



TENDER DOCUMENT NO: KR/SCM/117/2024-2025

**TENDER FOR PROPOSED CONSTRUCTION OF RESIDENTIAL APARTMENTS AT
AOKO ESTATE, NAIROBI COUNTY**

CLOSING DATE: 17th June, 2025

CLOSING TIME:10:00AM

**The Managing Director
Kenya Railways Corporation
P.O Box 30121-00100
Nairobi.**

**PROPOSED CONSTRUCTION FOR RESIDENTIAL APARTMENTS AT
AOKO ESTATE -PHASE 1, NAIROBI COUNTY COUNTY: TENDER NO.**

1. The Kenya Railways invites sealed **Tender for Proposed Construction of Residential Apartments at Aoko Estate, Nairobi**
2. Tendering will be conducted under **open competitive tendering method using** a standardized tender document and is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours from **0900 hrs to 1600 hrs** at the address given below.
4. Tender documents may be viewed and downloaded for free from the website www.krc.co.ke, www.ppip.go.ke. Tenderers who download the tender document must forward their particulars immediately to procure@krc.co.ke to facilitate any further clarification or addendum.
5. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain **valid for 210 days** from the date of opening of tenders.
6. The Tenderer shall chronologically serialize all pages of the Tender documents submitted.
7. All Tenders must be accompanied by a Guarantee of **Kenya Shillings Five Million Only (Kshs.5,000,000.00)** from an insurance company registered and licensed by the Insurance Regulatory Authority and listed by the Public Procurement Regulatory Authority or a Bank Guarantee from a Registered Commercial Bank in Kenya valid for 240 days from the date of tender opening. **Verification shall be carried out to ascertain authenticity of the document.**
8. Completed tenders must be delivered to the address below on or before **17th June,2025 at 10:00am**. Electronic Tenders shall not be permitted.
9. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
10. Late tenders will be rejected.
11. The addresses referred to above are:

A. Address for obtaining further information on the tender documents

The Managing Director Kenya Railways

Kenya Railways Headquarters, Block C

Haile Selassie Avenue
P.O. BOX 30121 - 00100
Nairobi, Kenya Tel:
Email: procure@krc.co.ke

B. Address for Submission of Tenders.

P.O. BOX 30121 - 00100
Nairobi, Kenya
Tender Box located on Block C Reception
Kenya Railways Headquarters,
Haile Selassie Avenue

C. Address for Opening of Tenders.

Kenya Railways Headquarters
Haile Selassie Avenue
Block C, Satima Conference Room
On 1st Floor

GENERAL MANAGER - SUPPLY CHAIN MANAGEMENT
FOR: MANAGING DIRECTOR

Table of Contents

PART 1 - TENDERING PROCEDURES	12
SECTION I: INSTRUCTIONS TO TENDERERS	13
A General Provisions	13
2.Fraud and Corruption	13
3.Eligible Tenderers	13
4.Eligible Goods, Equipment, and Services	16
5.Tenderer's Responsibilities	16
B.Contents of Tender Documents	16
6.Sections of Tender Document.....	16
PART 1 Tendering Procedures	17
PART 2 Works Requirements	17
PART 3 Conditions of Contract and Contract Forms.....	17
7.Site Visit.....	17
8.Pre-Tender Meeting	17
8.1 The Procuring Entity shall specify in the TDS if a pre-tender m.....	17
8.2The Tenderer is requested to submit any questions in writing,	17
8.3Minutes of the pre-Tender meeting and the pre-arranged pretender site visit.....	18
8.4The Procuring Entity shall also promptly publish Minutes of the pre-Tender meeting.	18
9.Clarification and amendments of Tender Documents	18
9.1A Tenderer requiring any clarification of the Tender Document	18
10.Amendment of Tendering Document	18
10.1 At any time prior to the deadline for submission of Tenders,.....	18
10.2 Any addendum issued shall be part of the tendering document.....	18
10.3 To give prospective Tenderers reasonable time in which to take an addendum.....	18
C. Preparation of Tenders.....	18
11.Cost of Tendering.....	18
11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender	18

12.Language of Tender.....	18
12.1 The Tender, as well as all correspondence and documents relating to the tender exchanged.	19
13.Documents Comprising the Tender.....	19
13.1 The Tender shall comprise the following:	19
13.2 In addition to the requirements under ITT 11.1, Tenders submitted by a Joint Venture Agreement.....	19
13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities.	19
14.Form of Tender and Schedules.....	19
14.1 The Form of Tender and Schedules,	19
15.Alternative Tenders	19
15.1 Unless otherwise specified in the TDS, alternative Tenders shall not be considered.....	19
15.2 When alternative times for completion are explicitly invited,.....	19
15.3 Tenderers wishing to offer technical alternatives.....	19
16.Tender Prices and Discounts	20
16.1 The prices and discounts	20
16.2 The Tenderer shall fill in rates and prices for all items of the Works.....	20
16.3 The price to be quoted in the Form of Tender.....	20
16.4 The Tenderer shall quote any discounts and the methodology	20
16.5 The rates and prices quoted by the Tenderer are or are not subject to adjustment..	20
16.6 Where tenders are being invited for individual lots (contracts).....	20
16.7 All duties, taxes, and other levies payable by the Contractor under the Contract,....	21
17.Currencies of Tender and Payment	21
17.1 Tenderers shall quote entirely in Kenya Shillings..	21
18.Documents Comprising the Technical Proposal	21
18.1 The Tenderer shall furnish a technical proposal.....	21
19.Documents Establishing the Eligibility and Qualifications of the Tenderer	21
19.1 Tenderers shall complete the Form of Tender.	21
19.2 Section III, Evaluation and Qualification Criteria,.....	21
19.3 A margin of preference will not be allowed.	21
19.4 Tenderers shall be asked to provide, as part of the data for qualification.	21
19.5 The purpose of the information described in ITT 19.4 above overrides any claims ..	21
19.6The Tenderer shall provide further documentary proof.	22
19.7All information provided by the tenderer.....	22

19.8 If a tenderer fails to submit the information required by these requirements	22
19.9 If information submitted by a tenderer pursuant to these requirements shows any conflict of interest.....	22
19.10 If a tenderer submits information pursuant to these requirements that is incomplete.	22
20.Period of Validity of Tenders	22
20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS..	22
20.2 The Procuring Entity may request Tenderers to extend the period of validity of their Tenders.	22
20.3 If the award is delayed by a period exceeding the number of days to be specified in the TDS	23
21.Tender Security.....	23
21.1 The Tender-Securing Declaration or a Tender Security	23
21.2 Tender Security is specified pursuant to ITT 19.1.....	23
21.3 Unconditional bank guarantee is issued by a bank located outside Kenya	23
21.4 Tender Security or Tender-Securing Declaration.....	23
21.5 If a Tender Security is specified pursuant to ITT 21.1	23
21.6 The Tender Security of the successful Tenderer.	23
21.7The Tender Security may be forfeited or the Tender-Securing Declaration executed:	23
21.8 The Procuring Entity shall recommend to the PPRA.....	24
21.9The Tender Security or the Tender-Securing Declaration of a JV	24
21.10 A tenderer shall not issue a tender security to guarantee itself.....	24
22.Format and Signing of Tender	24
22.1The Tenderer shall prepare one original of the documents	24
22.2 Tenderers shall mark as “CONFIDENTIAL” all information in their Tenders.....	24
22.3The original and all copies of the Tender shall be typed	24
22.4In case the Tenderer is a JV, the Tender shall be signed by an authorized representatives.	24
22.5 Any inter-lineation, erasures, or overwriting shall be valid.....	24
D. Submission and Opening of Tenders	24
23.1 Depending on the sizes or quantities or weight of the tender documents	24
23.2If an envelope or package or container is not sealed and marked as required.....	25
24.Deadline for Submission of Tenders	25
24.1Tenders must be received by the Procuring Entity at the address specified.....	25
24.2 The Procuring Entity may, at its discretion.	25

25.Late Tenders.....	25
25.1The Procuring Entity shall not consider any Tender.	25
26.Withdrawal, Substitution, and Modification of Tenders.....	25
26.1A Tenderer may withdraw, substitute, :	25
26.2 Tenders requested to be withdrawn in accordance with ITT 26.1	26
26.3No Tender may be withdrawn, substituted,.	26
27.Tender Opening	26
27.1 Except in the cases specified in ITT 23 and ITT 26.2.	26
27.2First, envelopes marked “WITHDRAWAL” shall be opened.	26
27.3Next, envelopes marked “SUBSTITUTION” shall be opened	26
27.4Next, envelopes marked “MODIFICATION” shall be opened	26
27.5Next, all remaining envelopes shall be opened one at a time, reading out	26
27.6Only Tenders, alternative Tenders and discounts that are opened.....	26
27.7At the Tender Opening, the Procuring Entity.	26
27.8The Procuring Entity shall prepare minutes of the Tender Opening that shall include, as a minimum:	27
27.9The Tenderers' representatives who are present.....	27
E. Evaluation and Comparison of Tenders.....	27
28.Confidentiality	27
28.1Information relating to the evaluation of Tenders	27
28.2Any effort by a Tenderer to influence the Procuring Entity	27
28.3Notwithstanding ITT 28.2, from the time of tender opening.	27
29.Clarification of Tenders	27
29.1To assist in the examination, evaluation, and comparison of the tenders	27
29.2If a tenderer does not provide clarifications of its tender.	27
30.Deviations, Reservations, and Omissions.....	27
30.1During the evaluation of tenders, the following definitions apply:.....	27
31.Determination of Responsiveness	28
31.1The Procuring Entity's determination of a Tender's responsiveness.	28
31.2A substantially responsive Tender is one that meets the requirements.....	28
31.3The Procuring Entity shall examine the technical aspects of the tender.....	28
31.4If a tender is not substantially responsive to the requirements n.	28
32.Non-material Non-conformities	28
32.1Provided that a tender is substantially responsive.....	28
32.2Provided that a Tender is substantially responder.	28

32.3	Provided that a tender is substantially responsive.....	28
33.	Arithmetical Errors.....	28
33.1	The tender sum as submitted and read out during the tender opening.....	28
33.2	Provided that the Tender is substantially responsive	29
33.3	Tenderers shall be notified of any error detected in their bid during the notification of a ward.....	29
34.	Currency provisions	29
34.1	Tenders will priced be in Kenya Shillings only.	29
35.	Margin of Preference and Reservations.....	29
35.1	No margin of preference shall be allowed on contracts for small works.....	29
35.2	Where it is intended to reserve the contract to specific groups.....	29
36.	Nominated Subcontractors.....	29
36.1	Unless otherwise stated in the TDS.	29
36.2	Tenderers may propose subcontracting.....	29
36.3	The subcontractor's qualifications shall not be used by the Tenderer.....	29
37.	Evaluation of Tenders	29
37.1	The Procuring Entity shall use the criteria and methodologies.....	29
37.2	To evaluate a Tender, the Procuring Entity shall consider the following:	30
37.3	The estimated effect of the price adjustment provisions	30
37.4	In the case of multiple contracts or lots,	30
38.	Comparison of Tenders.....	30
38.1	The Procuring Entity shall compare the evaluated costs.....	30
39.	Abnormally Low Tenders	30
39.1	An Abnormally Low Tender is one where the Tender price	30
39.2	In the event of identification of a potentially Abnormally Low Tender.....	30
39.3	After evaluation of the price analyses.....	30
40.	Abnormally High Tenders.....	30
40.1	An abnormally high price is one where the tender price.....	30
40.2	In case of an abnormally high tender price	30
40.3	If the Procuring Entity determines that the Tender Price	31
41.	Unbalanced and/or Front-Loaded Tenders	31
41.1	The Procuring Entity's opinion.	31
41.2A	The evaluation of the information and detailed price:	31
42.	Qualifications of the Tenderer	31
42.1	The Procuring Entity shall determine to its satisfaction	31

42.2	The determination shall be based upon an examination.....	31
42.3	An affirmative determination shall be a prerequisite.....	31
42.4	An Abnormally Low Tender	32
42.5	In the event of identification of a potentially Abnormally Low Tender.....	32
42.6	After evaluation of the price analyses.....	32
43.	Best Evaluated Tender.....	32
43.1	Having compared the evaluated prices of Tenders,	32
44.	Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.	32
44.1	The Procuring Entity reserves the right to accept.	32
F.	Award of Contract.....	32
45.	Award Criteria	32
45.1	The Procuring Entity shall award the Contract to the successful tenderer	32
46.	Notice of Intention to enter into a Contract.....	32
46.1	Upon award of the contract and Prior to the expiry of the Tender Validity Period	32
47.	Standstill Period	33
47.1	The Contract shall not be signed earlier	33
47.2	Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.	33
48.	Debriefing by the Procuring Entity.....	33
48.1	On receipt of the Procuring Entity's Notification of Intention	33
48.2	Debriefings of unsuccessful Tenderers.....	33
49.	Letter of Award.....	33
49.1	Prior to the expiry of the Tender Validity Period.....	33
50.	Signing of Contract.....	33
50.1	Upon the expiry of the fourteen days of the Notification of Intention	33
50.2	Within fourteen (14) days of receipt of the Contract Agreement,	33
50.3	The written contract shall be entered into within the period.....	33
51.	Appointment of Adjudicator	33
51.1	The Procuring Entity proposes to appoint the Adjudicator.	33
52.	Performance Security.....	34
52.1	Within twenty-one (21) days of the receipt of the Letter of Acceptance	34
52.2	Failure of the successful Tenderer to submit the Performance Security	34
52.3	Performance security shall not be required for contracts	34
53.	Publication of Procurement Contract.....	34
53.1	Within fourteen days after signing the contract:.....	34

54. Procurement Related Complaints and Administrative Review	34
54.1 The procedures for making Procurement-related Complaints are as specified in the TDS.	34
Section II - Tender Data Sheet (TDS)	35
SECTION III - EVALUATION AND QUALIFICATION CRITERIA	41
1. General Provisions	41
2. Preliminary examination for Determination of Responsiveness	41
OPTION 1	51
OPTION 2	51
4. Alternative Tenders (ITT 13.1) not applicable	51
5. Margin of Preference is not applicable	51
6. Post qualification and Contract award (ITT 39), more specifically, state whether applicable or not	51
a) History of non-performing contracts:	52
b) Pending Litigation	52
c) Litigation History	52
7. QUALIFICATION FORM SUMMARY	53
QUALIFICATION FORMS	58
1. TENDERER'S QUALIFICATION WITHOUT PRE-QUALIFICATION	64
FORM ELI -1.1	64
FORM ELI -1.2	66
FORM CON – 2	67
FORM FIN – 3.1:	69
FORM FIN – 3.2:	72
FORM FIN – 3.3:	73
FORM FIN – 3.4:	73
No.	73
Name of Contract	73
Procuring Entity's	73
FORM EXP - 4.1	74
FORM EXP - 4.2(a)	75
FORM EXP - 4.2 (a) (cont.)	75
OTHER FORMS	79
2. FORM OF TENDER	79
A. TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE	83

Instruction to Tenderer	83
(a)Tenderer's details	83
(e)DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity	84
ii)Conflict of interest disclosure	85
B.CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	87
C.SELF - DECLARATION FORMS	88
SELF DECLARATION THAT THE PERSON/TENDERER	89
DECLARATION AND COMMITMENT TO THE CODE OF ETHICS	90
D.APPENDIX 1-	91
FRAUD AND CORRUPTION	91
FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]	94
FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]	95
TENDER-SECURING DECLARATION FORM	96
Appendix to Tender	97
PART II - WORK REQUIREMENTS	99
SECTION V - DRAWINGS	99
SECTION VI - SPECIFICATIONS	Error! Bookmark not defined.
SECTION VII- BILLS OF QUANTITIES	100
1.Objectives	100
2.Day work Schedule	100
3.Provisional Sums	100
4.The Bills of Quantities	101
PART III - CONDITIONS OF CONTRACT AND CONTRACT FORMS	251
SECTION VIII - GENERAL CONDITIONS OF CONTRACT	252
General Conditions of Contract	252
A. General	252
1.Definitions	252
B. Time Control	261
P = A + B Im/lo	267
E.Finishing the Contract	269
SECTION IX - SPECIAL CONDITIONS OF CONTRACT	271
FORM No 1: NOTIFICATION OF INTENTION TO AWARD	275
FORMAT	275
6.How to make a complaint	276

Signature: Name: Title/position: Telephone: Email:	277
FORM NO 4: CONTRACT AGREEMENT.....	282
FORM NO. 5 - PERFORMANCE SECURITY	283
[Option 1 - Unconditional Demand Bank Guarantee]	283
FORM No. 6 - PERFORMANCE SECURITY.....	285
[Option 2– Performance Bond].....	285
PERFORMANCE BOND No.:	285
FORM NO. 7 - ADVANCE PAYMENT SECURITY	287
FORM NO. 8 - RETENTION MONEY SECURITY	288
[Demand Bank Guarantee]	288
FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM	289

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

1. Scope of Tender

- 1.1 The Procuring Entity as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The name, identification, and number of lots (contracts) of this Tender Document are **specified in the TDS**.

2. Fraud and Corruption

- 2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 2.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 2.3 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.
- 2.4 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender being tendered for. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

3. Eligible Tenderers

- 3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.7 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. Public employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender. 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 tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.

3.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

3.3A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:

- a) Directly or indirectly controls, is controlled by or is under common control with another tenderer; or
- b) Receives or has received any direct or indirect subsidy from another tenderer; or
- c) Has the same legal representative as another tenderer; or
- d) Has a relationship with another tenderer, directly or through common third parties, that puts it in a position

to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process; or

- e) 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 tender; or
- f) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer 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 contract specified in this Tender Document or
- h) Has a close business or family relationship with a professional staff of the Procuring Entity who:
 - i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender 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 Procuring Entity throughout the tendering process and execution of the Contract.

3.4A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved any of these practices shall be automatically disqualified.

3.5A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a tenderer or a JV member may

participate as a subcontractor in more than one tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.

3.6A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8.A Tenderer shall be deemed to have the nationality of a country if the Tenderer 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 sub-consultants for any part of the Contract including related Services.

3.7 Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.

3.8 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are accredited by PPRA to be (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.

3.9A Firms and individuals may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya 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. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

3.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in "*SECTION III - EVALUATION AND QUALIFICATION CRITERIA, Item 9*".

3.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan

Citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

3.12 The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya.

Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website www.nca.go.ke.

3.13 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke

3.14 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4. Eligible Goods, Equipment, and Services

4.1 Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not eligible under ITT 3.9. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.

4.2 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5. Tenderer's Responsibilities

5.1 The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Procuring Entity will in no case be responsible or liable for those costs.

5.2 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.

5.3 The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity against all liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the inspection.

5.4 The tenderer shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including charts, as necessary or required.

B. Contents of Tender Documents

6. Sections of Tender Document

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

PART 1 Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

PART 2 Works Requirements

- i) Section V - Drawings
- ii) Section VI - Specifications
- iii) Section VII - Bills of Quantities

PART 3 Conditions of Contract and Contract Forms

- i) Section VIII - General Conditions of Contract (GCC)
- ii) Section IX - Special Conditions of Contract (SC)
- iii) Section X - Contract Forms

6.2 The Invitation to Tender Document (ITT) issued by the Procuring Entity is not part of the Contract documents.

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

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

7. Site Visit

7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of visiting the Site shall be at the Tenderer's own expense.

8. Pre-Tender Meeting

8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender meeting will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

8.3 Minutes of the pre-Tender meeting and the pre-arranged pretender site visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

8.4 The Procuring Entity shall also promptly publish anonym zed (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-tender meeting and the pre-arranged pretender site visit, shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9. Clarification and amendments of Tender Documents

9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting and the pre- arranged pretender visit of the site of the works if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

10. Amendment of Tendering Document

10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.

10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.

10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 25.2 below.

C. Preparation of Tenders

11. Cost of Tendering

11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

12. Language of Tender

12.1 The Tender, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring Entity, shall be written in the English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate and notarized translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

13. Documents Comprising the Tender

13.1 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT 14;
- b) Schedules including priced Bill of Quantities, completed in accordance with ITT 14 and ITT 16;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 21.1;
- d) Alternative Tender, if permissible, in accordance with ITT 15;
- e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
- f) Qualifications: documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) Conformity: a technical proposal in accordance with ITT 18;
- h) Any other document required in the **TDS**.

13.2 In addition to the requirements under ITT 11.1, Tenders 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 Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement. The Tenderer shall chronologically serialize pages of all tender documents submitted.

13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14. Form of Tender and Schedules

14.1 The Form of Tender and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested.

15. Alternative Tenders

15.1 Unless otherwise specified in the **TDS**, alternative Tenders shall not be considered.

15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **TDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

15.3 Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price the Procuring Entity's design as described in the Tender Documents and shall further provide all

information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Winning Tender conforming to the basic technical requirements shall be considered by the Procuring Entity. When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the **TDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.

16. Tender Prices and Discounts

- 16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Bill of Quantities shall conform to the requirements specified below.
- 16.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Procuring Entity. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Tender, and provided that the Tender is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.
- 16.3 The price to be quoted in the Form of Tender, in accordance with ITT 14.1, shall be the total price of the Tender, including any discounts offered.
- 16.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 14.1.
- 16.5 It will be specified in the **TDS** if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, except in cases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.
- 16.6 Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 16.4, provided the Tenders for all lots (contracts) are opened at the same time.

16.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.

17. Currencies of Tender and Payment

17.1 Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya shillings. A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya shall device own ways of getting foreign currency to meet those expenditures?

18. Documents Comprising the Technical Proposal

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

19. Documents Establishing the Eligibility and Qualifications of the Tenderer

19.1 Tenderers shall complete the Form of Tender, included in Section IV, Tender Forms, to establish Tenderer's eligibility in accordance with ITT 4.

19.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.

19.3 A margin of preference will not be allowed. Preference and reservations will be allowed, individually or in joint ventures. Applying for eligibility for Preference and reservations shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.

19.4 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

19.5 The purpose of the information described in ITT 19.4 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

19.6 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

19.7 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

19.8 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

19.9 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

- i) if the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
- iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

19.10 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

20. Period of Validity of Tenders

20.1 Tenders shall remain valid for the Tender Validity period specified in the **TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 24). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 21.1, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 20.3.

20.3 If the award is delayed by a period exceeding the number of days to be specified in the **TDS** days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:

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

21. Tender Security

21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in the **TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified in the **TDS**. A Tender-Securing Declaration shall use the form included in Section IV, Tender Forms.

21.2 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:

- a) an unconditional Bank Guarantee issued by reputable commercial bank); or
- b) an irrevocable letter of credit;
- c) a Banker's cheque issued by a reputable commercial bank; or
- d) another security specified **in the TDS**,

21.3 If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 20.2.

21.4 If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.

21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and any other documents required in the **TDS**. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined nonresponsive or a bidder declines to extend tender validity period.

21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security, and any other documents required in the **TDS**.

21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- e) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension thereto provided by the Tenderer; or
- f) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 50; or
 - ii) Furnish a Performance Security and if required in the **TDS**, and any other

documents required in the **TDS**.

21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

21.9 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.

21.10 A tenderer shall not issue a tender security to guarantee itself.

22. Format and Signing of Tender

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 15, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 Tenderers shall mark as "CONFIDENTIAL" all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

23. Sealing and Marking of Tenders

23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed

envelopes:

- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
- b) in an envelope or package or container marked "COPIES", all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT 15, and if relevant:
 - i) In an envelope or package or container marked "ORIGINAL –ALTERNATIVE TENDER", the alternative Tender; and
 - ii) In the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- a) Bear the name and address of the Procuring Entity.
- b) Bear the name and address of the Tenderer; and
- c) Bear the name and Reference number of the Tender.

23.2 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that are misplaced or opened prematurely will not be accepted.

24. Deadline for Submission of Tenders

24.1 Tenders must be received by the Procuring Entity at the address specified in the **TDS** and no later than the date and time also specified in the **TDS**. When so specified in the **TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the **TDS**.

24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Documents in accordance with ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Tenders

25.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 24. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

26. Withdrawal, Substitution, and Modification of Tenders

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 22.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) Prepared and submitted in accordance with ITT 22 and ITT 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION,"

“MODIFICATION;” and

- b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 24.

26.2 Tenders requested to be withdrawn in accordance with ITT 26.1 shall be returned unopened to the Tenderers.

26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

27. Tender Opening

27.1 Except in the cases specified in ITT 23 and ITT 26.2, the Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified in the **TDS**, in the presence of Tenderers' designated representatives who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 24.1, shall be as specified in the **TDS**.

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

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

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

27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS**.

27.7 At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 25.1).

27.8 The Procuring **Entity shall prepare minutes of the Tender Opening that shall include, as a minimum:**

- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- b) The Tender Price, per lot (contract) if applicable, including any discounts;
- c) any alternative Tenders;
- d) The presence or absence of a Tender Security, if one was required.
- e) Number of pages of each tender document submitted.

27.9 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers upon request.

E. Evaluation and Comparison of Tenders

28. Confidentiality

28.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 46.

28.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its tender.

28.3 Notwithstanding ITT 28.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any **matter related to the tendering process, it shall do so in writing.**

29. Clarification of Tenders

29.1 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Procuring Entity may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for a response. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity'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 tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the tenders, in accordance with ITT 33.

29.2 If a tenderer does not provide clarifications of its tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

30. Deviations, Reservations, and Omissions

30.1 During the evaluation of tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the tender document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and

- c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender document.

31. Determination of Responsiveness

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 13.

31.2 A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, **reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:**

- a) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
- b) limit in any substantial way, inconsistent with the tender document, the Procuring Entity's rights or the tenderer's obligations under the proposed contract; or
- c) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.

31.3 The Procuring Entity shall examine the technical aspects of the tender submitted in accordance with ITT 18, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

31.4 If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32. Non-material Non-conformities

32.1 Provided that a tender is substantially responsive, the Procuring Entity may waive any non-conformities in the tender.

32.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the tenderer submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial non-conformities in the tender related to documentation requirements. Requesting information or documentation on such non- conformities shall not be related to any aspect of the price of the tender. Failure of the tenderer to comply with the request may result in the rejection of its tender.

32.3 Provided that a tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the **TDS**.

33. Arithmetical Errors

33.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

33.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, and subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail

33.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

34. Currency provisions

34.1 Tenders will priced be in Kenya Shillings only. Tenderers quoting in currencies other than in Kenya shillings will be determined non-responsive and rejected.

35. Margin of Preference and Reservations

35.1 No margin of preference shall be allowed on contracts for small works.

35.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and/or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to those specified groups are the only ones eligible to tender. Otherwise if no so stated, the invitation will be open to all tenderers.

36. Nominated Subcontractors

36.1 Unless otherwise stated in the **TDS**, the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Procuring Entity.

36.2 Tenderers may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the **TDS**. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.

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

37. Evaluation of Tenders

37.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Best Evaluated Tender in accordance with ITT 40.

- 37.2 To evaluate a Tender, the Procuring Entity shall consider the following:
- a) price adjustment due to discounts offered in accordance with ITT 16;
 - b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 39;
 - c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 30.3; and
 - d) Any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

37.3 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 considered in Tender evaluation.

37.4 In the case of multiple contracts or lots, Tenderers shall be allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the **Form of Tender, is specified in Section III, Evaluation and Qualification Criteria.**

38. Comparison of Tenders

38.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 38.2 to determine the Tender that has the lowest evaluated cost.

39. Abnormally Low Tenders

39.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.

39.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

39.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

40. Abnormally High Tenders

40.1 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

40.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract

are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

40.3 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

41. Unbalanced and/or Front-Loaded Tenders

41.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.

41.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:

- a) accept the Tender; or
- b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price; or
- c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
- d) reject the Tender,

42. Qualifications of the Tenderer

42.1 The Procuring Entity shall determine to its satisfaction whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

42.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 19. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.

42.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially

responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

42.4 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.

42.5 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

42.6 After evaluation of the price analyses, if the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

43. Best Evaluated Tender

43.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Best Evaluated Tender. The Best Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

- a) Most responsive to the Tender document; and
- b) The lowest evaluated price.

44. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.

44.1 The Procuring Entity reserves the right to accept or reject any Tender and to annul the Tender process and reject all Tenders at any time prior to Contract Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

45. Award Criteria

45.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

46. Notice of Intention to enter into a Contract

46.1 Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above

- d) already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

47. Standstill Period

47.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

47.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter **into a Contract with the successful Tenderer**.

48. Debriefing by the Procuring Entity

48.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 46, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

48.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending **such a debriefing meeting**.

49. Letter of Award

49.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

50. Signing of Contract

50.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

50.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

50.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

51. Appointment of Adjudicator

51.1 The Procuring Entity proposes the person named in the **TDS** to be appointed as Adjudicator under the Contract, at the hourly fee specified in the **TDS**, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in his Tender. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority

designated in the Special Conditions of Contract (SCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

52. Performance Security

52.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 40.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

52.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS**, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

52.3 Performance security shall not be required for contracts estimated to cost less than Kenya shillings five million shillings.

53. Publication of Procurement Contract

53.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) Name and address of the Procuring Entity;
- b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) The name of the successful Tenderer, the final total contract price, the contract duration.
- d) dates of signature, commencement and completion of contract;
- e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

54. Procurement Related Complaints and Administrative Review

54.1 The procedures for making Procurement-related Complaints are as specified in the **TDS**.

54.2 A request for administrative review shall be made in the form provided under contract forms.

Section II - Tender Data Sheet (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	<p>The Tender reference number (ITT) is: KR/SCM/117/2024-2025</p> <p>The Procuring Entity is: Kenya Railways</p> <p>The name of the ITT is: PROPOSED CONSTRUCTION OF RESIDENTIAL APARTMENTS AT AOKO ESTATE PHASE 1- NAIROBI COUNTY</p> <p>The number and identification of lots (contracts) comprising this Tender are: Not Applicable</p>
ITT 2.3	The Information made available on competing firms is as follows: Not Applicable
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: N/A
ITT 3.1	The Information made available on competing firms is as follows: N/A
B. Contents of Tender Document	
8.1	<p>(A) A pre-arranged pretender visits of the site of the works “<i>shall</i>” take place at the following date, time and place:</p> <p>Aoko Estate, South B on Friday 13th June, 2025 at 9:00 am to 12:30Pm</p>
ITT 8.2	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than Seven (7) days before the submission date.
ITT 8.4	<p>The Procuring Entity’s website where Minutes of the pre-Tender meeting and the pre-arranged pretender site visit will be published</p> <p>N/A</p>
ITT 9.1	<p>For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity’s address is:</p> <p>The Managing Director Kenya Railways Kenya Railways Headquarters P.O. Box 30121-00100,</p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>NAIROBI Tel: +254-20-2215211, 2215796, 0728603581, 0728603582, 077044612/4</p> <p>E-MAIL: procure@krc.co.ke WEBSITE: www.krc.co.ke Attention: The GM – Supply Chain Management, Kenya Railways Headquarters, Haile Selassie Avenue Supply Chain Management Office on the Ground Floor Block</p> <p>A</p> <p>NAIROBI.</p>
C. Preparation of Tenders	
ITP 13.1 (h)	The Tenderer shall submit the following additional documents in its Tender: <i>[list any additional document not already listed in ITT 11.1 that must be submitted with the Tender.</i>
ITP 13.1 (h)	The Tenderer shall submit the following additional documents in its Tender: <i>[list any additional document not already listed in ITT 11.1 that must be submitted with the Tender.</i> PRELIMINARY AND MANDATORY REQUIREMENTS
ITT 15.1	Alternative times for Tenders “ shall not be ” permitted.
ITT 15.2	Alternative times for completion “ shall not be ” permitted.
ITT 15.3	Alternative technical solutions shall not be permitted for the following parts of the Works: N/A
ITT 16.5	The prices quoted by the Tenderer shall be: Fixed The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract
ITT 20.1	Tenders shall remain valid for a period of 210 calendar days. The Tender Validity period starts from the date fixed for the Tender submission deadline on _____. A tender valid for a shorter period shall be rejected by the Kenya Railways as non-responsive. In exceptional circumstances, prior to the expiration of the Tender validity period, the Kenya Railways may request Tenderers to extend the period of tender validity to a maximum of 30 days.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 19, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer granting the request shall not be required or permitted to modify its tender. 24 Reference to ITC Clause PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS ITT 18.3</p> <p>(a) The Number of days beyond the expiry of the initial tender validity period will be 30 days. (b) The Tender price shall NOT be adjusted by anybody whatsoever during the extension</p>
ITT 20.3 (a)	<p>(a) The delayed to exceeding number of days. – N/A</p> <p>(b) The Tender price shall be adjusted by the following percentages of the tender price: N/A</p>
ITT 21.1	<p>All Tenders must be accompanied by a Guarantee of Kenya Shillings Five Million Only (Kshs.5,000,000.00) from an insurance company registered and licensed by the Insurance Regulatory Authority and listed by the Public Procurement Regulatory Authority or a Bank Guarantee from a Registered Commercial Bank in Kenya valid for 240 days from the date of tender opening. Verification shall be carried out to ascertain authenticity of the document.</p>
ITT 21.5	<p>On the Performance Security, other documents required shall be N/A The performance security amount (10% percent) of the contract price) shall be paid within thirty (30) days of receipt of the notification of Contract award; the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.</p>
ITT 22.1	<p>In addition to the (1No) One original of the Tender, the number of copies is Two:(2 No) of copies</p> <p>Tenderer will be required to provide firmly bound requalification documents (original and copy) in either spiral, perfect cover, hard copy or case bound</p> <p>The tender documents should be paginated/serialized (each page of the tender submission must have a number and the numbers must be chronological in order)</p> <p>For pagination the numbering system to be used are numerical numbers i.e. 1, 2, 3, 4,n (n being the last page of the tender document)</p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	The tender document MUST be submitted in the required format (the tenderer shall prepare two copies of the tender, clearly marking each ORIGINAL TENDER and COPY OF TENDER firmly bound) and serialized on each page of the bid submitted Sec 74.1 of the PPADA,2015
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Power of Attorney
D. Submission and Opening of Tenders	
ITT 24.1	<p>For <u>Tender submission purposes</u> only, the Procuring Entity's address is: The Managing Director Kenya Railways Kenya Railways Headquarters P.O. Box 30121-00100, Nairobi</p> <p>Attention: General Manager, Supply Chain Management Kenya Railways Headquarters Block B, Haile Selassie Avenue Supply Chain Department Ground Floor City: Nairobi Zip Code. 30121- 00100 Country: Kenya</p> <p>The deadline for Tender submission is: Date: 17th June,2025 Time: 10.00 AM</p> <p>The Tender documents shall be deposited in Tender Box located at the Kenya Railways headquarters, Block C Ground Floor Reception Area, Nairobi, Kenya. Bulky tender documents that cannot fit in the tender box shall be delivered and registered at Supply Chain Management Department Block B Ground Floor.</p>
ITT 27.1	<p>The Tender opening shall take place at the time and the address for Opening of Tenders provided below:</p> <p>Street Address: Kenya Railways Headquarters Block A Floor/Room number: Kenya Railways Conference Room 1st Floor,</p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>City: Nairobi Country: Kenya</p> <p>Date: 17th June,2025 Time: 10:00AM</p>
ITT 27.1	The electronic Tender opening procedures shall be: Not Applicable
ITT 27.6	The Form of Tender and priced Schedule of requirements shall be initialed by all members of the Procuring Entity conducting Tender opening.
E. Evaluation, and Comparison of Tenders	
ITT 32.3	The adjustment shall be based on the lowest price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
ITT 35.2	The invitation to tender is extended to the following groups that qualify for Reservations: Not applicable
ITT 36.1	At this time, the Procuring Entity does not intend to execute certain specific parts of the Works by subcontractors selected in advance.
ITT 36.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: <u> N/A </u> % of the total contract amount. Tenderers planning to subcontract more than 10% of total volume of work shall specify, in the Form of Tender, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.
ITT 36.3	<p><i>[Indicate N/A if not applicable]</i></p> <p>The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows:</p> <p>N/A</p>
ITT 37.2 (d)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria. As stated in the evaluation criteria in Section III
ITT 52.2	<p>Other documents required are _</p> <p>a) Provide a copy of a valid Registration and Practicing license from the (National Construction Authority) for NCA 3 and above for Civil works, Mechanical and Electrical.</p> <p>b) Official offices for the firm and country</p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 54.1	<p>The procedures for making a Procurement-related Complaints are detailed in the “Regulations” available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>The Secretary, Public Procurement Administrative Review Board, The Public Procurement Oversight Authority, 10th Floor, National Bank House, P.O. Box 58583-00200, NAIROBI, Kenya. Tel: +254 (0) 20 3244000 Email: info@ppra.go.ke Website: www.ppoa.go.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ul style="list-style-type: none"> (i) The terms of the Tender Documents; and (ii) The Procuring Entity’s decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Document for Goods and Works** for evaluating Tenders.

Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2. Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of “Part 2 – Procuring Entity's Works Requirements”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate, a template may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender]

3. Tender Evaluation (ITT 35) Price evaluation: in addition to the criteria listed in ITT 35.2

(a) – (c) the following criteria shall apply:

- i) **Alternative Completion Times**, if permitted under ITT 13.2, will be evaluated as follows:

.....

- ii) **Alternative Technical Solutions** for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows:

.....

iii) **Other Criteria**; if permitted under ITT 35.2(d):
PRELIMINARY AND MANDATORY REQUIREMENTS

A. MANDATORY REQUIREMENT		
S/No	REQUIREMENT	COMPLIED
1.	Copy of Valid Certificate of Incorporation / Registration under the Companies Act Cap. 486. This should include change of particulars where applicable.	Mandatory
2.	Copy of a Valid Tax compliance Certificate	Mandatory
3.	Bidder Must submit a copy of CR12 from registrar of company's issued in the last six (6) months for Incorporated firms showing the list of company directors and shares held by all Directors and other organizations/ secretaries' copies of IDs/Passports for all the Directors/ registration and CR12 of organizations holding shares and secretaries listed in the documents must be attached. Sole proprietor must attach copies of IDs/Passports and CR13.	Mandatory
4.	<p>Bidders Must attach Certified Audited Accounts as per ICPAK guidelines on preparation of financial statement 2022 for any of the last Three (3) consecutive years (2021, 2022, 2023,2024).</p> <ul style="list-style-type: none"> • For purpose of evaluation, the audited accounts are considered to be Certified if issued by registered CPA firm/member recognized by ICPAK and signed by the Company's Director • The practicing number of the independent auditor i.e. CPA member/Firm signing the accounts must be indicated in the independent's auditors report. • Auditors practicing license for 2025 should be attached for the CPA Firm and CPA Member signing the accounts. • The Accounts must be complete (Full Audited Accounts i.e., not sections of it) • Any Discrepancies in the Accounts must be explained in the notes failure to which the accounts will be rejected • The service provider's accounts; <ul style="list-style-type: none"> • Current ratio must be ≥ 1 • Acid Test ratio must be ≥ 0.5 	Mandatory
5.	Bidders Must attach evidence of Financial Resources (Lines/Letter of credit) equal or above Kshs.20 million from a Bank or Cash in Account reflected in audited accounts above in criterial no. 5 (Account Statement to be certified as true copy of by a Commissioner of Oaths)	Mandatory
6.	Bidders Must provide a Current County Government Business License from the region they are offering services, clearly indicating location of Registered Office.	Mandatory
7.	Bidder Must Fill, sign and stamp the Tenderer Information Form (Section IV) in companies letter head.	Mandatory
8.	Bidder MUST provide Copy of Current/Valid NHIF or SHA Compliance Certificate. The Bidder Must attach a commitment letter to ensure future NHIF/SHA deductions are remitted.	Mandatory

9.	Bidder MUST provide Copy of Current/Valid NSSF Compliance Certificate. The Bidder Must attach a commitment letter to ensure future NSSF deductions are remitted.	Mandatory
10.	Bidders Must Duly fill, sign and stamp the Certificate of Independent Tender Determination Form (Section IV) in companies letter head.	Mandatory
11.	Bidders Must Duly fill, sign and stamp the Form SD1 Self declaration confirming that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 (Section IV) in companies letter head.	Mandatory
12.	Bidders Must Duly fill, sign and stamp the Form SD2 Self Declaration confirming that the person/tenderer will not engage in any corrupt or fraudulent practice (Section IV) in companies letter head.	Mandatory
13.	Bidders Must Duly fill, sign and stamp the provide Filled, Signed and Stamped Litigation history, in format provided in the tender document. (Form Con 2)	Mandatory
14.	Bidders Must Duly fill, sign and stamp the Confidential Business Questionnaire (Section IV) in companies letter head.	Mandatory
15.	Bidder Must provide Power of Attorney giving the name of the person who should be signing the bid, authorizing him to submit / execute the agreement as a binding document in the presence of a commissioner of Oath and signed by the directors of the company appearing on the CR12 with the highest shares; The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <ul style="list-style-type: none"> • A letter appointing a Power of Attorney who shall be authorized to commit the tenderer. • A specimen signature of such appointee shall be expressly included in the appointing letter. • A copy of the Identification card/passport for the appointee shall also be attached. 	Mandatory
16.	Bidders shall Submit the required number of tender document copies that is marked clearly One (1) original and Two (2 No.) copies (the copies should be clearly marked in a sequential format as copy 1, and copy 2 on the cover pages).	Mandatory
17.	Bidders Must Duly fill, sign and stamp Price schedule form	Mandatory
18.	All Tenders must be accompanied by a Guarantee of Kenya Shillings Five Million Only (Kshs.5,000,000.00) from an insurance company registered and licensed by the Insurance Regulatory Authority and listed by the Public Procurement Regulatory Authority or a Bank Guarantee from a Registered Commercial Bank in Kenya valid for 240 days from the date of tender opening. Verification shall be carried out to ascertain authenticity of the document.	Mandatory
19.	Bidder Must Fill, Sign and Stamp the Form of Tender in companies letter head.	Mandatory
20.	Bidders Must Duly fill, sign and stamp Form SD3 Self Declaration signed and stamped Declaration and Commitment to The Code of Ethics in companies letter head.	Mandatory

21.	The Original Bid Document issued by Kenya Railways Corporation shall be returned as part of the bid document submitted.	Mandatory
22.	Bidder Must duly fill, sign and stamp the tenderer information form in format provided and the required information in companies letter head (i.e. Beneficial Ownership to be filled as per the Beneficial Ownership Disclosure Form provided in the tender document in companies letter head)	Mandatory
23.	The Authorized person to sign the tender on behalf of the tenderer and must sign and stamp every page of the bid document in including all attachments, amendments and any alterations made with their official stamp.	Mandatory
24.	Bidders shall provide a copy of a valid registration certificate for NCA 3 and above and a copy of valid Practicing license for NCA 3 and above from the National Construction Authority for Civil works, Mechanical and Electrical.	Mandatory
25.	Submit authority to seek refence from the Bidders Bankers and ALL REFERNCES submitted in their bid document	Mandatory
26.	Bidders MUST ATTEND and submit a duly, filled and signed site viewing certificate signed by both the bidder and KR representative (viewing will be carried out on the set date and time that is 9th June, 2025 from 9:00am to 12:30pm) The site visit must be signed by the bidder and KR Representative	Mandatory
27.	<ul style="list-style-type: none"> • Bidders must chronologically serialize/sequentially paginated ALL PAGES OF THE BID DOCUMENT to ensure compliance with section 74 (1) (i) of Public Procurement and Assets Disposal Act, 2015. NUMERICALLY (From the first page in format 1,2,3,4 to the last Page). • The Bid document should be firmly / properly bound to avoid lose leaf's note that the use of spring files, boxed files or stapled documents shall be rejected 	Mandatory
<p>Pursuant to Section 79 of Public Procurement and Assets Disposal Act, 2015 any tender not meeting the mandatory and other eligibility criteria will not proceed to Technical Evaluation Stage.</p>		

TECHNICAL EVALUATION CRITERIA

No.	Description	Requirement	Score
1.	Specific experience of the firm	<p>The firm must provide evidence of at least three (3) similar engineering works of which MUST be completed in the last 5 years</p> <p>a) At least one such similar assignment (works) shall be of minimum value of Kenya Shillings 200 Million only (Kes. 200,000,000). The project should have been completed successfully or at certified project progress of over 75%. This has to be evidenced (attach completion certificate, progress report certified by the client/employer) (9 Marks)</p> <p>b) The remaining other two similar assignments (works) shall be of minimum value Kes One Hundred Million (100,000,000). (5 Marks for Each)</p> <p>c) The Bidder must Provide evidence to show his Annual volume of construction work is a minimum of Kshs 300,000,000 carried out in the last 3 consecutive years.</p> <p>(Bidder should provide a list of works, client names and reference person as well as contacts. The evidence must be reflected on the firm's financial statements provided) (10 Marks)</p> <p>d. Recommendation/ Reference Letters addressed to the MD Kenya Railways, from all the Assignments listed above. (2 marks each)</p> <p>For purposes of evaluation, bidders must attach copies of the contracts for each of the three (3) submitted assignment clearly indicating details of the assignment, name and contact address of the client, value of the</p>	35 Marks

		assignment, project duration and evidence of successful completion i.e., Completion or certified progress report by the client/Engineer	
2.	Work Plan and Methodology	<p>The firm should provide a logical, well-structured work plan consistent with the time frame for the production and demonstrate:</p> <ol style="list-style-type: none"> Understanding of the Terms of Reference / Scope of Construction of Building and civil works. (Detailed Write up) (5 Marks) Methodology clearly indicating a detailed description of the project activities. (15 Marks) Logical Work plan that clearly indicate timeframes and deliverables. (10 Marks) Organization: project organization structure for the proposed project (5 Marks) 	35 Marks
3.	PLANT & EQUIPMENT	<p>The Bidder must indicate the main plant and equipment considered by the company to be necessary for undertaking the project together with proof ownership or lease agreement.</p> <p>The essential equipment to be made available for the Contract by the Bidder</p> <ol style="list-style-type: none"> Backhoe/Excavator (1 No.) 5 marks Mobile Concrete Mixer (2 No.) – 3 marks Concrete Poker vibrators (2 No.) – 2 mark Tipper (2No.) – 2marks Hoist cranes (1 No)- 3 Marks <p>(Bidder must provide current proposals/evidence for timely acquisition or own, lease, hire, etc. Clearly indicating Source and Contacts for the firms if equipment are under lease)</p>	15 Marks

4.	<p>Qualification and Experience of Key Personnel</p>	<p>Bidders are required to provide Curriculum Vitae (CV) of two (2) key professional staff, of whom one will be the Project Team Leader (PTL) responsible for the day-to-day management of the project, with requisite qualification and experience as detailed below:</p> <p>KEY PROFESSIONAL STAFF: PROJECT TEAM LEADER (PTL)</p> <p>He/she must be a Registered Professional Civil Engineer/Architect with the Engineers Board of Kenya (EBK)/ Board of Registration of Architects & Quantity Surveyors of Kenya (BORAQSK) or equivalent body from the country of origin for foreigners.</p> <p>The bidder must attach:</p> <ul style="list-style-type: none"> a. Copy of degree Certificate duly certified by a Commissioner of Oaths. (3 Marks) b. Copy of professional registration/practicing license duly certified by a Commissioner of Oaths. (4 Marks) c. At least five (5) years general experience in construction (3 Marks) 	5 Marks
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5.		<p>KEY PROFESSIONAL STAFF: Electrical ENGINEER</p> <p>He/she must be a Registered Professional Electrical Engineer with the Engineers Board of Kenya (EBK) or an equivalent accreditation institution in their country of origin.</p> <p>The bidder must attach:</p> <ul style="list-style-type: none"> a) Copy of degree Certificate duly certified by a Commissioner of Oaths. (1 Marks) b) Valid Copy of professional registration & current practicing license for year 2024. (1 Marks) c) At least 8 years of experience as detailed in the <p>Curriculum Vitae (CV as PER FORM 2). (2 Marks)</p>	4 Marks
6.		<p>KEY PROFESSIONAL STAFF: MECHANICAL ENGINEER</p> <p>He/she must be a Registered Professional Mechanical Engineer with the Engineers Board of Kenya (EBK) or an equivalent accreditation institution in their country of origin.</p> <p>The bidder must attach:</p> <ul style="list-style-type: none"> a) Copy of degree Certificate duly certified by a Commissioner of Oaths. (1 Marks) b) Valid Copy of professional registration & current practicing license for year 2024. (1 Marks) c) At least 8 years of experience as detailed in the Curriculum Vitae (CV as PER FORM 2). (2 Marks) 	4 Marks

7.		<p>KEY PROFESSIONAL STAFF: Technician He/she must have a minimum of a diploma in civil engineering or Building Technology or equivalent. A member of good standing of a professional body in Kenya or an equivalent accreditation institution in their country of origin. The bidder must attach: a. Copy of Diploma/ Higher National Diploma Certificate duly certified by a Commissioner of Oaths. (0.5 Marks) b. Valid Copy of Membership license for year 2024. (0.5 Marks) c. At least three (5) years post qualification experience as detailed in the Curriculum Vitae (CV as PER FORM 2). (1 Marks)</p>	2 Marks
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NB: After technical evaluation of the tenders, those tenders that shall not have attain a minimum Pass mark of 70 shall be declared Non responsive and will be eliminated from the evaluation process and will therefore, not be considered for financial evaluation.

A. FINANCIAL EVALUATION CRITERIA

No	FINANCIAL EVALUATION	MUST COMPLY
1.	There is no discrepancy between the Figures and Words in the Form of Tender	Must Comply
2.	The BoQ is accurately filled, signed and stamp with the total contract price	Must Comply
3.	There is no discrepancy between the total in Figures and Words of the BQ	Must Comply
4.	The Total Price in the BoQ must be transferred to the Form of Tender. Any discrepancy between the total amount in the BoQ and Form of Tender shall lead to automatic disqualification.	Must Comply
5.	Pricing consistency (same rates for similar items, price distribution amongst sections)	Must Comply

6.	Reasonableness of pricing (comparison with prevailing market levels, inclusion of taxes [VAT] in the rates); and	Must Comply
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1 Tender Award

The tender will be awarded to the lowest evaluated responsive bidder who is determined to be qualified to perform the contract satisfactorily. The tenderer must have met all the tender requirements including the scope of work, terms of reference and technical specs.

Multiple Contracts – Not Applicable

Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1

- i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- ii) If a tenderer wins more than one Lot, the tender will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

OPTION 2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

4. Alternative Tenders (ITT 13.1) not applicable

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

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2- Works Requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

5. Margin of Preference is not applicable

6. Post qualification and Contract award (ITT 39), more specifically, state whether applicable or not

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
 - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings
 - ii) Minimum average annual construction turnover of Kenya

- Shillings _____ *[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last *[insert of year]* years.
- iii) At least _____ (*insert number*) of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings _____ equivalent.
 - iv) Contractor's Representative and Key Personnel, which are specified as _____
 - v) Contractor's key equipment listed on the table "Contractor's Equipment" below and more specifically listed as *[specify requirements for each lot as applicable]*
 - vi) Other conditions depending on their seriousness.
 - a) **History of non-performing contracts:**
Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non- performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last 5 *years*. The required information shall be furnished in the appropriate form.
 - b) **Pending Litigation**
Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.
 - c) **Litigation History**
There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last 5 *years*. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

7. QUALIFICATION FORM SUMMARY

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
1	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14.	Form of Tender	
3	Conflict of Interest	No conflicts of interest in accordance with ITT 3.3	Form of Tender	
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.8	Form of Tender	
5	State- owned Enterprise	Meets conditions of ITT 3.7	Forms ELI – 1.1 and 1.2, with attachments	
6	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI – 1.1 and 1.2, with attachments	
7	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1 st January 2017.	Form CON-2	
8	Suspension Based on Execution of Tender/Proposal Securing	Not under suspension based on-execution of a Tender/Proposal	Form of Tender	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
	Declaration by the Procuring Entity	Securing Declaration pursuant to ITT 19.9		
9	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON – 2	
10	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1 st January <i>2017</i>	Form CON – 2	
11	Financial Capabilities	(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings <i>[insert amount]</i> equivalent for the subject contract(s) net of the Tenderer's other commitments.	Form FIN – 3.1, with attachments	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
		<p>(ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last <i>[insert number of years]</i> years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.</p>		
12	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings <i>[Kshs 450 million]</i> , equivalent calculated as total certified payments received for contracts in progress and/or completed within the <i>last [3] years, divided by [3] years</i>	Form FIN – 3.2	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
13	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last [5] years, starting 1st January [2024].	Form EXP – 4.1	
14	Specific Construction & Contract Management Experience	<p>A minimum number of [Three] similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January 2019 and tender submission deadline i.e. 3No. Contracts, 2No. 100 million, 1 No. 200 Million equivalent.</p> <p><i>[In case the Works are to be tender as individual contracts under multiple contract procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options mentioned in ITT 35.4]</i></p> <p>The similarity of the contracts shall be based on the following: <i>[Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity,</i></p>	Form EXP 4.2(a)	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	<i>Document To be Completed by Tenderer</i>	<i>For Procuring Entity's Use (Qualification met or Not Met)</i>
		<i>construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITT 34.3]</i>		

QUALIFICATION FORMS

FORM EQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

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

Omit the following information for equipment owned by the Tenderer.

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

FORM PER -1

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

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

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

FORM PER-2:

Resume and Declaration - Contractor's Representative and Key Personnel.

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

Name of Tenderer

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

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

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

Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

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

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

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

- a) Be taken into consideration during Tender evaluation;
- b) Result in my disqualification from participating in the Tender;
- c) Result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____ Date: (day

month year): _____

1. TENDERER'S QUALIFICATION WITHOUT PRE-QUALIFICATION

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

FORM ELI -1.1

Tenderer Information Form

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not under the supervision of the Procuring Entity

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name Title or Designation

(Signature)

(Stamp)

(Date)

FORM ELI -1.2**Tenderer's JV Information Form (to be completed for each member of Tenderer's JV)**

Date: _____

ITT No. and title: _____

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
<p>1. Attached are copies of original documents of</p> <p><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 ITT 3.6.</p> <p><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 Procuring Entity, in accordance with ITT 3.8.</p> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

FORM CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria

Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.

Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria

No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.

Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.

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

[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Procuring Entity" or "Contractor"] Reason(s) for Litigation and award decision [indicate main reason(s)]	[insert amount]
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FORM FIN – 3.1: PART OF FORM CON 2

Financial Situation and Performance

Tenderer's Name: _____
 Date: _____
 JV Member's Name _____
 ITT No. and title: _____

4.4.1. Financial Data

Type of Financial information in _____ (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					

Type of Financial information in _____ (currency)	Historic information for previous _____ years, _____				
	(amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

4.4.2 Sources of Finance :- PART OF FORM CON 2

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

No.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

4.4.3 Financial documents:- PART OF FORM CON 2

The Tenderer and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity
(such as parent company or group member).
 - (b) Be independently audited or certified in accordance with local legislation.
 - (c) Be complete, including all notes to the financial statements.
 - (d) Correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹ for the _____ years required above; and complying with the requirements

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

FORM FIN – 3.2: :- PART OF FORM CON 2

Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

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

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

FORM FIN – 3.3: :- PART OF FORM CON 2**Financial Resources**

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

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1		
2		
3		

FORM FIN – 3.4: :- PART OF FORM CON 2**Current Contract Commitments / Works in Progress**

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

Current Contract Commitments					
	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month]
1					
2					
3					
4					

5					

FORM EXP - 4.1:- PART OF FORM CON 2

General Construction Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Page _____ of _____ pages

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

		Name of Procuring Entity: _____	
		Address: _____	

**FORM EXP - 4.2(a) :- PART OF FORM CON 2
Specific Construction and Contract Management Experience**

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

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

FORM EXP - 4.2 (a) (cont.) :- PART OF FORM CON 2

Specific Construction and Contract Management Experience (cont.)

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

FORM EXP - 4.2(b):- PART OF FORM CON 2**Construction Experience in Key Activities**

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name² (as per ITT 34): _____

ITT No. and title: _____

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: _

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

² If applicable

	Information
E-mail:	

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

2. Activity No. Two

3.

Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name _____ Title

or Designation _____

(Signature)

(Stamp)

(Date)

OTHER FORMS**2 FORM OF TENDER****INSTRUCTIONS TO TENDERERS**

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*
- iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
 - *Tenderer's Eligibility- Confidential Business Questionnaire*
 - *Certificate of Independent Tender Determination*
 - *Self-Declaration of the Tenderer*

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

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

Name and description of Tender *[Insert as per ITT]*

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

To: *[insert complete name of Procuring Entity]* Dear Sirs,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above-named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum of Kenya Shillings *[[Amount in figures]*_____Kenya Shillings *[amount in words]*_____.

The above amount includes foreign currency amount (s) of *[state figure or a percentage and currency]* *[figures]*_____ *[words]*_____.

The percentage or amount quoted above does not include provisional sums, and only allows not more than two foreign currencies.

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
3. We agree to adhere by this tender until _____ *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further

understand that you are not bound to accept the lowest or any tender you may receive.

5. We, the undersigned, further declare that:

- i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
- ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
- iii) Tender-Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;
- iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
- v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*

vi Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; or

Option 2, in case of multiple lots:

- a) ~~Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and~~
- b) ~~Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;~~
- vii) ~~Discounts: The discounts offered and the methodology for their application are:~~
- viii) ~~The discounts offered are: *[Specify in detail each discount offered.]*~~
- ix) ~~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]*;~~
- x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- xi) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
- xii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
- xiii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Project Manager, 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 Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- xiv) 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 ITT 3.8]*;
- xv) Commissions, gratuities, fees: We have paid, or will pay the following commissions,

gratuities, or fees with respect to the tender 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.”)

- xvi) **Binding Contract**: We understand that this Tender, 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;
- xvii) **Not Bound to Accept**: We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) **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;
- xix) **Collusive practices**: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from ___(*specify website*) during the procurement process and the execution of any resulting contract.
- xxi) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1- Fraud and Corruption**” attached to the Form of Tender.

Name of the Tenderer: **[insert complete name of person signing the Tender]*

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:

*******[insert complete name of person duly authorized to sign the Tender]*

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

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]*

Date signed _____ day of _____, _____

Notes

** In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer*

*** Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.*

A. TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

(a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

b) **Sole Proprietor**, provide the following details.

Name in full _____ Age _____ Nationality _____
 _____ Country of Origin _____ Citizenship _____

c) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) **Registered Company**, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company _____

Nominal Kenya Shillings

(Equivalent)..... Issued Kenya

Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) **DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.**

i) Are there any person/persons in (Name of Procuring Entity) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) **Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) **Certification**

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name _____ Title

or Designation _____

(Signature)

(Stamp)

(Date)

iii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____
 _____ [Name of Procuring Entity]
 for: _____ [Name and number of tender]
 in response to the request for tenders made by: _____ [Name of Tenderer] do
 hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name _____ Title_ Date _____

[Name, title and signature of authorized agent of Tenderer and Date].

B. SELF - DECLARATION FORMS**FORM SD1****SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I,, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of Tender No. for (*insert tender title/description*) for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

..... (Signature) (Date) (Title)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I, of P. O. Box being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of Tender No. for (*insert tender title/description*) for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....

..... (Title)
(Signature)

(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I (person) on behalf of (*Name of the Business/ Company/Firm*) declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....
Sign.....

Position.....
.....

Office address.....

Telephone.....

Email.....
.....

Name of the Firm/Company.....
...

Date..... (Company

Seal/ Rubber Stamp where applicable)

Witness

Name Sign.....

Date.....

C. APPENDIX 1-

FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (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, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior: -

- 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that subsection commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
 - a) shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
- c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another

person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, 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:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya 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
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA 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;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² 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 PPRA or any other appropriate authority appointed by

Government of Kenya; and

- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, 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.

²Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity 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.

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]**Beneficiary:****Request for Tenders No:****Date:****TENDER GUARANTEE No.:** _____**Guarantor:** _____

1. We have been informed that _____ (herein after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (herein after called " the Tender") for the execution of _____ under Request for Tenders No. ("The ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. 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 Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provide by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]**TENDER GUARANTEE No.:** _____

1. Whereas [*Name of the tenderer*] (Hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (Hereinafter called “the Tender”) for the execution of _____ under Request for Tenders No. _____ (“The ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (Hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (Hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 ____.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

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

TENDER-SECURING DECLARATION FORM

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:.....*[insert date (as day, month and year) of Tender Submission]*

Tender No.:.....*[insert number of tendering process]*

To:..... *[Insert complete name of Purchaser]* I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) Thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:..... Capacity /
 title (director or partner or sole proprietor, etc.) Name:
 Duly authorized to
 sign the bid for and on behalf of: *[insert complete name of Tenderer]*

Dated on day of *[Insert date of signing]* Seal or stamp

Appendix to Tender
Schedule of Currency requirements

Summary of currencies of the Tender for _____ *[insert name of Section of the Works]*

Name of currency	Amounts payable
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	
Provisional sums expressed in local currency _____ _____	[To be entered by the Procuring Entity]

PART II - WORK REQUIREMENTS

SECTION V - DRAWINGS

A list of drawings should be inserted here. The actual drawings including Site plans should be annexed in a separate booklet to be provided

SECTION VII- BILLS OF QUANTITIES

1. Objectives

The objectives of the Bill of Quantities are:

- a) to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and
- b) When a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and contents of the Bill of Quantities should be as simple and brief as possible.

2. Day work Schedule

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Procuring Entity of the realism of rates quoted by the Tenderers, the Day work Schedule should normally comprise the following:

- a) A list of the various classes of labor, materials, and Constructional Plant for which basic day work rates or prices are to be inserted by the Tenderer, together with a statement of the conditions under which the Contractor shall be paid for work executed on a day work basis.
- b) Nominal quantities for each item of day work, to be priced by each Tenderer at day work rates as Tender. The rate to be entered by the Tenderer against each basic day work item should include the Contractor's profit, overheads, supervision, and other charges.

3. Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Tenderers in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be

followed by an item in the Bill of Quantities inviting the Tenderer to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the tendering document. They should not be included in the final tendering document.

4. The Bills of Quantities

The Bills of Quantities should be divided generally into the following sections:

- a) Preambles
- b) Preliminary items
- c) Work Items
- c) Day work Schedule; and
- d) Provisional items
- e) Summary.

ITEM	DESCRIPTION	KSHS
A	PRICING ITEMS OF PRELIMINARIES	
	Prices SHALL BE INSERTED against items of “preliminaries” in the tenderer’s priced Bills of Quantities. Items not priced shall be deemed to be covered by rates entered in other items of ‘preliminaries’ or ‘measured works. The contractor is advised to read and understand all preliminary items.	
B	DESCRIPTION OF THE WORKS	
	The works to be carried out under this contract basically involve the Construction and Completion of a Block of Residential apartments and other associated electrical and mechanical installations and external works	
C	MEASUREMENTS	
	In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the Project Manager in accordance with Clauses 38 [Variations] of the General Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 38 of the said Conditions.	
D	LOCATION OF SITE	
	The site of the proposed works is located at Kenya Railways Aoko Estate, Plot LR No. 209/9534R, Nairobi County . The Contractor is advised to visit the site, to familiarize him with the nature and position of the site. No claims arising from the Contractor’s failure to do so will be entertained.	
E	CLEARING AWAY	
	The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused works and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager.	
	The whole of the works shall be delivered up clean, complete and in perfect	

	condition in every respect to the satisfaction of the Project Manager	
P1	Carried to Collection	-

ITEM	DESCRIPTION	KSHS
A	CLAIMS	
	It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and/or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such claim or intent to claim notice to the Project Manager within the contract period. No claims shall be entertained upon the expiry of the said contract period.	
B	ADVANCE PAYMENT	
	Advance Payment is not applicable and shall therefore not be granted in this Contract.	
C	PREVENTION OF ACCIDENT, DAMAGE OR LOSS	
	The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site.	
	Additional to the normal hoarding as hereunder provided, the contractor shall provide a covered board walk two meters wide around the perimeter of the whole building constructed of 25mm thick timber floor boarding on 100 x 50mm bearers at 600mm center's both ways: 24 gauge galvanized corrugated iron sheet	
D	WORKING CONDITIONS	
	The Contractor shall allow in his rates for any interference that he may encounter in the course of execution of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed.	
	Carried to Collection	Kshs
P2		-

ITEM	DESCRIPTION	KSHS
A	SIGN BOARD	
	Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.	
B	LABOUR CAMPS	
	The Contractor shall not be allowed to house labor on site. She/he shall allow for transporting workers to and from the site during the tenure of the contract.	
C	MATERIALS FROM DEMOLITIONS	
	Any materials arising from demolitions and not re-used shall become the property of Kenya Railways. The Contractor shall allow in his rates the cost of transporting the demolished materials to a site to be agreed with the Local Authority.	
D	PRICING RATES	
	The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.	
E	SECURITY	
	The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for the works and workers, equipment and materials on site.	
F	URGENCY OF THE WORKS	
	The Contractor is notified that these "works are urgent" and should be completed within the period stated in these Particular Preliminaries.	
	The Contractor shall allow in his rates for any costs he deems that he/she may incur by having to complete the works within the stipulated contract period.	

P3	Carried to Collection	Kshs -

ITEM	DESCRIPTION	KSHS
A	PAYMENT FOR MATERIALS ON SITE	
	All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by Kenya Railways. This is to include materials of the Contractor, nominated subcontractors and nominated suppliers.	
B	EXISTING SERVICES	
	Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.	
C	PERFORMANCE BOND	
	A bond of 10 % of the contract sum will be required in accordance with clause on award of contract of the Instructions to Tenderer's. No payment on account for the works executed will be made to the contractor until he has submitted the Performance Bond to the Employer duly signed, sealed and stamped from an approved Bank.	
D	TENDER DOCUMENTS	
	Tender documents will be as listed in Clause 6 of the Instruction to Tenderer's.	
E	DELIVERY OF TENDER	
	Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents or as indicated in the advertisement.	
	Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the advertisement. Tenders delivered/received later than the above time shall not be opened.	

	Carried to Collection	Kshs	-
P4			

ITEM	DESCRIPTION	KSHS
A	FLUCTUATION	
	THIS IS A FIXED PRICE CONTRACT AND FLUCTUATION CLAUSE SHALL NOT APPLY.	
B	VALUE ADDED TAX	
	The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1 st September, 1993 which requires payment of VAT on all contracts.	
	VAT will be calculated through all interim certificates and remitted by the contractor to the Commissioner in charge of VAT within the time stipulated in the Act. It should however be noted that this is not additional tax but a new mode of payment for VAT, whose excess will be refundable once the Contractor has submitted his monthly returns to the Commissioner of VAT who will do the refunds when satisfied that the VAT regulations have been complied with.	
	V.A.T is included in this contract and no claims whatsoever will be allowed for in respect of V.A.T if the tenderer fails to include them in his unit rates. It is also to be noted that V.A.T be worked out in the unit rates and not as a percentage of the total.	
C	WITH-HOLDING TAX	
	The Tenderers are herein informed that a With-holding Tax of 3% will be deducted from the monies due or to become due under all certificates submitted for payment. It should however be noted that this is not additional tax but a new mode of payment of Income Tax. Any excess payment will be refundable once the contractor has submitted his annual returns to the Commissioner of Income Tax who will do the refunds once satisfied that all regulations relating to Income Tax returns have been complied with.	
D	KENYA BUREAU OF STANDARDS LEVY	
	The tenderers' attention is drawn to the Standard Act Cap 496 and the Standard Levy Order of 1990 amended through legal notice no. 183 of 26 th November 1999 requiring payment of levy as stipulated in the Act to the Kenya Bureau of Standards.	

	Carried to Collection	Kshs
		-
P5		

ITEM	DESCRIPTION	KSHS
A	EXCEPTION TO THE STANDARD METHOD OF	
	Attendance; Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted: -	
	Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same.	
	Fix Only:-	
	"Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.	
B	FORM OF CONTRACT	
	The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender	
	Document for Procurement of Building and Associated Civil Engineering Works (Revised 2015 by the Public Procurement Oversight Authority) included herein	
	The Conditions of Contract are also included herein	
	Conditions of Contract	
	These are numbered from 1 to 58 and included herein.	
	Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Conditions of contract part of these Bills of Quantities	
C	BOND.	

	<p>The Contractor shall find and submit on the Form of Tender an approved bank and who will be willing to be bound to the Government in an amount equal to Ten (10%) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the Employer and who will when and if called upon, sign a Bond to that effect on the relevant standard form included herein. (Without the addition of any limitations) on the same day as the Contract Agreement is signed, by the Client, the Contractor shall furnish within seven days another Surety to the approval of the Procuring Entity.</p>	
	<p>TOTAL CARRIED TO COLLECTION</p>	<p>KSHS</p>
		<p>-</p>
<p>P8</p>		

ITEM	DESCRIPTION	KSHS
A	PLANT, TOOLS AND VEHICLES	
	Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.	
B	TRANSPORT.	
	Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities	
C	MATERIALS AND WORKMANSHIP.	
	All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.	
D	SIGN FOR MATERIALS SUPPLIED.	
	The Contractor will be required to sign a receipt for all articles and materials supplied by the EMPLOYER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the EMPLOYER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the EMPLOYER.	
E	SITE OFFICE, LOCK UP SHEDS & STORAGE	
	The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and offices and make good damaged or disturbed surfaces upon completion to the satisfaction of the EMPLOYER. Nominated Sub- Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.	

ITEM	DESCRIPTION	KSHS
A	<p>SAMPLES</p> <p>The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the EMPLOYER for his approval until such samples are approved by the EMPLOYER and the EMPLOYER, may reject any material or workmanship not in his opinion to be up to approved samples. THE EMPLOYER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the EMPLOYER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Roads and Public Works. The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the EMPLOYER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.</p>	
B	<p>GOVERNMENT ACTS REGARDING WORK, PEOPLE ETC.</p> <p>Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labor and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople.</p> <p>The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labor, labor camps, passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organization of the works, supply and control of labor, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained</p>	
	SECURITY OF WORKS ETC.	

	The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public	
	PUBLIC AND PRIVATE ROADS.	
	Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the Employer	
P10	TOTAL CARRIED TO COLLECTION KSHS	-

ITEM	DESCRIPTION	KSHS
A	EXISTING PROPERTY.	
	The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the Employer	
B	VISIT SITE AND EXAMINE DRAWINGS.	
	The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.	
C	ACCESS TO SITE AND TEMPORARY ROADS.	
	Means of access to the Site shall be agreed with the Employer prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the Employer.	
D	AREA TO BE OCCUPIED BY THE CONTRACTOR	
	The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the Employer.	
E	WATER AND ELECTRICITY SUPPLY FOR THE WORKS	

ITEM	DESCRIPTION	KSHS
A	SANITATION OF THE WORKS	
	The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Central Government and/or County Government, Labor Department and the Employer.	
B	SUPERVISION AND WORKING HOURS	
	The works shall be executed under the direction and to the entire satisfaction in all respects of the Employer who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub- Contractors or other places where work is being prepared for the contract	
C	PROVISIONAL SUMS.	
	The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A 7(i) of the Standard Method of Measurement mentioned in the attached Conditions of Contract. Such sums are net and no addition shall be made to them for profit.	
D	PRIME COST (OR P.C.) SUMS.	
	The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement mentioned in these Conditions of Contract. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods as stated in the attached Conditions of Contract are described herein as Nominated Sub-Contractors.	
	Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.	
E	PROGRESS CHART.	
	The Contractor shall provide within two weeks of Possession of Site and in agreement with the Employer a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.	

	TOTAL CARRIED TO COLLECTION	KSHS
		-
P12		

	TOTAL CARRIED TO COLLECTION KSHS	-
P13		

ITEM	DESCRIPTION	KSHS
A	NOMINATED SUB-CONTRACTORS	
	When any work is ordered by the Employer to be executed by nominated sub- contractors, the Contractor shall enter into sub- contracts as described in the attached Conditions of Contract and shall thereafter be responsible for such sub- contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub- contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".	
B	DIRECT CONTRACTS	
	Notwithstanding the foregoing conditions, the Government reserves the right to place a	
	"Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.	
C	ATTENDANCE UPON OTHER TRADESMEN, ETC.	
	The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the Employer and the work will be measured and paid for to the extent executed at rates provided in these Bills.	

P14	TOTAL CARRIED TO COLLECTION KSHS	-

ITEM	DESCRIPTION	KSHS
A	INSURANCE	
	The Contractor shall insure as required in Clause 30 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the Employer either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the Employer shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the Employer's inspection	
B	PROVISIONAL WORK	
	All work described as "Provisional" in these Bills of Quantities is subject to re- measurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Employer.	
	Immediately the work is ready for measuring, the Contractor shall give notice to the Employer. If the Contractor makes default in these respects he shall if the Employer so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.	
C	ALTERATIONS TO BILLS, PRICING, ETC.	
	Any unauthorized alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored.	
	The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities.	
	All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted	
D	BLASTING OPERATIONS	

	Blasting will only be allowed with the express permission of the Employer in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the Employer governing the use and storage of explosives.	
	TOTAL CARRIED TO COLLECTION	
	KSHS	-
P15		

ITEM	DESCRIPTION	KSHS
A	MATERIALS ARISING FROM EXCAVATIONS	
	Materials of any kind obtained from the excavations shall be the property of the Government. Unless the Employer directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the Employer Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.	
B	PROTECTION OF THE WORKS.	
	Provide protection of the whole of the works contained in the Bills of Quantities, including casing, casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the Employer and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.	
C	REMOVAL OF RUBBISH ETC.	
	Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.	
D	WORKS TO BE DELIVERED UP CLEAN	
	Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the Employer.	

	TOTAL CARRIED TO COLLECTION	KSHS
		-
P16		

ITEM	DESCRIPTION	KSHS
A	GENERAL SPECIFICATION.	
	For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works, General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.	
B	TRAINING LEVY	
	The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 50,000.00 in value.	
C	MATERIALS ON SITE	
	All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the Employer. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers	
D	HOARDING	
	The Contractor shall enclose all the site under construction with a hoarding 2400 mm high consisting of iron sheets gauge 30 on 100 x 50 mm second grade treated sawn cypress timber posts firmly secured at 1800 mm centres with two 75 x 50 mm second grade treated sawn cypress timber rails. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.	
E	CONTRACTOR'S SUPERINTENDENCE/SITE AGENT	

ITEM	DESCRIPTION	KSHS
A	OFFICE ETC. FOR THE PROJECT MANAGER	
	<p>The Contractor shall provide, erect and maintain where directed on site the standard type temporary Project Manager's office (Approx. 40 SM) , complete with office furniture. He shall provide, erect and maintain a lock-up type water closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.</p>	
B	SITE SUPERVISION & PROJECT MANAGER'S EXPENSE	
	<p>Provisional Sum of Kenyan Shillings Thirty-Three Million Only for remuneration of the Project Manager's staff to be maintained for the sole purpose of the project supervision.</p>	25,000,000.00
	<p>The Project Manager shall maintain the following Staff for the sole purpose of project supervision:</p>	
	1 No. Architect & 1 No. Assistant Architect	
	1 No. Structural Engineer & 1 No. Assistant Structural Engineer	
	1 No. Electrical Engineer & 1 No. Assistant E. Engineer	
	1No. Mechanical Engineer & 1 No. Assistant Mechanical	

	TOTAL CARRIED TO COLLECTION	KSHS	-
P18			

ITEM	DESCRIPTION	KSHS
A	PROVISIONAL SUMS FOR STATUTORY APPROVAL FEES	
	In compliance with the statutory regulations, the Employer and contractor shall ensure that the site and works are in full compliance with the requisite statutory approvals.	
	The following sums shall be provided to cover for the requisite fees as stated:	
	i) Environmental and Social Impact assessment (ESIA)	450,000.00
	ii) Geotechnical survey	1,000,000.00
	Carried to Collection	1,450,000.00
	COLLECTION	
	Brought forward from page P/7	-
	Brought forward from page P/8	-
	Brought forward from page P/9	-
	Brought forward from page P/10	-
	Brought forward from page P/11	-
	Brought forward from page P/12	-
	Brought forward from page P/13	-
	Brought forward from page P/14	-
	Brought forward from page P/15	-
	Brought forward from page P/16	-
	Brought forward from page P/17	
	Brought forward from page P/18	-
	Brought forward from page P/19	1,450,000.00

P19	TOTAL FOR GENERAL PRELIMINARIES CARRIED TO MAIN SUMMARY	
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ITEM	DESCRIPTION	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
	<u>SECTION NO. 3</u>				
	<u>PROPOSED KR APARTMENT, AOKO ESTATE, PHASE 1</u>				
	ELEMENT NO. 1				
	<u>SUBSTRUCTURES (PROVISIONAL)</u>				
	Site preparation				
A	Gladiator TC' chemical anti termite treatment to top surfaces of hardcore blinding executed by Insecta Limited or other equal and approved anti termite treatment under a ten-year guarantee	SM	724		
	Excavation				
B	Excavate for vegetable soil average 200 mm deep: remove from site	SM	724		
C	Bulk excavation to reduced level, average depth not exceeding				
	1.5 metres from stripped level; remove from site	CM	724		
D	Excavate foundation trenches up to depths not exceeding 1.5				
	metres deep from the reduced level	CM	290		
E	Excavate for column bases up to depths not exceeding 1.5				
	metres deep from the reduced level	CM	347		
F	Excavate for Lift bases up to depths not exceeding 1.5				
	metres deep from the reduced level	CM	11		
G	Ditto: Exceeding 1.5m but not exceeding 3.0				
	metres deep from the reduced level	CM	11		
H	Extra over excavation for excavating in rock irrespective				
	of the class	CM	191		

	Disposal of excavated material				
I	Backfill and compact in 150 mm layers: selected excavated				
	materials	CM	345		
J	Remove surplus spoil from site and deposit in permanent spoil				
	heaps at a site to be agreed with the Local Authority	CM	292		
	Carried to Collection			KSHS	-

ITE	DESCRIPTI	UNI	QTY	RATE	AMOUNT
	Planking and strutting				
A	Planking and strutting to sides of all excavations: keep excavations free from all fallen materials	ITEM			
	Disposal of water				
B	Keep excavations free from all water	ITE			
	Fillings				
C	Murram fillings: deposited, spread; well watered levelled and compacted in layers not exceeding 150mm thick under floors to level and slope as required (provisional)	CM	724		
D	300 mm Crushed stone hardcore: ditto	SM	634		
E	50 mm Stone dust blinding to surfaces of hardcore rolled smooth to receive polythene damp proofing membrane (m/s)	SM	634		
	Insitu mass concrete class 15 (19 mm aggregates): vibrated: to				
F	75 mm Blinding under strip foundation	SM	194		
G	Ditto: under Column bases	SM	231		
	Insitu concrete class 25 (20 mm aggregate): vibrated: reinforced				
H	Column bases	CM	139		
I	Columns	CM	9		
J	Strip foundations	CM	15		
K	200 mm Thick Lift wall	SM	14		
L	150 mm slab	SM	544		

	Carried to Collection			KSHS	-

ITE	DESCRIPTI	UNI	QTY	RATE	AMOUNT
	Precast Concrete units				
A	600 x 600 x 50 mm concrete paving slabs	SM	90		
	Deformed Steel bars grade60/PNS 415 to B.S. 4449:2005 GR B500B (Provisional)				
B	8mm bars	KG	1530		
C	10 mm Diameter bars	KG	4800		
D	12 mm Diameter bars	KG	5800		
E	16 mm Diameter bars	KG	9833		
F	20 mm Diameter bars	KG	3910		
G	25 mm Diameter bars	KG	1340		
	Mesh fabric reinforcement to B.S. 4483: BRC reference A142 weighing 2.22 kilogrammes per square metre: in				
H	Floor bed: 200 mm laps	SM	60		
	Marine Ply formwork: to				
I	Vertical sides: foundations	SM	51		
J	Ditto: Column base	SM	679		
K	Ditto: Columns & Lift wall	SM	98		
L	Edges of floor slab: over 75 but not exceeding 150 mm high	LM	94		
	Medium chisel dressed natural stone walling with a minimum of 7.0 N/mm² average compressive strength to B.S 5390; bedded and jointed in cement and sand (1:4) mortar; reinforced with 25 x 3 mm hick hoop iron				

	strips at alternate courses to: -				
M	200 mm Thick walls	SM	644		
	Carried to collection				-

	TOTAL CARRIED TO SUMMARY			KSHS	-

ITE	DESCRIPTI	UNI	QTY	RATE	AMOUNT
	SECTION NO. 3				
	<u>PROPOSED KR APARTMENT, AOKO ESTATE, PHASE 1</u>				
	ELEMENT NO. 2				
	REINFORCED CONCRETE				
	Insitu concrete class 25 (20 mm aggregate): vibrated:				
	reinforced				
A	Beams	CM	160		
B	Columns	CM	112		
C	Concrete Upstands	CM	15		
D	200 mm Thick lift shaft	SM	176		
E	150 mm Thick suspended slab	SM	2430		
F	150 mm Thick suspended roof slab	SM	540		
G	150 mm Thick gutter	SM	194		
	Deformed Steel bars grade60/PNS 415 to B.S. 4449:2005 GR B500B (Provisional)				
H	8 mm Diameter bars	KG	1480		
I	10 mm Diameter bars	KG	2960		
J	12 mm Diameter bars	KG	2220		
K	16 mm Diameter bars	KG	2960		
L	20 mm Diameter bars	KG	1520		
M	25 mm Diameter bars	KG	1020		
N	32 mm Diameter bars	KG	5400		
	Carried to collection			Kshs	-

ITE	DESCRIPTI	UNI	QTY	RATE	AMOUNT
	Marine Ply formwork: to				
A	Sides and soffits: beams	SM	1952		
B	Vertical sides: Columns	SM	1119		
C	Vertical sides: Lift shaft	SM	352		
D	Soffits of suspended floor slab	SM	2970		
E	Sides & soffits of gutter	SM	388		
F	Edges of floor slab: exceeding 75mm but not 150mm girth	LM	1034		
	Carried to Collection			Kshs	-
	COLLECTION				
	PAGE NO. 3/5				-
	PAGE NO. 3/6				-
	CARRIED TO SUMMARY			KSHS	-

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
	<u>SECTION NO. 3</u>				
	<u>PROPOSED KR APARTMENT, AOKO ESTATE, PHASE 1</u>				
	ELEMENT NO. 3				
	STAIRCASES				
	STAIRCASES (1NO.)				
	Insitu concrete: class 25 (20 mm aggregate): vibrated:				
	reinforced				
A	Staircases	CM	15		
B	150 mm Thick suspended landing	SM	31		
	Deformed Steel bars grade60/PNS 415 to B.S. 4449:2005 GR B500B (Provisional)				
C	12 mm Diameter bars	KG	450		
D	8 mm Diameter bars	KG	450		
	Marine Ply formwork: to				
E	Sloping soffits of staircases	SM	102		
F	Vertical risers: over 75 but not exceeding 150 mm wide	LM	280		
G	Ditto: edges of landings	LM	67		
H	Sides: sloping staircase strings 350 mm wide (extreme): cut				
	to profile	LM	64		
I	Soffits: suspended landings	SM	31		
	Carried to collection			KSHS	-

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
	20 mm Thick Insitu terrazzo paving: polished: on screeded beds(m/s): to				
A	Landings	SM	31		
B	300 mm Wide treads : rounded edge	LM	291		
C	150 mm high risers	LM	280		
D	10mm Thick x 150 mm high skirting: with rounded top and coved junction with floor	LM	38		
E	Ditto: raking: to profile of treads and risers	LM	571		
F	----- 30mm x 50 mm wide non-slip carborundum	LM	280		
G	3mm x 25 mm deep aluminium dividing strips set into terrazzo paving (provisional)	LM	24		
	12 mm Thick lime plaster: steel trowelled: on concrete or blockwork: to				
H	Horizontal soffits: landings	SM	31		
I	Slopping soffits: staircases	SM	102		
J	Sides: sloping staircase strings	SM	64		
K	Vertical: edges of landings 150 mm wide	LM	67		
	Prepare and apply three coats first grade matt emulsion paint or equal and approved paint: on plastered surfaces: to:				
L	Soffits: landings	SM	31		
M	Ditto: slopping staircases	SM	102		
N	Sides: sloping staircase strings	SM	64		

O	Vertical: edges of landings over 100 but not exceeding				
	200 mm high	LM	67		
	Carried to Collection			KSHS	-

ITE	DESCRIPTI	UNI	QTY	RATE	AMOUNT
	30 mm Thick Cement and sand screeded beds on				
	concrete: to				
A	Landings: finished to receive terrazzo floorings	SM	31		
B	Ditto: 300 mm wide treads: ditto	LM	291		
C	Ditto: 150 mm risers: ditto	LM	280		
	STAIRCASE BALUSTRADING				
	Oak wood handrail				
	100 mm Diameter Thick oak wood timber handrail, jointed to				
	fish tailed 20 x 20 x 3mm steel wall brackets grouted to wall				
D	at 1200mm centres	LM	129		
	BALCONY AND TERRACE BALUSTRADING				
	900 mm High Balcony Railing comprising of 10 mm				
	thick toughened glass fixed in 50 mm Diameter stainless				
	steel handrail and 25 x 25 x 25 mm U channel morticed in				
	concrete				
E	900 mm High balustrading	LM	149		
	Carried to Collection			KSHS	-
	COLLECTION				
	PAGE NO. 3/7				-
	PAGE NO. 3/8				-
	PAGE NO. 3/9				-

	TOTAL CARRIED TO SUMMARY			KSHS	-

ITE	DESCRIPTI	UNI	QTY	RATE	AMOUNT
	SECTION NO. 3				
	PROPOSED KR APARTMENT, AOKO ESTATE, PHASE 1				
	ELEMENT NO. 4				
	WALLING				
	EXTERNAL WALLS				
	Natural Quarry stone walling with a minimum of				
	7.0 N/mm2 average compressive strength to B.S 5390;				
	bedded and jointed in cement and sand (1:4) mortar;				
	reinforced with 25 x 3 mm hick hoop iron strips at				
	alternate courses to: -				
A	200 mm Thick machine cut walls	SM	2162		
B	Ditto: 900 mm High parapet walls	SM	162		
	INTERNAL WALLS				
	Concrete block walling with a minimum of				
	7.0 N/mm2 average compressive strength to B.S 5390;				
	bedded and jointed in cement and sand (1:4) mortar;				
	reinforced with 25 x 3 mm hick hoop iron strips at				
	alternate courses to: -				
C	200 mm Walls	SM	2420		
D	150 mm Walls	SM	0		
	Damp - proof course: bituminous felt: bedded				
	in cement and sand (1:3) mortar: 300 mm laps				
E	Horizontal: 200 mm wide	LM	321		

	CARRIED TO SUMMARY			KSHS	-

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
	PROPOSED KR APARTMENT, AOKO ESTATE, PHASE 1				
	ELEMENT NO. 5				
	ROOFING AND RAINWATER DISPOSAL				
	FLAT ROOF FINISHES				
	Light weight cement and sand (mix 1:4) screed laid to falls and cross falls to:				
A	50 mm Thick (average) finished to receive APP membrane (measured separately)	SM	544		
B	50 mm Thick (average) finished to receive eurocon tiles (measured separately)	SM	544		
C	50 mm Thick (average) in gutters: finished to receive EPDM rubber (measured separately)	SM	161		
D	Cut groove size 50 x 50 mm deep into concrete gutter slab for turning in flashing: grout in cement and sand mortar	LM	146		
	APP (Atactic polypropylene) or equal approved; bituminous waterproofing membrane: in two layers: laid in accordance with the manufacturer's instructions: on concrete: to:				
E	20 mm Thick to roof	SM	544		
	Ethylene propylene diene terpolymer (EPDM) rubber: on screeded beds (measured separately): fixed with approved adhesive: in accordance with manufacturer's specifications: to:				
F	Gutters: twice dressed into groove	SM	340		
G	Dress and dish around 110 mm outlets	NO	8		

	600 x 600 x 10 mm Thick high quality eurocon tiles or other				
	equal and approved "terraces look" or specified profile				
	: of PEI 5 rating: grouted and pointed in approved				
	adhesive: in:				
H	Flat roof finish	SM	544		
	CARRIED TO SUMMARY			KES	-

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ITE	DESCRIPTI	UNI	QTY	RATE	AMOUNT
	Prepare and apply three coats polyurethane clear varnish: on wood: to				
A	Window board	LM	262		
	Carried to Collection			KSHS	-
	COLLECTION				
	PAGE NO. 3/12				-
	PAGE NO. 3/13				-
	PAGE NO. 3/14				-
	TOTAL CARRIED TO SUMMARY			KSHS	-

ITE	DESCRIPTI	UNI	QTY	RATE	AMOUNT
	<u>SECTION NO. 3</u>				
	<u>PROPOSED KR APARTMENT, AOKO ESTATE, PHASE 1</u>				
	<u>ELEMENT NO. 7</u>				
	DOORS				
	ALUMINIUM DOOR				
	Aluminium Doors				
	Heavy Duty Powder Coated Aluminium doors from approved manufacturer(s) complete with frames mullions transomes railing and necessary intermediate reinforcement elements including all weather strips, rubber glazing strips, couplings, ironmongery including hinges, fasteners and stays, sliding rails(where necessary) bars; panes in 8mm laminated glazing all as shown in the Architects schedule				
A	Door size 3200 x 2400 mm High (D06)	NO	1		
B	Sliding door size 2600 x 2400 mm High (D09)	NO	22		
C	Single door size : 1200 x 2400 mm High	NO	24		
	Carried to Collection			Kshs	

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
	Supply and fix the following ironmongery to timber complete with matching screws and keys as per 'UNION' manufacturer's (reference to a particular catalogue are given as a guide to type and quality only, other equal and approved alternatives may be used)				
A	150 mm heavy duty aluminium tapered hinges: with aluminium				
	pin and screws; stainless steel double ball bearing	PRS	72		
B	Polished Stainless steel three lever mortice door lock and				
	brass handle furniture set;(keyhole escutcheons, cylinder				
	and latch); Reference to "UNION" Catalogue NO. 2237				
	or equal and approved	NO	30		
C	Ditto: But 2 Lever as per "UNION" catalogue	NO	18		
D	38mm Stainless steel floor mounted door stopper: Reference				
	to UNION 8400; rawl bolted to concrete	NO	74		
	Prepare and apply one coat aluminium wood primer: before fixing: on wood: to				
E	Surfaces not exceeding 100 mm girth	LM	548		
F	Ditto: over 100 but not exceeding 200 mm girth	LM	274		
	Prepare and apply three coats first grade polyurethane clear varnish: on wood: to				
G	Timber doors: general surfaces	SM	207		
H	Frames: over 100 but not exceeding 200 mm girth	LM	274		
I	Architraves: not exceeding 100 mm girth	LM	548		

	Carried to Collection			KSHS	-

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
	COLLECTION				
	PAGE NO. 3/15				-
	PAGE NO. 3/16				-
	PAGE NO. 3/17				-
	TOTAL CARRIED TO SUMMARY			KSHS	-

ITE	DESCRIPTI	UNI	QTY	RATE	AMOUNT
	<u>SECTION NO. 3</u>				
	<u>PROPOSED KR APARTMENT, AOKO ESTATE, PHASE 1</u>				
	ELEMENT NO. 8				
	FINISHES				
	<u>FLOOR FINISHES</u>				
	Cement and sand (1:4) screeded beds: on concrete: to				
A	30 mm Thick floors: finished to receive Porcelain tiles	SM	649		
B	30 mm Thick floors: finished to receive Porcelain tiles	SM	2005		
C	20 mm Thick floor: finished to receive terrazzo flooring	SM	320		
	900 x 900 x 10mm Thick Matt Porcelain floor tiles (PC Rate = 2500/-) as Saj 9001 or equal and approved porcelain: on screeded beds(m/s) with cement grout and point in matching cement grout: to				
C	Floors	SM	378		
D	10 mm Thick x 150 mm high skirting with rounded top	LM	45		
	600 x 600 x 10mm Thick polished Porcelain tiles (PC Rate = 2500/-) as Saj 6001: on screeded				
E	Floors	SM	2005		
F	10 mm Thick x 150 mm high skirting with rounded top	LM	3111		
	20 mm Thick insitu terrazzo paving: polished: on screeded beds(m/s): to				
G	Floors	SM	320		

H	10 mm Thick x 150 mm high skirting with rounded top	LM	270		
	Carried to Collection			KSHS	-

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
	EXTERNAL WALL FINISH				
	20 mm thick cement sand (1:3) render: wood floated: on concrete or blockwork: to				
A	Beams & Column surfaces	SM	394		
B	Walls	SM	1513		
C	Extra over: Wall surfaces for keying	SM	649		
	Prepare and apply exterior textured paint as RUFF N TUFF				
	or other equal and approved paint: on rendered surfaces: to				
D	Rendered Beams & Column surfaces	SM	394		
E	Wall surfaces	SM	1010		
	25 mm random stone facing to plastered surface; patterned as per Architect's detail: to				
F	Wall surfaces	SM	503		
	INTERNAL WALL FINISHES				
	12 mm Thick lime plaster: steel trowelled: on concrete or blockwork: to				
G	Walls	SM	6094		
H	Beams & Column surfaces internally	SM	1195		
	300 x 600 x 10mm Thick first quality porcelain tiles (PC Rate=1500/-) as Saj: on backings(m/s) with cement grout and point in matching cement grout: to				
I	Walls	SM	908		

J	Mettalic tile corner strip	LM	490		
	Carried to Collection			Kshs	

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
	12 mm Cement and sand (1:4) backings: on concrete or blockwork: to				
A	Walls: finished to receive glazed tiles	SM	908		
	Prepare and apply three coats first grade plastic emulsion paint: on plaster: to				
B	Walls	SM	6094		
C	Beams & Column surfaces internally	SM	1195		
	CEILING FINISHES				
	12 mm Thick lime plaster: steel trowelled: on concrete : to				
D	Horizontal soffits of suspended slabs	SM	2974		
	Gypsum Decorations				
E	Orac plaster ceiling rose ref R24 mounted to ceiling surface	NO	22		
F	195 x 150 mm Orac Décor collection C334 mounted to ceiling surface	LM	5280		
	Prepare and apply three coats of first grade vinyl matt emulsion paint or other equal and approved paint; on				
E	Plastered horizontal soffits of suspended slabs	SM	2974		
	Carried to Collection			KSHS	-
	COLLECTION				
	PAGE NO. 3/19				-
	PAGE NO. 3/20				-
	PAGE NO. 3/21				-
	TOTAL CARRIED TO SUMMARY			KSHS	-

ITE	DESCRIPTI	UNI	QTY	RATE	AMOUNT
	SECTION NO. 3				
	PROPOSED KR APARTMENT, AOKO ESTATE,				
	ELEMENT NO. 9				
	SECTION NO. 3				
	Kitchen Cabinets (22 No.)				
	<i>Fabricate, supply and install the following units, as per drawings with all fixing accessories, drawers, shelves, hardware, and ironmongery and made of : 18mm thick MDF for wall hung and lower cabinets, 12mm thick sandwich panel for shelves with approved finish. For dimensions refer to detailed drawings. Low level kitchen cabinets including 20 mm thick granite countertop and all preparatory works for the installation of the required sink and sanitary fixtures. As shown in kitchen counter schedule</i>				
A	Low Level Cabinet: Size 6200 x 600x 900 mm	NO	22		
B	High Level Cabinet: Size 6200 x 350 x 900 mm	NO	22		
	Wardrobes (66NO)				
	<i>Fabricate, supply and install the following units, as per drawings with all fixing accessories, drawers, shelves, hardware, and ironmongery and made of : 18mm thick MDF for wall hung and lower cabinets, 12mm thick sandwich panel for shelves with approved finish. For dimensions refer to detailed drawings. All to the Interior Designers detail and schedule</i>				
C	Wardrobes: Size 2100 x 600 x 2400 mm	NO	66		
	CARRIED TO SUMMARY			Kshs	-

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	TOTAL CARRIED TO SUMMARY				-

ITE	DESCRIPTION	UN	QT	RATE	AMOUNT
	SECTION NO. 4				
	EXTERNAL WORKS (PROVISIONAL)				
	ELEMENT NO. 1				
	<u>RELOCATION OF SERVICES & CUTTING TREES</u>				
A	Allow a provision of Kshs 1,000,000.00 for relocation of services and public utilities before commencing the works	Item	1		1,000,000.00
B	Cut the existing trees; average girth 600 mm; dispose off from site	Item	10		
	CARRIED TO SUMMARY			KSHS	

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
	SECTION NO. 4				
	EXTERNAL WORKS (PROVISIONAL)				
	ELEMENT NO. 2				
	DRAINAGE				
	STORM WATER DRAINAGE				
	Excavate, part backfill and remove surplus				
	spoil from site: plank and strut sides of				
	excavation including removing fallen				
	materials: keep excavations free from all				
	water:				
	grade and compact bottoms of excavation				
	to falls				
A	For 750 x 300mm wide channel: not exceeding				
	1.50				
	metres deep	LM	69		
B	Extra over for excavating in hard rock	CM	11		
	Precast concrete units as described in:-				
C	IBD size 350 x 150mm with 300mm diameter				
	dished channel				
	laid and jointed in 600mm lengths with				
	cement/sand (1:3)				
	mortar on and including 100mm murrum bed.	LM	69		
D	300 x 250 x 50mm Thick side slabs in one row				
	laid on soil				
	surfaces and pointed in cement/sand (1:3)	SM	41		
	mortar mix.				
	Headwalls				
E	Provide all materials and construct complete				
	200mm thick				
	headwalls to culverts including allowing for				
	boxing				
	overall 1500mm.	SM	10		

	Culverts				
F	600mm Diameter precast concrete culverts with spigot and sockets jointed together.	LM	9		
	TOTAL CARRIED TO SUMMARY			KSHS	-

ITE	DESCRIPTION	UIN	QT	RATE	AMOUNT
	SECTION NO. 4				
	EXTERNAL WORKS				
	ELEMENT NO. 3				
	<u>FOUL WATER DRAINAGE (PROVISIONAL)</u>				
	Excavations				
	Excavation including maintaining and supporting sides of excavation from mud, surface water and fallen soil by pumping, baling or otherwise.				
A	Mass excavations for septic tank, 0-1500mm deep	CM	54		
B	Ditto exceeding 1500mm but not exceeding 3000mm	CM	36		
C	Ditto exceeding 3000mm but not exceeding 4500mm	CM	0		
D	Extra over excavation in rock irrespective of any class	CM	27		
	Disposal				
E	Load and cart away excavated materials to an area allowed by the County Government	CM	90		
	Concrete works				
	Mass concrete class 15/20 aggregate as described in:-				
F	50mm Thick blinding under bed	SM	36		
	Reinforced concrete class 25/20 aggregate described in:-				
G	125mm Thick bed	SM	36		
H	125mm Thick suspended slab	SM	36		
I	100mm Thick baffle walls	SM	9		
J	200 mm Thick R.C Wall	SM	63		

	Deformed Steel bars grade60/PNS 415 to B S 4449-2005 GR B500B (Provisional)				
J	Bar reinforcement in assorted sizes.	KG	270		
	Sika or equal and approved cementitious waterproofing: to				
K	Slab & wall surfaces	SM	54		
	Carried to Collection			KSHS	-

ITE	DESCRIPTION	UIN	QT	RATE	AMOUNT
	Formwork				
	Sawn softwood formwork as described to:-				
A	Edges of suspended slab girth 75-150mm	LM	26		
B	Soffits of suspended slab	SM	36		
C	Sides and soffits of baffle walls & r.c walls	SM	144		
D	Extra over formwork for boxing formwork for manhole cover size 600 x 450mm wide	NO	2		

E	Extra over r.c walls for forming 150mm diameter holes through wall	NO	2		
	Render to wall				
F	10mm Thick sulphate resistant cement/sand (1:3) render as described to walls internally	SM	63		
G	Ditto to soffits of suspended slab	SM	36		
H	Ditto: baffle walls	SM	18		
I	Ditto to surfaces of bed	SM	36		
	<u>The following in 12No. Manholes overall size</u>				
	<u>1000 x 850 x 1200mm high.</u>				
	Excavations				
	Excavations including maintaining and supporting sides of excavations as before described.				
J	For manholes, 0-1500mm deep and load and cart away.	CM	12		
	Mass concrete class 15/20 aggregate as described in:-				

K	100mm thick base slab.	SM	102		
L	Benching size 600 x 450mm average 300mm deep including				
	forming main branch channels and finishing with 12mm water				
	proof sulphate resistance render steel trowelled smooth.	NO	12		
	Carried to Collection			KSHS	

ITE	DESCRIPTION	UN	QT	RATE	AMOUNT
	Walling				
	Approved natural stone walling of minimum crushing strength of 7.5N/mm² built in courses of cement/sand (1;3) mortar mix.				
A	200mm thick medium dressed stone wall reinforced at each alternate course with and including 24gauge galvanized mild steel hoop iron and staggered.	SM	53		
B	Extra over for forming 150mm diameter holes through walls.	NO	12		
	Render to walls				
C	16mm thick sulphate resistant cement/sand (1:4) render as described steel trowelled smooth.	SM	53		
	Manhole covers				
D	600 x 450 x 50mm heavy duty steel manhole cover complete with cast iron frames built into and including concrete boxing.	NO	12		
	Pipe runs				
E	150mm diameter heavy duty UPVC brown pipes laid into trenches.	LM	36		
	Pipe surrounds				
F	100mm thick mass concrete class 15/20 in beds and haunched for 150mm diameter pipes.	LM	107		
G	Excavate for pipe runs, 600mm wide x 400mm (average) for pipes, part return, fill in and ram and part laid				

	and cart away.	LM	107		
	Step iron				
H	16mm solid bars bent to shapes to form step iron and bedded				
	in masonry	NO	36		
	<u>Soak Pit</u>				
	Excavation including maintaining and supporting sides of excavation from mud, surface water and fallen soil by pumping, baling or otherwise.				
I	Mass excavation for pit : depth not exceeding 1.5m	CM	2		
J	Ditto: exceeding 1.5m but not exceeding 3.0m	CM	2		
K	Ditto: exceeding 3.0 m but not exceeding 4.5 m	CM	2		
	Carried to Collection				

ITE	DESCRIPTION	UIN	QT	RATE	AMOUNT
	50 mm crashed aggregates				
A	Fillings:	CM	5		
	Concrete works				
	Mass concrete class 15/20 aggregate as described in:-				
B	50mm Thick blinding	SM	4		
	Walling				
	Approved natural stone walling of minimum crushing strength of 7.5N/mm² built in courses of cement/sand (1;3) mortar mix.				
C	200mm thick medium dressed stone wall reinforced at each alternate course with and including 24gauge galvanized mild steel hoop iron and staggered.	SM	4		
	Render to walls				
D	16mm thick sulphate resistant cement/sand (1:4) render as described steel trowelled smooth.	SM	4		
	Manhole covers				
E	600 x 450 x 50mm heavy duty steel manhole with cast iron frames built into and including concrete boxing.	NO	1		
	Total Carried to Collection			KSHS	-
	COLLECTION				
	PAGE NO. 4/3				-

	PAGE NO. 4/4				-
	PAGE NO. 4/5				-
	PAGE NO. 4/6				-
	TOTAL CARRIED TO SUMMARY			KSHS	-

ITE	DESCRIPTION	UIN	QT	RATE	AMOUNT
	<u>SECTION NO. 4</u>				
	<u>EXTERNAL WORKS (PROVISIONAL)</u>				
	<u>ELEMENT NO. 4</u>				
	<u>LANDSCAPING:</u>				
A	Dig over surfaces of filling of all configurations and remove debris and large stones from sites bring to fine tilth	SM	100		
B	200 mm Bed of imported red soil: free from weeds, stones, roots, rubbish: spread and levelled to receive grass seedlings	SM	100		
C	Plant "Mudriver" or equal and approved grass seedlings at 150 mm centres both ways: water, nurture, cut and roll until established	SM	100		
D	1200 x 1200 x 50 mm Thick Precast concrete blocks, laid to approval	SM	47		
	<u>DUSTBIN CUBICLES</u>				
E	Dust bin enclosure overall size 2m x 2 m x 1.5 m high constructed of 100 mm vibrated reinforced concrete floor, walls and roof slab reinforced with two layers of BRC mesh reinforcement ref: A 142. 3 No. double leaf metal doors complete with lockable tower bolts: painted. The walls, roofs and floors finished with 19 mm water proof plaster	NO	3		

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
	<u>SECTION NO. 4</u>				
	<u>EXTERNAL WORKS</u>				
	<u>ELEMENT NO. 5</u>				
	<u>UNDERGROUND WATERTANK (PROVISIONAL)</u>				
	<u>Excavations</u>				
	Excavation including maintaining and supporting sides of excavation from mud, surface water and fallen soil by pumping, baling or otherwise.				
A	Mass excavations for Underground water tank, 0-1500mm deep	CM	68		
B	Ditto exceeding 1500mm but not exceeding 3000mm	CM	45		
C	Ditto exceeding 3000mm but not exceeding 4500mm	CM	0		
D	Extra over excavation in rock irrespective of any class	CM	34		
	<u>Disposal</u>				
E	Load and cart away excavated materials to an area allowed by the County Government	CM	113		
	<u>Concrete works</u>				
	Mass concrete class 15/20 aggregate as described in:-				
F	50mm Thick blinding under bed	SM	45		
	Reinforced concrete class 25/20 aggregate as described in:-				
G	150mm Thick bed	SM	45		

H	150mm Thick suspended slab	SM	45		
J	200 mm Thick R.C Wall	SM	69		
	Deformed Steel bars grade60/PNS 415 to B.S. 4449:2005 GR B500B (Provisional)				
K	Bar reinforcement in assorted sizes.	KG	310 0		
	Formwork				
	Sawn softwood formwork as described to:-				
L	Edges of suspended slab girth 75-150mm	LM	28		
	Carried to Collection			KSHS	-

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
A	Soffits of suspended slab & Vertical sides of walls	SM	183		
B	Extra over formwork for boxing formwork for manhole cover size 600 x 450mm wide	NO	2		

C	Extra over r.c walls for forming 150mm diameter holes through wall	NO	2		
	Render to wall				
D	15mm Thick water proof resistant described to walls internally	SM	69		
E	Ditto to soffits of suspended slab	SM	45		
F	Ditto to surfaces of bed	SM	45		
	Supply and apply Sika or equal and approved cementitious waterproofing: to				
G	Slab & wall surfaces	SM	183		
	600 mm Wide rubber water bar with 50mm diameter bulb ends: cast into concrete: to				
H	Joints of water tank slab and wall	SM	28		
	Manhole covers				
I	600 x 450 x 50mm heavy duty steel manhole cover complete with cast iron frames built into and including concrete boxing.	NO	1		
	Total Carried to Collection			KSHS	
	COLLECTION				
	PAGE NO. 4/8				

	PAGE NO. 4/9				
	TOTAL CARRIED TO SUMMARY			KSHS	-

ITE	DESCRIPTION	UNI	QT	RATE	AMOUNT
	SECTION NO. 5				
	EXTERNAL WORKS (PROVISIONAL)				
	ELEMENT NO. 5				
	GATE HOUSE				
	SUBSTRUCTURES				
	Site Clearance				
A	Clear site of small bushes and grub roots of small trees and cart away	SM	9		
	Excavations				
B	Excavate average 250mm deep to remove top vegetable soil and cart away	SM	9		
C	Excavate trenches for strip foundation not exceeding 1.5m deep from stripped level	CM	13		
	Disposal of excavated materials				
D	Cart away surplus excavated materials and spread as directed on site	CM	2		
E	Return fill and ram selected excavated materials	CM	8		
	Planking and Strutting				
F	Allow for Planking and strutting to sides of all excavations including keeping excavations free from fallen materials	ITEM			
	Disposal of Water				
G	Allow for keeping excavation free from all water by pumping, bailing or otherwise	ITEM			
	Fillings				
H	300mm Thick Hardcore fillings: rolled, levelled and compacted in 150mm layers to make up levels	SM	9		

I	50mm Stone dust blinding to surface of hardcore	SM	9		
	Damp Proof Membrane				
J	Single layer of 1000 gauge polythene sheeting laid on blinded hardcore with 150 mm side laps to receive concrete	SM	9		
	Carried to Collection			KSHS	

ITE	DESCRIPTION	UN	QT	RATE	AMOUNT
	Anti - termite treatment				
A	Treat surface of hardcore with 'Termidor 250EC' or similar approved anti-termite solution applied strictly in accordance with the manufacturer's instructions	SM	9		
	Mass concrete class 15(1:3:6) in :				
B	50mm Thick concrete blinding to strip foundation	SM	8		
	Vibrated reinforced concrete class 20/20 in :				
C	Foundation strip	CM	2		
D	150mm Thick slab	SM	9		
	Reinforcement				
	Steel fabric mesh reinforcement to B.S. 4483				
E	BRC mesh fabric reinforcement ref A142 (weighing 2.2kg/m ²) laid in laps (measured net-no allowance made for laps)	SM	9		
	Deformed Steel bars grade60/PNS 415 to B.S. 4449:2005 GR B500B (Provisional)				
F	12mm Diameter	KG	40		
G	8mm Diameter	KG	40		
	Sawn formwork to: -				
H	Sides of foundation trench	SM	6		
I	Edges of slab; 75-150mm high	LM	12		
	Sub-Walling				
	Medium chisel dressed natural stone walling bedded in cement and sand mortar including reinforcing with bent iron ties				
J	200mm Thick walling	SM	21		
	Plinth				

K	12mm Thick cement sand (1:3) render to plinth surfaces: wood floated	SM	5		
	Prepare and apply two coats of bituminous paint to:				
L	Rendered plinth	SM	5		
	Carried to Collection			KSHS	

ITE	DESCRIPTION	UIN	QT	RATE	AMOUNT
	R.C. SUPERSTRUCTURE				
	Vibrated reinforced concrete class 20/20mm to:				
A	Beams	CM	1		
B	150 mm Thick suspended roof slab	SM	9		
	Deformed Steel bars grade60/PNS 415 to B.S. 4449:2005 GR B500B (Provisional)				
C	12 mm Diameter	KG	50		
D	10 mm Diameter	KG	50		
	Sawn formwork to:-				
E	Sides and soffits of beams	SM	8.4		
F	Soffits of roof slab	SM	9		
G	Edges of roof slab: 75 -150mm airth	LM	12		
	ROOFING AND RAINWATER DISPOSAL (PROVISIONAL)				
	FLAT ROOF				
	Flat Roof Finishes				
	Cement sand (1:4) screeded beds : on				
H	50 mm (average) roofs : to falls and crossfalls : finished to receive Sika waterproofing:	SM	18		
	APP(ATACTIC POLYPROPYLENE) Bituminous waterproofing				
	membrane: in three layers: laid in accordance with the				
	manufacturers instructions: on concrete: to				
I	Roofs	SM	9		
	200 x 200 x 12 mm Thick concrete interlocking tiles: on APP membrane: to				
J	Roofs	SM	9		

	RAINWATER GOODS				
	Sheet metal pipes and gutters: 24-gauge galvanized iron				
K	100 mm Diameter x 150 mm long fulbora outlet, grated and tapered; fixed into concrete	NO	2		
	Carried to Collection			KSHS	

ITEM	DESCRIPTION	UIN	QT	RATE	AMOUNT
A	Extra over roof slab for cutting 100 mm diameter x 150 mm deep opening	NO	2		
B	Extra over cement sand screed (1:3) for dishing around openings	SM	1		
C	150 mm Diameter down pipes	LM	5		
D	Extra over down pipe for horse shoe	NO	2		
E	Ditto for swan neck projection 600m long	NO	2		
F	Extra over for bends	NO	2		
	<u>WALLING</u>				
	Natural stone walling chisel dressed on both sides; bedded and jointed in cement and sand (1:4) mortar				
G	200mm Walling	SM	30		
	Approved hessian based bituminous damp proof course				
H	200mm Wide	LM	14		
	STEEL CASEMENT WINDOWS				
	Supply, assemble and fix the following purpose made				
	mild steel windows: Fabricated from 32 x 2.5 mm Z and				
	I section: 16mm diameter horizontal bars at 150 mm				
	centers and 16mm diameter vertical bars at 200mm				
	centers complete with all the necessary coupling mullions				
	and transomes: One coat red oxide primer before erection:				
	building in lugs to jambs, plugging and screwing to head				
	and cill: bedding all round in cement mortar, pointing				

	one side in mastic : oiling easing and adjusting:				
	ironmongery				
I	Window size 900 x 600 mm high	NO	1		
J	Window size 1900 x 1800 mm High	NO	2		
	General joinery: wrot mahogany: selected and kept clean				
K	200 x 25 mm Window board: plugged, and pelltated	LM	4		
	Curtain rod				
L	50 mm Diameter decopolitan pitted ball adjustable double brass curtain rods complete with oiled brass holding rings and brass café rod holding end brackets including all necessary fixings to masonry wall. All to be done to the Architects	LM	4		
	Carried to collection			KSHS	

ITE	DESCRIPTION	UN	QT	RATE	AMOUNT
	Precast concrete units: class 20/12 mm aggregates: vibrated				
A	265 x 75 mm Thick weathered and throated window cill: fairfaced on exposed surfaces: jointed and pointed in cement and sand (1:4) bedded mortar	LM	4		
	Prepare and apply one coat aluminum wood primer before fixing: on wood: to				
B	Surfaces not exceeding 100 mm girth	LM	4		
	Prepare and apply three coats polyurethane clear varnish: on wood: to				
C	Window board: ditto	LM	1		
	DOORS				
	50 mm Thick Solid cored flush doors to B.S. 459 part 2: mahogany veneered both sides: hardwood lipped edges to Architect's approval				
D	Single leaf door overall size 900 x 2400mm high	NO	2		
	Frames and linings: cypress or equal approved hardwood: selected and kept clean				
E	200 x 50 mm Frames: Three labours: plugged	LM	12		
F	20 x 40 mm Architrave: screwed and pelltated	LM	12		
G	20 x 20 mm Quadrant beading: one labour:	LM	12		
H	10 x 20 mm Glazing beads	LM	5		
	Supply and fix the following ironmongery to timber complete with matching screws and keys as per 'UNION' manufacturers (reference to a particular catalogue are given as a guide to type and quality only, other equal and approved alternatives may be used)				
I	150 mm heavy duty aluminium tapered hinges: with				

	aluminium pin and screws; stainless steel double ball bearing	PR S	3		
J	Polished Stainless steel Two Door lever and furniture set; (keyhole escutcheons, cylinder and latch); Reference to "UNION" Catalogue NO. 2102BB or equal and approved; complete with handles	NO	2		
K	38mm Stainless steel floor mounted door stopper:				
	Reference to UNION 8400 ; rawl bolted to concrete	NO	2		
	Carried to Collection			KSHS	

ITE	DESCRIPTION	UN	QT	RATE	AMOUNT
	6 mm Thick clear sheet glass: fixed with 25 x 25mm grooved hardwood beading all round; to timber doors				
A	Door fan lights: over 0.1 but not exceeding 0.5 square meters	SM	1		
	Prepare and apply one coat aluminium wood primer: before fixing: on wood: to				
B	Surfaces not exceeding 100 mm girth	LM	29		
C	Ditto: over 100 but not exceeding 200 mm	LM	12		
	Prepare and apply three coats polyurethane clear varnish: on wood: to				
D	Frames: over 100 but not exceeding 200 mm girth	LM	11		
E	Architraves: not exceeding 100 mm girth	LM	11		
C	Quadrant beading : not exceeding 100 mm girth	LM	11		
D	Glazing beads: ditto	LM	5		
	FLOOR FINISHES				
	Cement and sand (1:3) screed: mixed with SIKA or equal and approved hardener; finished hard and smooth on concrete to Architect's approval.				
E	40 mm floors	SM	6		
F	Ditto: 8 mm Thick x 100 mm high skirting	LM	8		
	WALL FINISHES				
	12 mm Thick cement sand plaster, wood trowelled finish, as described to;-				
G	Walls	SM	45		
	Prepare and apply one undercoat and two coats of first grade plastic emulsion paint to:				
H	Plastered/ rendered surfaces	SM	45		
	CEILING FINISHES				

	12 mm Thick cement lime sand (1:2:9) plaster, wood trowelled finish to;-				
I	Ceiling	SM	6		
	Prepare and apply one undercoat and two coats of first grade vinyl matt emulsion paint to:				
J	Ceiling	SM	6		
	Carried to Collection			KSHS	

ITE	DESCRIPTION	UNI	QT	RATE	AMOUNT
	SECTION NO. 4				
	PROPOSED APARTMENT, AOKO ESTATE PHASE 1 -				
	EXTERNAL WORKS SUMMARY				
	ELEMENT		PAGE NO		AMOUNT
1	DEMOLITION & CUTTING TREES		4/1		
2	STORM WATER DRAINAGE		4/2		
3	FOUL WATER DRAINAGE		4/6		
5	LANDSCAPING		4/7		
6	UNDERGROUND WATER TANK		4/9		
7	GUARD HOUSE				
	<u>TOTAL CARRIED TO MAIN SUMMARY</u>				-

PROPOSED RESIDENTIALAPARTMENTS AT AOKOESTATE GENERALELECTRICAL INSTALLATIONSMAIN SUMMARY OF PRICES

Item	Description	Unit	Qty	Rate	KS hs.
A	Contractual Requirements-Preliminaries	Sum			-
B	Incoming Electricity Supply	Sum			-
C	Meter Board(s) & Metering Equipment	Sum			-
D	Electrical Distribution System & Power Supply to Mechanical Equipment	Sum			-
E	Artificial Lighting & Small Power	Sum			-
F	Telephone (Voice) & TV Network, Door Bell & Security System Outlets Infrastructure	Sum			-
G	Automatic Fire Alarm Detection System-OPTIONAL	Sum			-
H	Lightning Protection System	Sum			-
I	External Security, Car Park & Amenity Lighting	Sum			-
J	Allow a Provisional Sum of KShs 100,000.00 for Incoming Communication Service Lines	Sum			100,000.00
K	Allow a Provisional Sum of KShs 600,000.00 for InterCom System	Sum			600,000.00
L	Allow a Provisional Sum of KShs 600,000.00 for Master Antennae TV System Network, Dishes, Splitters	Sum			600,000.00
M	Allow a Provisional Sum of KShs 800,000.00 for Cabling & Networking Hardware to cabins, Internet & Wifi	Sum			800,000.00
O	Allow a Provisional Sum of KShs. 5,000,000.00 for 1No. Passenger Lift Installation for the Blocks (By Other	Sum			5,000,000.00
P	Allow a Provisional Sum of KShs. 6,000,000.00 for a 200 kVA (Approx. Rating) Standby Gen. Set (By Other	Sum			6,000,000.00

Q	Allow a Provisional Sum of KShs.1,540,600.00 for a Solar				1,540,600.00
R	Allow a Provisional Sum of KShs.560,500.00 for a CCTV	Su			560,500.00
S	Allow a Provisional Sum of KShs.1,340,800.00 for a Electric fence	Su			1,340,800.00
Total Carried to Form of Tender					

E/1

D. W 1.0: CONTRACTUAL REQUIREMENTS (PRELIMINARIES)

Item	Description	Unit	Qty	Rate	KShs.
1.0	<u>CONTRACTUAL REQUIREMENTS (PRELIMINARIES)</u>				
A	Allow for mobilization to site including Insurances, Sub-Contract signing, Bond, etc	Sum	1		
B	Allow for fabrication of stores, workshop, lock-up etc (As may be necessary)	Sum	1		
C	Allow for preparation of Working Drawings, "As Installed" Drawings, Preparation of soft copies of the drawings (On 2No. CDs),	Sum	1		
D	Any other item necessary to complete the installation in this section (Please state)	Sum		0.00	-
Total					-

E/2

D. W 2.0: INCOMING ELECTRICITY SUPPLY

Ite	Description	Un	Qt	Ra	KS
2.0	<u>INCOMING ELECTRICITY SUPPLY</u>				
A	Allow a P. C. Sum of KShs. 750,000.00 as capital contribution towards Kenya Power & Lighting Co. Ltd's electricity supply line and connection charges including Upgrade and re-routing of the service line as may be appropriate.	Sum	1		
B	Allow for attendance to KP&LC with respect to the following:				
	i) Application for power supply	Sum	1		
	ii) Follow up with KP&LC on the reference number, survey and obtaining of the quotation	Sum	1		
	iii) Liaison with the Client and KP&LC for payment of the capital	Sum	1		
	iv) Final termination of the service line at the switchboard, meter connection	Sum	1		
C	Digging of trench minimum 300mm (w) x 450mm (d), Ducting using 1x100mm diameter heavy gauge pvc ducts, Tiling & Backfilling for the Incoming Power Supply-[Linear Length-single run measured as an approximate length]	m	45		
D	450x450x500mm deep power manholes with steel covers engraved 'DANGER/HATARI'	No	8		
E	Any other item necessary to complete the installation in this section (Please state)	Sum			
Total					

E/3

D. W 3.0: METER BOARDS & METERING EQUIPMENT

3.0	NEW METER BOARD				
	Supply and install the following complete as specified.				
A	A new meter board fabricated from 22 gauge sheet metal and painted in weatherproof grey paint for free standing mounting with provisions for top and bottom cable entry complete with view glass and space to accommodate 1No. 3 Phase Meter & 3 Phase Cut-outs, 24No. Single Phase KPLCo. Meter & Single Phase Cut-outs and 2No. Spare Space	No	1		
B	The following for the meter board:				
	“ 360A TPN MCCB as the Main Incomer for the meterboard	No	1		
	“ 450A TPN Annealed copper bus bars supported on insulators of appropriate rating	No	2		
	“ Earth Cable Termination Point	No	1		
	“ Space for KPLCo Single Phase Meters for A0 & D0 Tariffs	No	28		
	“ Space for KPLCo cut-outs for single Phase Supply	No	28		
	“ Space complete with 63A Single Phase Contactors for Generator Power Supply	No	28		
	“ Space for KPLCo 3-Phase Meters	No	1		
	“ Space for KPLCo cut-outs for 3-Phase Supply complete with lockable and secure chamber	No	1		
	“ Space complete with 125A Three Phase Contactors for Generator Power Supply	No	1		
C	Allow for earthing of the meter board using 50mm ² pvc/swa/pvc single core copper cable.	m	15		

D	Allow for supply and installation of 1500mm Copper Earth Rod for the meter board complete with the clamp,	No	1		
E	Allow for preparation of the earth pit of minimum size 300 x 300mm complete	No	1		
F	Allow for labelling of the earthing arrangement as appropriate with	No	1		
Total					

E/4

D. W 4.0: ELECTRICAL DISTRIBUTION SYSTEM

Ite	Description	Un	Qt	Ra	KS
4.0	ELECTRICAL DISTRIBUTION SYSTEM				
4.1	<u>Common Areas (Ground-Roof Flr):</u>				
	Supply, install, test commission and handover in proper working condition the following complete as specified:				
A	Supply only of 6-Way TPN MCB Distribution-Board DB'B' on landlord Meter with 125A Integral Isolator & Bus bars as shown on the layout drawings for the Ground Floor & Common Areas.	No	1		
B	For the installation of the 8-Way TPN MCB Distribution- Board	No	1		
C	For the supply only of the following MCBs:				
	.. 6A SP for Lighting	No	1		
	.. 30A SP for Ring Main Socket Outlet	No	1		
	20A SP for Water Pump & Contactor	No	2		
	.. 20A TP for Hosereel Pumps	No	2		
	.. 63A TP for Lift Isolator	No	1		
	.. 63A SP For 3No.Consumer Units	No	3		
	.. 63A SP for Solar Change-over Isolator	No	1		
	.. 63A SP For Solar Water Heating System Cu	No	1		
D	Allow for the installation of the above MCBs and blanking covers & the circuit testing thereof	Sum	1		

E	4 x 35mm ² pvc/sc copper cables as sub mains from switchboard to the Distribution Board above (Approx. total length)	m	20		
F	16mm ² pvc/sc copper cable as earth continuity conductor for the sub mains above	m	20		
G	50mm diameter pvc heavy gauge conduits complete with couplers, junction boxes etc for the cables above	m	20		
H	20A SP Isolator complete with wiring using 3x6mm ² pvc/sc copper cables drawn in 25mm dia. pvc conduits for the Water Pump	No	4		
I	300x 50mm galvanised power cable tray c/w mounting accessories.	m	72		
J	20A TP Isolator complete with wiring using 5x6mm ² pvc/sc copper cables drawn in 32mm dia. pvc conduits for the Hosereel Pump	No	2		
K	63A TPN Isolator complete with wiring using 4x16mm ² pvc/sc copper cables drawn in 32mm dia. pvc conduits for the Lift Equipment	No	1		
E	6mm ² pvc/sc copper cable as earth continuity conductor for the sub mains above	m	32		
Total					

E/5

ELECTRICAL DISTRIBUTION SYSTEM CONT'D

Item	Description	Unit	Qty	Rate	KShs
	Total Brought Forward From The				-
A	Supply only of 6-Way SPN MCB Consumer unit CU-C with Integral Isolator & Bus bars as shown on the layout drawings for the Caretaker House.	No	1		
B	For the supply only of the following MCBs:				
	“ 6A SP for lighting	No	1		
	“ 30A SP For Cooker Control unit	No	1		
	“ 20A SP For DP switch	No	1		
	“ 30A SP For Ring mains	No	1		
	“ Blanking covers	No	2		
C	Allow for the installation of the above MCBs and blanking covers & circuit testing thereof	Sum	1		
D	2 x 16mm ² pvc/sc copper cables as sub mains from the Distribution board to the Consumer Unit above (Approx. total length)	m	53		
E	6mm ² pvc/sc copper cable as earth continuity conductor for the sub mains above	m	53		
F	32 diameter pvc heavy gauge conduits complete with couplers, junction boxes etc for the cables above	m	25		
G	Cooker Control Unit point only excluding the outlet wired using 6.0mm ² pvc/sc copper cables and 2.5mm ² pvc/sc e.c.c drawn in 32mm diameter pvc heavy gauge conduits.	No	1		
H	45A Cooker control unit with integral 13A Socket outlet and red neon indicator lamp as ART DNA or CRABTREE as specified in the Schedule of Symbols.	No	1		
I	45A Cooker connector unit mounted at 300mm from finished floor level as ART DNA or CRABTREE as specified in the Schedule of Symbols.	No	1		

A	Supply only of 8-Way SPN MCB Consumer unit CU-R with Integral Isolator & Bus bars as shown on the layout drawings for the Caretaker House.	No	1		
B	For the supply only of the following MCBs:				
	• 20A SP for DP Switches	No	6		
	• Blanking Covers	No	2		
C	Allow for the installation of the above MCBs and blanking covers & circuit testing thereof	Sum	1		
D	3 x 16mm ² pvc/sc copper cables as sub mains from the Distribution board to the Consumer Unit above (Approx. total length)	m	53		
E	20A Double pole switch point wired using 2.5mm ² pvc/sc copper cables plus 2.5mm ² earth continuity conductor drawn in 25mm diameter pvc heavy gauge conduits c/w 20A DP switch outlet plate	No	6		
Total					-

E/6

ELECTRICAL DISTRIBUTION SYSTEM CONT'D

Item	Description	Un	Qt	Ra	KS
	Total B/F from Previous Page	Su			-
		m			
4.2	<u>Management Office & Store Floor</u>				
A	Supply, install, test commission and handover in proper working condition the following complete as specified:				
B	Supply only of 6-Way SPN MCB consumer units CU'M' with 63A				
C	For the installation of the 6-Way SPN MCB Consumer Unit	No	1		
D	For the supply only of the following MCBs:				
	6A SP for lighting	No	1		
	20A SP for Double Pole switches	No	2		
	30A SP for Ring Main Socket Outlets	No	1		
	Blanking covers	No	2		
E	Allow for the installation of the above MCBs and blanking covers & circuit testing thereof	Su	1		
		m			
F	2 x 16mm ² pvc/sc copper cables as sub mains from the DB-L to the Consumer Unit above (Approx. total length)	m	50		
G	6mm ² pvc/sc copper cable as earth continuity conductor for the sub mains above	m	25		
H	32 diameter pvc heavy gauge conduits complete with couplers, junction boxes etc for the cables above	m	25		

A	Supply only of 10-Way SPN MCB consumer units CU'G' with 63A Integral Isolator & Bus bars as shown on the layout drawings for the Gate House.	No	1		
B	For the installation of the 10-Way SPN MCB Consumer Unit	No	1		
C	For the supply only of the following MCBs:				
	“ 6A SP for lighting	No	1		
	“ 20A SP for Double Pole switches	No	3		
	“ 30A SP for Ring Main Socket Outlets	No	1		
	“ Blanking covers	No	2		
D	Allow for the installation of the above MCBs and blanking covers & circuit testing thereof	Sum	1		
Total					-

E/7

ELECTRICAL DISTRIBUTION SYSTEM CONT'D

Ite	Description	Un	Qt	Ra	KS
	Total B/F from Previous Page	Sum			-
F	2-Core 16mm ² pvc/swa/sc copper cables as sub mains from the DB-L to the Consumer Unit above (Approx. total length)	m	50		
A	Supply only of 6-Way SPN MCB consumer units CU-S' with 63A Integral Isolator & Bus bars as shown on the layout drawings for the Solar PV System.	No	1		
B	For the installation of the 6-Way SPN MCB Consumer Unit	No	1		
C	For the supply only of the following MCBs:				
	“ 10A SP for lighting	No	2		
	“ 20A SP for Lighting System	No	3		
	“ Blanking covers	No	2		
D	Allow for the installation of the above MCBs and blanking covers & circuit testing thereof	Sum	1		
E	2 x 16mm ² pvc/sc copper cables as sub mains from the 63A DB-L to the Consumer Unit above (Approx. total length) via 63A SP Manual	m	15		
F	6mm ² pvc/sc copper cable as earth continuity conductor for the sub mains above	m	15		
G	63A SP Isolator complete with wiring using 5x16mm ² pvc/sc copper cables drawn in 32mm dia. pvc conduits for the Manual Solar Changeover System.	No	1		
Total					-

E/8

ELECTRICAL DISTRIBUTION SYSTEM CONT'D

Item	Description	Unit	Qty	Rate	KS hs.
	Total B/F from Previous Page	Su			-
4.3	<u>Ground-Fifth Floor</u>				
	<u>1No. Unit Flat:</u>				
A	Supply, install, test commission and handover in proper working condition the following complete as specified:				
B	Supply only of 10-Way SPN MCB consumer units CU-A with Integral				
C	For the installation of the 10-Way SPN MCB Consumer Unit	No	1		
D	For the supply only of the following MCBs:				
	.. 5A SP for lighting	No	2		
	.. 20A SP for Double Pole switches	No	6		
	.. 30A SP for Ring Main Socket Outlets	No	2		
	.. 30A SP for Cooker Control Units	No	1		
E	Allow for the installation of the above MCBs and blanking covers & circuit testing thereof	Sum	1		
F	2 x 16mm ² pvc/sc copper cables as sub mains from the Meter Board to the Consumer Unit above (Approx. total length)	m	35		
G	6mm ² pvc/sc copper cable as earth continuity conductor for the sub mains above	m	18		
H	32 diameter pvc heavy gauge conduits complete with couplers, junction boxes etc for the cables above	m	18		
	Sub-Total For 1No. Unit Flat	Sum			-
	Sub-Total For Ground -5th Floor (24 X 1No. Unit Flat)	Sum	24		-
Total					-

E/9

D.W 5.0 :ARTIFICIAL LIGHTING & POWER INSTALLATION

Item	Description	Un	Qt	Ra	KS
5.0	<u>ARTIFICIAL LIGHTING AND POWER INSTALLATION</u>				
5.1	<u>Common Areas (Ground-Roof Flr), Management Office & Caretaker's House:</u>				
	Supply, install, test, commission and handover in working condition the following:				
A	Lighting points only excluding switches wired in 1.5mm ² pvc/sc copper cables drawn in 20mm dia. heavy gauge pvc conduits or trunking as shown on the layout drawings	No	63		
B	The following switches mounted at minimum 1450mm from finished floor level and as described in the Schedule of symbols:				
	i) 5A 1 Gang, 1 Way	No	9		
	ii) 5A 2 Gang, 1 Way	No	1		
	iii) 5A 2 Gang, 2Way	No	2		
	iv) 5A 3 Gang, 2Way	No	1		
	v) 5A 1 Gang, 2Way	No	18		
	vi) Intermediate switch	No	6		
C	The following luminaires complete with rated gear and lamps as described in the schedule of symbols:				
	i) Type S	No	1		
	ii) Type 4P	No	26		
	iii) Type S2	No	33		
	iv) Type CL	No	2		
	v) Type N	No	1		
	vi) Type X	No	7		
	vii) Type MS (Motion sensor)	No	6		
	viii) Type FL	No	2		

D	13A single switched socket outlets points only excluding the outlet wired using 2.5mm ² pvc/sc copper cables ad 2.5mm ² pvc/sc e.c.c drawn in 25mm diameter pvc heavy gauge conduits.	No	2		
E	13A single switched socket outlet plates complete with switches as ART DNA or CRABTREE as specified in the Schedule of Symbols.	No	2		
	Ditto as in Item (D) & (E) above but twin	No	8		
G	20A Double pole switch point only completely wired using 2.5mm ² pvc/sc copper cables plus 2.5mm ² earth continuity conductor drawn in 25mm diameter pvc heavy gauge conduits.	No	2		
H	20A Double pole switch outlet plate with red neon indicator light	No	2		
Total					-

E/10

ARTIFICIAL LIGHTING & POWER INSTALLATION CONT'D

Ite	Description	Un	Qt	Ra	KS
	Total B/F from Previous Page	Sum			-
5.2	<u>Gate House, Power House & Recycling Receptacles :</u>				
A	Lighting points only excluding switches wired in 1.5mm ² pvc/sc copper cables drawn in 20mm dia. heavy gauge pvc conduits or trunking as shown on the layout drawings	No	4		
B	The following switches mounted at minimum 1450mm from finished floor level and as described in the Schedule of symbols:				
	i) 5A 1 Gang, 1Way	No	6		
	ii) 5A 2 Gang, 1Way	No	1		
C	The following luminaires complete with rated gear and lamps as described in the schedule of symbols:				
	i) Type 4P	No	3		
	ii) Type N	No	1		
D	13A single switched socket outlets points only excluding the outlet wired using 2.5mm ² pvc/sc copper cables ad 2.5mm ² pvc/sc e.c.c drawn in 25mm diameter pvc heavy gauge conduits.	No	Nil		
E	13A single switched socket outlet plates complete with switches as MK or CRABTREE as specified in the Schedule of Symbols.	No	Nil		
F	Ditto as in Item (D) & (E) above but twin	No	3		

ARTIFICIAL LIGHTING & POWER INSTALLATION CONT'D

Item	Description	Unit	Qty	Rate	KS hs.
5.3	<u>Ground-Fifth Floor:A</u>				
	<u>1No. Unit Flat:</u>				
A	Lighting points only excluding switches wired in 1.5mm ² pvc/sc copper cables drawn in 20mm dia. heavy gauge pvc conduits or trunking as shown on the layout drawings	No	21		
B	The following switches mounted at minimum 1450mm from finished floor level and as described in the Schedule of symbols:				
	i) 5A 1 Gang, 1 Way	No	5		
	ii) 5A 1 Gang, 2Way	No	12		
	iii) 5A 2 Gang, 1Way	No	1		
	iv) 5A 2 Gang, 2Way	No	2		
	v) Intermediate Switch	No	1		
	vi) Dimnable Switch	No	3		
C	The following luminaires complete with rated gear and lamps as described in the schedule of symbols:				
	i) Type S	No	1		
	ii) Type C	No	2		
	iii) Type K	No	1		
	iv) Type N	No	3		
	v) Type V	No	1		
	vi) Type P	No	1		
	viii) Type	No	1		
	viii) Type W	No	3		
	ix) Type W1	No	5		
	x) Type B	No	2		
	xi) Type MB	No	1		
	xii) Type BS	No	2		

D	13A single switched socket outlets points only excluding the outlet wired using 2.5mm ² pvc/sc copper cables ad 2.5mm ² pvc/sc e.c.c drawn in 25mm diameter pvc heavy gauge conduits.	No	Nil		
E	13A single switched socket outlet plates complete with switches as MK or CRABTREE as specified in the Schedule of Symbols.	No	Nil		
F	Ditto as in Item (D) & (E) above but twin	No	13		
G	20A Double pole switch point only completely wired using 2.5mm ² pvc/sc copper cables plus 2.5mm ² earth continuity conductor drawn in 25mm diameter pvc heavy gauge conduits.	No	8		
H	20A Double pole switch outlet plate with red neon indicator light	No	8		
Total					-

E/12

DW. 7.0 AUTOMATIC FIRE DETECTION & ALARM SYSTEM

Ite	Description	Un	Qt	Ra	KS
7.0	<u>AUTOMATIC FIRE DETECTION & ALARM SYSTEM</u>				
	Supply, install, test, commission and handover in working condition the following:				
A	4-Zone Conventional Fire Alarm Annunciator Panel complete with back up batteries and charger system, LED Indicator Lights for all standard modes of operation for FIRE-Red, HEALTHY-Green & FAULT- Amber, mounted at 1800mm from finished floor level complete with mounting base as MENVIER or approved equivalent	No	1		
B	Conventional photoelectric smoke detector complete with mounting base as MENVIER or approved equivalent and wired using a fire rated cable such as FIRETEC or approved equivalent	No	11		
C	Conventional photoelectric Heat detector complete with mounting base as MENVIER or approved equivalent and wired using a fire rated cable such as FIRETEC or approved equivalent	No	8		
D	Conventional manual fire alarm call point with breakglass complete with mounting base as MENVIER or approved equivalent and wired as above	No	9		
E	Conventional loop powered Electronic fire alarm sounder rated at 100dB(A), Max at 1m complete with mounting base as MENVIER or approved equivalent and wired as specified above	No	5		
Total					-

E/18

Bill No. 1: SANITARY FITTINGS

Item	Description	Qty	Un	Rate	Amount
1.0	<u>Supply, Install, Test and Commission the following sanitary appliances including all the necessary support brackets, fixing screws etc. (Prices to VAT inclusive)</u>				
A	Close Couple Water Closet S-trap, 180mm size:645X370X765mm Bowl with soft close seat cover, Ref# SLS-WHT-6751p, with cistern Ref# SLS-WHT- 6201 all as Jaquar	44	No		
B	Wash Basin Wall Mounted with Half Pedestal 810X580X470 mm, with overflow Hole and Cap and Fixing screws, Ref# (SLS-0572+SLS-1510) as Jaguar complete with waste connections.	44	No		
C	Tapis YOLANDA 1/2" chrome plated, Monoblock Basin mixer Tap without waste. Ref:Tapis Yolanda: Basin Mixer Without Pop Up CP #WDG16431C	44	No		
D	Tapis Pop up Basin waste, Chrome Plated. Ref: A38	44	No		
E	32mm diameter WHB plastic bottle trapZeda: Bottle Trap: PVC, 1.25in x 32: Ref. ZDA102	44	No		
F	Tapis YOLANDA Four way undertile shower set one pair 3/4" stop taps, 3/4" bath spout 178mm long with wall flange, four way control cock, shower arm with wall flange and Rain shower	44	No		
G	Arabian Shower set with shower hose 1.25m and porter as Hansgrohe Shataffa	44	No		
H	Kitchen sink, DB-DD (Double Bowl Double Drainer) made out of 18/8 stainless steel, size 1524x 460mm with 380 x 330 x 170mm deep bowl; complete with PVC/C.P. Sink Waste as Zeda, Dali Twin Bottle Trap with Connector in PVC.	22	No		
J	15mm sink Mixer W/Type as Hansgrohe Logis Classic, wall mounted with over-arm swivel outlet.	22	No		

K	Standard 650 x 500 x 380 mm deep, 38 mm thick precast grano dhobie sink YINGTAO: S/Steel	23	No		
L	Tapis Jeals long neck Wall Mounted Tap for Dhobie Sink #11024T4	22	No		
M	1 1/2" sink grid waste	44	No		
N	1 1/2" Tubular plastic P-trapZeda: Bottle Trap 1.5in x 40: Ref.ZDA101A+plug/chain	44	No		
P	Washing Machine lever arm ball valve 22mm	22	No		
Total c/f to Collection Page					-

Ite	Descrip	Qty	Un	Rate	Amount
A	15mm chrome plated angle(service) valve for under basin/ sink, type Schlosser or equal and approved, complete with Extension 15x15mm.	88	No		
B	Garden Hose Bib	2	No		
1.1 Accessories					
A	Toilet Roll Holder With Flap as Jaguar Ref# AKP-CHR-35754P	44	No		
B	Press type Liquid soap dispenser made out of White S/steel as Medigel or Equal and approved	2	No		
C	Soap Dish Holder as Jaguar Ref# ACN-CHR-1131N	44	No		
D	Chrome plated Double Coat Hook (Double) as Jaguar Ref# AKP-CHR- 35761P	1	No		
E	Chrome plated Robe Hook as Jaguar Ref# AKP-CHR-35791P	49	No		
F	Single Towel Rail 600mm Long as Jaguar Ref# AKP-CHR-35711P	44	No		
G	Sink Towel Ring Round as Jaguar Ref# ACN-CHR-1121BN	25	No		
H	6mm thick beveled glass plate Mirror size 450 x 600mm high with wall fixing capped screws.	44	No		
J	Kitchen Towel Rack 600m Long with lower hanger as Jaguar Ref# AKP- CHR-35781PF	25	No		
K	Toilet brush holder wall-mounted as Jaguar Ref# AKP-CHR-35743P	44	No		
L	Paper Towel Dispenser as Jaguar Ref# PTD-DT0106CS	1	No		
	Sub-				-

	<u>COLLECTION PAGE-Bill No. 1</u>				
A	Brought forward from Page M-1				-
B	Brought forward from Page M-2 (Above)				-
C	Sub-Total for Sanitary Fittings				-
	Total c/f to Summary Page				-

Bill No. 2: WATER SUPPLY INSTALLATION

Item No.	Descrip	Qty	Un	Rate	Amount
2.0	<u>Supply, install, test and commission the following for Cold & Hot Water supply system.(Prices to be VAT inclusive)</u>				
	<u>Note:</u>				
	<u>Prices for pipework shall include the cost for adaptors, couplings, fixing brackets, sockets, nipples, plugs, jointing to fittings including jointing tapes etc., together with fixing of pipe sleeves and the necessary builders work, all as required in the pipework installation.</u>				
A	Cold and Hot Water Supply				
2.1	Polypropylene Random Co-polymer (PP-R) pipes and fittings.				
A	20mm diameter pipe (PN-20/25) fixed to wall surface or in wall/floor chase.	60 0	LM		
B	25mm ditto	20 0	LM		
C	32mm ditto	18 0	LM		
D	40mm ditto	15 0	LM		
2.2	Extra over PP-R pipework for:-				
A	20mm diameter 45° or 90° Bend	60	No		
B	25mm ditto	54	No		
C	32mm ditto	30	No		
D	20mm diameter Equal Tee	18	No		
E	25mm ditto	48	No		
F	32mm ditto	42	No		
G	32 x 25mm diameter Reducing Tee	36	No		
H	32 x 25mm diameter Reducer	36	No		
I	40 x 32mm diameter Reducing Bush	30	No		
J	25 x 1/2" x25mm dia screw tee	54	No		

K	25 x 1/2" female elbow adaptor	72	No		
L	25 x 1/2" dia. PPR male adaptor	60	No		
M	25 x 3/4" dia. PPR male adaptor	30	No		
N	25 x 1" dia. PPR male adaptor	54	No		
	Total c/f to Collection Page				-

Ite	Descrip	Qty	Un	Rate	Amount
2.3 Valves etc.					
A	15mm diameter full way Non-rising stem solid wedge gate valve, screw down type as Pegler or equal and approved.	36	No		
B	20mm ditto	15	No		
C	25mm ditto	18	No		
D	15mm dia. Flexible connector	51	No		
E	25mm dia. Foot Valve as Pegler	6	No		
F	25mm dia. Non return Valve as Pegler	6	No		
G	50mm diameter Water Meter as Kent or equal and approved.	1	No		
H	Supply and install 15mm chrome plated stand pipe tap as Cobra	2	No		
I	15mm Ball Valve	2	No		
2.4 Water Storage Tank					
A	Supply, deliver and Assemble High level and Ground level water tanks, made of pressed steel sectional tank plates 6mm thick plates (type 1 and 4) and of size 1000mm x 1000mm. Capacity of Tank to be 32,000 litres and of preferred dimensions 4000mm x 4000mm x 2000mm High. The Tanks to come complete with tank cover, mosquito proof inspection vent, internal stays, jointing material, bolts and nuts including applying two coats of non- toxic bituminous paint on the inside and two coats of aluminum paint on the outside.	1	No		
2.5 Water Pump					

A	Water booster pump cap. 15m ³ /h at 30m head as Grundfos CM 15-2A with 2.2kW, 3 phase motor. Pump to be horizontal multistage end suction type with all the metal parts in contact with water in stainless steel and suction chamber and pump head made of grey cast iron, all complete and factory tested	1	Set		
B	Pump control panel comprising motor starters and thermal/overload protection, indicator lights and manual change-over switch all housed in a waetherproof heavy gauge metal casing with hinged lockable door. The panel to be complete with all necessary wiring to pumps and wiring diagram to approval.	1	No		
C	Set of water level controllers of electrode type for starting/stopping the booster pumps, one at the low level tank for cut-out and two at high level tank, including all necessary wiring.	3	Set		
Total c/f to Collection Page					-

Item	Description	Qty	Unit	Rate	Amount
2.6 Testing and Sterilization.					
A	Allow for pressure and flow testing of the whole water reticulation system during works progress and on completion to approval and the test records kept on site with a copy given to the Engineer for record.	Sum	Item		
B	Allow for flushing out and sterilization of the entire water supply system and storage tanks to approval and water chemical test/analysis certificates from an approved laboratory given to the Engineer upon completion.	Sum	Item		
C	Any other item not specified/indicated on the drawing but necessary for satisfactory completion and operation (Specify.....)	Sum	Item		
2.7 Water Reticulation					
A	Supply and fix 40mm PPR pipe as supply pipe from County Main/Borehole and main storage tank to Roof Tank and Garden Taps	100	LM		
B	Allow for excavation for pipe, back-fill and dispose off all extra spoil size 300x300mm	70	LM		
Sub-Total					
<u>COLLECTION PAGE-Bill No. 2</u>					
A	Brought forward from Page M-3				-
B	Brought forward from Page M-4				-
C	Brought forward from Page M-5(Above)				-
D Sub-Total for Water Supply					-
Total c/f to Summary Page					
					-

Bill No. 3: DRAINAGE INSTALLATION

Ite	Descrip	Qty	Un	Rate	Amount
3.0	<u>Supply, install, test and commission the following for Drainage system. (Prices to be VAT inclusive)</u>				
	<u>Note:</u>				
	<u>All pipework and fittings to be formed according to manufacturer's instruction. The pipes and fittings to be as manufactured by 'Key Terrain' or equal and approved.</u>				
	<u>Tenderers must allow for jointings, clippings, connectors, couplings, holderbats reducers, etc.</u>				
3.1	Heavy gauge u.P.V.C and mu.P.V.C Waste and Ventilating pipes and fittings to BS 5255.				
A	40mm diameter pipe fixed to wall or in wall chase	150	LM		
B	50mm ditto	130	LM		
C	100mm ditto	90	LM		
3.2	Extra over pipework for:-				
A	40mm diameter 45° or 90° sweep Bend	68	No		
B	50mm ditto	18	No		
C	40mm diameter sweep Tee	50	No		
D	50mm ditto	10	No		
E	40mm diameter Access Cap (R.E)	86	No		
F	50mm ditto	3	No		
G	Trapped floor gully with 150x150mm white inlet and/or stainless steel grating.	171	No		
H	Gulley Traps comprising Ø100mmuPVC gully piece, Ø100mm outlet with screws and washers, and 300x300mm masonry gully, mild steel plate and cover duly painted.	3	No		

Ite	Descrip	Qt	Unit	Rate	Amount
A	100mm diameter Access Bend/Cap	50	No.		
B	50mm Vent Cowl	2	No.		
C	100mm Vent Cowl	10	No.		
D	100mm Weathering Apron	10	No.		
E	100mm Weathering Slate	10	No.		
F	100mm WC Connector	50	No.		
3.5 Manholes and Chambers					
A	Man-hole or inspection chamber size 600 x 450mm by approximately 750mm and deeper using 200mm thick base (concrete class N15) with 250mm thick (average) benching including forming drain channels, and 200mm thick solid concrete block walling, including 15mm internal plaster and top slab/screed, including pit digging, backfilling, carting away surplus material and making good.	12	No.		
B	Man-hole cover and frame (Heavy duty) in cast iron size 600x450mm with greased seal.	12	No.		
3.6 Excavation					
A	Excavate trench in soil, murrum or back filled and rammed soil / hardcore for burried drain pipe, not	30	LM		
3.7 Concrete Surround					
A	150 mm thick concrete bedding and surround over 100mm drain pipe comprising concrete class 15 (1:3:6 mix) as here-in specified and to approval.	250	LM		
3.8 Testing and Commissioning.					
A	Allow for testing, commissioning and cleaning of the entire drainage pipework to the Engineer's approval.	Sum	Item		
B	Any other item not specified/indicated on the drawing but necessary for satisfactory completion and operation (Specify.....)	Sum	Item		

	Sub-Total				-
	<u>COLLECTION PAGE-Bill No. 3</u>				
A	Brought forward from Page M-6				-
B	Brought forward from Page M-7 (Above)				-
C	Sub-Total for Drainage				-
	Total c/f to Summary Page				-

SUMMARY FOR MECHANICAL INSTALLATION WORKS

Ite	Descrip	Amount
A	Totals for Preliminaries	
B	Sanitary Fittings	
i)	Bill No. 1: b/f from Page M-2	-
C	Water Supply Installation	
i)	Bill No. 2: b/f from Page M-5	-
D	Drainage Installation	
i)	Bill No. 3: b/f from Page M-7	-
F	Sub-Total	-
F	P.C. Sum for Fire Fighting Installations - Hose-reels, Portables and Fire Blankets	800,000.00
	Total c/f to Form of Tender	

Amount in words.....

.....

.....

..... **Tenderer's Name &**

Stamp:.....

Signature:.....

Date.

**BILL NO. 4:
SOLAR THERMAL WATER HEATING**

Ite No	Descri ption	Uni t	Qty	Rate K.Shs.	Amou K.Shs.
SOLAR HOT WATER SYSTEMS					
	Supply and install 24 No. 2.0 square meter solar collector panels with approximate dimensions of 1.0 x 2.0 meters. The panel to be fabricated from high transmittance tempered security glass cover, on back coated copper absorber sheet, on copper tubes with screwed brass outlets, on a layer of insulation with aluminum foil, on the bottom cover. The panel frame to be in powder coated aluminum or other approved corrosion resistant material. Heat output to be between 3.6 and 5.4 kWhrs/day/square meter of panel.				
A	The panels to be connected to : 150 Litre High pressure (3.5 Bar operating pressure) Stainless Steel hot water storage cylinder, electric booster heater element(s) complete with connection to power from a local isolator, 24 HR timer, Pressure/Expansion Release Valve, 40mm thick insulation clad in corrosion resistant and water proof casing. Cylinder to have provisions for mounting in horizontal position. Rates must allow for supporting the cylinder on flat or inclined floor, to the Engineer's approval.	No.	22		
B	Ditto but 100 Litre Cylinders	No.	2		
C	Interconnection pipework between each 150 Litre cylinders and it's panel (or set of panels to achieve a Pre-heated system) in PPR-C . Pipework to include air bleeding and pressure release valve	No.	22		
D	Ditto but for 100 Litre Cylinders	No.	2		
E	Solar Feed Pressure pump set comprising of 2 No. Pumps each with a capacity of 1Litre per second at a static pressure of 10 Meters as GRUNDFOS Vertical Pump. Pump set to be mounted on a common baseplate and to have all interconnection pipework, suction and delivery gate valves, check valves, Tees, Pressure Vessel, Suction and Discharge manifold and other necessary accessories.	Set	2		

F	Control Panel and associated wiring for automatic operation of the above Domestic water pumps so that they operate on Duty/standby Mode. The control to have Automatic/Manual Pump selector/changeover switch, float switches for the suction tank and pressure switch, display lamps for PUMP RUNNING, FAULT, STANDBY, POWER ON.	No.	2		
G	Stands material for flat roof angle line 30*30*3mm per collector	No.	24		
H	Allow for setting to work, testing and commissioning of the whole system to the satisfaction of the Engineer.	Item	Sum		
I	Allow for presentation of all the required samples as per specifications, Bills of Quantities and Drawings.	Item	1		
Total c/f to Collection page					

Ite No	Description	Unit	Qty	Rate K.Shs.	Amount K.Shs.Ct
A	Prepare and submit Working Drawings as follows:-				
	· Draft soft copy in AutoCAD® 2013 in CD-RW/USB.				
	· Amended soft copy in AutoCAD® 2013 in CD-RW/USB.				
	· 5 Final soft copies in AutoCAD® 2013 in CD-RW/USB to Architect, Client, Quantity Surveyor, and Engineer (2 copies)				
	· 3 Draft hard copies of Working Drawings in A1 (Scales 1:50, 1:25) to Engineer, Architect and Main Contractor.				
	· 2 Amended hard copies of Working Drawings in A1 (Scales 1:50 and 1:25) to Engineer, Architect and Main Contractor.				
	· 11 No. Final hard copies of working drawings in A1 (Scales 1:50, 1:25) to Engineer (3 copies),				
B	Prepare and submit, for record, As Built Drawings as follows:-				
	· Fully dimensioned drawings of all plants and apparatus.				
	· General arrangement drawings of equipment, plant etc.				
	· Routes – types and sizes and arrangement of all pipework.				
	· System schematics and trunking diagrams showing all salient information relating to control and instrumentation.				
	· Grading charts				
	· Wiring and piping diagrams of plant and apparatus.				
	· Schematic diagram of individual plants and switch and control boards.				
	· All the required operating instructions for all panels, boards, control panels etc.	Item	1		
	Sub-Total				-
	COLLECTION PAGE				

	Bill 4 :Solar Thermal Water Heating Installation				
1	Brought forward from page No. S-1				
2	Brought forward from page No. S-2				
	Total c/f to Summary Page S-3				-

SOLAR THERMAL WATER HEATING INSTALLATIONSUMMARY OF PRICES

Ite No	Description	Unit	Qty	Rate	Amou
				K.Shs. Cts.	K.Shs. Cts.
1	Sub Contract Preliminaries and General Conditions				
2	Bill No 4 - Solar Thermal Water Heating Installation				
	Brought Forward from Page No. S-2.....				
	SUB -TOTAL				
	Capacity building levy (0.03%) of total amount excluding VAT tax or any other taxes.				
	16% VAT excluding Capacity Building Levy or any other taxes.				
	GRAND TOTAL SUM (INCLUDING 0.03% CBL, 16% VAT OR ANY OTHER TAXES TO BE CARRIED TO FORM OF TENDER)				

Amount in Words:

Tenderer's Name and Stamp:

Signature: **Date:**

PIN NO. **VAT CERTIFICATE NO.** **Witness:**

..... **Address:** **Signature:**

..... **Date:**

LIQUEFIED PETROLEUM GAS (LPG) SUPPLY

Item	Descrip	Unit	Qt	Rate	Cost
1.0	Site Reticulation				
A	Aboveground LPG Tank. total capacity	No.	1		
B	High Capacity Commercial Regulator	No.	1		
C	LPG Vaporizer 50ka/hr	No.	1		
	Total LPG Tank and accessories				-
2.0	LPG Piping inside Residential Block				
A	Schedule 40 gas pipe 1 1/4"	Lm	60		
B	Schedule 40 gas pipe 1"	Lm	30		
C	Schedule 40 gas pipe 3/4"	Lm	96		
D	Elbow 1 1/4"	No.	8		
E	Elbow 1"	No.	2		
F	Elbow 3/4"	No.	72		
G	Tee 1 1/4"	No.	14		
H	Tee 1"	No.	8		
I	Tee 3/4"	No.	24		
J	Reducer 1 1/4"x3/4"	No.	10		
K	Reducer 1"x3/4"	No.	2		
L	Reducer 3/4"x1/2"	No.	24		
M	Flange class 300 1 1/4"	No.	10		
N	Flange class 300 1"	No.	2		
P	Flange class 300 3/4"	No.	24		
Q	PEX Pipe 16mm. L=100M	LM	100		
R	PEX Transition Coupler elbow16mmx1/2"	No.	24		
S	PEX Transition Coupler Male16mmx1/2"	No.	24		
T	PEX elbow16mm. 90°	No.	72		
U	LPG Ball Valves 1 1/4"	No.	3		
V	LPG Ball Valves 1"	No.	8		
W	LPG Ball Valves 3/4"	No.	25		

A	Extra over gas pipes: brackets, coupling, connectors, end caps, angle brackets, plugs, P.T.F.E tapes, compounds, together with fixing pipe sleeves, all as required in the pipework installation.	Item	1		
Total Site Reticulation Piping and Fittings					-
3.0 LPG Metering, Pressure Control and Isolation Valves					
A	Prepaid Gas Meter with Modbus communication	No.	25		
B	Low Pressure gas regulator	No.	25		
C	Meter connection flexible hoses	No.	50		
D	Gas Filter 1"	No.	1		
E	Flexible hoses pipes connection to kitchen	LM	25		
F	Pressure gauge	No.	12		
Total LPG Metering and Pressure Control					-
4.0 Safety					
A	LPG Detectors and Solenoid valves	No.	25		
Total Safety					-
5.0 General Items					
5.1 Painting and Signage					
A	Allow for painting of the LPG installation with 2 coats of yellow super gloss paint on anti corrosion primer coat	Item	1		
B	Laminated labels for the LPG installation and " No Smoking" Labels	Item	1		
C	Allow for setting to work, testing and commissioning of the LPG installation	Item	1		
Total Painting and Signage					-
6.0 Builders Works					

6.1	Associated Builder works		1		
	Total Builders Works				-
7.0	LPG Terminal Unit Improvement				
7.1	LPG Terminal Unit Improvement	No.	25		
	Total LPG Terminal Unit Improvement				-

	Summary				
	Total LPG Tank and accessories				-
	Total Site Reticulation Piping and Fittings				-
	Total LPG Metering and Pressure Control				-
	Total Safety				-
	Total Painting and Signage				-
	Total Builders Works				-
	Total LPG Terminal Unit Improvement				-
	Grand Total				-

Amount in Words:

Tenderer's Name and

Stamp:..... **Signature:**

..... **Date:**

PIN NO. **VAT CERTIFICATE NO.**.....

Witness: **Address:**

..... **Signature:**

Date:

.....

ITE	DESCRI	UNI	QUANT	RATE	AMOUNT
	SECTION NO. 5				
	<u>PROPOSED KR APARTMENT, AOKO ESTATE, PHASE 1</u>				
	ELEMENT NO. 1				
	PROVISIONAL SUMS				
	Services Buildings & Utilities				
A	Provisional Sum of Kshs Two Million for Generator House, and other utility structures				2,000,000.00
	Borehole				
B	Provisional Sum of Kshs Six Million for Borehole drilling, equipment and treatment				6,000,000.00
	Contingency				
C	Provide a Contingency Sum of Kshs. Ten Million Only				10,000,000.00
	to be deducted in whole or parts as directed by the Project Manager				
	CARRIED TO SUMMARY			KSHS	18,000,000.00

ITE	DESCRIPTION	KS
	PROPOSED APARTMENTS AT AOKO ESTATE- PHASE 1. FOR KENYA RAILWAYS	
	MAIN SUMMARY	
	SECTION	PAGE NO
1	PARTICULAR PRELIMINARIES	P/6
2	GENERAL PRELIMINARIES	P/20
3	APARTMENT BLOCK	3/24
4	EXTERNAL WORKS	4/17
5	ELECTRICAL INSTALLATIONS	E/1
6	PLUMBING & DRAINAGE	PD/8
7	SOLAR INSTALLATION	S/3
8	LIQUEFIED PETROLEUM GAS (LPG)	L/3
9	PROVISIONAL SUMS & CONTINGENCY	5/1
	Capacity building levy (0.03%) of total amount excluding VAT	
	16% VAT excluding Capacity Building Levy or any other taxes.	
	GRAND TOTAL SUM (INCLUDING 0.03% CBL, 16% VAT OR ANY OTHER TAXES TO BE CARRIED TO FORM OF TENDER)	-
	<u>EMPLOYER</u>	<u>CONTRACTOR</u>
	NAME.....	NAME.....

	SIGNATURE.....	SIGNATURE.....
	ADDRESS.....	ADDRESS.....

	DATE.....	DATE.....

NOTES TO BIDDERS

- 1 Bidders are advised to factor 0.03% CBL deduction into their total contract sum when quoting prices, as no additional compensation shall be made on account of this levy.
- 2 For more information, please refer to the official PPRA guidelines at <https://ppra.go.ke/cbl-order/> and e-citizen website on <https://ppra.ecitizen.go.ke>
- 3 All prices quoted must be inclusive of all relevant taxes
- 4 The offered unit price MUST be rounded to two decimal places and transferred to the form of tender failure to which section 82 of the PPAD, 2015, Act and subsequent revisions of 2022 shall apply.
- 5 The total cost as indicated above shall be transferred to the form of tender.

**PART III - CONDITIONS OF CONTRACT
AND CONTRACT FORMS**

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

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

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

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

General Conditions of Contract

A. General

1. Definitions

1.1 Bold face type is used to identify defined terms.

- a) **The Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- b) **The Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- c) **The Adjudicator** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- e) **Compensation Events** are those defined in GCC Clause 42 hereunder.
- f) **The Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- g) **The Contract** is the Contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- h) **The Contractor** is the party whose Bid to carry out the Works has been accepted by the Procuring Entity.
- i) **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Procuring Entity.
- j) **The Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- k) **Days** are calendar days; months are calendar months.
- l) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- m) **A Defect** is any part of the Works not completed in accordance with the Contract.
- n) **The Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- o) **The Defects Liability Period** is the period **named in the SCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.

- p) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- q) **The Procuring Entity** is the party who employs the Contractor to carry out the Works, **as specified in the SCC**, who is also the Procuring Entity.
- r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- s) **“In writing” or “written”** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- t) The Initial Contract Price is the Contract Price listed in the Procuring Entity's Letter of Acceptance.
- u) **The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- v) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- w) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- x) **The Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- y) **SCC** means Special Conditions of Contract.
- z) **The Site** is the area of the works as **defined as such in the SCC**.
- aa) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- bb) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- cc) **The Start Date is given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- dd) **A Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- ee) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- ff) **A Variation** is an instruction given by the Project Manager which varies the Works.
- gg) **The Works** are what the Contract requires the Contractor to construct, install, and turn over to the Procuring Entity, **as defined in the SCC**.

2 Interpretation

- 21 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under

the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.

- 22 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 23 The documents forming the Contract shall be interpreted in the following order of priority:
 - a) Agreement,
 - b) Letter of Acceptance,
 - c) Contractor's Bid,
 - d) Special Conditions of Contract,
 - e) General Conditions of Contract, including Appendices,
 - f) Specifications,
 - g) Drawings,
 - h) Bill of Quantities, and
 - i) Any other document **listed in the SCC** as forming part of the Contract.

3. Language and Law

- 3.1 The language of the Contract is English Language and the law governing the Contract are the Laws of Kenya.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Procuring Entity's Country when
 - a) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - b) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

4. Project Manager's Decisions

- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.

5. Delegation

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

6. Communications

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

7. Subcontracting

- 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not

assign the Contract without the approval of the Procuring Entity in writing. Subcontracting shall not alter the Contractor's obligations.

8. Other Contractors

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

9. Personnel and Equipment

- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 9.3 If the Procuring Entity, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

10. Procuring Entity's and Contractor's Risks

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

11. Procuring Entity's Risks

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

- aa) a Defect which existed on the Completion Date,
- bb) An event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or
- cc) The activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

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

13. Insurance

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

14. Site Data

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

15. Contractor to Construct the Works

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

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

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

17. Approval by the Project Manager

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

18. Safety

- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.

19. Discoveries

- 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Procuring Entity. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

20. Possession of the Site

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

21. Access to the Site

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

22. Instructions, Inspections and Audits

- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 22.3 The Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Procuring Entity and/or persons appointed by the Public Procurement Regulatory Authority to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Public Procurement Regulatory Authority. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Public Procurement Regulatory Authority's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Public

Procurement Regulatory Authority's prevailing sanctions procedures).

23. Appointment of the Adjudicator

- 23.1 The Adjudicator shall be appointed jointly by the Procuring Entity and the Contractor, at the time of the Procuring Entity's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

24. Settlement of Claims and Disputes

24.1 Contractor's Claims

- 24.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, as and not later as 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 24.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clause shall apply.
- 24.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 24.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.
- 24.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
- a) This fully detailed claim shall be considered as interim;

- b) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
- c) The Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

24.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

24.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause

24.1.8 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

24.1.9 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

24.1.10 If the Project Manager does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 24.4 [Arbitration].

24.1.11 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause 24.3.

24.2 Amicable Settlement

24.2.1 Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 24.1 above should move to commence arbitration after the fifty-sixth day from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

24.3 Matters that may be referred to arbitration

24.3.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:

- a) The appointment of a replacement Project Manager upon the said person ceasing to act.

- b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
- c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- e) Any dispute arising in respect of war risks or war damage.
- f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

244 Arbitration

- 24.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 24.3 shall be finally settled by arbitration.
- 24.4.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 24.4.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 24.4.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 24.4.5 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 24.4.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 24.4.7 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.
- 24.4.8 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the Works.
- 24.4.9 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

245 Arbitration with National Contractors

- 24.5.1 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;
 - i) Architectural Association of Kenya
 - ii) Institute of Quantity Surveyors of Kenya
 - iii) Association of Consulting Engineers of Kenya
 - iv) Chartered Institute of Arbitrators (Kenya Branch)

- v) Institution of Engineers of Kenya

24.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

24.6 Alternative Arbitration Proceedings

24.6.1 Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

24.7 Failure to Comply with Arbitrator's Decision

24.7.1 The award of such Arbitrator shall be final and binding upon the parties.

24.7.2 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

24.8 Contract operations to continue

24.8.1 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 Procuring Entity shall pay the Contractor any monies due the Contractor.

25. Fraud and Corruption

25.1 The Government requires compliance with the country's Anti-Corruption laws and its prevailing sanctions policies and procedures as set forth in the Constitution of Kenya and its Statutes.

25.2 The Procuring Entity requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. Time Control

26. Program

26.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an

updated Activity Schedule within 14 days of being instructed to by the Project Manager.

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

27. Extension of the Intended Completion Date

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

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

28. Acceleration

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

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

29. Delays Ordered by the Project Manager

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

30. Management Meetings

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

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

31. Early Warning

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

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

C. Quality Control

32. Identifying Defects

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

33. Tests

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

34. Correction of Defects

- 34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

35. Uncorrected Defects

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

D. Cost Control

36. Contract Price⁷

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

37. Changes in the Contract Price⁸

- 37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Entity.
- 37.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

38. Variations

- 38.1 All Variations shall be included in updated Programs⁹ produced by the Contractor.
- 38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

⁷*In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:*

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

⁸*In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:*

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

⁹*In lump sum contracts, add "and Activity Schedules" after "Programs."* ¹⁰*In lump sum contracts, delete this paragraph.*

- 38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning
- 38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work
- 38.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- a) The proposed change(s), and a description of the difference to the existing contract requirements;
 - b) A full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
 - c) A description of any effect(s) of the change on performance/functionality.
- 38.8 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:
- a) Accelerate the contract completion period; or

- b) Reduce the Contract Price or the life cycle costs to the Procuring Entity; or
- c) Improve the quality, efficiency, safety or sustainability of the Facilities; or
- d) Yield any other benefits to the Procuring Entity, without compromising the functionality of the Works.

389 If the value engineering proposal is approved by the Procuring Entity and results in:

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

39. Cash Flow Forecasts

39.1 When the Program¹¹, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

40. Payment Certificates

40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

40.3 The value of work executed shall be determined by the Project Manager.

40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.

40.5 The value of work executed shall include the valuation of Variations and Compensation Events.

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

40.7 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (which would be the tender price), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: *(corrected tender price – tender price)/tender price X 100*.

41. Payments

41.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

41.2 If an amount certified is increased in a later certificate or as a result of an award by the

Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

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

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

42. Compensation Events

421 The following shall be Compensation Events:

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

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

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

424 The Contractor shall not be entitled to compensation to the extent that the Procuring

Entity's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

43. Tax

- 43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

44. Currency of Payment

- 44.1 All payments under the contract shall be made in Kenya Shillings

45. Price Adjustment

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

$$P = A + B \text{ Im/lo}$$

where:

P is the adjustment

factor for the portion of the Contract Price payable.

A and B are coefficients¹³ **specified in the SCC**, representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable and Im is the index prevailing at the end of the month being invoiced and IOC is the index prevailing 30 days before Bid opening for inputs payable.

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

46. Retention

- 46.1 The Procuring Entity shall retain from each payment due to the Contractor the proportion stated in the **SCC** until Completion of the whole of the Works.
- 46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

47. Liquidated Damages

- 47.1 The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the

Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

48. Bonus

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

49. Advance Payment

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

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

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

50. Securities

50.1 The Performance Security shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 day from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

51. Dayworks

51.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

51.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

51.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

52. Cost of Repairs

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

E. Finishing the Contract

53. Completion

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

54. Taking Over

54.1 The Procuring Entity shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

55. Final Account

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

¹³*The sum of the two coefficients A and B should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the non-adjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other non-adjustable components. The sum of the adjustments for each currency are added to the Contract Price.*

56. Operating and Maintenance Manuals

56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

57. Termination

57.1 The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

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

- a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- c) the Procuring Entity or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- d) a payment certified by the Project Manager is not paid by the Procuring Entity to the Contractor within 84 days of the date of the Project Manager's certificate;

- e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- f) the Contractor does not maintain a Security, which is required;
- g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- h) if the Contractor, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

573 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.

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

575 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

58. Payment upon Termination

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

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

59. Property

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

60. Release from Performance

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

SECTION IX - SPECIAL CONDITIONS OF CONTRACT

Except where otherwise specified, all Special Conditions of Contract should be filled in by the Procuring Entity prior to issuance of the bidding document. Schedules and reports to be provided by the Procuring Entity should be annexed.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General	
GCC 1.1 (q)	<p>The Procuring Entity is Kenya Railways.</p> <p style="text-align: center;">The Managing Director Kenya Railways P.O. BOX 30121 - 00100 Nairobi, Kenya Kenya Railways Headquarters, Haile Selassie Avenue</p>
GCC 1.1 (u)	<p>The Intended Completion Date for the whole of the Works shall be;</p> <p><i>The contract duration is <u>78</u> weeks from the date of contract Signing</i></p>
GCC 1.1 (x)	<p>The Project Manager is <i>[General Manager Engineering and Technical Services in Liaison with GM-Supply Chain Management]</i>.</p>
GCC 1.1 (z)	<p>The Site is located at South B, Kenya Railways Aoko Estate, – Nairobi county; along Aoko Road</p>
GCC 1.1 (cc)	<p>The Start Date shall be <i>[to be advised during contract issue.]</i> 7 days from the date of contract signing</p>
GCC 1.1 (gg)	<p>The Works consist of Proposed construction of Residential Apartment on Aoko Road, Plot LR No. 209/9534R, Nairobi County</p>
GCC 2.2	<p>Sectional Completions are: -Not Applicable</p>
GCC 5.1	<p>The Project manager <i>[may]</i> delegate any of his duties and responsibilities.</p>
GCC 8.1	<p>Schedule of other contractors: <i>[insert Schedule of Other Contractors, if appropriate] Not Applicable</i></p>
GCC 9.1	<p>Key Personnel GCC 9.1 is replaced with the following:</p> <p>9.1 Key Personnel are the Contractor’s personnel named in this GCC 9.1 of the Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>[Insert the name/s of each Key Personnel agreed by the Procuring Entity prior to Contract signature.]</p>
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) For loss or damage to the Works, Plant and Materials: <i>[insert amounts]</i>.</p> <p>(b) For loss or damage to Equipment: [as per the laws of Kenya].</p> <p>(c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract [as per the laws of Kenya].</p> <p>(d) for personal injury or death:</p> <p>(i) Employees (Evidence of Insurance cover for current employees i.e Workman Injuries Benefits Cover (WIBA)</p> <p>(ii) •Public liability Cover with a minimum cover of Ksh 5,000,000 (Five Million).</p> <p>(iii) •Fidelity cover</p> <p>(iv) •Provide evidence of Insurance Cover against loss of clients' property Bidder to comply after contract signing during implementation of the contract</p>
GCC 14.1	Site Data are: <i>list Site Data] To be filled by user N/A</i>
GCC 20.1	The Site Possession Date(s) shall be: <i>7 days after Contract Signing</i>
GCC 23.1 & GCC 23.2	<p>Appointing Authority for the Adjudicator: Nairobi Centre of International Arbitration</p> <p>Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>[insert hourly fees and reimbursable expenses]</i>.</p>
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within <i>[14days after contract signing]</i> days from the date of the Letter of Acceptance.
GCC 26.3	<p>The period between Program updates is 30 days.</p> <p>The amount to be withheld for late submission of an updated Program is Full certificate</p>
C. Quality Control	
GCC 34.1	The Defects Liability Period is. <i>[12 months from completion certificate receipt and signature]</i> .
D. Cost Control	
GCC 38.9	If the value engineering proposal is approved by the Procuring Entity the

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	amount to be paid to the Contractor shall be _N/A (<i>insert appropriate percentage. The percentage is normally up to 50%</i>) of the reduction in the Contract Price. (Not Applicable)
GCC 40.1 GCC 41.1	Minimum amount of certificate: Kshs. 10 million ; Unless it is the final account.
GCC 44.1	The currency of the Procuring Entity's Country is: (Kshs) Kenya shillings
GCC 45.1	<p>This is a fixed price contract therefore the price adjustment clause shall not be applicable</p> <p>The coefficients for adjustment of prices are:</p> <p>(a) <i>[Insert percentage]</i> percent nonadjustable element (coefficient A).</p> <p>(b) <i>[Insert percentage]</i> percent adjustable element (coefficient B).</p> <p>(c) The Index I for shall be <i>[insert index]</i>.</p> <p>* The price adjustment coefficients are Not required since this shall be a fixed price contract.</p>
GCC 46.1	<p>The proportion of payments retained is: <i>[10% in each interim valuation but shall not exceed (limit of retention) 5% of the contract sum]</i></p> <p><i>As per the contract in line with PPDA 2015 and attainment of milestones/ bank guarantee</i></p>
GCC 47.1	The liquidated damages for the whole of the Works are <i>[0.1 percentage of the final Contract Price]</i> per day. The maximum amount of liquidated damages for the whole of the Works is <i>[10%]</i> of the final Contract Price.
GCC 48.1	The Bonus for the whole of the Works is Not Applicable per day. The maximum amount of Bonus for the whole of the Works is <i>[insert percentage]</i> of the final Contract Price.
GCC 49.1	The Advance Payments shall Not be paid to the Contractor.
GCC 50.1	<p>The Performance Security amount is <i>[10% of the contractual sum in Kenya shillings) denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Procuring Entity]</i></p> <p>(a) Performance Security – Bank Guarantee: in the amount(s) of <i>[10% of the estimated budget]</i> percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.</p> <p>(b) Performance Security – Performance Bond: in the amount(s) of 10% percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. . Not Acceptable</p>
E. Finishing the Contract	

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 56.1	<p>The date by which operating and maintenance manuals are required is <i>[during training and commissioning]</i> dates to be inserted by the project manager</p> <p>The date by which “as built” drawings are required is <i>[before issuance of completion certificate]</i> as per project managers recommendation</p>
GCC 56.2	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>[KES 200,000.00]</i></p>
GCC 57.2 (g)	<p>The maximum number of days is: <i>[insert number; consistent with Clause 47.1 on liquidated damages]</i>. As recommended by the project manager</p>
GCC 58.1	<p>The percentage to apply to the value of the work not completed, representing the Procuring Entity’s additional cost for completing the Works, is <i>[25%]</i>. As recommended by the project manager/IAC Committee</p>

FORM No 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer's Authorized Representative

- i) Name: *[insert Authorized Representative's name]*
- ii) Address: *[insert Authorized Representative's Address]*
- iii) Telephone: *[insert Authorized Representative's telephone/fax numbers]*
- iv) Email Address: *[insert Authorized Representative's email address]*

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

2. Date of transmission: *[email]* on *[date]* (local time)

This Notification is sent by *(Name and designation)* _____

3. Notification of Intention to Award

- i) Procuring Entity: *[insert the name of the Procuring Entity]*
- ii) Project: *[insert name of project]*
- iii) Contract title: *[insert the name of the contract]*
- iv) Country: *[insert country where ITT is issued]*
- v) ITT No: *[insert ITT 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:

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

- i) Name of successful Tender _____
- ii) Address of the successful Tender _____
- iii) Contract price of the successful Tender Kenya Shillings _____
(in words _____)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated,

give one main reason the Tender was unsuccessful.

S/No	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (*local time*).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - i) Attention: [*insert full name of person, if applicable*]
 - ii) Title/position: [*insert title/position*]
 - ii) Agency: [*insert name of Procuring Entity*]
 - iii) Email address: [*insert email address*]
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) 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 (3) 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.
- e) 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.
- f) 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, as and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (*local time*).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: [*insert full name of person, if applicable*]
 - ii) Title/position: [*insert title/position*]

iii) Agency: *[insert name of Procuring Entity]*

iv) Email address: *[insert email address]*

- c) 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.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website info@ppra.go.ke or complaints@ppra.go.ke.

You should read these documents before preparing and submitting your complaint.

e) There are four essential requirements:

- i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
- ii) The complaint can only challenge the decision to award the contract.
- iii) You must submit the complaint within the period stated above.
- iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

- i) **DEADLINE:** The Standstill Period is due to end at midnight on *[insert date]* (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us.
On behalf of the Procuring Entity:

Signature: _____ **Name:** _____

Title/position: _____ **Telephone:** _____ **Email:** _____

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW (r.203 (1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... for (Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box No..... Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
- 2.

SIGNED (Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

FORM NO 3: LETTER OF AWARD

[Letterhead paper of the Procuring Entity] [date]

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

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by (*Name of Procuring Entity*).

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring Entity.....

Attachment: *Contract Agreement*.....

FORM NO 4: CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20____,
between

_____ of _____

(hereinafter "the Procuring

Entity"), of the one part, and _____ of

_____ (hereinafter "the Contractor"), of
the other part:

WHEREAS the Procuring Entity desires that the Works known as _____ should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) The Letter of Acceptance
 - b) The Letter of Tender
 - c) The addenda Nos____(if any)
 - d) The Special Conditions of Contract
 - e) The General Conditions of Contract;
 - f) The Specifications
 - g) The Drawings; and
 - h) The completed Schedules and any other documents forming part of the contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year specified above.

Signed and sealed by _____ (for the Procuring Entity)

Signed and sealed by _____ (for the Contractor).

FORM NO. 5 - PERFORMANCE SECURITY**[Option 1 - Unconditional Demand Bank Guarantee]***[Guarantor letterhead]***Beneficiary:** _____ *[insert name and Address of Procuring Entity]***Date:** _____ *[Insert date of issue]***Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with (name of Procuring Entity) _____ (the Procuring Entity as the Beneficiary), for the execution of _____ (Hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the Day of, 2.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. 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."

*[Name of Authorized Official, signature(s) and seals/stamps].***Note:** *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

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

²*Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity 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.

FORM No. 6 - PERFORMANCE SECURITY**[Option 2– Performance Bond]**

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Procuring Entity]* **Date:** _____ *[Insert date of issue].*

PERFORMANCE BOND No.: _____

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

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Obligee (hereinafter called “the Procuring Entity”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the _____ Day of _____, 20, for _____ 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.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity'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 tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity 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 Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - 3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

- 4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
- 5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
- 6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day_of _____20____.

SIGNED ON _____ on behalf of By _____ in the capacity of In
the presence of

SIGNED ON _____ on behalf of By _____ in the
capacity of In the presence of

FORM NO. 7 - ADVANCE PAYMENT SECURITY**[Demand Bank Guarantee]***[Guarantor letterhead]***Beneficiary:** _____ *[Insert name and Address of Procuring Entity]***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]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ *(In words)* is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *(in words)* ¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. 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 Contractor on its account number _____ at _____.
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the _____ day of _____, 2nd, ² whichever is earlier. Consequently, a demand for payment under this guarantee must be received by us at this office on or before that date.
6. 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.

*[Name of Authorized Official, signature(s) and seals/stamps]***Note: All italicized text (including footnotes) is for use in preparing this form and**

shall be deleted from the final product.

¹*The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified In the Contract.*

²*Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity 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.*

FORM NO. 8 - RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[Insert name and Address of Procuring Entity]*

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]*

1. We have been informed that _____ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. _____ *[Insert reference number of the contract]* dated _____ with the Beneficiary, for the execution of _____ *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* _____ *([insert amount in words _____])*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.
4. 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 second half of the Retention Money as referred to above has been credited to the Contractor on its account number _____ at _____ *[insert name and address of Applicant's bank]*.
5. This guarantee shall expire no later than the Day of
2.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
6. 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.

[Name of Authorized Official, signature(s) and seals/stamps]

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

FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

Tender Reference No.: _____ [insert identification no]
 Name of the Tender Title/Description: _____ [insert name of the assignment]
 to: _____ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated ___ [insert date of notification of award] to furnish additional information on beneficial ownership: ___ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name	Directly----- % of shares	Directly... % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----- 2. Is this right held directly or indirectly?: Direct..... Indirect.....	1. Exercise s significant influence or control over the Company body of the Company (tenderer) Yes -----No----- 2. Is this influence or control exercised directly or indirectly? Direct..... .. Indirect.....
	National identity card number or Passport number	Indirectly-- % of shares	Indirectly-- % of voting rights		
	Personal Identification Number (where applicable)				
	Nationality				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Telephone number					...
	Email address					
	Occupation or profession					
2.	Full Name		Directly---- ----- % of shares	Directly... % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No----	1. Exercise s significant influence or control over the Company body of the Company (tenderer) Yes ----No--- -
	National identity card number or Passport number		Indirectly-- ----- % of shares	Indirectly-- -----% of voting rights	2. Is this right held directly or indirectly?: Direct.....	2. Is this influence or control exercised directly or indirectly? Direct..... ..
	Personal Identification Number (where applicable)				Indirect.....	Indirect..... ...
	Nationality(ies)					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Occupation or profession					
3.						
e.t.						
c						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020. (Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer:*[insert complete name of the Tenderer]_

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

Designation of the person signing the Tender: [insert complete title of the person signing the Tender]

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

Date this..... [insert date of signing] day of..... [Insert month], [insert year]

Bidders official Stamp



SITE VISIT CERTIFICATE

TENDER FOR PROPOSED CONSTRUCTION OF RESIDENTIAL APARTMENTS AT AOKO ESTATE, NAIROBI COUNTY. TENDER NO :KR/SCM/117/2024-2025

The tenderer shall visit the site under the guidance of KR personnel.

I hereby certify that I have viewed all the sites as required under the schedule of requirements.
Bidders will indicate that they have viewed the sites and have the representative sign the certificate.

Tenderers Representative

TENDERERS

NAME.....

SIGN.....DATE.....STAMP

KR Representative

DESIGNATED OFFICER NAME.....

SIGN.....DATE.....

STAMP.....