



REPUBLIC OF KENYA

MINISTRY OF LANDS, PUBLIC WORKS, HOUSING AND URBAN
DEVELOPMENT

State Department for Housing and Urban Development

ADDENDUM 6

EXTENSION OF SUBMISSION DATE AND AMENDMENT OF TENDERS

This is in reference to tender advertisement appearing in The Standard on 13th March 2024, the Star Newspapers on 14th March 2024, the State Department's Website and as amended in Addendum 5 dated 8th May 2024 for the following tenders:

No.	Project Name	Tender No.	Approx. No of Units	Category
1.	Proposed Construct + Finance of a Proposed AHP Project in Nyali Estate, Nyali Constituency in Mombasa County with associated infrastructure	MLPWHUD/SDHUD/AHP/331/2023-2024	2, 000 units	Open Tender
2.	Associated Social Amenities and Infrastructure for the Proposed AHP Project in Nyali Estate, Nyali Constituency, Mombasa County (Addition of Market, Commercial Centre, and School)	MLPWHUD/SDHUD/AHP/332/2023-2024	-	Open Tender
3.	Proposed Construct + Finance of a Mixed Use AHP Development in Githunguri Town, Githunguri Constituency, Kiambu County with associated infrastructure	MLPWHUD/SDHUD/AHP/333/2023-2024	2, 000 units	Open Tender
4.	Proposed Construct + Finance of a Mixed Use AHP Development in Muguga Agri City, Kikuyu Constituency, Kiambu County with associated infrastructure	MLPWHUD/SDHUD/AHP/334/2023-2024	2, 000 units	Open Tender
5.	Proposed Construct + Finance of a Mixed Use AHP Development in Gatanga, Gatanga Constituency, Murang'a County with associated infrastructure	MLPWHUD/SDHUD/AHP/335/2023-2024	2, 000 units	Open Tender
6.	Proposed Construct + Finance of Proposed Eldoret Railway City Affordable Housing and Mixed-Use Development in Eldoret Town, Uasin Gishu County	MLPWHUD/SDHUD/AHP/336/2023-2024	2, 000 units	Open Tender
7.	Proposed Construct + Finance of Proposed Kitale Prison Staff Accommodation in Kitale Town, Trans Nzoia County	MLPWHUD/SDHUD/AHP/337/2023-2024	2, 000 units	Open Tender

8.	Proposed Construct + Finance of Proposed Kabete Constituency Social Protection Accommodation in Kiambu County	MLPWHUD/SDHUD/AHP/338/2023-2024	2, 000 units	Open Tender
9.	Proposed Construct + Finance of Proposed Ngong Veterinary Affordable Housing and Mixed-Use Development in Ngong Town, Kajiado County, Phase I	MLPWHUD/SDHUD/AHP/339/2023-2024	2, 000 units	Open Tender
10.	Proposed Construct + Finance of Proposed Construction of a Mixed Use AHP Development in Bahati, Nakuru County with associated infrastructure, Phase II	MLPWHUD/SDHUD/AHP/340/2023-2024	2, 000 units	Open Tender
11.	Proposed Construct + Finance of Proposed Bungoma Smart City Affordable Housing and Mixed-Use Development in Bungoma Town, Bungoma County	MLPWHUD/SDHUD/AHP/341/2023-2024	2, 000 units	Open Tender
12.	Proposed Construct + Finance of Proposed Alupe University Student's Accommodation in Busia Town, Busia County	MLPWHUD/SDHUD/AHP/342/2023-2024	1, 000 units	Open Tender
13.	Proposed Construct + Finance of Proposed Technical University of Kenya (TUK) Student's Accommodation in Nairobi, Nairobi City County	MLPWHUD/SDHUD/AHP/343/2023-2024	2, 000 units	Open Tender
14.	Proposed Construction of Makuyu AHP Project, Makuyu Constituency, Murang'a County with associated infrastructure	MLPWHUD/SDHUD/AHP/344/2023-2024	320 units	Open Tender
15.	Proposed Construction of Chuka PW AHP Project, Chuka Igambang'ombe Constituency, Tharaka Nithi County with associated infrastructure-	MLPWHUD/SDHUD/AHP/345/2023-2024	320 units	Open Tender
16.	Proposed Construction of Chuka Technical and Vocational College Student Village, Chuka Igambang'ombe Constituency, Tharaka Nithi County with associated infrastructure-	MLPWHUD/SDHUD/AHP/346/2023-2024	560 units	Open Tender
17.	Proposed Construct + Finance of Proposed Construction of a Mixed Use AHP Development in Milimani Phase 2 Kakamega County with associated infrastructure	MLPWHUD/SDHUD/AHP/347/2023-2024	2,000 units	Open Tender
18.	Proposed Construct + Finance of Proposed Construction of a Mixed Use AHP Development in Nyahururu Town, Laikipia County with associated infrastructure	MLPWHUD/SDHUD/AHP/348/2023-2024	2,000 units	Open Tender
19.	Proposed Construct + Finance of Proposed Construction of a Mixed Use AHP Development in Lanet, Nakuru County with associated infrastructure	MLPWHUD/SDHUD/AHP/349/2023-2024	2,000 units	Open Tender

An addendum is hereby issued amending the tenders as follows:

1. **Extension of submission date from Friday 17th May, 2024 at 9.00am to Friday 24th May, 2024 at 9.00am (East African Time)**
2. **Amendment of the payment model (addendum 5 and revised tender documents) as indicated below:**

Milestone	Description	Payment as a percentage of the Contract Price (Column C)	Retention	Advance	Advance Recovery	Cumulative Payment	Estimated Value of Works Executed before payment of the Milestone in Column C
1	Advance Payment			10%		10.00%	
2	Completion of Substructures	15%	-1.50%			23.50%	20%
3	Completion of Superstructure	20%	-2.00%		-5.00%	36.50%	35%
4	Partial completion of Finishes	25%	-2.50%		-5.00%	54.00%	75%
5	Issuance of Taking-Over Certificate and Occupation Certificate	40%	-4.00%			90.00%	100%
6	Expiry of Defects Liability Period (DLP)	0%	10%			100.00%	-
	Total	100%					100%

3. **Amendment of tender documents under Conditions of Contract as indicated below:**

1.1 SPECIAL CONDITIONS – PART B - PARTICULAR CONDITIONS OF CONTRACT

The Conditions of Contract consist of two main components: the "General Conditions of Contract (GCC)" and the "Special Conditions of Contract (SCC)." The "General Conditions" are provided under Section VIII of the Tender Document, while the "Special Conditions" are provided under Section IX of the Tender Document. The Special Conditions of Contract (SCC) are further divided into two parts; -

1. Special Conditions – Part A - Contract Data, and
2. Special Conditions – Part B - Particular Conditions of Contract

The Clause numbers in Part B - Particular Conditions of Contract correspond to, or are in addition to those used in the General Conditions of Contract (GCC). These Particular Conditions supplement, make explicit, amend or derogate the conditions set out in the General Conditions of Contract (GCC). Under Clause 1.5 of the General Conditions (Priority of Documents), the Special Conditions – Part B (Particular Conditions) shall take precedence over and have priority over the General Conditions in order of interpretation.

The Particular Conditions complement the General Conditions to specify data and contractual requirements linked to the special circumstances of the Procuring Entity, the overall project, and the Works.

Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions and the Contractor shall be deemed to have allowed for consequential costs and charges necessary for the carrying out and the observance of the provisions of the Clauses as modified and /or amended.

The Clause numbers in the Particular Conditions correspond to those in the General Conditions.

Clause / Sub-Clause	Amendment
<p>5</p> <p>5.1</p>	<p>NOMINATED SUBCONTRACTORS</p> <p><i>Add the following Paragraphs at the end of Sub-clause 5.1:</i></p> <p>5.1.1 The provisions governing Provisional Sums under Clause 13.6 shall similarly apply, with necessary modifications, to the Prime Cost Sums included in the contract Bills of Quantities.</p> <p>5.1.2 The nominated sub-contractor shall carry out and complete the sub-contract works in every respect to the reasonable satisfaction of the Contractor and of the Architect and in conformity with all the reasonable directions and requirement of the Contractor.</p> <p>5.1.4 The Contractor and the nominated sub-contractor shall enter into a sub-contract agreement which provides (inter alia):</p> <p>5.1.4.1 That the nominated sub-contractor shall observe, perform and comply with all the provisions of this contract on the part of the Contractor to be observed, performed and complied with so far as they relate and apply to the sub-contract works or to any portion of the same.</p> <p>5.1.4.2 That the nominated sub-contractor shall indemnify the Contractor against the same liabilities in respect of the sub-contract works as those for which the Contractor is liable to indemnify the Procuring Entity under this contract.</p> <p>5.1.4.3 That the nominated sub-contractor shall indemnify the Contractor against claims in respect of any negligence, omission or default of such subcontractor, his servants or agents or any misuse by him or them of any scaffolding or other equipment, and shall insure himself against any such claims and produce the policy or policies and receipts in respect of premiums paid as and when required by either the Architect or the Contractor.</p> <p>5.1.4.4 That the sub-contract works shall be completed within the period or (where they are to be completed in parts) periods therein specified.</p> <p>5.1.4.5 That the Contractor shall not without the written consent of the Architect, grant any extension of time for the completion of the sub-contract works or any section thereof, and that the Contractor shall inform the Architect of any representation made by the nominated sub-contractor as to the cause of any delay in the progress or completion of the sub-contract works or any section thereof.</p>

5.1.4.6 That if the nominated sub-contractor shall fail to complete the sub-contract works or (where the sub-contract works are to be completed in sections) any section thereof, within the period therein specified or within any extended time granted by the Contractor with the written consent of the Architect and the Architect certifies in writing to the Contractor that the same ought reasonable so to have been completed, the nominated sub-contractor shall pay or allow to the Contractor either a sum calculated at the rate therein agreed as liquidated damages for the period during which the said works or any section thereof, as the case may be, shall so remain or have remained incomplete or (where no such rate is therein agree), a sum equivalent to any loss or damage suffered or incurred by the Contractor and caused by the failure of the nominated sub-contractor as aforesaid.

5.1.4.8 That the Contractor shall retain from the sum directed by the Architect as having been included in the calculation of the amount stated as due in any certificate issued under Clause 14.0 of these conditions in respect of the total value of work, materials or goods executed or supplied by the nominated sub-contractor the percentage of such value named in the Special Conditions (Part A) as the Percentage of Retention.

5.1.4.9 That the Procuring Entity, the Architect, and other agents of the Procuring Entity, shall have a right of access to the workshops and other places of the nominated sub-contractor where work is being prepared as provided for in Clause 7.3 of these conditions.

5.1.5 The Architect shall direct the Contractor as to the total value of the work, materials or goods executed or supplied by a nominated sub-contractor included in the calculation of the amount stated as due in any certificate issued under clause 14.0 of these conditions and shall forthwith inform the nominated sub-contractor in writing of the amount of the said total value. The sum representing such total value shall be paid by the Contractor within seven days after receipt by the Contractor of the sum to which the Contractor shall be entitled by virtue of the certificate less only;

5.1.5.1 Any retention money which the Contract may be entitled to deduct under the terms of the sub-contract, and

5.1.5.2 Any sum to which the Contractor may be entitled in respect of delay in the completion of the sub-contract works or any section thereof, and

5.1.5.3 Amounts already paid under previous certificates.

5.1.6 Where applicable, the Architect may, with the consent of the Procuring Entity, certify and authorize payments to Nominated Subcontractors that diverge from the milestones outlined in the Schedule of Payments. Subsequent Certificates shall be adjusted to account for amounts previously certified in the preceding or divergent Certificates.

5.1.7 Prior to issuing any Certificate as per Clause 14.0 of these conditions, the Architect may require the Contractor to provide reasonable evidence that all amounts included in previous certificates as due to any nominated subcontractor have been appropriately paid. If the Contractor fails to fulfill such a request, the Architect may advise the Procuring Entity to directly pay the owed amount to the relevant nominated subcontractor and deduct it from any sums due or to become due to the Contractor.

5.1.8 Should any nominated subcontractor fail to complete the subcontract works within the stipulated period, or within any extended time granted by the Contractor with the written consent of the Architect, the Architect shall certify in writing if completion could reasonably have been expected. Upon issuance, the Architect shall promptly provide a copy of such certification to both the nominated subcontractor and the Procuring Entity.

	<p>5.1.9 The Contractor may be permitted to tender any of the works for which Prime Cost Sums are included in the contract Bills of Quantities but without prejudice to the Procuring Entity's right to reject the lowest or any tender.</p> <p>5.1.10 If a nominated sub-contractor terminates the sub-contract or the Contractor terminates the sub-contract on the advice of the Architect, the Procuring Entity shall make a further nomination of a sub-contractor as may be necessary to carry out and complete the work left incomplete by the sub-contractor whose employment has been terminated. Any additional costs arising therefrom shall be borne by the Procuring Entity.</p> <p>5.1.11 Notwithstanding the above, the Architect may instruct, with the consent of the Procuring Entity and the Contractor, that the incomplete work shall be executed by the Contractor and such instruction shall be deemed to be a variation to the contract.</p> <p>5.1.12 Provided that where a nominated sub-contractor terminates the sub-contract as a result of a default by the Contractor, or the Contractor terminates the sub-contract without the written advice of the Architect, the Contractor shall be liable to the Procuring Entity for any additional costs arising therefrom.</p> <p>5.1.13 Where a nominated sub-contract provides a defect liability period which extends beyond the Contractor's defects liability period, the Contractor's obligations and liabilities in connection with the defects of the nominated sub-contract shall nevertheless terminate at the end of the Contractor's defects liability period. The remaining portion of the nominated sub-contractor's defects liability period shall be subject to a direct agreement between the Procuring Entity and the nominated sub-contractor and shall not form part of this agreement.</p> <p>5.1.14 Where a sub-contractor is required to give a guarantee or warranty relating to the sub-contract works such guarantee or warranty shall be assigned by the sub-contractor to the Procuring Entity.</p> <p>5.1.15 The employment of a nominated sub-contractor under these conditions shall terminate forthwith upon the termination (for any reason) of the Contractor's employment under the contract.</p> <p>5.1.16 Neither the existence nor the exercise of the foregoing powers nor anything else contained in these conditions shall render the Procuring Entity in any way liable to any nominated sub-contractor.</p>
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4. Bank Guarantees and Performance Securities to be sourced from Tier 1 local Banks in Kenya

All the other conditions on the tender advertisement, tender documents, and addendum 5 remain the same.

**Head Supply Chain Management Services
For: The Principal Secretary
State Department for Housing and Urban Development.
P.O. Box 30119 -00100 NAIROBI, KENYA**

Dated: 16th May, 2024