

DEPARTMENT OF LIVESTOCK, FISHERIES & VETERINARY SERVICES

PROPOSED RENOVATIONS OF THIKA MAIN SLAUGHTER HOUSE AND PERIMETER FENCE CONSTRUCTION

TENDER No. KCG/ALI/T/50/2023/2024

ISSUED ON: 12TH APRIL 2024

CLOSING DATE: 19TH APRIL 2024 AT 11:00am

P.O Box 2344-00900 Kiambu TEL: +254709877000-Ext 8125 Website: <u>www.kiambu.go.ke</u>

Tenderers who download the tender document may forward their particulars immediately <u>tenders@kiambu.go.ke</u> to facilitate any further clarification or addendum.

TENDER OPEN TO: CITIZEN CONTRACTORS

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COUNTY GOVERNMENT OF KIAMBU LIVESTOCK, FISHERIES & VETERINARY SERVICES

P.O BOX 2344-00900 KIAMBU

WEBSITE: www.kiambu.go.ke
Email:tenders@kiambu.go.ke

TENDER NAME: PROPOSED RENOVATIONS OF THIKA MAIN SLAUGHTER HOUSE AND PERIMETER FENCE CONSTRUCTION

TENDER No. KCG/ALI/T/50/2023/2024

1) NAME AND CONTACTADDRESSES OF PROCURING ENTITY

County Government of Kiambu

Name: Department of Livestock, Fisheries & Veterinary services

Address: P O. Box 2344-00900 Kiambu

Email

address: tenders@kiambu.go.ke.

- 2) Invitation to Tender (ITT) No. Tender No. KCG/ALI/T/50/2023/2024
- 3) Tender Name: PROPOSED RENOVATIONS OF THIKA MAIN SLAUGHTER HOUSE AND PERIMETER FENCE CONSTRUCTION

INVITATION TO TENDER

PROCURING ENTITY:
COUNTY GOVERNMENT OF KIAMBU
LIVESTOCK, FISHERIES & VETERINARY SERVICES

P.O BOX 2344-00900 KIAMBU WEBSITE: www.kiambu.go.ke Email: tenders@kiambu.go.ke

TENDER NAME: PROPOSED RENOVATIONS OF THIKA MAIN SLAUGHTER HOUSE AND PERIMETER FENCE CONSTRUCTION

Tender No. KCG/ALI/T/50/2023/2024

 The County Government of Kiambu-Department of Livestock, Fisheries & Veterinary services invites tenders for the PROPOSED RENOVATIONS OF THIKA MAIN SLAUGHTER HOUSE AND

PERIMETER FENCE CONSTRUCTION FY 2023/2024 as per this tender document

- 2. Tendering will be conducted under open competitive method (National) using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
- 3. Tenderers will be allowed to tender for all lots.
- 4. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours [0900 to 1600 hours] at the address given below.
- 5. Tender documents may be obtained from the Website(s) www.kiambu.go.ke or www.tenders.go.ke. Tender documents obtained electronically will be free of charge.
- 6. Tenderers who download the tender document may forward their particulars immediately to (tenders@kiambu.go.ke) to facilitate any further clarification or addendum.
- 7. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for (120) days from the date of opening of tenders.
- 8. All Tenders must be accompanied by a tender Security of (**KES.300,000**] as prescribed in the tender document
- 9. The Tenderer shall chronologically serialize all pages of the tender documents submitted indicating the total page numbers at the last page of the bid document.
- 10. Completed tenders must be delivered to the address below on or before 11:00AM on 19TH APRIL 2024.
- 11. **Tenders** will be opened immediately after the deadline date and time specified above or any deadline date and time specified later.
- 12. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
- 13. Late tenders will be rejected.
- 10. The addresses referred to above are:

Address for obtaining further information

Ag. Director, Supply Chain Management County Government of Kiambu

P.O Box 2344-00900 Kiambu

TEL: 0202540022 / 0113326142

Email: ddscm@kiambu.go.ke or tenders@kiambu.go.ke

Address for Submission of Tenders.

Name of Procuring Entity: County Government of Kiambu

Attention: County Government of Kiambu- AGRICULTURE, LIVESTOCK &IRRIGATION

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Postal Address: P. O. Box 2344-00900 Kiambu

Tender Submission: MAIN RECEPTION- GOVERNORS OFFICE @ COUNTY HEADQUARTERS OFFICES, (KIAMBU

TOWN) OPPOSITE KIAMBU MALL

Physical Address: COUNTY HEADQUATER OFFICES, OPPOSITE KIAMBU MALL

Address for Opening of Tenders.

County Government of Kiambu-HEADQUATERS -BOARDROOM

JOHN N. KURIA, CHIEF OFFICER

- LIVESTOCK, FISHERIES &VETERINARY SERVICES

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 <u>collusive</u> <u>practices</u> 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.
- 3.3 A 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.
- 3.4 A 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.
- 3.5 A 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.
- 3.6 A 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 subconsultants 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.
- 3.9 A 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. <u>Contents of Tender Documents</u>

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 19establishing 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 <u>fluctuations and adjustments</u>, 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.
- 21.10A 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 ITT39;
 - 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 <u>genuine competition</u> <u>between tenderers is compromised</u> (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 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 21days 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	The name of the contract is: PROPOSED RENOVATIONS OF THIKA MAIN SLAUGHTER HOUSE AND PERIMETER FENCE CONSTRUCTION The reference number of the Contract is: Tender No: KCG/ALI/T/50/2023/2024			
ITT 2.3	The Information made available on competing firms is as follows:			
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: not applicable			
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: [3].			
B. Contents of T	ender Document			
8.1	(B) A pre-arranged pretender visits of the site of the works <i>shall</i> take place at the following date, time, and place: N/A			
IITT 8.2	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than 3 days prior to the submission of tenders			
ITT 8.4	The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre-arranged pretender site visit will be published is:www.kiambu.go.ke			
ITT 9.1	(i) For Clarification of Tender purposes only, the Procuring Entity's address is: Attention: Ag. Director, Supply Chain Management Email Address: ddscm@kiambu.go.ke or tenders@kiambu.go.ke Physical Address: Supply Chain Management Office at Red Nova Offices Block B, 2 nd Floor, Room B-03 Postal Address: P. O. Box 2344-00900 Kiambu TEL: 0202540022 / 0113326142 Town: Kiambu Country: Kenya			
C. Preparation of	of Tenders			
ITP 13.1 (h)	The Tenderer shall submit the following additional documents in its Tender:			
ITT 15.1	Alternative Tenders shall not be considered.			
ITT 15.2	Alternative times for completion <i>shall not be</i> permitted.			
ITT 15.4	Alternative technical solutions shall be permitted for the following parts of the Works: not applicable			
ITT 16.5	The prices quoted by the Tenderer shall be: fixed			
ITT 20.1	The Tender validity period shall be 120 days.			
ITT 20.3 (a)	(a) The delayed to exceeding30number of days.(b) The Tender price shall be adjusted by the following percentages of the tender price:			

ITT Reference	Reference PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
	The state of the s		
	(i) By0_% of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and		
	(ii) By0% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.		
ITT 21.1	A Tender Security of ksh 300,000 shall be required.		
	A Tender-Securing Declaration shall not be required.		
ITT 21.2 (d)	The other Tender Security shall be: N/A		
ITT 21.5	On the Performance Security, other documents required shall be A 5% performance bond of contract sum for a contract above 5 million		
ITT 22.1	In addition to the original of the Tender, the number of copies is: <u>Not applicable.</u>		
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of:		
	Name, Title, ID Number/ any personal identification document.		
D. Submission a	nd Opening of Tenders		
ITT 24.1	(A) For <u>Tender submission purposes</u> only, the Procuring Entity's address is:		
	Name of Procuring Entity: County Government of Kiambu Attention: Chief Officer- Livestock, Fisheries & Veterinary Services Postal Address: P. O. Box 2344-00900 Kiambu		
ITT 27.1	The Tender opening shall take place at the time and the address for Opening of Tenders provided below: COUNTY GOVERNMENT OF KIAMBU HEADQUARTERS-KIAMBU TOWN GROUND FLOOR, -BOARDROOM Date and Time: 19 th April 2024 at (11.00am)		
ITT 27.1	If Tenderers are allowed to submit Tenders electronically, they shall follow the electronic tender submission procedures specified below: N/A		
ITT 27.6	The number of representatives of the Procuring Entity to sign is 3.		
F Evoluction	nd Comparison of Tenders		
ITT 32.3	The adjustment shall be based on the <i>average</i> price of the item or component as		
111 34,3	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: Citizen Contractors		

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 36.1	At this time, the Procuring Entity <i>does not</i> 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: 0 % of the total contract amount. Tenderers planning to subcontract more than 0 % 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	The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows: N/A For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Tenderer for the purpose of evaluation.
ITT 37.2 (d)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
ITT 51.1	The person named to be appointed as Adjudicator is N/A
ITT 52.2	Other documents required are as per the evaluation criteria
ITT 54.1	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 . 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:
	For the attention:
	Title/position: County Secretary
	Procuring Entity: [County Government of Kiambu
	Email address: [countysecretary@kiambu.go.ke]
	In summary, a Procurement-related Complaint may challenge any of the following:

(ii) the Procuring Entity's decision to award the contract.

<u>SECTION III - EVALUATION AND QUALIFICATION CRITERIA</u>

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.	Tend	er Evaluation (ITT 35) Price evaluation: in addition to the criteria listed in ITT 35.2 (a) – (c) the following
	criter i)	ia shall apply: Alternative Completion Times, if permitted under ITT 13.2, will be evaluated as follows:

iii)	Other Criteria; if permitted under ITT 35.2(d):

4. Multiple Contracts

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.

5. Alternative Tenders (ITT 13.1)

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.

6. Margin of Preference is not applicable

7. Post qualification and Contract ward (ITT 39), more specifically,

- a) In case the tender <u>was subject to post-qualification</u>, 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 pay ment) sufficient to meet the construction cash flow of Kenya Shillings
 - ii) Minimum <u>average</u> 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) Contractors 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 ______(specify 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 ______ (specify 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 t

QUALIFICATION FORM SUMMARY

EVALUATION CRITERIA

Evaluation Criteria:

Financial and Technical proposals shall be subjected to the following evaluation criteria: Evaluation will be done as per the criteria provided in the Tender document.

Preliminary Criteria

NO.	REQUIREMENT	RESPONSIVE	NON-RESPONSIVE
1	Attach a copy of Certificate of incorporation/ business Registration		
2	Attach a copy of current Form CR12 or its equivalent on beneficial ownership information		
3	Attach a valid tax compliance certificate (verifiable)		
4	Attach a copy of valid single business permit/trading license		
5	Attach Two copies of the tender document marked "original" and "copy		
6	Duly filled, signed and stamped form of tender.		
7	Original tender security of Ksh 300,000 (Three hundred thousand shillings only) in form of bank guarantee from a reputable bank or a reputable financial institution valid for 30 days beyond the tender validity.		
8	Duly filled and signed declaration that the person/tenderer will not engage in any corrupt or fraudulent practice		
9	Duly filled and signed declaration that the bidder is not debarred from participating in public procurement	1	
10	Duly filled and signed certificate of independent tender determination		
11	Duly filled and signed declaration and commitment to the code of ethics		
12	ALL pages including cover page, dividers, tender document, priced BQs and all other requirements MUST be serialized in a sequential order.		
13	Attach a current registration certificate with National Construction Authority category 7,6,5 4, 3, 2 or 1 in Building works		

100% compliance will be required to proceed to next evaluation stage. Failure to provide ANY of the above mandatory requirements will lead to disqualification

Technical Evaluation Criteria below

No.		Maximum Score	Award
1	Relevant Experience	20	
	Experience as prime contractor in the Construction industry of at least two (2) projects of similar nature . (Building works) and complexity equivalent to the works.		
	Attach two contracts/Local Service Order and its equivalent Completion certificates or take over certificate (TOC), (10 marks for each)		
2	Program of works	15	
	Proposed program (Work methodology and schedule) provides a Gantt Chart and work breakdown schedule		
	Note: The Evaluation Committee will assess whether the proposed work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts		
3		10	
	Attach at least two recommendation letter with official letter heads and respective signed contract from previous clients for works done in the last three years as proof that works have been executed and completed in accordance with the contract (5 marks each)		
4	Key Personnel (attach academic certificates)	15	
	Site Agent- BSc. Civil Engineering BA. Architecture or BSc. Construction Management with 3 years' experience (4 marks)		
	Foreman- Diploma Construction Management, Diploma Architecture, Building Technology or equivalent experience 3 years specific experience (4 marks)		
	Electrical Engineer- Diploma Electrical Engineering with 3 years' experience (3mks)		
	Mechanical Engineer- Diploma Mechanical Engineering with 3 years' experience (2 mks)		
	Health and Safety Officer (diploma/certificate as applicable)-with 3 years' general experience (2 marks)		

5	Staff Experience	10	
	(Attach recommendation letter from employer showing proof of the		
	years of experience)		

		1	T
1	Site Agent work experience.		
	3 years and above 2mks		
	Below 3years - 1mks		
	Maximum 2mks		
ii	Foreman Experience.	_	
	3 years and above 2mks		
	Below 3years - 1mks Maximum 2mks		
iii	Electrical Engineer Experience		1
	3 years and above 2mks		
	Below 3years - 1mks		
	Maximum 2mks		<u> </u>
iv	Mechanical Engineer		
	3 years and above 2mks Below 3years - 1mks		
	Below 3years - 1mks Maximum 2mks		
V	Health and Safety Officer		+
	3 years and above 2mks		
	Below 3years - 1mks		
	Maximum 2mks	10	
6	Physical Facilities; Provide details of physical address and contacts – Provide evidence	10	
	of physical Location i.e attach copy of title deed or lease		
	document 10mks		
	Total A	80	
		1	
	STAGE 2B: FINANCIAL CAPACITY (20 MARKS)		
1	Financial Capacity	20	
	a) Attach Audited Financial statements for the last three years		
	(2023,2022& 2021) or certified bank statements for the last six		
	months (10 marks) b) Bank's letter of credit worthiness for an amount of at least 20%		
	of the tendered sum- verifiable (10 marks)		
	of the tendered sum vermatic (10 marks)		
			T
<u> </u>	TOTAL B	20	
	TOTAL (A+B)	100	

Scoring A + B = 100% Pass Mark = 70%

1.1.1. Financial Evaluation

All tenders that shall qualify from technical evaluation shall be considered for financial evaluation. Financial evaluation shall involve;

Evaluation of completeness of the tender sum. The Form of Tender must be properly completed, amounts in words and figures and signed and stamped where appropriate;

Bid Sum comparisons. All bids shall be compared and ranked according to their bid sums from the lowest bid sum to the highest.

QUALIFICATION FORMS

1. 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 equipm	ent			
Equipment information	Name of manufacturer			Model and power rating
	Capacity		Year of manufacture	
Current status	Current location			
	Details of current commitments			
Source	Indicate source o	f the equipmer	nt	
	☐ Owned	☐ Rented	☐ Leased	☐ Specially manufactured
he following in	Formation for equip	oment owned b	y the Tender	er.
Owner	Nama of owner			

Omit t

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		

2. FORMPER-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: Contractor's Representative					
	Name of candidate:					
	Duration of	[insert the whole period (start and end dates) for which this position will be				
	appointment:	engaged]				
	Time commitment: for	[insert the number of days/week/months/ that has been scheduled for this				
	this position:	position]				
	Expected time schedule	[insert the expected time schedule for this position (e.g. attach high level Gantt				
	for this position:	chart]				
2.	Title of position: [J				
	Name of candidate:					
	Duration of	[insert the whole period (start and end dates) for which this position will be				
	appointment:	engaged]				
	Time commitment: for	[insert the number of days/week/months/ that has been scheduled for this				
	this position:	position]				
	Expected time schedule	[insert the expected time schedule for this position (e.g. attach high level Gantt				
	for this position:	chart]				
3.	Title of position: [
	Name of candidate:					
	Duration of	[insert the whole period (start and end dates) for which this position will be				
	appointment:	engaged]				
	Time commitment: for	[insert the number of days/week/months/ that has been scheduled for this				
	this position:	position]				
	Expected time schedule	[insert the expected time schedule for this position (e.g. attach high level Gantt				
	for this position:	chart]				
4.	Title of position: []				
	Name of candidate:					
	Duration of	[insert the whole period (start and end dates) for which this position will be				
	appointment:	engaged]				
	Time commitment: for	[insert the number of days/week/months/ that has been scheduled for this				
	this position:	position]				
	Expected time schedule	[insert the expected time schedule for this position (e.g. attach high level Gantt				
	for this position:	chart]				
5.	Title of position: [insert title]					
	Name of candidate					
	Duration of	[insert the whole period (start and end dates) for which this position will be				
	appointment:	engaged]				
	Time commitment: for	[insert the number of days/week/months/ that has been scheduled for this				
	this position:	position]				
	T	[insert the expected time schedule for this position (e.g. attach high level Gantt				
	Expected time schedule for this position:	linsert the expected time schedule for this position (e.g. dilach high level Gami				

3. FORM PER-2:

Name of Tenderer

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.

D 11 F#17					
Position [#1]:	[title of position from Form PER-1]				
Personnel information	Name:	Date of birth:			
	Address:	E-mail:			
	Professional qualifications:				
	Academic qualifications:				
	Language proficiency: [language and levels of speaking, reading and writing skills]				
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
[main project details]	[role and responsibilities on the project]	[time in role]	[describe the experience relevant to this position]

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:	[insert period (start and end dates) for which this
	Contractor's Representative or Key Personnel is available
	to work on this contract]
Time commitment:	[insert period (start and end dates) for which this
	Contractor's Representative or Key Personnel is available
	to work on this contract]

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

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

- 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.

Signature:	
Date: (day month year):	Countersignature
of authorized representative of the Tenderer:	
Signature:	Date: (day month
via only	

4. 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.

4.1 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:
[indicate country of Constitution]
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
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
 □ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 □ In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents
1 ,
establishing:
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.

4.2 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: _ 1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6. ☐ 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.

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

4.3 <u>FORM CON – 2</u>

as indicated below.

Historical Contract Non-Performance, Pending Litigation and Litigation History

Date:	Tenderer	's Name:		
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 contract Identification Footal Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent) Insert [insert amount and percentage] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)] 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.	Date:			
Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria Contract non-performance did not occur since 1 st January [insert year] specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1. Contract(s) not performed since 1 st January [insert year] specified in Section III, Evaluation and Qualification Criteria, requirement 2.1 Year Non- performed portion of contract Identification [insert on the portion of 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] Reason(s) for nonperformance: [indicate main reason(s)] 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.	JV Mem	ber's Name		
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 [insert amount and percentage] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)] 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.	ITT No.	and title:		
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 [insert amount and percentage] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)] 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.				
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 [insert amount and percentage] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)] 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.	N D	f 1 C 4 3	The second secon	
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 Year [insert amount and 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] Reason(s) for nonperformance: [indicate main reason(s)] 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.				
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 Year Contract Non-performed Contract Identification Insert amount (current value, currency, exchange rate and Kenya Shilling equivalent) Insert amount and percentage] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)] 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				Section III,
Vear Non- performed portion of contract Contract Identification Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)	Evaluatio	on and Qualification	Criteria, Sub-Factor 2.1.	
Vear Non- performed portion of contract Contract Identification Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)	_	C + +(-) + C	1 ' 1ST	
Non-performed portion of contract Contract Identification Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)				Evaluation and
portion of contract Contract	Qualifica	ation Criteria, require	ement 2.1	
portion of contract Contract	Voor	Non nowformed	Contract Identification	Total Contract
contract contract value, currency, exchange rate and Kenya Shilling equivalent) finsert finsert amount 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] Reason(s) for nonperformance: [indicate main reason(s)] 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.	1 ear	-	Contract Identification	
exchange rate and Kenya Shilling equivalent) [insert [insert amount 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] Reason(s) for nonperformance: [indicate main reason(s)] 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		-		*
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[insert amount and 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] Reason(s) for nonperformance: [indicate main reason(s)]				
Address of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	r· .	r: , ,		_
Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)] 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	_	*		[insert amount]
Address of Procuring Entity: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)] 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	year]	and percentage]		
Reason(s) for nonperformance: [indicate main reason(s)] 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				
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 □ 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 				
Factor 2.3. ☐ 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			in accordance with Section III, Evaluation and Qualification	n Criteria, Sub-
as indicated below.		0 0	accordance with Section III, Evaluation and Qualification Crit	eria, Sub-Factor 2.3
	as indica	ted 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 H	listory in accordance with S	Section III, Evaluation and Qualification Criter	ria
□ No 2.4.	Litigation History in accor	dance with Section III, Evaluation and Qualific	ation Criteria, Sub-Factor
□ Liti	gation History in accordance	ce with Section III, Evaluation and Qualification	n Criteria, Sub-Factor 2.4

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]

4.4 **FORM FIN – 3.1:**

\mathbf{F}	inan	cial	Situs	tion	and	Perf	ormana	·e
•	шиш	чи	211115		иш	геп	OFHIAIR	

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

4.4.1. Financial Data

(amount ir	currency, cu	rrency, eychs					
		ii i ciicy, caciii	ange rate*, US	SD equivalent)			
Year 1	Year 2	Year 3	Year 4	Year 5			
nformation	from Balance	Sheet)					
ent							
			information from Balance Sheet)				

Type of Financial information in					
	Year 1	Year 2	Year 3	Year 4	Year 5
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

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

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.

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.

4.5 **FORM FIN – 3.2:**

Average Annual Construction Turnover

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

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

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

4.6 **FORM FIN – 3.3:**

Financial Resources

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

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

4.7 **FORM FIN – 3.4:**

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.

	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					

4.8 **FORM EXP - 4.1**

General Construction Experience

Tenderer's	Name:		
Date:			
JV Membe	er's Name		
111 No. ar	10 titie:		
Page		_ofpages	
Starting Year	Ending Year	Contract Identification	Role of Tenderer
Tour			
		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:	

4.9 **FORM EXP - 4.2(a)**

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 □	Member in JV □	Management Contractor □	Sub- contractor
Total Contract Amount			Kenya Shilling	1
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				

4.10 FORM EXP - 4.2 (a) (cont.)

Specific Construction and Contract Management Experience (cont.)

Similar Contract No.		Information
Descri	ption of the similarity in accordance	
with S	ub-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	

4.11 **FORM EXP - 4.2(b)**

Construction Experience in Key Activities

Tenderer's Name:					
Date:					
					
Sub-contractor's Name ² (as per ITT 34):		_			
ITT No. and title:	_				
All Sub-contractors for key activities mu Evaluation and Qualification Criteria, Su	-	e info	ormation i	n this form as	per ITT 34 and
1. Key Activity No One: _					
	Information				
Contract Identification					
Award date					
Completion date					
	Prime Contractor □	Men JV □	nber in	Management Contractor □	Sub-contractor
Total Contract Amount				Kenya Shillin	g
Quantity (Volume, number or rate of	Total quantity	in	Percentage	e	Actual
production, as applicable) performed under	the contract		participati	on	Quantity
the contract per year or part of the year	(i)		(ii)		Performed (i) x (ii)
Year 1					
Year 2					
Year 3					
Year 4					
Procuring Entity's Name:					·
Address: Telephone/fax number					

² If applicable

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

2.	Activity	No.	Two
_			

OTHER FORMS

5. 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.
- *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.: KCG/ALI/T/47/2023/2024

Name and description of Tender: PROPOSED THIKA MAIN SLAUGHTER HOUSE RENOVATIONS AND PERIMETER FENCE CONSTRUCTION AT THIKA, HOSPITAL WARD

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

To:[Department of LIVESTOCK, FISHERIES & VETERINARY SERVICES -County Government of Kiambu] Dear Sirs,
In accordance with the Conditions of Contract Specifications Drawings and Bills of Overtities for the execution

	Kiambu] 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]
	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) <u>No reservations:</u> We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
 - ii) <u>Eligibility:</u> We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
 - iii) <u>Tender-Securing Declaration</u>: 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;
 - *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) <u>Tender Price:</u> 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) <u>Total price of all lots</u> (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

•		-	
•	nt.		•
	WL		•

sum of Kenya Shillings [[Amount in figures]	Kenya Shillings [amount in words]	
Lot 2:		
sum of Kenya Shillings [[Amount in figures]	_Kenya Shillings [amount in words]	
Lot 3		
sum of Kenya Shillings [[Amount in figures]	_Kenya Shillings [amount in words]	

- vii) <u>Discounts:</u> 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) <u>Tender Validity Period</u>: 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) <u>Performance Security:</u> If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
- xii) One <u>Tender Per Tender</u>: 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) <u>Suspension and Debarment</u>: 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) <u>State-owned enterprise or institution:</u> [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) <u>Commissions, gratuities, fees</u>: 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) <u>Binding Contract</u>: 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) <u>Fraud and Corruption:</u> 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) <u>Collusive practices</u>: 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.
- 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]

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

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

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. <u>TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE</u>

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.	 Country City Location Building Floor Postal Address 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 (postal	
	and physical addresses, email, and telephone	
	number) of	
	state which stock exchange	

General and Specific Details

	Name : - E-11	_	-	A ~ -			Na41 a = -114
				_Age Country	of Origin		_ Nationality _ Citizenship
			ne following details		- 01 011gm		_
	Names of Partners		Nationality	Citiz	zenship	% Shares owned	
1							
2 3							
3							
	i) Privateii) State thNomina	or public Control or public Control of the nominal and Kenya Sh	and issued capital o	f the Com	npany		
	•						
	iii) Give de	etails of Dir	ectors as follows.				
	Names of Director		Nationality	Citiz	zenship	% Shares owned	
1 2							
1 2 3							
	i) Are there an	y person/pei ip in this firi	n?Yes/No		(Name of Procu	ntity. ring Entity) who has/h	nave an interest
2 3 (e)	i) Are there any or relationsh	y person/per ip in this firm ails as follo	rsons inn? Yes/No		(Name of Procu	·	
2 3 (e)	i) Are there any or relationsh If yes, provide deta	y person/per ip in this firm ails as follo	rsons inn? Yes/No		(Name of Procu	ring Entity) who has/h	
2 3 (e)	i) Are there any or relationsh If yes, provide deta	y person/per ip in this firm ails as follo	rsons inn? Yes/No		(Name of Procu	ring Entity) who has/h	
2 3 (e) 1 2 3	i) Are there any or relationsh If yes, provide deta Names of Person	y person/per ip in this firm ails as follo Designati	rsons inn? Yes/No		(Name of Procu	ring Entity) who has/h	
2 3 (e)	i) Are there any or relationsh If yes, provide deta	y person/per ip in this firm ails as follo Designati	rsons inn? Yes/No		(Name of Procu	ring Entity) who has/h	'er

	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.		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
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 submission.	and accurate as at the date of
Full Name	Title or
Designation_	
(Signature) (Date)	

B. CERTIFICATE OF INDEPENDENTIENDER DETERMINATION

_		g the accompanying Letter of Tender to the_	
resp	curing Entity] for: conse to the request for tender	rs made by:	Name of Tenderer] do hereby
mak	te the following statements th	hat I certify to be true and complete in every res	spect:
I cer	tify, on behalf of		_[Name of Tenderer] that:
1.	I have read and I understar	nd the contents of this Certificate;	
2.	I understand that the Tencrespect;	der will be disqualified if this Certificate is for	und not to be true and complete in every
3.	I am the authorized represe on behalf of the Tenderer;	sentative of the Tenderer with authority to sign	this Certificate, and to submit the Tender
4.	individual or organization a) has been requested t	Certificate and the Tender, I understand that the notion, other than the Tenderer, whether or not affiliate submit a Tender in response to this request for ubmit a tender in response to this request for note;	ated with the Tenderer, who: or tenders;
5.	a) The Tenderer has a agreement or arrangb) the Tenderer has e more competitors document(s), comp	at [check one of the following, as applicable: arrived at the Tender independently from, and gement with, any competitor; entered into consultations, communications, regarding this request for tenders, and to plete details thereof, including the names of onsultations, communications, agreements or a	agreements or arrangements with one or the Tenderer discloses, in the attached of the competitors and the nature of, and
6.	communication, agreement a) prices; b) methods, factors or c) the intention or decid the submission of a	iting the generality of paragraphs (5)(a) or (5)(ant or arrangement with any competitor regards formulas used to calculate prices; ision to submit, or not to submit, a tender; or a tender which does not meet the specification ed pursuant to paragraph (5)(b) above;	ng:
7.	regarding the quality, qua	en no consultation, communication, agreementity, specifications or delivery particulars of pt as specifically authorized by the procuri (b) above;	the works or services to which this request
8.	any competitor, prior to	ve not been, and will not be, knowingly disclose the date and time of the official tender open aless otherwise required by law or as specifical	ning, or of the awarding of the Contract,
	Name		Title Date

C. <u>SELF - DECLARATION FORMS</u>

FORM SD1

	LF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF E PUBLIC PROCUREMENTAND ASSET DISPOSALACT 2015.
	, of Post Office Box being a resident of do hereby make a statement as ows: -
1.	THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of
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.

Bidder Official Stamp

FORM SD2

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

I,	
1.	THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
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
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/
<i>Company/Firm</i>)	declare that I have read and fully understood the
contents of the Public Procurement & Asset Disposal Ac	t, 2015, Regulations and the Code of Ethics for persons
participating in Public Procurement and Asset Disposal and	l my responsibilities under the Code.
I do hereby commit to abide by the provisions of the Code of I	Ethics for persons participating in Public Procurement and
Asset Disposal.	
Name of Authorized signatory	Sign
Position	
Office address	. Telephone
E-mail	
L-man	
Name of the Firm/Company	
• •	
Date	(Company Seal/ Rubber
Stamp where applicable)	
Stamp where applicable)	
Witness	
Name	Sign
Date	

D. APPENDIX 1-FRAUDAND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

2. 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.

3. 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 sub-section 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.

¹ For 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.

² Inspections 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: We have been informed that ______(here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of under Request for Tenders No._____("the ITT"). Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____(____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant: (a) has withdrawn its 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 provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance. 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. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above

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

onor before that date.

[signature(s)]

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TEN	DER GUARANTEE No.:	
1.	E 0	tenderer] (hereinafter called "the tenderer") has submitted its tender dated nder] for the
2.	having our registered office at [Name of Procuring Entity] (here (Currency and guarantee amoun Guarantor binds itself, its success)	resents that WE
3.	NOW, THEREFORE, THE CO	NDITION OF THIS OBLIGATION is such that if the Applicant:
		during the period of Tender validity set forth in the Principal's Letter of dity Period"), or any extension thereto provided by the Principal; or
	Validity Period or any e agreement; or (ii) has fa	the acceptance of its Tender by the Procuring Entity during the Tender tension thereto provided by the Principal; (i) failed to execute the Contract ed to furnish the Performance Security, in accordance with the Instructions ne Procuring Entity's Tendering document.
	receipt of the Procuring Entity its demand, provided that in i	o immediately pay to the Procuring Entity up to the above amount upon s first written demand, without the Procuring Entity having to substantiate demand the Procuring Entity shall state that the demand arises from the events, specifying which event(s) has occurred.
4.	the contract agreement signed is not the successful Tenderer,	if the Applicant is the successful Tenderer, upon our receipt of copies of by the Applicant and the Performance Security and, or (b) if the Applicant upon the earlier of (i) our receipt of a copy of the Beneficiary's notification of the Tendering process; or (ii)twenty-eight days after the end of the
5.	Consequently, any demand for above on or before that date.	payment under this guarantee must be received by us at the office indicated
	[Date]	[Signature of the Guarantor]
	[Witness]	

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

TENDER-SECURING DECLARATION FORM

Date Tend	Bidder shall complete this Form in accordance with the instructions indicated]
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.)
	for and on behalf of: [insert complete name of Tenderer]

Appendix to Tender

Schedule of Currency requirements

Summary of currencies of the Tender for	_[insert name	of Section of	of the W	Vorks]
---	---------------	---------------	----------	--------

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]



SECTION V - DRAWINGS

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

SECTION VI - SPECIFICATIONS

Notes for preparing Specifications

- 1. Specifications must be drafted to present a clear and precise statement of the required standards of materials, and workmanship for tenderers to respond realistically and competitively to the requirements of the Procuring Entity and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other supplies to be permanently incorporated in the Works be new, unused, of the most recent or current models, and incorporating all recent improvements in design and materials unless provided otherwise in the Contract. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated.
- 2. Specifications from previous similar projects are useful and may not be necessary to re-write specifications for every Works Contract.
- 3. There are considerable advantages in standardizing **General Specifications** for repetitive Works in recognized public sectors, such as highways, urban housing, irrigation and water supply. The General Specifications should cover all classes of workmanship, materials and equipment commonly involved in constructions, although not necessarily to be used in a particular works contract. Deletions or addenda should then adapt the General Specifications to the particular Works.
- 4. Care must be taken in drafting Specifications to ensure they are not restrictive. In the Specifications of standards for materials, plant and workmanship, existing Kenya Standards should be used as much as possible, otherwise recognized international standards may also be used.
- 5. The Procuring Entity should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possible to the technical solutions indicated in tender documents for certain elements of the Works, taking into consideration the comparative specialized advantage of potential tenderers.
- 6. The Procuring Entity should provide a description of the selected parts of the Works with appropriate reference to Drawings, Specifications, Bills of Quantities, and Design or Performance criteria, stating that the alternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and Specifications.
- 1. Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details. Technical alternatives permitted in this manner shall be considered by the Procuring Entity each on its own merits and independently of whether the tenderer has priced the item as described in the Procuring Entity's design included with the tender documents.

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) Daywork Schedule; and
- d) Provisional items
- e) Summary.

5. The Summary to the Bills of Quantities will take this form or some other form but including these items.

SUMMARY ITEMS	Page	Amount
Bill No. 1: Preliminary Items		
Bill No. 2: Work Items		
Bill No 3: Daywork Summary		
Bill No 4: Provisional Sums		
Subtotal of Bills No 1-4		
Allow for any Discounts i		
TOTAL TENDER PRICE Carried forward to Form of Tender		

PROPOSED THIKA SLAUGHTER HOUSE RENOVATIONS

ITEM	DESCRIPTION	KSHSCTS
	PARTICULAR PRELIMINARIES	
A	PRICING ITEMS OF PRELIMINARIES	
	Prices SHALL BE INSERTED against items of "preliminaries" in the tenderer's priced	
	Bills of Quantities. The Contractor shall be deemed to have included in his prices or	
	rates for the various items in the Bills of Quantities or Specification for all costs involved	
	in complying with all the requirements for the proper execution of the whole of the	
	works in the Contract. The contractor is advised to read and understand all preliminary	
	items.	
В	DESCRIPTION OF THE WORKS	
	The works to be carried out under this contract involves substructures, ground floor	
	works (reinforced concrete frame, staircase, walling, doors, windows, internal	
	finishes,external finishes),first floor works(reinforced concrete frame,staircase,roofing	
	,doors,windows,internal finishes,external finishes(including associated electrical and	
	mechanical works to usable state.	
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 Clause 22 of the Conditions of Contract. The	
	discrepancies shall then be treated as a variation and be dealt with in accordance with	
	Clause 22 of the said Conditions.	
D	LOCATION OF SITE	
	The site is located within Thika Sub -Couny .The Contractor is advised to visit the site,	
	to familiarize 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 materials 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.	
F	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.	
	Total Carried to Collection	

PROPOSED THIKA SLAUGHTER HOUSE RENOVATIONS

ITEM	DESCRIPTION	KSHSCTS
A	PAYMENTS	
	The tenderer's attention is drawn to the fact that the GOVERNMENT SHALL NOT	
	MAKE ADVANCE PAYMENTS but pays for the work done and materials delivered t	o
	site:all in accordance with clause 23 of the Conditions of Contract Agreement, in order	
	to facilitate this,a list of general component elements for this works is given at the	
	summary page of these specifications and the tenderer is required to break down his	
	tender sum commensurate to the said elements.	
В	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.	
	DID CLCUDITY	
C	BID SECURITY	
	The contractor shall provide a bid security duly signed, sealed and stamped from an	
	approved Bank of required amount as per the advert.	
	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 no	
	to proceed with the works until some activities within the site are completed, as the	
	facility will be operating as usual during the course of the contract.	
	SIGNBOARD	
	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.	
	I ADOUB CAMBO	
	LABOUR CAMPS The Control of the cont	
	The Contractor shall not be allowed to house labour on site. Allow for transporting	
	workers to and from the site during the tenure of the contract.	
G	MATERIALS FROM DEMOLITIONS	
	Any materials arising from demolitions and not re-used shall become the property of	
	the government. The Contractor shall allow in his rates the cost of transporting the	
	demolished materials to the Location as directed by the Project Manager.	
	m . 10 . 1 . 0 . 1	
	Total Carried to Collection	

PROPOSED THIKA SLAUGHTER HOUSE RENOVATIONS

ITEM	DESCRIPTION	KSHSCTS
A	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.	
В	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 both the works and workers.	
С	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.	
D	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 the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.	
E F	EXISTING SERVICES Prior to the commencement of any work, the Contractor is to ascertain from the relevar 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 to the support, maintenance and protection of such services. TENDER DOCUMENTS Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's Page 7	
G	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 will not be opened.	ne
	Total Carried to Collection	

ITEM	DESCRIPTION	KSHSCTS
A	PERFORMANCE BOND	
	A bond of 5 % of the contract sum will be required. No payment on account for the	
	works executed will be made to the contractor until he has submitted the Performance	
	Bond to the Project Manager duly signed, sealed and stamped from an approved Bank.	
	PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT	
	The following are the insertions to be made in the appendix to the Contract Agreement	
	Period of Final Measurement:3months from practical completion	
	Defects Liability Period : 6months from practical completion	
	Date for Possession : To be agreed with the Project Manager	
	Date for Completion :24weeks from date of possession	
	Liquidated and Ascertained Damages:At the rate of Kshs.15,000/= per week	
	Period of Interim Certificates:Monthly	
	Period of Honouring Certificates:30days	
	Percentage of Certified Value Retained:10%	
	Limit of Retention Fund:10%	
	Carried to Collection	
	COLLECTION	
	Brought forward from page PP/1	
	Brought forward from page PP/2	
	Brought forward from page PP/3	
	Brought forward from page Above	
	TOTAL FOR PARTICULAR PRELIMINARIES CARRIED TO GRAND SUMMARY	

ITEM		DESCRIPTION	KSHSCTS
		GENERAL PRELIMINARIES	
A	PRICING OF ITE	MS OF PRELIMINARIES AND PREAMBLES	
	Prices will be inse of Quantities and	erted against items of Preliminaries in the Contractor's priced Bills Specification.	
	items in the Bills of	all be deemed to have included in his prices or rates for the various of Quantities or Specification for all costs involved in complying with the for the proper execution of the whole of the works in the Contract.	
В	ABBREVIATIONS Throughout these interpreted as follows.	Bills, units of measurement and terms are abbreviated and shall be	
	S.M.	Shall mean square metre	
	L.M.	Shall mean linear metre	
	MM	Shall mean Millimetre	
	Kg.	Shall mean Kilogramme	
	No.	Shall mean Number	
	Prs.	Shall mean Pairs	
	B.S. Standards Instituti	Shall mean the British Standard Specification Published by the B on, 2 Park Street, London W.I., England.	ritish
	Ditto Shall mean to the description in v	he whole of the preceding description except as qualified in which it occurs.	
	m.s.	Shall mean measured separately.	
	a.b.d	Shall mean as before described.	
		Total Carried to Collection	

ITEM	DESCRIPTION	KSHS	CTS
A	EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT 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.		
В	EMPLOYER The "Employer" is the GOK represented by the Deputy County Commisioner ,Limuru as Client User. The term "Employer" and "Government" wherever used in the contract document shall be synonymous		
С	PROJECT MANAGER The term "P.M." wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the Government.		
D	ARCHITECT The term "Architect" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Sub-County Works Office, Limuru, P.O. Box 100-01000, Thika		
E	QUANTITY SURVEYOR The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Sub-County Works Office, Limuru, P.O. Box 100-01000, Thika		
	Total Carried to Collection		

ITEM	DESCRIPTION	KSHSCTS
	ELECTRICAL ENGINEER The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Sub-County Works Office, Limuru, P.O. Box 100-01000, Thika.	
	MECHANICAL ENGINEER The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Sub-County Works Office, Limuru, P.O. Box 100-01000, Thika.	
	STRUCTURAL ENGINEER The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Sub-County Works Office, Limuru, P.O. Box 100-01000, Thika.	
	FORM OF CONTRACT The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works(2006 Edition) included herein The Conditions of Contract are also included herein	
	BOND. The Contractor shall find and submit on the Form of Tender an approved bank/Insurance Company and who will be willing to be bound the Government in and amount equal to five per cent (5%) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the PROJECT MANAGER 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 Government, the Contractor shall furnish within seven days another Surety to the approval of the Government.	
	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.	
	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.	
	Total Carried to Collection	

ITEM DESCRIPTION KSHSCTS

A 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.

B SIGN FOR MATERIALS SUPPLIED.

The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER 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 PROJECT MANAGER 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 PROJECT MANAGER.

C STORAGE OF MATERIALS

The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.

D SAMPLES

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 PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER 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 PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Directorate of 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 PROJECT MANAGER. The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.

Total Carried to Collection

ITEM	DESCRIPTION	KSHSCTS
	COMEDNIMENT ACTS OFFICE AND RECHEATIONS	
A	GOVERNMENT ACTS,ORDERS AND REGULATIONS	
	Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour 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. The Contractor	
	must make himself fully acquainted with current Acts and Regulations, including Police	
	Regulations regarding the movement, housing, security and control of labour, labour	
	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 information regarding all	
	such regulations and/or restrictions which may affect the organisation of the works,	
	supply and control of labour, etc., and allow accordingly in his tender.	
	No claim in respect of want of knowledge in this connection will be entertained.	
В	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.	
С	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	
	PROJECT MANAGER	
D	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 PROJECT MANAGER	
E	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.	
	Total Carried to Collection	

ITEM	DESCRIPTION	KSHSCTS
A	ACCESS TO SITE AND TEMPORARY ROADS. Means of access to the Site shall be agreed with the PROJECT MANAGER 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 PROJECT MANAGER	
В	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 PROJECT MANAGER	
C	OFFICE ETC. FOR THE PROJECT MANAGER The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the site office of the type noted in the Particular Preliminaries, complete with Furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type wate or bucket 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 togethe with levelling staff, ranging rods and 50 metre metallic or linen tape.	
D	SANITATION OF THE WORKS The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER SUPERVISION AND WORKING HOURS	
E	The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER 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.	
	Total Carried to Collection	

ITEM	DESCRIPTION	KSHSCTS
A	WATER AND ELECTRICITY SUPPLY FOR THE WORKS	
	The Contractor shall provide at his own risk and cost all necessary water, electric light	
	and power required for use in the works. The Contractor must make his own	
	arrangements for connection to the nearest suitable water main and for metering the	
	water used. He must also provide temporary tanks and meters as required at his own	
	cost and clear away when no longer required and make good on completion to the	
	entire satisfaction of the PROJECT MANAGER . The Contractor shall pay all charges in	
	connection herewith. No guarantee is given or implied that sufficient water will be	
	available from mains and the Contractor must make his own arrangements for	
	augmenting this supply at his own cost. Nominated Subcontractors are to be made	
	liable for the cost of any water or electric current used and for any installation provided especially for their own use.	
	especially for their own use.	
В	PROVISIONAL SUMS.	
	The term "Provisional Sum" wherever used in these Bills of Quantities shall have	
	the meaning stated in Section A item A7(i) of the Standard Method of	
	Measurement.Such sums are net and no addition shall be made to them for profit.	
С	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	
	. Persons or firms nominated by the PROJECT MANAGER to execute work or to	
	provide and fix materials or goods are described herein as Nominated Sub-	
	Contractors.Persons or firms so nominated to supply goods or materials are described	
	herein as Nominated Suppliers.	
D	PROGRESS CHART.	
	The Contractor shall provide within two weeks of Possession of Site and in agreement	
	with the PROJECT MANAGER 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.	
E	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.	
	Total Carried to Collection	

ITEM	DESCRIPTION	KSHSCTS
A	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.	
	INSURANCE The Contractor shall insure as required in Conditions No. 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 PROJECT MANAGER 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 PROJECT MANAGER 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 PROJECT MANAGER's inspection.	
С	ADJUSTMENT OF P.C. SUMS.	
	In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted prorata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them. Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.	
	ADJUSTMENT OF PROVISIONAL SUMS. In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.	
	Carried to Collection	

ITEM	DESCRIPTION	KSHSCTS	
A	NOMINATED SUB-CONTRACTORS When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts 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".		
В	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.		
С	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 PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.		
D	PROVISIONAL WORK All work described as "Provisional" in these Bills of Quantities is subject to remeasurement 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 PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.		
	Carried to Collection		

A PROVISIONAL WORK All work described as "Provisional" in these Bills of Quantities is subject to remeasurement 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 PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense. B ALTERATIONS TO BILLS, PRICING, ETC. Any unauthorised 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. C BLASTING OPERATIONS Blasting will only be allowed with the express permission of the PROJECT MANAGER 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 PROJECT MANAGER governing the use and storage of explosives. D MATERIALS ARISING FROM EXCAVATIONS Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER 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 of the Value of the materials so used at a price to	ITEM	DESCRIPTION	KSHSC	TS
Any unauthorised 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. C BLASTING OPERATIONS Blasting will only be allowed with the express permission of the PROJECT MANAGER 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 PROJECT MANAGER governing the use and storage of explosives. D MATERIALS ARISING FROM EXCAVATIONS Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER 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 PROJECT MANAGER 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. E 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 PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.	A	All work described as "Provisional" in these Bills of Quantities is subject to remeasurement 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 PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards		
Blasting will only be allowed with the express permission of the PROJECT MANAGER 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 PROJECT MANAGER governing the use and storage of explosives. D MATERIALS ARISING FROM EXCAVATIONS Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER 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 PROJECT MANAGER 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. E 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 PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.	В	Any unauthorised 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		
Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER 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 PROJECT MANAGER 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. E 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 PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.	С	Blasting will only be allowed with the express permission of the PROJECT MANAGER 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 an special regulations laid down by the PROJECT MANAGER governing the use and	7	
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 PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.	D	Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER 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 PROJECT MANAGER Should such permission be given, the Contractor shall make due allowance for the value of the		
Carried to Collection	E	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 PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-		
		Carried to Collection		

ITEM	DESCRIPTION	KSHSCTS
A	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 PROJECT MANAGER 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.	
В	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 PROJECT MANAGER	
C	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 and Housing 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.	
D	HOARDING The Contractor shall enclose the site or part of the works under construction with a hoarding 2400 mm high consisting of iron sheets on 100×50 mm timber posts firmly secured at 1800 mm centres with two 75×50 mm timber rails for a total length of approximately three hundred meters. 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 The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.	
	Carried to Collection	

ITEM	DESCRIPTION	KSHS(CTS
	COLLECTION		
	Brought Forward From Page GP/1		
	Brought Forward From Page GP/2		
	Brought Forward From Page GP/3		
	Brought Forward From Page GP/4		
	Brought Forward From Page GP/5		
	Brought Forward From Page GP/6		
	Brought Forward From Page GP/7		
	Brought Forward From Page GP/8		
	Brought Forward From Page GP/9		
	Brought Forward From Page GP/10		
	Brought Forward From Page GP/11		
	TOTAL FOR GENERAL PRELIMINARIES CARRIED TO GRAND SUMMARY		

Item	Description	Unit	Qty	Rate	Amount
No.					
	PROPOSED THIKA MAIN SLAUGHTER HOUSE				
	RENOVATIONS				
	ELEMENT NO. 1				
	DISPATCH AREA				
	Grade existing ground to create level ground to receive hardcore				
Α	filling (m.s)	SM	2151		
	Hardcore hand packed base. 200mm thick tightly				
	packed together and wedged in place with smaller stone chips				
	rammed by hand into the				
	joints. Final surface compacted using hand roller. The remaining				
В	oids are filled with sand or gravel.	SM	2151		
	Imported graded murram blinding, well compacted in 150mm thick	G. 4	0151		
С	layers to approved standards.	SM	2151		
	Provide and lay 80mm thick heavy duty precast concrete cabro				
DI	plocks (minimum strength 19N/mm).	SM	2151		
	Carried to Collection			KShs.	
	Section No. 1				
	PROPOSED THIKA MAIN SLAUGHTER HOUSE RENOVATIONS				
	Element No. 1 DISPATCH AREA				
	DIDITATORANEA				

Item No.	Description	Unit	Qty	Rate	Amount
	ELEMENT NO. 2				
	HOLDING AREA				
A	Clear & Grade existing ground to create level ground to receive hardcore filling (m.s)	SM	320		
	Hardcore hand packed base. 200mm thick tightly packed together and wedged in place with smaller stone chips rammed by hand into the				
В	joints. Final surface compacted using hand roller. The remaining oids are filled with sand or gravel.	SM	320		
C t	150mm thick 1:2:4 vibrated reinforced concrete floor bed laid in 4m x 4m bays including A142 BRC reinforcement mesh and with steel rowel finish top to approval	SM	320		
D	Allow for repair of 75mm diameter round galvanized steel guard rail post 2.1m length placed at 1.2m c/c.	LM	70		
Е	Allow for repairs of supported wide side rail 25mm diameter galvanized pipes placed at 400mm c/c.	LM	280		
F	Supply and fix plain grill 25mm diameter round welded galvanized pipe 1800mm high.	NO	1		
	Supply and fix purpose made mild steel casement windows; fabricated from, hollow sections of appropriate sizes; 3mm thick angle sections, T sections, Z-sections and flat bars; complete with permanent vents with mosquito gauze and hood at the top; complete with in-built burglar grilles in small openings in 4mm thick flats at openable panels; oiling and adjusting on completion and supply and fixing of all necessary ironmongery such as hinges, locking devices such as window fasteners and stay locks etc.; all welds ground smooth and primed with grey oxide primer before delivery to site; all to Architect's details and approval				
G I	Double entry gate 2000 x 1800mm high	NO	1		
	Carried to Collection	1		KShs.	

Item	Description	Unit	Qty	Rate	Amount
No.					
A 2	Allow for repair of 75mm diameter round galvanized steel post 2.1m length placed at 1.0m c/c.	LM	30		
Вя	Allow for repairs of supported wide side rail 25mm diameter alvanized pipes placed at 400mm c/c.	LM	240		
Ст	150mm thick 1:2:4 vibrated reinforced concrete floor bed for passage laid in 4m x 4m bays including A142 BRC reinforcement nesh and with steel trowel finish top to approval	SM	52		
D	Allow for repair of RC concrete waste drain for slaughter house wastes, 600mm wide	LM	120		
Е	Allow for repair of conceret water trough	СМ	2		
	Carried to Collection Section No. 1 PROPOSED THIKA MAIN SLAUGHTER HOUSE RENOVATIONS Element No. 2 HOLDING AREA			KShs.	

Section No. 1			
PROPOSED THIKA MAIN SLAUGHTER HOUSE RENOVATIONS			
Element No. 2			
HOLDING AREA			
COLLECTION			
	Page No.		Amount
	2		
Total Brought Forward from Page No.	3		
Carried Forward to Summary of Section No. 1		KShs.	
Section No. 1 PROPOSED THIKA MAIN SLAUGHTER HOUSE RENOVATIONS Element No. 2			
HOLDING AREA			

Item No.	Description	Unit	Qty	Rate	Amount
	ELEMENT NO. 3				
	MAIN HOUSE				
	Work platforms				
	Supply and fabricate platforms overall size 700mm wide x 700mm high in 2" x 2" square hollow sections framing with 2 No. steps; sides and steps covered in 3mm thick chequered plate to approval.	NO	2		
	Supply and fabricate platforms overall size 900mm wide x 880mm high in 2" x 2" square hollow sections framing with 2 No. steps; sides and steps covered in 3mm thick chequered plate to approval.	NO	2		
	Wall tile repairs				
C	Supply and install new wall tiles to replace broken wall tiles in meat, liver, etc inpection benches; including matching grouting and thourough cleaning to approval.	SM	500		
	Terrazo flooring				
D	Hack existing damaged terrazo floor inside the slaughter house and outside pavement in preparation to receive new terrazo flooring (m.s.)	SM	450		
Е	15 mm thick polished terrazzo with and including plastic dividing strips; all to architect's approval; to slaughter house and pavement hacked floors	SM	450		
F	Supply and install fly nets on windows including timber frames sealed gauze wire on the slaughter house internally.	SM	120		
	Carried to Collection			KShs.	
	Section No. 1 PROPOSED THIKA MAIN SLAUGHTER HOUSE RENOVATIONS Element No. 3 MAIN HOUSE				

Item No.	Description	Unit	Qty	Rate	Amount
	PAINTING & DECORATION Prepare and apply one under coat & two finishing coats approved washable silk emulsion; as per manufacturer's instructions Steel troweled plastered surfaces Walls and beams; internally & externally to slaughter house, office,	G. A.	500		
A	Staff washrooms repairs	SM	580		
В	Supply and install new water cisterns to replace existing to approval.	NO	4		
С	Supply and install new urinal cistern to approval.	NO	2		
D	Allow for shower repairs	NO	2		
	Semi solid core MDF flush doors; 45mm thick overall; ; all Architect's approval				
E	Single door overall size 800 wide mm x 2400 mm high	NO	5		
F	Allow for WHB repairs and connect to water supply.	NO	3		
G	Allow for repairing walkway using 600 x 600mm precast concrete paving slabs	SM	24		
Н	Supply and install external plaster skirting suround	SM	11		
	Carried to Collection Section No. 1 PROPOSED MAIN SLAUGHTER HOUSE REPAIRS, THIKA ELEMENT NO. 3			KShs	

Section No. 1			
PROPOSED THIKA MAIN SLAUGHTER HOUSE RENOVATIONS			
ELEMENT NO. 3			
MAIN HOUSE			
COLLECTION			
	Page No.		Amount
	5		
Total Brought Forward from Page No.			
	6		
Carried Forward to Summary of Section No.		KShs.	
Curried For ward to Summary or Section Flor]		
Section No. 1			
PROPOSED THIKA MAIN SLAUGHTER HOUSE RENOVATIONS ELEMENT NO. 3 MAIN HOUSE			

	SECTION SUMMARY - PROPOSED MAIN			
	SLAUGHTER HOUSE REPAIRS, THIKA			
No		Page		Amount
		No.		
1	DISPATCH AREA			
2	HOLDING AREA			
3	MAIN HOUSE			
	Carried to Main Summary		KShs.	
			:	
	Section No. 1			
	PROPOSED THIKA MAIN SLAUGHTER HOUSE RENOVATIONS			

Item	Descriprion	Unit	Qty.	Rate	Amount
	SUBSTRUCTURES (ALL PROVISIONAL)				
	Site Clearance				
A	Clear site of all grass, hedges, shrubs, bushes grub up roots, load and remove from site and dispose at designated local authority areas.	Sm	200		
	Excavations and Earthworks				
D	Excavate pits for column bases not exceeding 1.5meters deep starting from mass excavated levels;	Cm	144		
E	Excavate trenches for foundations not exceeding 1.5meters deep starting from mass excavated levels;	Cm	108		
F	Extraover all excavations for excavating in soft rock including for 'tuff' (provisional)	Cm	5		
	Disposal				
G	Backfill with selected excavated material around foundations; compaction in layers not exceeding 150mm thick; including double or multi handling of excavated materials if required	Cm	113		
		Cin	110		
Н	Load, remove and deposit surplus excavated material away from site; including double and multi - handling where required	Cm	144		
	Sub - Total Carried to Collection				

Item	Descriprion	Unit	Qty.	Rate	Amount
	Insitu Concrete:				
	Plain; class 15; in				
A	Blinding; 50mm thick under column bases (m.s)	Sm	96		
В	Blinding; 50mm thick under strip footings (m.s)	Sm	72		
	Vibrated; reinforced; class 20/20; in				
С	Strip foundations	Cm	19		
D	Column bases	Cm	28		
E	Foundation Columns	Cm	5		
	Ribbed Reinforcement Bars; High tensile; to B.S 4449; virgin bars from approved supplier				
	Foundation footing				
F	D12	Kgs	1400		
	Sub structure column bases				
G	D12	Kgs	2100		
	Sub structure columns				
Н	D12	Kgs	390		
J	D8	Kgs	277		
	Sawn formwork;				
К	Vertical sides of strip footing	Sm	48		
L	Vertical sides of column bases	Sm	128		
M	Vertical sides of columns	Sm	88		
	Sub - Total Carried to Collection				

Item	Descriprion	Unit	Qty.	Rate	Amount
	Subwall Natural hard machine cut stone; selected and approved;				
	in walling with a crushing strength of 7.5 N/mm²; walling bedded and jointed in cement and sand (1:3) mortar in 200mm, course height; reinforcement with and including 25mm wide x 20 gauge hoop iron and column wall ties at every alternate course as described; including cutting as required; in;				
A	200mm thick walling	Sm	220		
	REINFORCED CONCRETE WORKS				
	REINFORCED CONCRETE				
	Insitu concrete class 20, vibrated and reinforced as described, in:-				
В	Columns	Cm	10		
С	Ringbeam	Cm	15		
	REINFORCEMENT				
	Reinforcement in different sizes in structural concrete work all in accordance with the Engineer's details and approval including all cutting, bending, laying and binding wire to;				
	Columns				
D	D12	Kgs	660		
E	D8	Kgs	435		
	Ringbeams				
F	D12	Kgs	817		
G	D8	Kgs	592		
	WROT FORMWORK TO:-				
Н	Sides of columns	Sm	160		
J	Sides of ringbeams Sub - Total Carried to Collection	Sm	80		

Item	Descriprion	Unit	Qty.	Rate	Amount
	WALLING				
	Natural hard machine cut stone; selected and approved; in walling with a crushing strength of 7.5 N/mm²; walling bedded and jointed in cement and sand (1:3) mortar in 200mm, course height; reinforcement with and including 25mm wide x 20 gauge hoop iron and column wall ties at every alternate course as described; including cutting as required; in;				
A	200mm thick walling	Sm	312		
	15 mm cement and sand (1:3) render, finished with woodfloat to;				
В	Concrete/masonry surfaces Internally	SM	624		
	Painting and Decorations				
С	Prepare and apply one undercoat and two finishing coats county coporate colours paint to approval.	SM	624		
	CONCRETE COPINGS Precast concrete class 20 (12mm,aggregate), including				
	formwork, finishing fair face on all exposed surfaces, hoisting and placing in position, bedding and jointing in cement and sand (1:3) mortar				
D	350 x 50mm coping; throated	Lm	173		
E	450 x 250 x 50mm column caps; throated	No	67		
	Expansion joint				
F	250 mm - 300mm wide 25mm thick "Flexcell" or other and approved expansion joint filler in walls	Lm	40		
	Sub - Total Carried to Collection				

em	Descriprion	Unit	Qty.	Rate	Amount
	Sub - Total Carried to Collection				
	COLLECTION				
	From Page		1		
	From Page		2		
	From Page		3		
	From Page		4		
	Total for Perimeter Wall Carried to Main Summ	nary			

PROPOSED RENOVATION OF SLAUGHTER HOUSE IN KIAMBU COUNTY MECHANICAL WORKS

	Description	Unit	Qty	Rate (Kshs.)	Amount (Kshs
	SANITARY FITTINGS Supply, deliver, install and fix the following sanitary fittings including all materials and jointing to supply, waste/soil and overflow pipes. Duravit products are specified only as indication of quality. Equal and approved appliances may be supplied. Where trade names are mentioned, the Ref. no is intended only as a guide to the type of quality of fittings.				
A No	Water Closet Squatting water closet suite in vitreous china comprising of closet bowl with top plate and integral foot threads, with 'P' trap connector complete with ceramic 9L cistern		4		
В	Toilet roll holder Toilet roll holder in vitreous china to BS 3402 in white colour of size 165x165mm and recessed into wall. Toilet roll holder to be as Twyfords "SEMI RECESSED & ORNAMENTAL" accessories	No.	4		
С	Wash Hand Basin Pedestal wash hand basin size 575 x 500mm with two tap hole, 32mm diameter chrome chain waste, chain stay hole, chrome plated non-conclusive time delay press, action pillar tap as COBRA model and heavy duty chrome platted bottle trap (32mm 'P' trap) with 75mm seal. All fittings to be approved.	No.	1		
D	Robe Hook Single chrome robe hooks complete with fixing plates, wall flanges and screws, All fittings to be approved.	No.	4		
Е	Soap Dispenser Soap dispenser, capacity 1.136 litres complete with plastic rawl plugs, fixing screws, lock and key complete initial fill of soap gel. The soap dispenser to be as ZAPLON'S MARK 7 model, size 125 x 100 x290mm high or approved equivalent.	No.	4		
F	6mm thick polished plate glass, silver backed mirror with bevelled edge size 610x497mm plugged and screwed to wall with 4No. Chrome platted.	No.	3		
	Total C/F to collection page 6				

	Description	Unit	Qty	Rate (Kshs.)	Amount (Kshs.)
A	SLAUGHTERING EQUIPMENT Beef dressing roller Hanger - Track Runner Hook Beef dressing roller Hanger with a frame made of galvanized mild steel and a stainless steel shaft and hook fitted heavy duty sealed roller bearing.	No.	100		
В	Beef Slaughtering Dressing Gambrel/ Spreader Beef Slaughtering Dressing Gambrel/ Spreader with 12mm thick solid stainless steel with a total length of 1M and a width of 130mm	No.	50		
	Total C/F to collection page 6				

Amount

	Amo					
	Description	Unit	Qty	Rate	(Kshs.)	
	INTERNAL PLUMBING WORKS					
	Supply, deliver and install pipes, tubing and fittings as					
	described and shown on drawings. The pipes shall PPR					
	pipes where exposed to adverse weather conditions and all					
	conforming to the current European standards for PPR					
	installations and to the Engineers approval, pipe jointing					
	shall be by polyfusion or use of electric coupling. rates					
	must allow for all metal/plastic threaded adaptors where					
	required for the connection of sanitary fixtures, valves					
	sockets, sliding and fixed joints etc. as required in the					
	running lengths of pipe work and also where necessary, for					
	pipe fixing clips, holder bats plugged and screwed for					
	proper and satisfactory functioning of the system. The					
	pipes will be pressure tested before the plastering of wall					
	commences and as per the manufacturers recommended					
	testing pressure.					
	PPR					
A	40mm -ditto-	Lm	25			
	32mm -ditto-	Lm	30			
C	25mm -ditto-	Lm	50			
D	20mm -ditto-	Lm	25			
	Bends					
E	20mm Diameter Bend	No.	10			
F	25mm Diameter Bend	No.	30			
G	32mm Diameter Bend	No.	15			
Н	40mm -ditto-	No.	10			
	Tees					
I	40 -ditto-	No.	10			
J	32 -ditto-	No.	15			
	25 -ditto-	No.	30			
L	20 -ditto-	No.	10			
	Reducers					
M	40x32 -ditto-	No.	5			
N	40x25 -ditto-	No.	15			
O	32x25 -ditto-	No.	8			
P	32x20 -ditto-	No.	10			
Q	25x20 -ditto-	No.	10			
	Total C/F to collection page 6					

non- rising stem wedge gate with wheel and head joints to male threaded transition fittin or approved equivalent 32mm -ditto- D 25mm -ditto- Unions E 40mm ditto 32mm ditto G 25mm ditto Water storage tank - R Supply and install water litres made of plastic of dimer height as Rotor or equivalent a complete with inlet, outlet, overflow ar H a 20mm diameter medium bronze lever and copper float al equivalent. The tank shall be firmly Mounted on a plynth for 20mm diameter x 300m complete with		Unit	Qty	Rate	Amount (Kshs.)
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E 40mm ditto F 32mm ditto G 25mm ditto Water storage tank - F Supply and install water litres made of plastic of dimer height as Rotor or equivalent a complete with inlet, outlet, overflow and a 20mm diameter medium bronze lever and copper float all equivalent. The tank shall be firmly Mounted on a plynth for 20mm diameter x 300m complete with		No. No.	3 3		
Supply and install water litres made of plastic of dimer height as Rotor or equivalent a complete with inlet, outlet, overflow ar H a 20mm diameter medium bronze lever and copper float al equivalent. The tank shall be firmly Mounted on a plynth for 20mm diameter x 300m complete with		No No No	6 6 6		
	ter storage tanks of capacity 10,000 mensions 2.32m diameter and 2.55m t approved. The tank shall be and drain connection. It should have um ball valve with silencer pipe, t all as "Glenfield or approved ally supported in the roof at high level.	No.	4		
I sanitary	d angle valve for connecting the	No	12		
J Pressure testing and con	commissioning the internal drainage	Item	1		

INTERNAL FOUL DRAINAGE Supply, deliver and install the following UPVC, MUPVC, soil and waste system respectively to B.S 5255 with fittings fixed to manufacturers printed instructions and manufactured by reputable manufacturers. Tenderers must allow in their pipework prices for all the couplings, clippings, connectors, joints etc. as required in the running lengths of pipework and allow for connection to the nearest manholes and also where necessary, for pipe fixing clips, holder bats plugged and screwed for the proper and satisfactory functioning of the system. UPVC and MUPVC Soil and Waste A lo0mm diameter Heavy gauge golden brown UPVC pipe B lo0mm diameter Heavy gauge grey UPVC pipe C Jomm -ditto- E 32mm -ditto- Bends F 100mm diameter bend with access G 50mm diameter sweep bend A 0mm diameter sweep bend No. 15 Jamm diameter sweep bend No. 15 Tees J 100mm diameter sweep tee No. 15 Somm diameter sweep tee No. 15 West of mid diameter sweep tee No. 15 Main diameter sweep tee No. 15 Reducing Socket No. 15 Reducing Socket No. 15 Reducing Socket No. 15 O 100mm diameter FWC connector Traps R 100 x 50 reducing socket No. 2 Unomm diameter four way floor trap and grating Standard 300 x 300 x 450mm masonry gully trap complete with 125mm reinforced concrete cover Weathering slates and vent cowls 1 100mm weathering slates and apron Unomm vent cowl Inspection channel complete with heavy duty cover (600 x V 450 mm) Testing and commissioning the internal drainage Winstallations Irem 1		Description	Unit	Otv	Rate	Amount (Kshs.)
Supply, deliver and install the following UPVC, MUPVC, soil and waste system respectively to B.S 5255 with fittings fixed to manufacturers printed instructions and manufactured by reputable manufacturers. Tenderers must allow in their pipework prices for all the couplings, clippings, connectors, joints etc. as required in the running lengths of pipework and allow for connection to the nearest manholes and also where necessary, for pipe fixing clips, holder bats plugged and screwed for the proper and satisfactory functioning of the system. UPVC and MUPVC Soil and Waste A Homm diameter Heavy gauge grey UPVC pipe Lm 10 Somm -ditto-Lm 35 Somm -ditto-Lm 35 Somm -ditto-Lm 35 Somm diameter bend with access No. 15 Homm diameter sweep bend No. 15 Homm diameter sweep bend No. 15 I 32mm diameter sweep bend No. 15 I 32mm diameter sweep tee No. 15 Kolm diameter sweep tee No. 15 Momm diameter sweep		INTERNAL FOUL DRAINAGE	CIM	Qu	Tutt	(IISIIS)
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wy Instanations Item 1	T 7		T4			
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	_					<u> </u>

COLLECTION PAGE FOR SANITARY FITTINGS, PLUMBING, DRAINAGE AND FIRE PROTECTION

Ite		
m	Description	Amount (Ksh)
1	Total Carried Forward from Page 1	
2	Total Carried Forward from Page 2	
3	Total Carried Forward from Page 2	
4	Total Carried Forward from Page 3	
5	Total Carried Forward from Page 4	
	Total for Sanitary fittings, Plumbing, Drainage and Fire Protection services Carried forward to Main Summary page 7	

Total for Sanitary Fittings and Slaughtering Equipment Amount (Kshs.) 1 Preliminaries carried Forward from Page 2 Total for Sanitary Fittings and Slaughtering Equipment 3 Allow Ksh. 150,000 for Contingency

TOTAL

Amount in Words:	
Tenderer's Name and Stamp:	
Sub contract period.	Weeks
Signature Date:	
PIN NO. VAT CERTIFICA	ATE No
(Provide copy)	(Provide copy)
Witness Address:	
Signature Date:	

ELECTRICAL WORKS FOR THIKA SLAUGHTER HOUSE

ITEM				RATE	AMOUNT
NO.	DESCRIPTION	QTY	UNIT	(KSh)	(Ksh)
	Supply, install, test, commission and set to work the following.				
	Note: All rates to include purchase, installation and allaplicable taxes.				
	All lighting fittings to be complete with lamp, control gear etc as applicable.				
1.1	LIGHTING Lighting points wired in 3 X 1.5mm ² PVC SC copper cables drawn in heavy gauge super high impact PVC conduits in walls and slabs, complete with switch boxes being;				
1.1.1a	Lighting point 1-way switched	25	NO.		
1.1.1b	Lighting point 2-way switched	4	NO.		
	5 A white moulded switch plates as MK or approved equivalent: - (a) 1-gang 1-way (b) 1-gang 2-way (c) 2-gang 1-way (d) 2-gang 2-way (e) intermediate Lighting fittings, complete with lamps of specified wattage and appropriate colour rendering: -	4 3 2 0 0	NO. NO. NO. NO.		
1.1.3a	1 x 18W LED fluorescent fitting as ENSAVE or approved equivalent.	3	NO.		
1.1.3b	1 x 36W LED fluorescent fitting with as ENSAVE or approved equivalent	4	NO.		
1.1.3c	100W LED flood light fitting as ENSAVE or approved equivalent	8	NO.		
1.1.3d	200W LED flood light fitting as ENSAVE or approved equivalent for external lighting complete with contactor control and photo cell	4	NO.		
	Total C/F to Collection Page ELE 3				

ITEM	DESCRIPTION	OTT	IDUE	RATE	AMOUNT
NO.	DESCRIPTION	QTY	UNIT	(KSh.)	(Ksh.)
1.2	POWER POINTS				
	Supply, install, set to work and commission power points wired in 3 X 2.5mm ² PVC SC CU cables in heavy gauge super high impact PVC conduits in walls and slabs, complete with socket outlet	20	NO.		
1.2.1	Twin 13A standard socket outlets, with safety shutters on both live and neutral and with neon light as MK or equal and approved.	10	NO.		
1.2.1 a	Twin 13A waterproof socket outlets, with safety shutters on both live and neutral and with neon light as MK or equal and approved.	10	NO.		
	Total C/F to collection Page ELE 3				

ITEM				RATE	AMOUNT
NO.	DESCRIPTION	QTY	UNIT	(KSh.	(Ksh
1.3.1	Make good 4-way TP/N power distribution board complete with 63A TP/N integral isolator and all accessories including lockable cover as Multi-9, or approved equivalent.	1	NO.		
1.3.2	Submain cable as 3x4mm2 SC PVC CU cable, from the main metre board	30	LM		
1.3.3	32A, 10A MCbs for item no. 1.3.1 above	4	NO.		
1.3.4	Earthing for the three boards above	1	Item		
	Standard looping in box complete with 3 no. 80A cutouts	3	NO.		
	Total C/F BELOW				

COLLECTION		
TOTAL FOR PAGE ELE 1		
TOTAL FOR PAGE ELE 2		
TOTAL FOR PAGE ABOVE		
Total C/F to SUMMARY PAGE		

ITEM NO.	DESCRIPTION	FOR OFFICIAL USE	AMOUNT (Ksh Cts.)
S.01	Bill No. 1: Floor B/F from Page ELE 3		
S.02	Allow Kenya shillings Two thousand for testing and commissioning.		
	GRAND TOTAL FOR ELECTRICAL WORKS		

Amount in Words:	
Tenderer's Name and Stamp:	
Sub contract period	
Signature Date:	
PIN NO	(Provide copy)
Witness Address:	
Signature Date:	

PROPOSED THIKA MAIN SLAUGHTER HOUSE RENOVATIONS

	Description	Unit	Quantity	Rate	Amount
				Ksh	Kshs
				S	
	PROVISIONAL SUMS				
	The contractor shall include in his tondon the				
	The contractor shall include in his tender the following to be deducted in whole or in part				
	as directed by the Project Manager				
	as uncered by the Project Hanager				
	PROJECT MANAGER'S ADMINISTRATION				
	EXPENSES				
Α	All B :: 10 CKGl 100 000 00 1				
	Allow a Provisional Sum of KShs 100,000.00 only			SUM	
	for Project Manager's Administration Expenses ;				
	CONTINGENCY				
В					
	Allow a Provisional Sum of KShs 300,000.00			SUM	
	only for Contingencies			BUN	
${f H}$					
	Carried to Grand Summary				

	DESCRIPTION	TENDER'S AMOUNT	OFFICIAL USE		
	GRAND SUMMARY				
1	Particular Preliminaries from page PP/4				
2	Geeral Preliminaries from GP/12				
3	Main slaughter house repairs				
4	Perimeter Fence				
5	Mechanical Works				
6	Electrical Works				
7	Provisional Sums				
	TOTAL PROPOSED SLAUGHTER HOUSE RENOVATIONS COST (INCL. V.A.T.)				
Amount	in words				
••••••					
Tendere	er Stamp				
Signatu	reDate	······································			
Witness					
	re				

PART III - CONDITIONS OF CONTRACT			
AND CONTRACT FORMS			T

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.
 - 1) **Day work**s 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 i**s 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 Quantities⁶, and
 - i) any other document **listed in the SCC** as forming part of the Contract.

 $^{^6}$ In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

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.
- 32 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

61 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

81 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.
- 92 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.
- 93 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.
- 112 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

121 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.
- 132 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.
- 133 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.
- 134 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 135 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

161 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.
- 172 The Contractor shall be responsible for design of Temporary Works.
- 173 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 174 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 175 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.
- 222 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 223 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.
- 232 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

241 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, and not later than 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.

242 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.

243 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.

246 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.

247 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.

248 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.
- 252 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.
- 262 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.
- 263 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.
- 272 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.
- 282 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.
- 302 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.
- 312 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

321 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.
- 342 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.
- 372 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 Programs 9 produced by the Contractor.
- 382 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.
- 383 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.
- 384 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.

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.

⁸In 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.

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

- 385 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning
- 386 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
- 387 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.
- 388 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
 - 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 FlowForecasts

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.
- 402 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 403 The value of work executed shall be determined by the Project Manager.
- 404 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed 12.
- 405 The value of work executed shall include the valuation of Variations and Compensation Events.
- 406 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.
- 407 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.
- 412 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

- 42.1 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.
 - 1) 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.

¹¹ In lump sum contracts, add "or Activity Schedule" after "Program."

¹²In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

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 y 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 Im/Io

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.

452 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

- 461 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.
- 462 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.
- 472 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.
- 492 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.
- 493 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.
- 512 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.
- 513 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

52. Cost of Repairs

521 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 I (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.
- 562 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.
- 572 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 oramalgamation;
 - 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

- 581 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.
- 582 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 wasmade.

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)	The Procuring Entity is [County Government of Kiambu, Department of LIVESTOCK, FISHERIES & VETERINARY SERVICES].			
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be [24weeks from date of possession]			
GCC 1.1 (x)	The Project Manager is [DIRECTOR PUBLIC WORKS].			
GCC 1.1 (z)	The Site is located at [as above] and is defined in drawings No. [N/A]			
GCC 1.1 (cc)	The Start Date shall be [].			
GCC 1.1 (gg)	The Works consist of [As per the bills of quantities]			
GCC 2.2	Sectional Completions are: [N/A]			
GCC 5.1	The Project manager [may] delegate any of his duties and responsibilities.			
GCC 8.1	Schedule of other contractors: [N/A]			
	 GCC 9.1 is replaced with the following: 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 characteristics are substantially equal to or better than those proposed in the Bid. [insert the name/s of each Key Personnel agreed by the Procuring Entity prior to Contract signature.] 			
GCC 13.1	The minimum insurance amounts and deductibles shall be:			
	(a) for loss or damage to the Works, Plant and Materials: [insert amounts].			
	(b) For loss or damage to Equipment: [insert amounts].			
	(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract [insert amounts].			
	(d) for personal injury or death:			
	(i) of the Contractor's employees: [amount].			
	(ii) of other people: [amount].			
GCC 14.1	Site Data are: [list Site Data]			
GCC 20.1	The Site Possession Date(s) shall be: as communicated by the project manager			

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: [insert name of Authority].
GCC 23.2	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: [insert hourly fees and reimbursable expenses].
B. Time Contr	ol
GCC 26.1	The Contractor shall submit for approval a Program for the Works within [number] days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is [insert number] days.
	The amount to be withheld for late submission of an updated Program is [insert amount].
C. Quality Cor	itrol
GCC 34.1	The Defects Liability Period is: [6 MONTHS FROM PRACTICAL COMPLETION].
	[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]
D. Cost Contro	ol .
GCC 38.9	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.
GCC 44.1	The currency of the Procuring Entity's Country is: [Kenya shillings].
GCC 45.1	The Contract [insert "is" or "is not"] subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients [specify "does" or "does not"] apply.
	[Price adjustment is mandatory for contracts which provide for time of completion exceeding 18 months]
	The coefficients for adjustment of prices are:
	(a) [insert percentage] percent nonadjustable element (coefficient A).
	(ib) [insert percentage] percent adjustable element (coefficient B).
	(c) The Index I for shall be [insert index].
GCC 46.1	The proportion of payments retained is: [insert percentage]
	[The retention amount is usually close to 5 percent and in no case exceeds 10 percent.]
GCC 47.1	The liquidated damages for the whole of the Works are [insert percentage of the final Contract Price] per day. The maximum amount of liquidated damages for the whole of the Works is [insert percentage] of the final Contract Price.
	[Usually liquidated damages are set between 0.05 percent and 0.10 percent per day, and the total amount is not to exceed between 5 percent and 10 percent of the Contract Price. If Sectional Completion and Damages per Section have been agreed, the latter should be specified here]
GCC 48.1	The Bonus for the whole of the Works is <i>[insert percentage of final Contract Price]</i> per day. The maximum amount of Bonus for the whole of the Works is <i>[insert percentage]</i> of the final Contract Price.
	[If early completion would provide benefits to the Procuring Entity, this clause should remain;

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	otherwise delete. The Bonus is usually numerically equal to the liquidated damages.]
GCC 49.1	The Advance Payments shall be: not applicable
GCC 50.1	The Performance Security amount is [insert amount(s) 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]
	(a) Performance Security – Bank Guarantee: in the amount(s) of 5% percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
	(b) Performance Security – Performance Bond: in the amount(s) of 5% percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
E. Finishing the	e Contract
GCC 56.1	The date by which operating and maintenance manuals are required is [insert date].
	The date by which "as built" drawings are required is [insert date].
GCC 56.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is [insert amount in local currency].
GCC 57.2 (g)	The maximum number of days is: [insert number; consistent with Clause 47.1 on liquidated damages].
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, is [10%].

FORM No 1: NOTIFICATION OF INTENTION TO AWARD

	s Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to Tenderer's Authorized Representative named in the Tender Information Form on the format below.
<u>FOI</u>	<u>RMAT</u>
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.	<u>Date of transmission</u> : [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

b) Other Tenderers

ii)

iii)

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.

Address of the successful Tender

Contract price of the successful Tender Kenya Shillings _____ (in

words_____)

SNo	Name of Tender	Tender Price	Tender's evaluated	One Reason Why not
		as read out	price (Note a)	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, 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. <u>Standstill Period</u>

- 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

Board Secretary

$FORM\ FOR\ REVIEW (r.203(1))$

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD
APPLICATION NOOF20
BETWEEN
APPLICANT
AND
RESPONDENT (Procuring Entity)
Request for review of the decision of the
REQUEST FOR REVIEW
I/Wep. O. Box NoTel. NoEmail, 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 onday of/20
FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board onday of20
SIGNED

FORM NO 3: LETTER OF AWARD

[letterhead paper	of the Procuring	Entity] [dat	e_{J}

To: [name and address of the Contractor]

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	- f	day of	, 20, between
Entity	y"), of the one part, and Contractor"), of the other part:	01	of	
WHE exect Work	EREAS the Procuring Entity desired the the Contractor, and has acts and the remedying of any defects	es that the Works kn eccepted a Tender by therein,	own as the Contractor for th	should be execution and completion of these
The F	Procuring Entity and the Contracto	or agree as follows:		
1.	In this Agreement words and exp the Contract documents referred to		the same meanings as	are respectively assigned to them in
2.	The following documents shall be Agreement shall prevail over all or			rued as part of this Agreement. This
	a) the Letter of Acceptance			
	b) the Letter of Tender			
	c) the addenda Nos(i			
	d) the Special Conditions of Con			
	e) the General Conditions of Co	ontract;		
	f) the Specifications			
	g) the Drawings; and			
	h) the completed Schedules and	l any other document	ts forming part of the co	ontract.
3.		by covenants with t	he Procuring Entity t	o the Contractor as specified in this o execute the Works and to remedy
4.		defects therein, the	Contract Price or suc	on of the execution and completion of hother sum as may become payable by the Contract.
	TTNESS whereof the parties heret a on the day, month and year spec		Agreement to be execu	ated in accordance with the Laws of
Signe	ed and sealed by			(for the Procuring Entity)
Signe	ed and sealed by			(for the Contractor).

FORM NO. 5 - PERFORMANCE SECURITY

$[Option\ 1\ -\ Unconditional\ Demand\ Bank\ Guarantee]$

[Gu	arantor letterhead]
Ben	eficiary:[insert name and Address of Procuring Entity] Date:
	[Insert date of issue]
Gua	arantor: [Insert name and address of place of issue, unless indicated in the letterhead]
1.	We have been informed that
	(nerematter 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 of sums not exceeding in total an amount of
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 Guaranton 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.

¹The 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]

[Gi	arantor letterhead or SWIFT identifier code]
Bei	eficiary:[insert name and Address of Procuring Entity] Date:
	[Insert date of issue].
PE	RFORMANCE BONDNo.:
Gu	arantor: [Insert name and address of place of issue, unless indicated in the letterhead]
1.	By this Bondas Principal (hereinafter called "the Contractor") and
2.	WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the
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
	 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 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 dayof

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]

[Guo	arantor letterhead]
Bene Date	[Insert name and Address of Procuring Entity] [Insert date of issue]
ADV	ANCE PAYMENTGUARANTEE 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
	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 numberat
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, 2, whichever is earlier. Consequently, plemand 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 Guaranton before the expiry of the guarantee.
	[Name of Authorized Official, signature(s) and seals/stamps]

FORM NO. 8 - RETENTION MONEY SECURITY

[Demand Bank Guarantee] [Guarantor letterhead] Beneficiary: [Insert name and Address of Procuring Entity] ____[Insert date of issue] Date: **Advance payment guarantee no.** [Insert guarantee reference number] **Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead] We have been informed that_____ ___[insert name of Contractor, which in the case of a joint venture 1. 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 *[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 *J)* 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. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from 4. 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 1. and any demand for payment under it must be received by us at the office indicated above on or before that date.

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

before the expiry of the guarantee.

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

FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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

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

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

Tender Reference No.:	o.:[insert identification no]	
Name of the Assignment: [insert name of the assignment] to:		
[insert complete name of Procuring Entity]		
In response to your notification of award dated additional information on beneficial ownership: that are not applicable]	[insert date of notification of award] to furnish[select one option as applicable and delete the options	

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

Details of beneficial ownership

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

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

OR

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

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]"

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]
Title of the person signing the Tender: [insert complete title of the person signing the Tender]
Signature of the person named above:
Date signed