

- 17.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
  - (b) that, if required **in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
  - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**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 Purchaser in accordance with ITP 8. A Bid that is not valid until the date **specified in the BDS**, or any extended date if amended by the Purchaser in accordance with ITP 8, shall be rejected by the Purchaser as nonresponsive.
- 18.2. In exceptional circumstances, prior to the expiry of the Bid validity, the Purchaser 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 a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:
- (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified

**in the BDS;**

- (b) in the case of adjustable price contracts, no adjustment shall be made;
- (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

**19. Bid Security**

- 19.1. The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.
- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:
  - (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
  - (b) an irrevocable letter of credit;
  - (c) a cashier's or certified check; or
  - (d) another security specified **in the BDS**,from a reputable source, and an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable unless the Purchaser 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 Purchaser 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 is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser 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 pursuant to ITB 46.

- 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.
- 19.7. The Bid Security may be forfeited:
  - (a) if a Bidder withdraws its Bid prior to the expiry date of 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 45; or
    - (ii) furnish a Performance Security in accordance with ITB 46.
- 19.8. The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 19.9. If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and
  - (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or
  - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 45; or furnish a performance security in accordance with ITB 46;

the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as 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 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 inter-lineation, 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”, the alternative Bid; and
    - ii. in the envelope 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 Purchaser in accordance with ITB

22.1;

- (c) bear the specific identification of this Bidding process indicated in ITB 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **23. Late Bids**

23.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser 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 (the power of attorney) 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 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

- 24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

## 25. Bid Opening

- 25.1. Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at the Bid opening, publicly open and read out 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 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. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. 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 Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate.
- 25.6. Only Bids, alternative Bids and discounts that are opened



and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner specified **in the BDS**.

- 25.7. The Purchaser 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 Purchaser 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) any alternative Bids;
  - (d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.
- 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 the information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 40.
  - 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation 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 any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.
- 27. Clarification of Bids**
  - 27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser

shall not be considered. The Purchaser'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 Purchaser 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 Purchaser'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 Purchaser'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 Goods and Related Services specified in the Contract; or
  - (ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

29.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any

material deviation or reservation, or omission.

29.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30. Nonconformities,  
Errors and  
Omissions**

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

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

30.3 Provided that a Bid is substantially responsive, the Purchaser 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 Purchaser shall use its best estimate.

**31. Correction of  
Arithmetical Errors**

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

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount

expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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 in a single currency as specified **in the BDS**.

**33. Margin of Preference**

33.1 Unless otherwise specified **in the BDS**, a margin of preference shall not apply.

**34. Evaluation of Bids**

34.1 The Purchaser 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 Purchaser 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.

34.2 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots (contracts), as specified **in the BDS**; and the Bid Price as quoted in accordance with ITB 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

34.3 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.

- 34.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 34.5 The Purchaser's evaluation of a Bid will exclude and not take into account:
- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
  - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
  - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.
- 34.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2(f).

### **35. Comparison of Bids**

- 35.1 The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 34.2 to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported

goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

### **36. Abnormally Low Bids**

- 36.1 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 with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 36.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 36.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.

### **37. Qualification of the Bidder**

- 37.1 The Purchaser 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.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 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.
- 37.3 Prior to Contract award, the Purchaser 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 Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.
- 37.4 An affirmative determination shall be a prerequisite for

award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

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

38.1 The Purchaser 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.

**39. Standstill Period**

39.1 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 44. The Standstill Period commences the day after the date the Purchaser 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.

**40. Notification of  
Intention to Award**

40.1 The Purchaser 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**

**41. Award Criteria**

41.1 Subject to ITB 38, the Purchaser shall award the Contract to the Bidder offering 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.

**42. Purchaser's Right to Vary Quantities at Time of Award**

42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified **in the BDS**, and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.

**43. Notification of Award**

43.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 39.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

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

- (a) name and address of the Purchaser;
- (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 45.1.

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

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

#### **44. Debriefing by the Purchaser**

44.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 40.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

44.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser 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 Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period

44.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser 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.

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

#### **45. Signing of Contract**

45.1 The Purchaser 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.

- 45.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.
- 45.3 Notwithstanding ITB 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

#### **46. Performance Security**

- 46.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.
- 46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering

the next Most Advantageous Bid.

**47. Procurement  
Related Complaint**

47.1 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 goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. General												
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is: <b>KE-KRA-379357-GO-RFB</b></p> <p>The Purchaser is: <b>KENYA REVENUE AUTHORITY</b></p> <p>The Beneficiary Agency is: <b>PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)</b></p> <p>The name of the RFB is: <b>Supply and Delivery of Motor Vehicles for Public Procurement Regulatory Authority.</b></p> <p>The number and identification of lots (contracts) comprising this RFB is as tabulated below:</p> <table border="1" data-bbox="423 930 1466 1087"> <thead> <tr> <th>S. No</th> <th>Description</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>Lot 1</td> <td>Supply and Delivery of Pick up Double Cabin</td> <td>2</td> </tr> <tr> <td>Lot 2</td> <td>Supply and Delivery of Heavy Duty Passenger Vehicle</td> <td>1</td> </tr> <tr> <td>Lot 3</td> <td>Supply and Delivery of an Executive Minibus</td> <td>1</td> </tr> </tbody> </table>	S. No	Description	Quantity	Lot 1	Supply and Delivery of Pick up Double Cabin	2	Lot 2	Supply and Delivery of Heavy Duty Passenger Vehicle	1	Lot 3	Supply and Delivery of an Executive Minibus	1
S. No	Description	Quantity											
Lot 1	Supply and Delivery of Pick up Double Cabin	2											
Lot 2	Supply and Delivery of Heavy Duty Passenger Vehicle	1											
Lot 3	Supply and Delivery of an Executive Minibus	1											
ITB 1.2(a)	<p>The Purchaser shall use the following electronic-procurement system to manage this Bidding process:</p> <p><b><i>Submission of bids shall strictly be done through the <u>KRA E-Procurement Portal</u>. Prospective bidders should register on KRA’s website; <a href="http://www.kra.go.ke">www.kra.go.ke</a> by clicking on “New Supplier Registration” found under the E - Procurement Tab.</i></b></p> <p><b><i>For assistance on the supplier portal or registration, visit any KRA Procurement Office countrywide or email: <a href="mailto:srmsupport@kra.go.ke">srmsupport@kra.go.ke</a>. Completed bids are to be saved as <u>PDF files named with the relevant tender number and description</u> and submitted in the KRA E-procurement Web Portal to be received on or before <b>25<sup>th</sup> October 2023 at 1100 Hrs.</b> Note: Submission should strictly be done to KRA EProcurement Portal. Late Bids will be rejected.</i></b></p> <p>The electronic-procurement system shall be used to manage the following aspects of the Bidding process: <b><i>Submission of bids.</i></b></p> <p><b><i>Note: However, a hard copy of the original bid security shall be submitted in the Tender Security Box on the Ground Floor of Times Tower Building, Haile Selassie Avenue, Nairobi. Late submission of the bid securities will be rejected and thus invalidating the respective bid.</i></b></p>												

<b>ITB 2.1</b>	The Borrower is: <b>Government of Kenya</b> Loan or Financing Agreement amount: <b>US\$750M</b> The name of the Project is: <b>Horn of Africa Gateway Development Project</b>
<b>ITB 4.1</b>	Joint Venture (JV) shall <b>Not be allowed</b>
<b>ITB 4.5</b>	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .
<b>B. Contents of Bidding Document</b>	
<b>ITB 6.3</b>	A pre-bid briefing for will be conducted online on Wednesday, <b>4<sup>th</sup> October 2023 at 1000 Hrs.</b> <b>Pre bid meeting link: <a href="#">CLICK HERE</a></b>
<b>ITB 7.1</b>	For <b>Clarification of Bid purposes</b> only, the Purchaser's address is: Attention: <b>Deputy Commissioner – Supply Chain Management</b> Address: <b>P.O. BOX 48240 – 00100, NAIROBI, KENYA</b> Floor/ Room number: <b>21<sup>st</sup> Floor, Times Tower</b> City: <b>Nairobi</b> ZIP Code: <b>00100</b> Country: <b>Kenya</b> Telephone: <b>+254 709012353, +254 709013949</b> Facsimile number: <b>N/A</b> Electronic mail address: <b><a href="mailto:eprocurement@kra.go.ke">eprocurement@kra.go.ke</a></b> Requests for clarification should be received by the Purchaser no later than: <b>Ten (10) days before closing date.</b> Web page: <b><a href="https://kra.go.ke/en/tenders">https://kra.go.ke/en/tenders</a></b>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the Bid is: <b>English</b> All correspondence exchange shall be in <b>English</b> language. Language for translation of supporting documents and printed literature is <b>English.</b>

<b>ITB 11.1 (j)</b>	<p>The Bidder shall submit the following additional documents in its Bid:</p> <table border="1" data-bbox="423 264 1456 1549"> <thead> <tr> <th data-bbox="423 264 540 310"><b>S/no.</b></th> <th data-bbox="540 264 1456 310"><b>Preliminary Evaluation</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="423 310 540 363">1.</td> <td data-bbox="540 310 1456 363">Duly filled, signed and stamped Letter of Bid</td> </tr> <tr> <td data-bbox="423 363 540 430">2.</td> <td data-bbox="540 363 1456 430">Duly filled, signed and stamped Price schedule forms.</td> </tr> <tr> <td data-bbox="423 430 540 930">3.</td> <td data-bbox="540 430 1456 930"> <p>Bid Security for each Lot; <b>Lot 1- Kshs 250,000 Lot 2: Kshs 300,000 &amp; Lot 3: Kshs 150,000</b> valid for <b>Two Hundred and Ten days (210 days)</b> from the tender closing/ opening date or <b>22<sup>nd</sup> May 2024.</b></p> <p><i>Note: Original copy(ies) of the tender security(ies) sealed in an outer envelope MUST be deposited on the TENDER SECURITY BOX situated at the Ground Floor in Times Tower Building, Haile Selassie Avenue, Nairobi <b>clearly Marked Bid Security(ies) for the Supply and Delivery of Motor Vehicles for Public Procurement Regulatory Authority IFB No. KE-KRA-379357-GO-RFB.</b> The inner envelopes shall contain individual tender securities for each lot as appropriately quoted.</i></p> <p>The outer Envelope shall be addressed to the address referred to in the procurement notice.</p> </td> </tr> <tr> <td data-bbox="423 930 540 982">4.</td> <td data-bbox="540 930 1456 982">Copy of Business Registration/Incorporation Certificate</td> </tr> <tr> <td data-bbox="423 982 540 1083">5.</td> <td data-bbox="540 982 1456 1083">Copy of a CR12 certificate issued within the last twelve (12) months before the tender closing date (bidders can generate the certificate from E-citizen)</td> </tr> <tr> <td data-bbox="423 1083 540 1136">6.</td> <td data-bbox="540 1083 1456 1136">Copy of a valid Tax Compliance Certificate</td> </tr> <tr> <td data-bbox="423 1136 540 1203">7.</td> <td data-bbox="540 1136 1456 1203">Copy of valid Business License / Permit</td> </tr> <tr> <td data-bbox="423 1203 540 1260">8.</td> <td data-bbox="540 1203 1456 1260">Power of Attorney</td> </tr> <tr> <td data-bbox="423 1260 540 1333">9.</td> <td data-bbox="540 1260 1456 1333">Copy of valid Manufacturers Authorization Letter/ Distributorship appointment for all products quoted.</td> </tr> <tr> <td data-bbox="423 1333 540 1421">10.</td> <td data-bbox="540 1333 1456 1421">Manufacturers' Brochures containing technical data for all products quoted</td> </tr> <tr> <td data-bbox="423 1421 540 1478">11.</td> <td data-bbox="540 1421 1456 1478">Duly filled Bidder Information Form</td> </tr> <tr> <td data-bbox="423 1478 540 1549">12.</td> <td data-bbox="540 1478 1456 1549">Duly filled Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration</td> </tr> </tbody> </table>	<b>S/no.</b>	<b>Preliminary Evaluation</b>	1.	Duly filled, signed and stamped Letter of Bid	2.	Duly filled, signed and stamped Price schedule forms.	3.	<p>Bid Security for each Lot; <b>Lot 1- Kshs 250,000 Lot 2: Kshs 300,000 &amp; Lot 3: Kshs 150,000</b> valid for <b>Two Hundred and Ten days (210 days)</b> from the tender closing/ opening date or <b>22<sup>nd</sup> May 2024.</b></p> <p><i>Note: Original copy(ies) of the tender security(ies) sealed in an outer envelope MUST be deposited on the TENDER SECURITY BOX situated at the Ground Floor in Times Tower Building, Haile Selassie Avenue, Nairobi <b>clearly Marked Bid Security(ies) for the Supply and Delivery of Motor Vehicles for Public Procurement Regulatory Authority IFB No. KE-KRA-379357-GO-RFB.</b> The inner envelopes shall contain individual tender securities for each lot as appropriately quoted.</i></p> <p>The outer Envelope shall be addressed to the address referred to in the procurement notice.</p>	4.	Copy of Business Registration/Incorporation Certificate	5.	Copy of a CR12 certificate issued within the last twelve (12) months before the tender closing date (bidders can generate the certificate from E-citizen)	6.	Copy of a valid Tax Compliance Certificate	7.	Copy of valid Business License / Permit	8.	Power of Attorney	9.	Copy of valid Manufacturers Authorization Letter/ Distributorship appointment for all products quoted.	10.	Manufacturers' Brochures containing technical data for all products quoted	11.	Duly filled Bidder Information Form	12.	Duly filled Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration
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<b>ITB 13.1</b>	Alternative Bids <b>shall not be</b> considered.																										
<b>ITB 14.5</b>	The prices quoted by the Bidder <b>shall not</b> be subject to adjustment during the performance of the Contract.																										
<b>ITB 14.6</b>	<p>Prices quoted for each lot (contract) shall correspond at least to <b>100</b> percent of the items specified for each lot (contract).</p> <p>Prices quoted for each item of a lot shall correspond at least to <b>100</b> percent of the quantities specified for this item of a lot.</p>																										
<b>ITB 14.7</b>	The Incoterms edition is: <b>Incoterms 2020</b>																										

<b>ITB 14.8 (b)(i)</b>	Place of destination: <b><i>KISM Towers, Ngong Road Nairobi, Kenya</i></b>												
<b>ITB 14.8 (a)(iii), (b)(ii) and (c)(v)</b>	Final Destination (Project Site): <b><i>KISM Towers, Ngong Road Nairobi, Kenya</i></b>												
<b>ITB 15.1</b>	The Bidder <b>is required</b> to quote in <b>Kenya Shillings</b> .												
<b>ITB 15.2</b>	All payments shall be made in Kenya Shillings												
<b>ITB 16.4</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <b><i>Three Years</i></b>												
<b>ITB 17.2 (a)</b>	Manufacturer’s authorization is: <b><i>required</i></b>												
<b>ITB 17.2 (b)</b>	After sales service is: <b><i>required</i></b>												
<b>ITB 18.1</b>	The Bid shall be valid for 180 days or 22 <sup>nd</sup> April 2024.												
<b>ITB 18.3 (a)</b>	The Bid price shall be adjusted by the following factor(s): <b><i>N/A</i></b>												
<b>ITB 19.1</b>	<p>A <b><i>Bid Security shall be</i></b> required.</p> <p>If a Bid Security shall be required, the amount and currency of the Bid Security shall be <b><i>Kenya Shillings or an equivalent amount in a freely convertible currency fixed amount and currency as follows:</i></b></p> <table border="1" data-bbox="423 1255 1464 1587"> <thead> <tr> <th data-bbox="423 1255 532 1360"><b>S. No</b></th> <th data-bbox="532 1255 1143 1360"><b>Description</b></th> <th data-bbox="1143 1255 1464 1360"><b>Bid Security Amount in Kenya Shillings</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="423 1360 532 1440">Lot 1</td> <td data-bbox="532 1360 1143 1440">Supply and Delivery of Pick up Double Cabin</td> <td data-bbox="1143 1360 1464 1440">250,000</td> </tr> <tr> <td data-bbox="423 1440 532 1520">Lot 2</td> <td data-bbox="532 1440 1143 1520">Supply and Delivery of Heavy Duty Passenger Vehicle</td> <td data-bbox="1143 1440 1464 1520">300,000</td> </tr> <tr> <td data-bbox="423 1520 532 1587">Lot 3</td> <td data-bbox="532 1520 1143 1587">Supply and Delivery of an Executive Minibus</td> <td data-bbox="1143 1520 1464 1587">150,000</td> </tr> </tbody> </table> <p><b><i>NB: A hard copy of the original bid security shall be submitted any time before the tender opening date and time in the Tender Security Box as detailed above. Late submission of bid security will be rejected and thus invalidating the respective bid.</i></b></p>	<b>S. No</b>	<b>Description</b>	<b>Bid Security Amount in Kenya Shillings</b>	Lot 1	Supply and Delivery of Pick up Double Cabin	250,000	Lot 2	Supply and Delivery of Heavy Duty Passenger Vehicle	300,000	Lot 3	Supply and Delivery of an Executive Minibus	150,000
<b>S. No</b>	<b>Description</b>	<b>Bid Security Amount in Kenya Shillings</b>											
Lot 1	Supply and Delivery of Pick up Double Cabin	250,000											
Lot 2	Supply and Delivery of Heavy Duty Passenger Vehicle	300,000											
Lot 3	Supply and Delivery of an Executive Minibus	150,000											
<b>ITB 19.3 (d)</b>	Other types of acceptable securities: <b><i>NONE</i></b>												
<b>ITB 20.1</b>	In addition to the original of the Bid, the number of copies is: <b><i>N/A</i></b> <b><i>Submission of bids shall strictly be done electronically through the KRA E-Procurement Portal.</i></b>												



<b>ITB 20.3</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of <b><i>Power of attorney</i></b> .
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	<p>For <b><u>Bid submission purposes</u></b> only, the Purchaser's address is:  Attention: Deputy Commissioner- Supply Chain Management  Street Address: <i>HAILE SELASSIE AVENUE</i>  Floor/ Room number: <i>21<sup>ST</sup> FLOOR, TIMES TOWER BUILDING</i>  City: NAIROBI  ZIP/Postal Code: P.O. BOX 48240 – 00100, NAIROBI  Country: KENYA</p> <p><b>The deadline for Bid submission is:</b>  <b>Date: 25<sup>th</sup> October 2023 at 1100 Hrs EAT</b></p> <p>Bidders <b><i>“shall”</i></b> have the option of submitting their Bids electronically.</p> <p>The electronic Bidding submission procedures shall be: <b><i>Submission of bids shall strictly be done through the KRA E-Procurement Portal. Prospective bidders should register on KRA’s website; www.kra.go.ke by clicking on “New Supplier Registration” found under the E-Procurement Tab. For assistance on the supplier portal or registration, visit any KRA Procurement Office countrywide or email: <a href="mailto:srmsupport@kra.go.ke">srmsupport@kra.go.ke</a></i></b></p> <p><b><i>Completed bids are to be saved as PDF files named with the relevant tender number and tender description and submitted in the KRA E-procurement Web Portal so as to be received on or before 25<sup>th</sup> October 2023 at 1100 Hrs, EAT. Note: Submission should strictly be done to KRA E-Procurement Portal. Late Bids will be rejected.</i></b></p>
<b>ITB 25.1</b>	<p>The Bid opening shall take place at:  Street Address: HAILE SELASSIE AVENUE, TIMES TOWER BUILDING  Floor/ Room number: 21<sup>ST</sup> FLOOR BOARDROOM  City: NAIROBI  Country: KENYA  Date: <b>25<sup>th</sup> October 2023</b>  Time: 1100hrs EAT</p> <p>The electronic Bid opening procedures shall be: <b>Bids will be opened electronically promptly after closing time and Bidders or bidders’ representatives are welcome to witness the opening on 21<sup>st</sup> Floor Times Tower Building 1100hrs EAT time on 25<sup>th</sup> October 2023.</b></p>

<b>ITB 25.6</b>	Four (4) representatives of the Purchaser conducting Bid opening shall witness the Letter of Bid and Price Schedules. <b>Bids will be opened electronically. The original bid security submitted in the Bid Security Box on the Ground Floor of Times Tower Building will be opened physically</b>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 32.1</b>	The currency that shall be used for Bid evaluation and comparison purposes to convert at the selling exchange rate all Bid prices expressed in various currencies into a single currency is: <b>Kenya Shillings</b> . The source of exchange rate shall be <b>The Central Bank of Kenya (CBK)</b> . The date for the exchange rate shall be the <b>Tender closing date</b> . Exchange rate shall be: <b>CBK Mean Rate</b>
<b>ITB 33.1</b>	A margin of domestic preference <b>shall not</b> apply. If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria
<b>ITB 34.2(a)</b>	Evaluation will be done for the specific lots.
<b>ITB 34.6</b>	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <b>[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]</b> (a) Deviation in Delivery schedule: <b>[NO]</b> (b) Deviation in payment schedule: <b>[NO]</b> (c) the cost of major replacement component, mandatory spare parts, and service: <b>[NO]</b> (d) the availability in the Purchaser’s Country of spare parts and aftersales services for the equipment offered in the Bid <b>[YES- As per Specifications]</b> (e) Life cycle costs: the costs during the life of the goods or equipment <b>[NO]</b> (f) the performance and productivity of the equipment offered; <b>[Yes as per Specifications]</b>
<b>F. Award of Contract</b>	
<b>ITB 42</b>	The maximum percentage by which quantities may be increased is <b>50% for Lot 1 and 100% for Lot 2</b> . The maximum percentage by which quantities may be increased : N/A

<b>ITB 45.1</b>	The successful Bidder <b><i>shall</i></b> submit the Beneficial Ownership Disclosure Form.
<b>ITB 46</b>	The successful bidder(s) shall be required to provide a performance security equivalent to 5% of the contract price within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Purchaser, issued by a reputable bank or financial institution (insurance, bonding or surety company).
<b>ITB 47.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<a href="#">Procurement Regulations for IPF Borrowers</a> (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p><b>For the attention:</b> DEPUTY COMMISSIONER – SUPPLY CHAIN MANAGEMENT</p> <p><b>Title/position:</b> DEPUTY COMMISSIONER – SUPPLY CHAIN MANAGEMENT</p> <p><b>Purchaser:</b> KENYA REVENUE AUTHORITY</p> <p><b>Email address:</b> <a href="mailto:eprocurement@kra.go.ke">eprocurement@kra.go.ke</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li><b>1.</b> the terms of the Bidding Documents; and</li> <li><b>2.</b> the Purchaser’s decision to award the contract.</li> </ol>



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

## **Contents**

<b>1. Margin of Preference (ITB 33)</b> .....	<b>46</b>
<b>2. Evaluation (ITB 34)</b> .....	<b>47</b>
<b>3. Qualification (ITB 37)</b> .....	<b>49</b>

### 1. Margin of Preference (ITB 33)

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's Country for the purpose of Bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Substantially responsive Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in the Purchaser's Country, for which (i) labor, raw materials, and components from within the Purchaser's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Bid submission;
- (b) **Group B:** All other Bids offering Goods manufactured in the Purchaser's Country;
- (c) **Group C:** Bids offering Goods manufactured outside the Purchaser's Country that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the bidding document is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its Bid, but merely in the Purchaser's reclassification of the Bid into its appropriate Bid group.

The Purchaser will first review the Bids to confirm the appropriateness of, and to modify as necessary, the Bid group classification to which Bidders assigned their Bids in preparing their Bid Forms and Price Schedules.

The Bids in each group will then be compared to determine the Bid with the lowest evaluated cost in that group. The lowest evaluated cost Bid from each group shall then be compared with each other and if as a result of this comparison a Bid from Group A or Group B is the lowest, it shall be selected for the award.

If as a result of the preceding comparison, a Bid from Group C is the lowest evaluated cost, all Bids from Group C shall be further compared with the Bid with the lowest evaluated cost from Group A after adding to the evaluated costs of goods offered in each Bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Bid price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated cost from Group C shall be selected.

## **Most Advantageous Bid**

The Purchaser shall use the criteria and methodologies listed in Section 2 and 3 below to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

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

## **2. Evaluation (ITB 34)**

### **2.1. Evaluation Criteria (ITB 34.6)**

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.8, one or more of the following factors as specified in ITB 34.2(f) and in BDS referring to ITB 34.6, using the following criteria and methodologies.

- (a) Delivery schedule. (As per Incoterms specified in the BDS)

*The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment of [insert the adjustment factor], will be added, for evaluation purposes only, to the Bid price of Bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of Requirements.*

- (b) Deviation in payment schedule.

- (i) *Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced Bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.*

- (c) Cost of major replacement components, mandatory spare parts, and service. *[insert one of the following]*

- (i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS 16.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Bid, shall be added to the Bid price, for evaluation purposes only.*

- (d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the Bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories if quoted separately, shall be added to the Bid price, for evaluation purposes only.

(e) Life Cycle Costs

If specified in BDS 34.6, an adjustment to take into account the additional life cycle costs for the period specified below, such as the operating and maintenance costs of the Goods, will be added to the Bid price, for evaluation purposes only.

(f) Performance and productivity of the equipment: *[insert one of the following]*

- (i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the goods will be added to the Bid price, for evaluation purposes if specified in the BDS 34.6. The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Bid below the norm of 100, using the methodology specified below.

(g) Specific additional criteria

*[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS 34.6]*

## **2.2. Multiple Contracts (ITB 34.4)**

If in accordance with ITB 1.1, Bids are invited for individual lots or for any combination of lots, the contract will be awarded to the Bidder or Bidders offering a substantially responsive Bid(s) and the lowest evaluated cost to the Purchaser for combined lots, after considering all possible combination of lots, subject to the selected Bidder(s) meeting the required qualification criteria (this Section III, Sub-Section ITB 37 Qualification Requirements) for a lot or combination of lots as the case may be.

In determining Bidder or Bidders that offer the total lowest evaluated cost to the Purchaser for combined lots, the Purchaser shall apply the following steps in sequence:

- (a) evaluate individual lots to determine the substantially responsive Bids and corresponding evaluated costs;
- (b) for each lot, rank the substantially responsive Bids starting from the lowest evaluated cost for the lot;
- (c) apply to the evaluated costs listed in b) above, any applicable discounts/price reductions offered by a Bidder (s) for the award of multiple contracts based on the discounts and the methodology for their application offered by the respective Bidder; and
- (d) determine contract award on the basis of the combination of lots that offer the total lowest evaluated cost to the Purchaser.



### 2.3. Alternative Bids (ITB 13.1) – Not allowed

*An alternative if permitted under ITB 13.1, will be evaluated as follows:*

*[insert one of the following]*

“A Bidder may submit an alternative Bid only with a Bid for the base case. The Purchaser shall only consider the alternative Bids offered by the Bidder whose Bid for the base case was determined to be the Most Advantageous Bid.”

**or**

“A Bidder may submit an alternative Bid with or without a Bid for the base case. The Purchaser shall consider Bids offered for alternatives as specified in the Technical Specifications of Section VII, Schedule of Requirements. All Bids received, for the base case, as well as alternative Bids meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITB 34.”

### 3. Qualification (ITB 37)

#### 3.1 Qualification Criteria (ITB 37.1)

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with ITB 34, and, if applicable, the assessment of any Abnormally Low Bid (in accordance with ITB 36) the Purchaser **shall carry out the post-qualification of the Bidder in accordance with ITB 37**, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

S/no	Qualification Criteria
a)	<b>Financial Capability:</b> The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): Audited financial statements reported within the last three (3) years (2020, 2021, and 2022) to demonstrate an average annual turnover of at least Kenya Shillings (Kshs.) 10 Million for each Lot within the last three (3) years.
b)	<b>Specific Experience:</b> The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): <b>Reference letters/contracts/LPOs/ as evidence of having supplied, similar items in the last 5 years from at least three (3) major clients.</b> <i>Note: Award letters shall not be accepted.</i>
c)	<b>Documentary Evidence:</b> The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: <b>Manufacturers’ Brochures containing technical data for all products quoted to show compliance with technical requirements.</b>
d)	<b>Manufacturing experience and Technical Capacity:</b> For the items under the Contract that the bidder is a manufacturer, the Bidder shall furnish documentary evidence to demonstrate that: (i) it has manufactured goods of similar nature and complexity for at least five (5) years, prior to the bid submission deadline; and Section III – Evaluation and

S/no	Qualification Criteria
	Qualification Criteria 44 ii. its annual production capacity of goods of similar nature and complexity for each of the last three (3) years prior to the bid submission deadline, is at least three times the quantities specified under the contract.
e)	<p><b>Manufacturer’s authorization:</b> A Bidder <u>who does not manufacture an item/s where a manufacturer authorization is required in accordance with BDS ITB 17.2 (a)</u>, the Bidder shall provide evidence of being duly authorized by a manufacturer (Manufacturer’s Authorization Form, Section IV, Bidding Forms), meeting the criteria in (d) (i) and (ii) above, to supply the Goods;</p> <p><b>Note: The bidder shall provide the contact information of the Manufacturer.</b></p>

**Notes to bidders:**

At the time of Contract Award, the Bidder (including each subcontractor proposed by the Bidder) shall not be subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.

# Section IV - Bidding Forms

## Table of Forms

<b>Letter of Bid .....</b>	<b>52</b>
<b>Bidder Information Form.....</b>	<b>55</b>
<b>Bidder’s JV Members Information Form .....</b>	<b>56</b>
<b>Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration .....</b>	<b>57</b>
<b>Price Schedule: Goods Manufactured Outside the Purchaser’s Country, to be Imported.....</b>	<b>59</b>
<b>Price Schedule: Goods Manufactured Outside the Purchaser’s Country, already imported* .....</b>	<b>60</b>
<b>Price Schedule: Goods Manufactured in the Purchaser’s Country.....</b>	<b>61</b>
<b>Price and Completion Schedule - Related Services.....</b>	<b>62</b>
<b>Form of Bid Security .....</b>	<b>63</b>
<b>Form of Bid Security (Bid Bond).....</b>	<b>65</b>
<b>Form of Bid-Securing Declaration .....</b>	<b>67</b>
<b>Manufacturer’s Authorization .....</b>	<b>68</b>

## 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.:** KE-KRA-379357-GO-RFB

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

**Alternative No.:** N/A

**To:** *[insert complete name of Purchaser]*

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

We, including 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, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]

- (e) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (f) **Bid Price:** The total price of our Bid, exclusive of VAT, and any discounts offered in item (f) below is:

Lot No.	Lot Description	Quantity	Unit Cost	Total Cost
Lot 1	Supply and Delivery of Pick Up double Cabin exclusive of VAT	2		
	TOTAL COST FOR LOT 1 (exclusive of VAT)			
Lot 2	Supply and Delivery of Heavy Duty passenger vehicle - (exclusive of VAT)	1		
	TOTAL COST FOR LOT 2 ( exclusive of VAT)			
Lot 3	Supply and Delivery of an Executive Minibus- (exclusive of VAT )	1		
	TOTAL COST FOR LOT 3 ( exclusive of VAT)			
<b>GRAND TOTAL FOR LOT 1 , LOT 2 &amp; lot 3 exclusive of VAT</b>				

- (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 ITP 18.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (i) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (j) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, 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 Purchaser'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, 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) **Purchaser Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (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.

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

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

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

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

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

\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

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

## Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[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]*

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

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the Purchaser</li> </ul>
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

## Bidder's JV Members Information Form-

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].*

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

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

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

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

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.  <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</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

<b>SEA and/or SH Declaration in accordance with Section III, Qualification Criteria, and Requirements</b>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.</p>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>

## Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

### Price Schedule: Goods Manufactured Outside the Purchaser’s Country, to be Imported

(Group C Bids, goods to be imported)							Date: _____	
Currencies in accordance with ITB 15							RFB No: _____	
							Alternative No: _____	
							Page N° _____ of _____	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
	Supply and Delivery of Two (2) pick up double cabin							
	Supply and Delivery of one (1) heavy duty passenger vehicle							
	Supply and Delivery of one (1) Executive minibus							
							Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

**Price Schedule: Goods Manufactured Outside the Purchaser’s Country, already imported\***

(Group C Bids, Goods already imported)										Date: _____	
Currencies in accordance with ITB 15										RFB No: _____	
										Alternative No: _____	
										Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(e)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.8 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv)	Total Price per line item (Col. 9+10)
	Supply and Delivery of Two (2) pick up double cabin										
	Supply and Delivery of one (1) heavy duty passenger vehicle										
	Supply and Delivery of one (1) Executive minibus										
										Total Bid Price	

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

\* [For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be

## Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____ (Group A and B Bids) Currencies in accordance with ITB 15								Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
	Supply and Delivery of Two (2) pick up double cabin								
	Supply and Delivery of one (1) heavy duty passenger vehicle								
	Supply and Delivery of one (1) Executive minibus								
<b>Total Price</b>									

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

## Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15						Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service ]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
<b>Total Bid Price</b>						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

## Form of Bid Security

### (Bank Guarantee)

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**RFB No.:** *[Purchaser to insert reference number for the Request for Bids]*

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

**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 \_\_\_\_\_ under Request for Bids No. \_\_\_\_\_ ("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 \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's 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 thereof provided by the Applicant has failed to: (i) sign the contract agreement, or (ii) furnish the

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

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

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

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*[Signature(s)]*

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

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## Form of Bid Security (Bid Bond)

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

BOND NO. \_\_\_\_\_

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

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for the supply of *[name of Contract]* (hereinafter called the “Bid”).

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

- (a) withdraws its Bid prior to the Bid validity expiry date set forth in the Principal’s Letter of Bid, or any extended date provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant has failed to: (i) execute the Contract agreement; or (ii) furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

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

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

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<sup>1</sup> The amount of the Bond shall be denominated in the currency of the Purchaser’s Country or the equivalent amount in a freely convertible currency.

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

Principal: \_\_\_\_\_

Surety:

\_\_\_\_\_  
Corporate Seal (where appropriate)

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

\_\_\_\_\_  
*(Signature)*  
*(Printed name and title)*

## Form of Bid-Securing Declaration

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

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

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

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

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time specified in Section II – Bid Data Sheet, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Purchaser prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiry date of the Bid validity.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

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

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

\_\_\_\_\_, \_\_\_\_\_

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

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

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*

## Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its Bid, if so indicated in the **BDS**.]*

Date: *[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: *[Kenya Revenue Authority]*

### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 14 of the General Conditions of Contract.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

# Section V - Eligible Countries

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

In reference to ITB 4.8 and ITB 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 ITB 5.1: NONE

Under ITB 4.8(b) and ITB 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;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
  - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service

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

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



providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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



## **PART 2 – Supply Requirements**

# **Section VII - Schedule of Requirements**

## **Contents**

<b>1. List of Goods and Delivery Schedule.....</b>	<b>78</b>
<b>2. List of Related Services and Completion Schedule .....</b>	<b>79</b>
<b>3. Technical Specifications .....</b>	<b>80</b>
<b>4. Drawings .....</b>	<b>97</b>
<b>5. Inspections and Tests .....</b>	<b>98</b>

## Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding document by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 42.1.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Bidder’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

## 1. List of Goods and Delivery Schedule

*[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]*

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder’s offered Delivery date [to be provided by the Bidder]
<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days following the date of effectiveness of the Contract]</i>	<i>[insert the number of days following the date of effectiveness of the Contract]</i>	<i>[insert the number of days following the date of effectiveness of the Contract]</i>
1	Supply and Delivery of Pick up Double Cabin	2	Per piece	KISM towers Ngong Road at PPRA’s offices	30 days	90 days	
2	Supply and Delivery of Heavy Duty Passenger Vehicle	1	Per piece		30 days	90 days	
3	Supply and Delivery of an Executive Minibus	1	Per piece		30 days	90 days	

## 2. List of Related Services and Completion Schedule

*[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]*

<b>Service</b>	<b>Description of Service</b>	<b>Quantity<sup>1</sup></b>	<b>Physical Unit</b>	<b>Place where Services shall be performed</b>	<b>Final Completion Date(s) of Services</b>
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>
	<p><b>Inspection</b>            The vendor must ensure the vehicle is inspected and accepted by the Chief Mechanical Engineer.</p> <p>The vendor will be required to submit an Inspection Certificate</p>				
	<p><b>Registration</b>            The vendor to ensure the vehicle is registered with a Blue Registration Number Plate (Parastatal) Registered in the name of the Beneficiary (PPRA)</p> <p>The vendor is required to submit the original logbook to the Beneficiary (PPRA)</p>				

1. If applicable

### 3. Technical Specifications for Lot 1, Lot 2 & Lot 3

**Summary of Technical Specifications-** the Goods and Related Services shall comply with following Technical Specifications and Standards:

**Detailed Technical Specifications and Standards.** The Detailed Service Specifications/Particulars are as detailed below.

Instructions to Bidders

- Bidders will be required to **meet the minimum technical specifications** provided the technical evaluation to proceed to the next evaluation stage.
- Bidders **MUST** attach relevant information and documentary evidence (brochures) as a support to each requirement.

#### Minimum Specifications

##### LOT 1 – SUPPLY AND DELIVERY OF PICK UP DOUBLE CABIN 4X4

	SPECIFICATION	REQUIREMENT	BIDDERS RESPONSE
	MAKE	-	_____
	MODEL	-	_____
	COUNTRY OF ORIGIN	-	_____
	MANUFACTURER'S LITERATURE, AUTHORITY AND SPECIFICATIONS SUPPLIED	Yes(Mandatory)	_____(Y/N)
<b>1.</b>	<b>GENERAL</b>		
a)	A Standard production, 4x4, double cab pick-up vehicle of latest design, in robust construction, of proven performance and in current production .	Yes(Mandatory)	_____(Y/N)
b)	Supplied new.	Yes	_____(Y/N)
c)	Designed to export specifications, capable of operating in tropical conditions.	Yes	_____(Y/N)
d)	Most suitable for operating on both "on and off" road conditions.	Yes	_____(Y/N)
e)	Most suitable for personnel and cargo transportation.	Yes	_____(Y/N)
<b>2.</b>	<b>DIMENSIONS, WEIGHTS AND PERFORMANCE</b>		
a)	Overall length, approx.	5,000mm	_____mm
b)	Overall width, approx.	1,700mm	_____mm
c)	Overall height, approx.	1,800mm	_____mm



	<b>SPECIFICATION</b>	<b>REQUIREMENT</b>	<b>BIDDERS RESPONSE</b>
d)	Wheelbase, approx.	3,000mm	_____mm
e)	Ground Clearance, min.	220 mm	_____mm
f)	Max. G.V.W, approx.	2,700	_____Kg
g)	Kerb weight, approx.	1,800	_____Kg
h)	Turning radius, approx.	6,500mm	_____mm
<b>3.</b>	<b>ENGINE</b>		
a)	Make	-	_____
b)	Model	-	_____
c)	Country of origin	-	_____
d)	Engine performance curves supplied.	Yes mandatory	_____ (Y/N)
e)	Engine type, Diesel, 4 stroke, Water cooled.	Yes	_____ (Y/N)
f)	Piston displacement, range.	2700 - 3200cc	_____cc
g)	Number of cylinders.	4	_____No.
h)	Maximum power output / rpm, min.	100Kw /4000rpm	_____Kw _____rpm
i)	Maximum torque developed /rpm, min.	300Nm/2400 rpm	_____Nm _____rpm
j)	Engine aspiration, turbocharged mandatory	specify	_____
k)	Air filter, disposable/oil bath	specify	_____
l)	Oil and fuel filter	Disposable	_____
m)	Average fuel consumption (on full load) at a) Urban driving b) Steady 50Km/h c) Steady 80Km/h	specify	_____km/l _____km/l _____km/l
n)	Fuel tank capacity, min.	70Lt	_____Lt
<b>4.</b>	<b>CLUTCH AND TRANSMISSION</b>		
a)	Manual Transmission	Yes mandatory	_____ (Y/N)
b)	Hydraulic, clutch actuation	Yes	_____ (Y/N)
c)	Manual, synchromesh gearbox	Yes, Yes	_____ (Y/N)
d)	Total speeds, min	5F/1R	_____ (Y/N)
e)	With limited slip differential	Yes mandatory	_____ (Y/N)
<b>5.</b>	<b>BRAKES AND TYRES</b>		

	<b>SPECIFICATION</b>	<b>REQUIREMENT</b>	<b>BIDDERS RESPONSE</b>
a)	Assisted hydraulic, dual brake system.	Yes	_____(Y/N)
b)	Drum or disc brake	specify front specify rear	_____ _____
c)	Mechanical parking brake, to act on transmission or rear wheels	Yes, specify	_____
d)	Locally available All terrain tires-to be confirmed before delivery	Yes mandatory	_____(Y/N)
e)	Optimum tire size	Specify	_____
<b>6.</b>	<b>SUSPENSION AND STEERING</b>		
a)	Front and rear suspension, independent, with telescopic dampers.	specify front rear	_____ _____
b)	Assisted steering	Yes	_____(Y/N)
c)	Right Hand Drive steering.	Yes	_____(Y/N)
<b>7.</b>	<b>PICK - UP BODY</b>		
a)	Roomy cab to seat 5 adults comfortably including driver, driver's seat adjustable in the first row.	Yes	_____(Y/N)
b)	Adjustable seats for two with safety (seat) belts provided, first row, fitted with safety belts conforming to KEBS 06-664: 1985 standard.	Yes, Yes, Yes	_____(Y/N)
c)	Second row to seat 3 adults comfortably, fitted with safety belts conforming to KEBS 06-664: 1985 standard.	Yes	_____(Y/N)
e)	Fitted with leather upholstery.	Yes, Mandatory	_____(Y/N)
d)	Robust body with secure lower hinged tailgate	Yes	_____(Y/N)
e)	Rear pick up body to have a heavy duty roll cover and locking /closing system.	Yes, Mandatory	_____(Y/N)
f)	Fitted with side steps and side protection	Yes, Mandatory	_____(Y/N)
g)	Fitted with rear light guards	Yes, Mandatory	_____(Y/N)
<b>8.</b>	<b>BODY AND FINISH</b>		
a)	All exterior body panels made non-corrosive, and all external steel fitting to be galvanised or painted.	Yes	_____(Y/N)
b)	Anti-rust compound applied to under body for sea side operation.	Yes	_____(Y/N)
c)	Body finish, high gloss colour, branding and signage (to be specified by user)	Yes, Mandatory	_____(Y/N)
e)	Executive interior finish.	Yes, Mandatory	_____(Y/N)

	<b>SPECIFICATION</b>	<b>REQUIREMENT</b>	<b>BIDDERS RESPONSE</b>
<b>9.</b>	<b>ELECTRICAL SYSTEM AND INSTRUMENTS</b>		
a)	System voltage, negative earth, with alternator charging	12V, Yes, Yes	_____
b)	Battery capacity.	specify	_____
c)	Full lighting to conform to Cap 403 Subs.23-Kenya Traffic Act.	Yes	_____ (Y/N)
d)	Standard instruments and gauges (or warning lights) for charging circuit, oil pressure, coolant temperature etc	Yes	_____ (Y/N)
<b>10.</b>	<b>EQUIPMENT</b>		
a)	Sunvisors supplied, 2 no.	Yes	_____ (Y/N)
b)	Rear view mirrors supplied 2No. external, 1no. internal	Yes	_____ (Y/N)
c)	Radio plus CD player/flashdisc /blue tooth/equivalent system fitted	Yes (Mandatory)	_____ (Y/N)
d)	Spare wheel and external carrier fitted.	Yes	_____ (Y/N)
e)	Manufacturer's standard tools, supplied.	Yes (Mandatory)	_____ (Y/N)
f)	Hydraulic jack and wheel brace supplied.	Yes (Mandatory)	_____ (Y/N)
g)	Fitted with air conditioning system	Yes (Mandatory)	_____ (Y/N)
h)	Fitted with front airbags	Yes (Mandatory)	_____ (Y/N)
i)	With Central Locking system	Yes	_____ (Y/N)
j)	Fitted with heavy duty wind breakers-to be confirmed before delivery	Yes (Mandatory)	_____ (Y/N)
k)	Suitable tracking system using GPS /GSM/satellite complete with live online vehicle tracking, location, driver behaviour, repair, maintenance schedules etc. to be fitted by supplier, who will give access to client officers via internet/GSM etc. as required, at no cost to the client. Any other item necessary for operation of this system to be provided and fitted	Yes, Mandatory	_____ (Y/N)
l)	Safety systems such as pre-collision, driver assist system such as crawl, multi-terrain select, high and low gear select	Yes, Mandatory Give details and attach evidence	_____ (Y/N) -----
m)	Cruise control	Yes, Mandatory	_____ (Y/N)
n)	Manufacturer's standard tools, first aid kit, safety triangles and firefighting equipment supplied.	Yes mandatory	_____ (Y/N)
<b>11.</b>	<b>WARRANTY</b>		
a)	Each vehicle supplied should carry a statement of warranty.	Yes (Mandatory)	_____ (Y/N)
b)	Vehicle warranty min., 100,000 Km or 12 Months whichever occurs first.	specify	_____ Km _____ mths

	<b>SPECIFICATION</b>	<b>REQUIREMENT</b>	<b>BIDDERS RESPONSE</b>
<b>12.</b>	<b>MANUALS</b>		
a)	All literature in English language	Yes	_____(Y/N)
b)	Owner's manual, driver's handbook and service schedule supplied.	1 per vehicle	_____(Y/N)
<b>13.</b>	<b>OTHER REQUIREMENT</b>		
a)	Vehicle to be registered with the N.T.S.A.	Yes (Mandatory)	_____(Y/N)
b)	Vehicle to be inspected by the Chief Engineer - Mechanical prior to delivery to the user.	Yes	_____(Y/N)
c)	Firm's Status: (Franchise holder/ Dealer/Agent)	Specify	
d)	Availability of spare parts	Indicate motor vehicle dealers who stock spare parts.	
e)	Indicate names and physical addresses of dealers/agents where back-up service can be obtained.	Specify	
f)	Body construction and all fitments to conform to CAP 403 Kenya Traffic Act.	Yes (Mandatory)	_____(Y/N)

**MINIMUM SPECIFICATIONS****Lot 2: SUPPLY AND DELIVERY OF HEAVY DUTY UTILITY PASSENGER VEHICLE**

<b>TENDERER'S Column to be completed by tenderer</b>			
	<b>SPECIFICATION</b>	<b>REQUIRED</b>	<b>BIDDERS RESPONSE</b>
	Make	-	
	Model	-	
	Country of origin	-	
	Manufacturer's literature, authority and specifications supplied.	Yes, mandatory	------(Y/N)
<b>1.</b>	<b>GENERAL</b>		
a)	A standard production, 4x4 Diesel Utility vehicle Station wagon of latest design in the class, robust construction in current production.	Yes, Yes, Yes	------(Y/N)
b)	Supplied new.	Yes	------(Y/N)
c)	Designed to heavy duty specifications, capable of operating in tropical conditions in extremes of mud, heat and dust.	Yes, Yes	------(Y/N)
d)	Most suitable for operating on both "on and off" road conditions.	Yes	------(Y/N)
e)	Most suitable for personnel transportation and with luxury/ executive interior.	Yes	------(Y/N)
<b>2.</b>	<b>DIMENSIONS, WEIGHTS AND PERFORMANCE</b>		
a)	Overall length min.	4,800 mm	-----mm
b)	Overall width approx.	1,800mm	-----mm
c)	Overall height, approx.	1,800 mm	-----mm
d)	Wheelbase approx.	2,800 mm	-----mm
e)	Ground clearance, min.	210 mm	-----mm
f)	Max. G.V.W approx..	3,000 kg	-----Kg
g)	Kerb weight approx.	2,000kg	-----Kg
h)	Payload min.	700 kg	-----Kg
i)	Max. gradient, min.	0.6	-----
j)	Wading depth, min.	400mm	-----mm
<b>3.</b>	<b>ENGINE</b>		
a)	Make	-	
b)	Model	-	

<b>TENDERER'S Column to be completed by tenderer</b>			
	<b>SPECIFICATION</b>	<b>REQUIRED</b>	<b>BIDDERS RESPONSE</b>
c)	Country of origin	-	
d)	Engine performance curves supplied.	Yes	------(Y/N)
e)	Engine type Diesel, 4 Stroke.	Yes, Yes	------(Y/N)
f)	Engine cooling system, water.	Yes	------(Y/N)
g)	Piston displacement range.	2700-3000cc	-----cc
h)	Number of cylinders.	SPECIFY	
i)	Maximum power output, (Kw/ rpm), min.	120Kw/4000rpm	-----KW/rpm
j)	Maximum torque developed, (NM/ rpm), min.	350NM/2000rpm	-----NM/rpm
k)	Air filter, disposable/oil bath	specify	
l)	Oil and fuel filter type.	disposable	
m)	Average fuel consumption (on full load) at a) Urban driving, min.	specify	-----Km/l
	b) Steady 50 Km/h, min.	specify	-----Km/l
	c) Steady 80 Km/h, min.	specify	-----Km/l
n)	Fuel tank capacity, min.	80 Lt	-----Lt
o)	Extra fuel tank.	specify	-----
<b>4.</b>	<b><u>CLUTCH AND TRANSMISSION</u></b>		
a)	Automatic / manual transmission	specify	-----
b)	Transmission speeds	5 speed	speed
c)	With selector from 2WD to 4WD.	specify	-----
d)	LSD /diff lock provided.	Yes specify	------(Y/N) -----
<b>5.</b>	<b><u>BRAKES AND TYRES</u></b>		
a)	Assisted hydraulic, dual brake system.	Yes, Yes	----- (Y/N)
b)	Brakes, disc at front or all round	specify front Rear	
c)	Mechanical Parking brake, to act on transmission or rear wheels	Yes specify	------(Y/N)
d)	Tyre locally available.	Yes	------(Y/N)
e)	Optimum tyre size.	Specify size	

<b>TENDERER'S Column to be completed by tenderer</b>			
	<b>SPECIFICATION</b>	<b>REQUIRED</b>	<b>BIDDERS RESPONSE</b>
f)	ABS brake system	Yes, Mandatory	------(Y/N)
<b>6.</b>	<b>SUSPENSION AND STEERING</b>		
a)	Independent Heavy duty front and rear suspension.	Yes	------(Y/N)
b)	Heavy duty leaf or coil springs with telescopic dampers.	specify front, rear	
c)	Assisted and adjustable steering.	Yes, Mandatory	------(Y/N)
d)	Right hand drive steering.	Yes	------(Y/N)
<b>7.</b>	<b>STATION WAGON</b>		
a)	4 No. side doors and rear side-swing door station wagon.	Yes	------(Y/N)
b)	To seat at least 7 adults (including driver) all front facing comfortably.	Yes	------(Y/N)
c)	To be fitted with adequate winding/sliding windows for good ventilation and wide view.	Yes	------(Y/N)
<b>8.</b>	<b>BODY AND FINISH</b>		
a)	All exterior body panels made non-corrosive and all external steel fitting to be galvanized or painted.	Yes, Yes	------(Y/N)
b)	Anti-rust compound applied to under body for sea side operation.	Yes specify compound	------(Y/N)
c)	Body finish, user to choose final colour, branding and signage	Yes, Mandatory	_____(Y/N)
d)	Fitted with reclining and adjustable driver and passenger seats .	Yes	------(Y/N)
e)	Upholstery-leather	Yes, Mandatory	_____(Y/N)
<b>9.</b>	<b>ELECTRICAL SYSTEM AND INSTRUMENTS</b>		
a)	System voltage, negative earth, with alternator charging.	12V, Yes	------(Y/N)
b)	Battery capacity.	1x12V,70AH	AH
c)	Full lighting to conform to Cap.403 Subs.23 Kenya Traffic Act.	Yes	----- (Y/N)
d)	Standard instruments and gauges , warning lights for charging circuit, oil pressure, coolant temperature etc	Yes, Yes, Yes	----- (Y/N)
e)	Modern fog lights	Yes, Mandatory	_____(Y/N)
<b>10</b>	<b>EQUIPMENT</b>		
a)	Heavy duty front fender fitted.	Yes	------(Y/N)
b)	Heavy duty hooks at rear and front.	Yes	------(Y/N)
c)	Sunvisors supplied.	Yes	------(Y/N)

<b>TENDERER'S Column to be completed by tenderer</b>			
	<b>SPECIFICATION</b>	<b>REQUIRED</b>	<b>BIDDERS RESPONSE</b>
d)	Rear view mirrors-electrically adjustable, external 2 No. and inside 1 No. supplied.	Yes, Yes mandatory	------(Y/N)
e)	Spare wheel, full size, mounted on the boot door	Yes, Mandatory	_____(Y/N)
f)	Hydraulic jack and wheel brace supplied.	Yes, Yes	------(Y/N)
g)	Safety belts provided for all forward facing seats conforming to KEBS 06-664: 1985 standard.	Yes	------(Y/N)
h)	Extra heavy duty suspension - ie 2 double action shock absorbers at rear and front respectively.	Yes	------(Y/N)
i)	Modern radio with several speakers complete with FM, AM/DVD /flash disc/SD card/ blue tooth system.	Specify make and model	----- ----- --
j)	Security alarm and immobilizer fitted.	Yes, Mandatory	_____(Y/N)
k)	Side steps	Yes, Mandatory	_____(Y/N)
l)	Manufacturer's standard tool kit supplied.	1 per vehicle	_____(Y/N)
m)	Manufacturer's standard tools, first aid kit, safety triangles and firefighting equipment supplied.	Yes mandatory	_____(Y/N)
n)	Any other equipment.	Specify	----- -----
<b>11</b>	<b>OTHER ITEMS/EQUIPMENT</b>		
a)	Keyless entry.	Yes, Mandatory	_____(Y/N)
b)	Roof rails/rear spoiler fitted.	Yes, Mandatory	_____(Y/N)
c)	Heated front and second row seats, leather covered.	Yes, Mandatory	_____(Y/N)
d)	Air conditioner with front and rear control	Yes, Mandatory	_____(Y/N)
e)	Cruise control	Yes, Mandatory	_____(Y/N)
f)	Air bags , front & rear including curtain shield	Yes, Mandatory	_____(Y/N)
g)	Reverse camera	Yes, Mandatory	_____(Y/N)
h)	Centre console	Yes, Mandatory	_____(Y/N)
i)	Safety systems such as pre-collision, driver assist system such as crawl, multi-terrain selects, high and low gear select	Yes, Mandatory Give details and attach evidence	_____(Y/N) -----
<b>12</b>	<b>WARRANTY</b>		
a)	Specimen of vehicle warranty to be submitted when	Yes	------(Y/N)



<b>TENDERER'S Column to be completed by tenderer</b>			
	<b>SPECIFICATION</b>	<b>REQUIRED</b>	<b>BIDDERS RESPONSE</b>
	tendering.		
b)	Each vehicle supplied to carry a statement of warranty.	Yes, Mandatory	_____ (Y/N)
c)	Warranty duration min., 12 Months or 100,000 Km whichever occurs first.	specify	----- Months -----Km
<b>13</b>	<b>MANUALS</b>		
a)	All literature in English language	Yes	_____ (Y/N)
b)	Drivers handbook, owner's manual and service schedule supplied.	1 per vehicle	----- (Y/N)
<b>14</b>	<b>OTHER REQUIREMENT</b>		
a)	Body construction and all fitments to conform to CAP 403 Kenya Traffic Act.	Yes, Mandatory	_____ (Y/N)
b)	Vehicle to be registered with the N.T.S.A	Yes, Mandatory	_____ (Y/N)
c)	Vehicle to be inspected by the Chief Engineer (Mechanical), Ministry of Roads and Transport, for compliance with the specification prior to delivery to the user.	Yes, Mandatory	_____ (Y/N)
d)	Franchise holder (representative in Kenya) If not, specify relationship with the Franchise holder	Yes Specify whether agent/dealer	_____ (Y/N) -----
e)	Availability of spare parts.	Indicate motor vehicle dealers who stock spare parts.	----- ----- -----
f)	Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshop facilities.	Specify	----- ----- -----
g)	Firm to offer local training services for the drivers on daily maintenance checks and operation of the vehicle for a minimum of two days.	Yes specify number of days.	_____ (Y/N) -----days

**LOT 3 : SUPPLY AND DELIVERY OF AN EXECUTIVE MINIBUS**

	<b>SPECIFICATION</b>	<b>REQUIREMENT</b>	<b>BIDDERS RESPONSE</b>
	MAKE	-	
	MODEL	-	
	COUNTRY OF ORIGIN	-	
	MANUFACTURER'S LITERATURE, AUTHORITY AND SPECIFICATIONS SUPPLIED	Yes (Mandatory)	_____ (Y/N)
<b>1.</b>	<b>GENERAL</b>		
a)	A Standard production, executive, mini bus, 25-30 passengers, of latest design, in current production, of proven performance.	Yes, Yes, Yes	_____ (Y/N)
b)	Supplied new.	Yes	_____ (Y/N)
c)	Designed to medium duty export specifications, suitable of operating in tropical conditions	Yes, Yes	_____ (Y/N)
d)	Suitable for passenger transportation over paved and un-paved (rough) roads.	Yes	_____ (Y/N)
e)	To seat 25-30 adult passengers comfortably.	Yes	_____ (Y/N)
f)	To be built and furnished as an executive minibuss	Yes (Mandatory)	_____ (Y/N)
g)	Bus to be built on a standard bus chassis	Yes	----- (Y/N)
<b>2.</b>	<b>DIMENSIONS AND WEIGHTS</b>		
a)	Overall length, min.	7,000mm	----- mm
b)	Overall width, min.	2,200mm	----- mm
c)	Overall height, min.	2,700mm	----- mm
d)	Wheelbase, approx.	4,000mm	----- mm
e)	Min. G.V.W,	8,000Kg	----- kg
f)	Kerb weight (without body), min.	2,400Kg	-----kg
g)	Passenger room height, min.	1,700mm	-----mm
<b>3.</b>	<b>ENGINE</b>		
a)	Make	-	
b)	Model	-	
c)	Country of origin	-	
d)	Engine performance curves supplied.	Yes	_____ (Y/N)
e)	Engine type, Diesel	Yes	_____ (Y/N)

	<b>SPECIFICATION</b>	<b>REQUIREMENT</b>	<b>BIDDERS RESPONSE</b>
f)	4 Stroke, water cooled.	Yes, Yes	_____ (Y/N)
g)	Piston displacement , range.	2,900-6,000cc	----- cc
h)	Number of cylinders, min	4	----- no.
i)	Maximum power output, (KW/rpm), min.	80 Kw/ 3,000rpm	----- (KW /rpm)
j)	Maximum torque developed, (NM/rpm), min.	280Nm/1,800rpm	----- Nm rpm
k)	Air filter, disposable/oil bath	specify	-----
l)	Oil and fuel filter type	Disposable	-----
m)	Average fuel consumption (on full load) at:		
	a) Urban driving	specify	----- Km/l
	b) Steady 50Km/h	specify	Km/l
	c) Steady 80Km/h	specify	Km/l
n)	Fuel tank capacity, min.	60Lt	Lt
<b>4.</b>	<b>CLUTCH AND TRANSMISSION</b>		
a)	Clutch, coil spring type, dry single plate,	specify	_____
b)	All synchromesh gearbox.	Yes	_____ (Y/N)
c)	Gear speeds, min	5F,1R	
d)	Drive configuration.	4x2	
<b>5.</b>	<b>BRAKES AND TYRES</b>		
a)	Brakes, hydraulic / pneumatic actuation.	specify	_____
b)	Mechanical parking brake, to act on rear wheels	Yes	_____ (Y/N)
c)	Locally available single purpose tires	Yes	_____ (Y/N)
d)	Optimum tire size	specify	
<b>6.</b>	<b>SUSPENSION AND STEERING</b>		
a)	Independent, heavy duty front and rear suspension	Yes, Yes	_____ (Y/N)
b)	Heavy duty leaf and coil springs with hydraulic (telescopic) shock absorbers.	specify, front, rear,	
c)	Assisted steering	Yes, mandatory	_____ (Y/N)
d)	Right Hand drive steering	Yes, mandatory	_____ (Y/N)
<b>7.</b>	<b>ELECTRICAL SYSTEM AND INSTRUMENTS</b>		
a)	System voltage, negative earth, with alternator charging	24V, Yes, Yes	_____ (Y/N)

	<b>SPECIFICATION</b>	<b>REQUIREMENT</b>	<b>BIDDERS RESPONSE</b>
b)	Battery capacity, approx.	Specify	_____ AH
c)	Full lighting to conform to Cap 403 Subs.23-Kenya Traffic Act.	Yes	_____ (Y/N)
d)	Standard instruments and gauges (or warning lights) for charging circuit, oil pressure, coolant temperature etc.	Yes	_____ (Y/N)
8.	<b>EQUIPMENT (ACCESSORIES) ETC</b>		
a)	Vehicle to be fitted with electronic speed governor	Mandatory	_____ (Y/N)
b)	Governor to limit maximum speed to 80km/hr	Mandatory	_____ (Y/N)
c)	Governor to be tamper proof	Mandatory	_____ (Y/N)
d)	Governor to be inspected by CM&TE before Delivery.	Mandatory	_____ (Y/N)
e)	Heavy duty front fender, fitted	Yes	_____ (Y/N)
f)	Jack, wheel brace and manufacturer's standard tools, supplied.	Yes	_____ (Y/N)
g)	Sun visors supplied 2no.	Yes	_____ (Y/N)
h)	Rear view mirrors supplied 2no. external, 1no. internal.	Yes	_____ (Y/N)
i)	FM, MW, SW radio fitted.	Yes	_____ (Y/N)
j)	CD player/SD card fitted.	Yes mandatory	_____ (Y/N)
k)	Suitable 32" video screen, flat type fitted.	Yes mandatory	_____ (Y/N)
l)	Any other equipment supplied	specify	
9	<b>BODY GENERAL</b>		
a)	Manufacturer's specifications and detailed engineering drawings (Showing seating arrangement etc) of body supplied.	Yes(Mandatory)	(Y/N)
b)	Body construction and other fitments to comply with CAP 403- Kenya Traffic Act and KS 372.	Yes(Mandatory)	(Y/N)
c)	All body construction and installation to comply with the chassis manufacturing specifications	Yes(Mandatory)	(Y/N)
d)	To be built on a standard bus chassis	Yes	(Y/N)
10	<b>BODY CONSTRUCTION</b>		
a)	Body to be mounted onto the chassis by equally spaced channel sections convenient for door and wheels.	Yes	----- (Y/N)

	<b>SPECIFICATION</b>	<b>REQUIREMENT</b>	<b>BIDDERS RESPONSE</b>
b)	Cross bearers, mild steel channel section: bolts – M12 min to be used	Dimension: 100mmx50mmx3mm  No. min 5	----- -----
c)	Cross bearers secured to chassis by bolted angle iron sections or other suitable section.	specify	
d)	Driver's cabin to be enclosed / caged to prevent interference from the passengers.	Yes	------(Y/N)
e)	Body side pillars secured to cross bearers by gussets and welding reinforced properly by box sections.	Yes	------(Y/N)
f)	Side pillars of angle iron/mild steel top hat sections, min spacing approximately	40mmx40mmx3mm 1 m apart spacing section.	
g)	Roof sticks to be of box sections and curved to give an internal radius to pilfers , min.	40mmx40mmx3mm/ 220mmx40mmx40mmx3mm radius 300mm	
h)	Roof reinforced by top hat iron longitudinal sections. min No.	3 No.	-----No.
i)	Body to be of double skin construction, 1.2mm and 0.8mm thick, min.	Yes	------(Y/N)
j)	Exterior panels to be of light alloy material while the interior is plywood covered by Formica.	specify material	
k)	Panels to be secured to frame by sealed pop rivets or spot welding or any other acceptable method	specify method	
l)	Floor covered with non-slip chequered alloy plate and mat or equivalent but washable type.	Yes	------(Y/N)
m)	All inspection covers on floor to be close fit secured by locks and of adequate dimensions for access to units for maintenance etc.	Yes	------(Y/N)
n)	Wheel arches made from non-slip mild steel plate lined with noise deadening material.	Yes	------(Y/N)
o)	Continuous up to the roof anti-roll bars (rectangular hollow sections, double 60x40x3mm, welded together/equivalent), 2sets (front and rear) fitted.	Yes (Mandatory)	------(Y/N)
<b>11</b>	<b>BODY, SEATS AND FINISH</b>		
a)	All body work to be protected against corrosion for seaside operation.	Yes	----- (Y/N)
b)	Long lasting upholstery and high quality interior finish.	Specify material.	

	<b>SPECIFICATION</b>	<b>REQUIREMENT</b>	<b>BIDDERS RESPONSE</b>
c)	Roof to be suitable carpet material, sides to be plywood covered with Formica / velvex - user to choose colour	Specify materials	
d)	Seating for 25-30 seats.	Specify	_____
e)	Seats to be executive, reclining high back type, push back with headrests/equivalent	Yes(Mandatory)	_____ (Y/N)
f)	All seats to have safety belts that conform to the KEBS standard No. 06-664 of 1985.	Yes(Mandatory)	_____ (Y/N)
g)	2x2 seating arrangement for passengers with seats bolted to the frame.	Yes(Mandatory)	(Y/N)
h)	Seat spacing between rows, approx.	850mm	mm
i)	Seat width min.	480mm	mm
i)	Chrome plated roof hand rail to run the entire length of bus.	Yes	(Y/N)
k)	One lockable, foldable passenger door towards front opening inwards.	Yes	(Y/N)
l)	Suitable interior roof racks on both sides fitted	Yes(Mandatory)	_____ (Y/N)
m)	Mild steel non-slip chequered steps provided for the passenger door.	Yes	(Y/N)
n)	Lockable driver door to open outwards with suitable non-slip steps provided for easy access	Yes	(Y/N)
o)	One emergency door at the rear with a none-opening glass window.	Yes	(Y/N)
p)	All other windows to be of clear toughened glass.	Yes	(Y/N)
q)	To have suitable window curtains/tint	Yes(Mandatory)	_____ (Y/N)
r)	High gloss finish colour both for internal and external, branding and signage to be specified by the user.	Yes (Mandatory)	(Y/N)
s)	Body under parts and floor to be painted chassis black colour.	Yes	(Y/N)
t)	Engine hood to be heat resistant	Yes	(Y/N)
u)	Fitted with a continuous anti-roll bar /system at front and rear for safety in case of accidents.	Yes(Mandatory) Give details	(Y/N) .....
v)	Adequate fluorescent tube lighting for passenger deck, with switch operated by driver.	Yes	(Y/N)
w)	Courtesy bells/buzzers provided with one switch above each passenger door.	Yes	(Y/N)
x)	Each windscreen piece to have its own wiper.	Yes	(Y/N)
y)	2 No. external and 1 No. internal view mirrors	Yes	(Y/N)

	<b>SPECIFICATION</b>	<b>REQUIREMENT</b>	<b>BIDDERS RESPONSE</b>
	fitted.		
z)	2 No. sun visors fitted	Yes	(Y/N)
zi)	Chevrons and reflectors fitted at rear. Reflective strip and reflectors at front.	Yes, Yes	(Y/N)
zii )	2 No. suitably positioned fire extinguishers and safety triangles supplied.	Yes (Mandatory)	(Y/N)
ziii )	1 No. First aid kit, fully loaded, fitted.	Yes (Mandatory)	(Y/N)
ziv )	Air conditioning system fitted	Yes (Mandatory)	_____ (Y/N)
zv)	To have speakers at several points on the roof.	Yes specify	_____ (Y/N)
12	<b>BODY WARRANTY</b>		
a)	Specimen of vehicle/body warranty to be submitted when tendering.	Yes	(Y/N)
b)	Warranty duration:	Min- 12 Months or 100,000 Km whichever occurs first.	(Y/N)
13	<b>OTHER REQUIREMENT</b>		
a)	Bus to be registered by the N.T.S.A	Yes (Mandatory)	_____ (Y/N)
b)	Bus to bear Institution logo, branding and finish.	Yes (Mandatory)	_____ (Y/N)
c)	Bus will be inspected by the Chief Engineer(Mechanical), Ministry of Roads and Transport, during construction and prior to delivery to the user.	Yes (Mandatory)	_____ (Y/N)
d)	Franchise holder (representative in Kenya).  If not, specify relationship with franchise holder.	Yes  Specify whether agent/dealer	_____ (Y/N)  -----
e)	Availability of spare parts.	Indicate motor vehicle dealers who stock spare parts.	----- ----- ----- -----
f)	Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshops facilities.	Specify	----- ----- ----- -----
g)	Suitable tracking system using GPS	Yes, Mandatory	_____ (Y/N)

	<b>SPECIFICATION</b>	<b>REQUIREMENT</b>	<b>BIDDERS RESPONSE</b>
	/GSM/satellite complete with live online vehicle tracking, location, driver behaviour, repair, maintenance schedules etc. to be fitted by supplier, who will give access to client officers via internet/GSM etc. as required, at no cost to the client. Any other item necessary for operation of this system to be provided and fitted		
h)	Firm to offer local training services for the drivers on daily maintenance checks and operation of the vehicle.	Yes specify number of days.	_____(Y/N) -----days
i)	Body construction and all fitments to conform to CAP 403 Kenya Traffic Act.	Yes (Mandatory)	_____(Y/N)



#### 4. Drawings- N/A

This bidding document includes *[insert “the following” or “no”]* drawings.

*[If documents shall be included, insert the following List of Drawings]*

<b>List of Drawings</b>		
<b>Drawing Nr.</b>	<b>Drawing Name</b>	<b>Purpose</b>
N/A		

## **5. Inspections and Tests**

The following inspections and tests shall be performed:

1. The vendor must ensure the vehicle is inspected and accepted by the Chief Mechanical Engineer. The vendor will be required to submit an Inspection Certificate to the client.

## **PART 3 - Contract**



# Section VIII - General Conditions of Contract

## Table of Clauses

<b>1. Definitions.....</b>	<b>103</b>
<b>2. Contract Documents .....</b>	<b>104</b>
<b>3. Fraud and Corruption.....</b>	<b>104</b>
<b>4. Interpretation.....</b>	<b>104</b>
<b>5. Language .....</b>	<b>105</b>
<b>6. Joint Venture, Consortium or Association .....</b>	<b>106</b>
<b>7. Eligibility .....</b>	<b>106</b>
<b>8. Notices.....</b>	<b>106</b>
<b>9. Governing Law.....</b>	<b>106</b>
<b>10.Settlement of Disputes .....</b>	<b>107</b>
<b>11. Inspections and Audit by the Bank .....</b>	<b>107</b>
<b>12.Scope of Supply.....</b>	<b>108</b>
<b>13.Delivery and Documents .....</b>	<b>108</b>
<b>14.Supplier’s Responsibilities.....</b>	<b>108</b>
<b>15.Contract Price .....</b>	<b>109</b>
<b>16.Terms of Payment.....</b>	<b>109</b>
<b>17.Taxes and Duties.....</b>	<b>110</b>
<b>18.Performance Security .....</b>	<b>110</b>
<b>19.Copyright.....</b>	<b>111</b>
<b>20.Confidential Information .....</b>	<b>111</b>

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<b>21.Subcontracting .....</b>	<b>112</b>
<b>22.Specifications and Standards.....</b>	<b>112</b>
<b>23.Packing and Documents .....</b>	<b>113</b>
<b>24.Insurace .....</b>	<b>113</b>
<b>25.Transportation and Incidental Services .....</b>	<b>113</b>
<b>26.Inspections and Tests .....</b>	<b>114</b>
<b>27.Liquidated Damages .....</b>	<b>115</b>
<b>28.Warranty.....</b>	<b>115</b>
<b>29.Patent Indemnity.....</b>	<b>116</b>
<b>30.Limitation of Liability.....</b>	<b>117</b>
<b>31.Change in Laws and Regulations.....</b>	<b>118</b>
<b>32.Force Majeure .....</b>	<b>118</b>
<b>33.Change Orders and Contract Amendments .....</b>	<b>119</b>
<b>34.Extensions of Time .....</b>	<b>120</b>
<b>35.Termination .....</b>	<b>121</b>
<b>36.Assignment.....</b>	<b>122</b>
<b>37.Export Restriction .....</b>	<b>122</b>

## Section VIII - General Conditions of Contract

- 1. Definitions**
- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) **“Bank”** means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
  - (b) **“Contract”** means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
  - (c) **“Contract Documents”** means the documents listed in the Contract Agreement, including any amendments thereto.
  - (d) **“Contract Price”** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - (e) **“Day”** means calendar day.
  - (f) **“Completion”** means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
  - (g) **“GCC”** means the General Conditions of Contract.
  - (h) **“Goods”** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
  - (i) **“Purchaser’s Country”** is the country specified in the **Special Conditions of Contract (SCC)**.
  - (j) **“Purchaser”** means the entity purchasing the Goods and Related Services, as **specified in the SCC**.
  - (k) **“Related Services”** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

- (l) **“SCC”** means the Special Conditions of Contract.
  - (m) **“Subcontractor”** means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
  - (n) **“Supplier”** means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
  - (o) **“The Project Site,”** where applicable, means the place named in the **SCC**.
- 2. Contract Documents** 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 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 Appendix 1 to the GCC.
- 3.2 The Purchaser requires the Supplier 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.
- 4. Interpretation** 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.
  - (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the



International Chamber of Commerce in Paris, France.

#### 4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

#### 4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of

- interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.
- 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when
- (a) as a matter of law or official regulations, the Borrower’s

country prohibits commercial relations with that country;  
or

- 9.2 (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.

## **10. Settlement of Disputes**

- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC**.

- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

## **11. Inspections and Audit by the Bank**

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

- 11.2 Pursuant to paragraph 2.2 e. of Appendix 1 to the General Conditions the Supplier 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 Supplier's and its Subcontractors' and sub consultants' attention is drawn to Sub-Clause 3.1 (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).

- 12. Scope of Supply** 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Documents** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 14. Supplier's Responsibilities**
- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 14.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.
- 14.3 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.
- 14.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring 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.
- 14.5 The Supplier, 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).
- 14.6 The Supplier, 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.

14.7 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 transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

14.8 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.

14.9 The Supplier shall comply with additional obligations as **specified in the SCC.**

## **15. Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the **SCC.**

## **16. Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

## **17. Taxes and Duties**

17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.

17.2 For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

## **18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

## **19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

## **20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not

previously obtained, directly or indirectly, from the other party; or

- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

## **21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

## **22. Specifications and Standards**

### **22.1 Technical Specifications and Drawings**

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version



of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

**25. Transportation and Incidental Services**

25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied

Goods;

- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

## **26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but

deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

## **27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

## **28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## **29. Patent Indemnity**

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

### **30. Limitation of Liability**

- 30.1 Except in cases of criminal negligence or willful misconduct,
  - (a) the Supplier shall not be liable to the Purchaser,

whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement

**31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change  
Orders and  
Contract  
Amendment**

**S**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 **Value Engineering:** The Supplier 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 costs) the Purchaser

may incur in implementing the value engineering proposal; and

- (c) a description of any effect(s) of the change on performance/functionality.

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

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
- (c) improves the quality, efficiency or sustainability of the Goods; or

- (d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the Facilities.

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

- (a) a reduction of the Contract Price; the amount to be paid to the Supplier 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 Supplier shall be the full increase in the Contract Price.

33.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### **34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of



its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

### **35. Termination** 35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix 1 to the GCC, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### 35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

### 35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any

time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

### **36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

### **37. Export Restriction**

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

# APPENDIX 1

## Fraud and Corruption

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

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

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

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
  - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>5</sup> (ii) to be a nominated<sup>6</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
  - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service

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<sup>5</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>6</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

providers, suppliers, agents personnel, permit the Bank to inspect<sup>7</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>7</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

**APPENDIX 2**  
**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 Supplier, that was not named in the Contract]*

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

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

Contract reference *[insert contract reference]*

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

<b>SEA and/or SH Declaration</b>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.</p>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>
<p>Period of disqualification: From: _____ To: _____</p>

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

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

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

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

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

Countersignature of authorized representative of the Supplier:  
Signature:

\_\_\_\_\_

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

\_\_\_\_\_

## Section IX - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

<b>GCC 1.1(i)</b>	The Purchaser's Country is: <b><i>Kenya</i></b>
<b>GCC 1.1(j)</b>	The Purchaser is: <b><i>Kenya Revenue Authority</i></b>
<b>GCC 1.1(o)</b>	The Project Site(s)/Final Destination(s) is/are: <b><i>KISM Towers, Ngong Road, Nairobi</i></b>
<b>GCC 1.1 (p)</b>	<p>The term <b>SEA/SH</b> where used in the Contract has the following meaning:</p> <ul style="list-style-type: none"> <li>• <b>“Sexual Exploitation and Abuse” “(SEA)”</b> means the following: <p style="margin-left: 40px;"><b>Sexual Exploitation</b> 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.</p> <p style="margin-left: 40px;"><b>Sexual Abuse</b> is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.</p> </li> <li>• <b>“Sexual Harassment” “(SH)”</b> is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor's personnel with other contractor's, subcontractors' or employer's personnel.</li> </ul>
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be <b><i>Incoterms 2020</i></b>



<b>GCC 5.1</b>	The language shall be: <b>English</b>
<b>GCC 8.1</b>	For notices, the Purchaser's address shall be: Attention: Deputy Commissioner – Supply Chain Management Address: P.O. BOX 48240 – 00100, NAIROBI, KENYA Floor/ Room number: 21st Floor, Times Tower City: Nairobi ZIP Code: 00100 Country: Kenya Telephone: +254 709013949, +254 709012353 Facsimile number: N/A Electronic mail address: <a href="mailto:eprocurement@kra.go.ke">eprocurement@kra.go.ke</a>
<b>GCC 9.1</b>	The governing law shall be the law of: <b>The Republic of Kenya</b>
<b>GCC 10.2</b>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p>(a) <b>Contract with foreign Supplier:</b></p> <p>GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p>(b) <b>Contracts with Supplier national of the Purchaser's Country:</b></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to arbitration in accordance with the laws of the Kenya.</p> <p>The Arbitration proceedings shall be conducted in Nairobi in accordance with the Nairobi Centre for International Arbitration Act, No.26 of 2013 and the Nairobi Centre for International Arbitration (Arbitration) Rules 2015 as they may be amended from time. The seat of Arbitration shall be in Nairobi, Kenya.</p>
<b>GCC 13.1</b>	Details of Shipping and other Documents to be furnished by the Supplier are: A negotiable bill of lading, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details. The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

<b>GCC 14.9</b>	<b>Not Applicable</b>
<b>GCC 15.1</b>	The prices charged for the Goods supplied and the related Services performed <b>shall not</b> be adjustable.
<b>GCC 16.1</b>	<p><b>Sample provision</b></p> <p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in <i>[insert currency of the Contract Price]</i> in the following manner:</p> <p>(i) <b>On Inspection and Acceptance:</b> One Hundred (100%) percent of the Contract Price of Goods received shall be paid within thirty (60) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment of the contract amount shall be made in <b>Kenya Shillings</b> within thirty (60) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p><b>Payment for Goods and Services supplied from within the Purchaser’s Country:</b></p> <p>Payment for Goods and Services supplied from within the Purchaser’s Country shall be made in <b>Kenya Shillings</b>, as follows:</p> <p>(i) <b>On Inspection and Acceptance:</b> One Hundred (100) percent of the Contract Price shall be paid to the Supplier within thirty (60) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
<b>GCC 16.5</b>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be ninety (90) days.</p> <p>The interest rate that shall be applied is the <b>prevailing interest rate as provided by the Central Bank of Kenya</b>.</p>
<b>GCC 18.1</b>	<p>A Performance Security <i>shall be required</i></p> <p><b>Performance Security required shall be 5% of the Contract Price.</b></p>

<b>GCC 18.3</b>	The Performance Security shall be issued by a reputable bank or financial institution (insurance, bonding or surety company). The Performance security shall be denominated in the <b>currencies of payment of the Contract, in accordance with their portions of the Contract Price.</b>
<b>GCC 18.4</b>	Discharge of the Performance Security shall take place: <b>Twenty-eight</b> days after the expected completion date as described in GC Clause 18.4.
<b>GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall be: <b>Standard Commercial Practice for such goods.</b>
<b>GCC 24.1</b>	The insurance coverage shall be as specified in the Incoterms.
<b>GCC 25.1</b>	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
<b>GCC 25.2</b>	Incidental services to be provided are: <b>Not Applicable</b>
<b>GCC 26.1</b>	The inspections and tests shall be: <b>in conformance to the bid document requirements.</b>
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at the Chief Mechanical Engineer's Yard, <b>Nairobi</b> or <i>the vendors warehouse</i>
<b>GCC 27.1</b>	The liquidated damage shall be: <b>0.05% per week of part thereof</b>
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: <b>10%</b>
<b>GCC 28.3</b>	The period of validity of the Warranty shall be: <b>Three (3) years</b> For purposes of the Warranty, the place(s) of final destination(s) shall be: <b>KISM Towers Building, Ngong Road, Nairobi.</b>
<b>GCC 28.5, GCC 28.6</b>	The period for repair or replacement shall be: <b>Next Seventy-Two (72) Hours</b>
<b>GCC 33.4</b>	<b>Not Applicable</b>

## Attachment: Price Adjustment Formula

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 15.1 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_o \left[ a + \frac{bL_1}{L_o} + \frac{cM_1}{M_o} \right] - P_o$$

$$a+b+c = 1$$

in which:

- $P_1$  = adjustment amount payable to the Supplier.  
 $P_o$  = Contract Price (base price).  
 $a$  = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.  
 $b$  = estimated percentage of labor component in the Contract Price.  
 $c$  = estimated percentage of material component in the Contract Price.  
 $L_o, L_1$  = \*labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.  
 $M_o, M_1$  = \*material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The Bidder shall indicate the source of the indices, and the source of exchange rate (if applicable) and the base date indices in its Bid.

The coefficients a, b, and c as specified by the Purchaser are as follows:

$a = [insert\ value\ of\ coefficient]$

$b = [insert\ value\ of\ coefficient]$

$c = [insert\ value\ of\ coefficient]$

Base date = thirty (30) days prior to the deadline for submission of the Bids.

Date of adjustment =  $[insert\ number\ of\ weeks]$  weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however,

be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

- (b) If the currency in which the Contract Price  $P_o$  is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall be:  $Z_o / Z_1$ , where,

$Z_o$  = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price  $P_o$  on the Base date, and

$Z_1$  = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price  $P_o$  on the Date of Adjustment.

- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.



# Section X - Contract Forms

## Table of Forms

<b>Notification of Intention to Award .....</b>	<b>136</b>
<b>Beneficial Ownership Disclosure Form.....</b>	<b>140</b>
<b>Letter of Acceptance .....</b>	<b>142</b>
<b>Contract Agreement.....</b>	<b>143</b>
<b>Performance Security .....</b>	<b>145</b>
<b>Advance Payment Security.....</b>	<b>149</b>

## 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

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

**Project:** *[insert name of project]*

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

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

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

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

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

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

### 1. The successful Bidder

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



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

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

**3. Reason/s why your Bid was unsuccessful**

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

**4. How to request a debriefing**

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

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

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

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

**Title/position:** [insert title/position]

**Agency:** [insert name of Purchaser]

**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 Purchaser]

**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 Purchaser:

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

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

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Beneficial Ownership Disclosure Form

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

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

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

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

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

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

**To:** *[insert complete name of Purchaser]*

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

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

**Details of beneficial ownership**

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

**OR**

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

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

**OR**

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

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

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

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

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

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

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

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

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

# Letter of Acceptance

*[use letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

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 SCC]*** 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 within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with BDS ITB 45.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

## Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS AGREEMENT made

the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of {insert name of Country of Purchaser}, or corporation incorporated under the laws of {insert name of Country of Purchaser}]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “the Purchaser”), of the one part, and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier 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) Special Conditions of Contract
  - (e) General Conditions of Contract
  - (f) the Specification (including Schedule of Requirements and Technical Specifications)

- (g) the completed Schedules (including Price Schedules)
  - (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
  4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services 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 *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*  
in the capacity of *[insert title or other appropriate designation]*  
In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*  
in the capacity of *[insert title or other appropriate designation]*  
in the presence of *[insert identification of official witness]*



# Performance Security

## Option 1: (Bank Guarantee)

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT identifier code]*

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

**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 Supplier, 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 supply of *\_[insert name of contract and brief description of Goods and related Services]* (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*  
*amount* *in* *figures]*  
(*\_\_\_\_\_*) *[insert amount in words]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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

<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

<sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the*

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

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*[signature(s)]*

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

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*Purchaser 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 Purchaser 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.”*

## Option 2: Performance Bond

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

WHEREAS the Supplier has entered into a written Agreement with the Purchaser dated the \_\_ day of \_\_\_\_\_, 20 \_\_, for *[name of contract and brief description of Goods and related Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

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

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

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

Any suit under this Bond must be instituted not later than twenty-eight (28) days following the date of completion of the Supplier’s performance of its obligations under the Contract, including any warranty obligations.

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

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

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

# Advance Payment Security

## Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Purchaser]*

**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 Supplier, 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 Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (      ) *[insert amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (d) has used the advance payment for purposes other than toward delivery of Goods; or

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<sup>1</sup> *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

- (e) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, 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.***