

MINISTRY OF LANDS, PUBLIC WORKS, HOUSING, AND URBAN DEVELOPMENT

STATE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Tender Document

For

PROPOSED CONSTRUCTION OF BUMALA COUNTY STRATEGIC MARKET IN BUSIA COUNTY

TENDER NO.

MLPWHUD/SDHUD/UDD/366/2023-2024

Ministry of Lands, Public Works, Housing, and Urban Development, State Department for Housing and Urban Development, P.O Box 30119-00100 Nairobi, Kenya Tel: +254-020-2713833

Closing Date: 11th June 2024

MAY 2024

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TENDER No: MLPWHUD/SDHUD/UDD/366/2023-2024

TENDER NAME:PROPOSED CONSTRUCTION OF BUMALA COUNTY STRATEGIC
MARKET IN BUSIA COUNTY

- 1. The State Department for Housing and Urban Development invites sealed tender for the Proposed Construction of Bumala County Strategic Market in Busia County.
- 2. Tendering will be conducted under open competitive method (National) using a standardized tender document. Tendering is open to Contractors Registered in the appropriate Category for Builders Works (NCA category 3 and above only).
- 3. The tender is open to those who meet the requirements of eligibility as contained in this invitation and the tender documents.
- 4. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours between **8:00am 5:00pm** at the address given below.
- 5. A complete set of tender documents may be obtained, downloaded and viewed by interested tenderers for free from the website www.housingandurban.go.ke. Tenderers who download the tender document **must** forward their particulars immediately to *the Principal Secretary, State Department for Housing and Urban Development* to facilitate any further clarifications or addendum that may be issued. Further clarifications and Addendum shall be posted at www.housingandurban.go.ke.
- 6. Tenders shall be quoted in Kenya Shillings and shall include all applicable taxes. Tenders shall remain valid for **120** days from the date of opening of tenders.
- 7. Completed tenders shall be submitted accompanied by a **Tender Security as specified in the Tender Data Sheet Clause ITT 21.1**
- 8. The Tenderer shall chronologically serialize all pages of the tender documents submitted. Tender Document must be tape bound and not Spiral bound. Spiral bound documents shall be automatically disqualified. In addition, bidders **MUST** submit a soft copy in PDF format during bid opening which is a replica of the original bid document. **This instruction is issued pursuant to Section 74(i)(j) of the Public Procurement and Assets Disposal Act, 2015.**
- Completed tenders must be delivered to the address below on or before Tuesday, 11th June 2024, at 9:00am. Electronic Tenders will not be permitted.
- 10. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
- 11. Late tenders will be rejected.
- 12. The addresses referred to above are
- A. <u>Address for obtaining further information</u>

State Department for Housing and Urban Development Room 606 B, 6th Floor, Ardhi House, 1st Ngong Avenue P.O. Box 30119 -00100 NAIROBI.

B. <u>Address for Submission of Tenders.</u>

State Department for Housing and Urban Development Tender Box, 6th Floor, Ardhi House, 1st Ngong Avenue P.O. Box 30119 -00100 NAIROBI.

C. <u>Address for Opening of Tenders.</u>

State Department for Housing and Urban Development Boardroom, 6th Floor, Ardhi House, 1st Ngong Avenue P.O. Box 30119 -00100 NAIROBI.

Head, Supply Chain Management Services *For: PRINCIPAL SECRETARY*

Dated: 28th May 2024

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A <u>General Provisions</u>

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

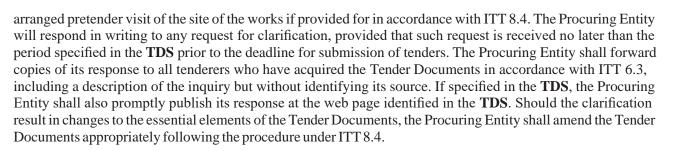
7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of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



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, <u>a contractor or group of contractors</u> 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 21.1, 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 21.1, 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 43.
- 37.2 To evaluate a Tender, the Procuring Entity shall consider the following:
 - a) price adjustment due to discounts offered in accordance with IIT16;
 - b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with IIT39;
 - c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 32.3; 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 <u>may accept or not accept</u> 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 21 days of the date of the letter.

50. Signing of Contract

- 50.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 50.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 50.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

51. Appointment of Adjudicator

51.1 The Procuring Entity proposes the person named in the **TDS** to be appointed as Adjudicator under the Contract, at the hourly fee specified in the **TDS**, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in his Tender. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the Special Conditions of Contract (SCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

52. Performance Security

- 52.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 40.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.
- 52.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS**, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.
- 52.3 Performance security shall not be required for contracts estimated to cost less than Kenya shillings five million



shillings.

53. Publication of Procurement Contract

- 53.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:
 - a) name and address of the Procuring Entity;
 - b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
 - c) the name of the successful Tenderer, the final total contract price, the contract duration.
 - d) dates of signature, commencement and completion of contract;
 - e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

54. Procurement Related Complaints and Administrative Review

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

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



Section II - Tender Data Sheet (TDS)

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
	A. General		
ITT 1.1	The name of the contract is PROPOSED CONSTRUCTION OF BUMALA COUNTY STRATEGIC MARKET IN BUSIA COUNTY		
	The reference number of the Contract is:		
	TENDER No: MLPWHUD/SDHUD/UDD/366/2023-2024		
B. Contents of	Tender Document		
ITT 8.2	The Tenderer will submit any questions in writing, to reach the Procuring Entity 7 days before the date of tender opening.		
ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is:		
	(1) Name of Procuring Entity:		
	State Department of Housing and Urban Development		
	(2) Physical address for hand Courier Delivery to an office:		
	1 st Ngong avenue, Ardhi House, 6 th Floor, Wing B, Room 606		
	(3) Postal Address;		
	P.O. Box 30119-00100 Nairobi		
	(4) Officer to be contacted:		
	Head, Supply Chain Management Services		
	Email: procurement@housingandurban.go.ke		
C. Preparation	of Tenders		
ITT 15.1	Alternative Tenders shall not be considered.		
ITT 15.2	Alternative times for completion <i>shall not be</i> permitted.		
ITT 16.5	The prices quoted by the Tenderer shall be fixed.		
ITT 20.1	The Tender validity period shall be 120 days .		
ITT 21.1	21.1 A Tender Security <i>shall be</i> required. The said Tender Security shall be for Ker Shillings Two Million, Five Hundred Thousand (Kshs. 2,500,000) issued by Reputable Bank Valid for a period of 120 days from the tender opening da		
ITT 22.1	In addition to the original of the Tender, the number of copies is: One soft copy in PDF which is a replica of the original bid document submitted.		
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <i>Power of Attorney</i>		

ITT Reference PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS				
D. Submission and Opening of Tenders				
ITT 24.1 (A) For <u>Tender submission purposes</u> only, the Procuring Entity's address i				
	 (1) Name of Procuring Entity: State Department of Housing and Urban Development 			
	(2) Postal Address Principal Secretary, State Department of Housing and Urban Development P.O. Box 30119-00100 Nairobi			
	(3) Physical address for hand Courier Delivery to an office or Tender Box: 1 st Ngong avenue, Ardhi House, 6 th Floor, Tender box			
	 (4) Date and time for submission of Tenders: Tuesday, 11th June, 2024 at 9:00 a.m. 			
	(5) Tenderers shall not submit tenders electronically.			
ITT 27.1	The Tender opening shall take place at the time and the address for Opening of Tenders provided below:			
	(1) Name of Procuring Entity: State Department of Housing and Urban Development			
	 Physical address for the location: 1st Ngong avenue, Ardhi House, 6th Floor, Boardroom 			
	(3) Date and time of tender opening: Tuesday , 11 th June, 2024 at 9:00 a.m.			
ITT 27.6	The number of representatives of the Procuring Entity to sign is: as guided by the Public Procurement and Asset Disposal Act, 2015 and all amendments thereafter and attendant Regulations.			
E. Evaluation, a	and Comparison of Tenders			
ITT 32.3	ITT 32.3 The adjustment shall be based on the <i>highest</i> price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.			
ITT 36.3	 6.3 The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows: Electrical Works Mechanical Works Civil Works 			
	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)	2 (d) Additional requirements apply.			
	 Additional requirements are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria. 			
	 (2) Tenderers who have three (3) or more ongoing projects with the State Department for Housing and Urban Development will NOT be considered for award unless the Tenderer demonstrates that they have achieved a minimum completion rate of 40% for the three or more ongoing projects. Tenderer to attach the most-current Interim Payment Certificate issued by the State Department as supporting documentation. 			

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
ITT 51.1	The person named to be appointed as Adjudicator is Nairobi Centre for International Arbitration at an hourly fee to be determined guided by fees guidelines.	
ITT 52.2	Other documents required are : None	
ITT 54.1	The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website <u>www.ppra.go.ke</u> or email <u>complaints@ppra.go.ke</u> . 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: Director General	
	Title/position: Director General	
	Procuring Entity: Public Procurement Regulatory Authority	
	Email address: complaints@ppra.go.ke	
	In summary, a Procurement-related Complaint may challenge any of the following:	
	(i) the terms of the Tender Documents; and	
	(ii) the Procuring Entity's decision to award the contract.	

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

10 GENERAL PROVISIONS

- 11 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 shall use **the Standard Tender Evaluation Document for Goods and Works** for evaluating Tenders.
- 12 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.

13 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.

2.0 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 mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. 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 non- responsive and will not be considered further.

The following mandatory requirements shall be used for determination of Responsiveness at the preliminary evaluation

S/No	PRELIMINARY EVALUATION CRITERIA / MANDATORY REQUIREMENTS FOR
5/110	MAIN CONTRACTOR
MR1	Original Tender document must be TAPE-BOUND and submitted alongside with a Soft Copy as
	per TDS 22.1. Tender documents submitted as spiral bound or in a box file SHALL
	AUTOMATICALLY BE DISQUALIFIED. In addition, the documents must be chronologically
	serialized including the attachments.
MR2	The Bills of Quantities section of the submitted Tender Document must be complete as issued,
	with no alteration, addition or qualification of any kind whatsoever made by the Tenderer to the text
	of the document. Any alterations, additions or qualifications shall be considered as material
	deviations as per ITT 31.
MR3	Dully filled, signed and stamped form of tender prepared in accordance with ITT 14
MR4	Provide proof of registration with the National Construction Authority for Building Works
	category NCA 3 and above only with current annual contractors practicing license.
MR5	Provide proof of registration with the National Construction Authority for Mechanical and
	Electrical Works category NCA 6 and above only with current annual contractors practicing
	license, including EPRA registration as an Electrical Contractor (for Electrical Contractors), to be
	submitted under the Main Contractor, with subcontract agreements where applicable.
MR6	A Tender Security shall be required. The said Tender Security shall be for Kenya Shillings Two
	Million, Five Hundred Thousand (Kshs. 2,500,000) issued by a Reputable Bank Valid for a
	period of 120 days from the tender opening date.

MR7	Provide proof of power of attorney (of tender signatory if not director of the company/partner,		
	signed and stamped by Commissioner of Oaths).		
MR8	Certificate of Incorporation/ Registration.		
MR9	Valid Tax Compliance Certificate which shall be verified online during evaluation.		
	Tax Compliance Certificates with "Invalid" or "Withdrawn" status shall resort to AUTOMATIC		
	DISQUALIFICATION.		
MR10	0 Dully filled, signed and stamped Confidential Business Questionnaire.		
MR11	1 Valid CR12 form showing the list of directors /shareholding (issued within the last 12 months of		
	tender submission) or National Identity Card(s) for Sole Proprietorship/Partnership-		
MR12	Compliance with TDS 37.2 (d)		
	NB:		
	Bidders who do not meet any of the above requirements shall be considered non-responsive		
	and their tenders will not be evaluated further.		

30 TENDER EVALUATION (ITT 37) PRICE EVALUATION

Price evaluation: in addition to the criteria listed in ITT 37.2 (a) - (d) the following criteria shall apply:

- (i) Alternative Completion Times, if permitted under ITT 13.2, will be evaluated as follows: **Not Applicable**
- (ii) Alternative Technical Solutions for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows: **Not Applicable**
- (iii) Other Criteria; if permitted under ITT 37.2(d):

Further Evaluation shall be conducted after Preliminary Examination for determination of responsiveness. The said further evaluation shall comprise of the detailed technical examination and financial evaluation.

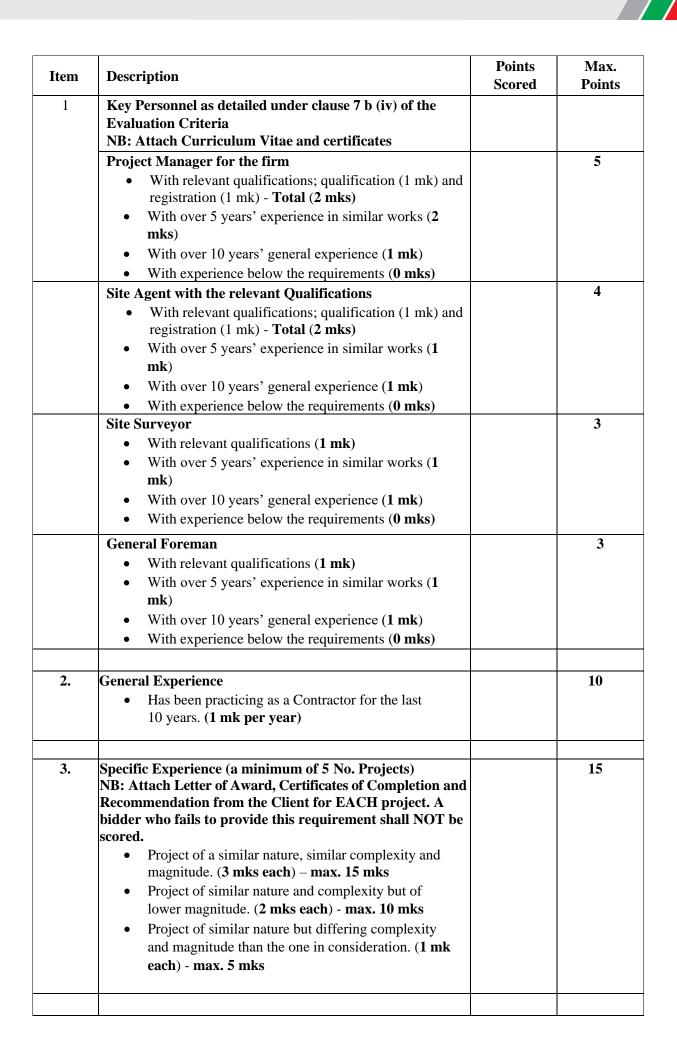
- a) Detailed Technical Evaluation
- b) Financial Evaluation

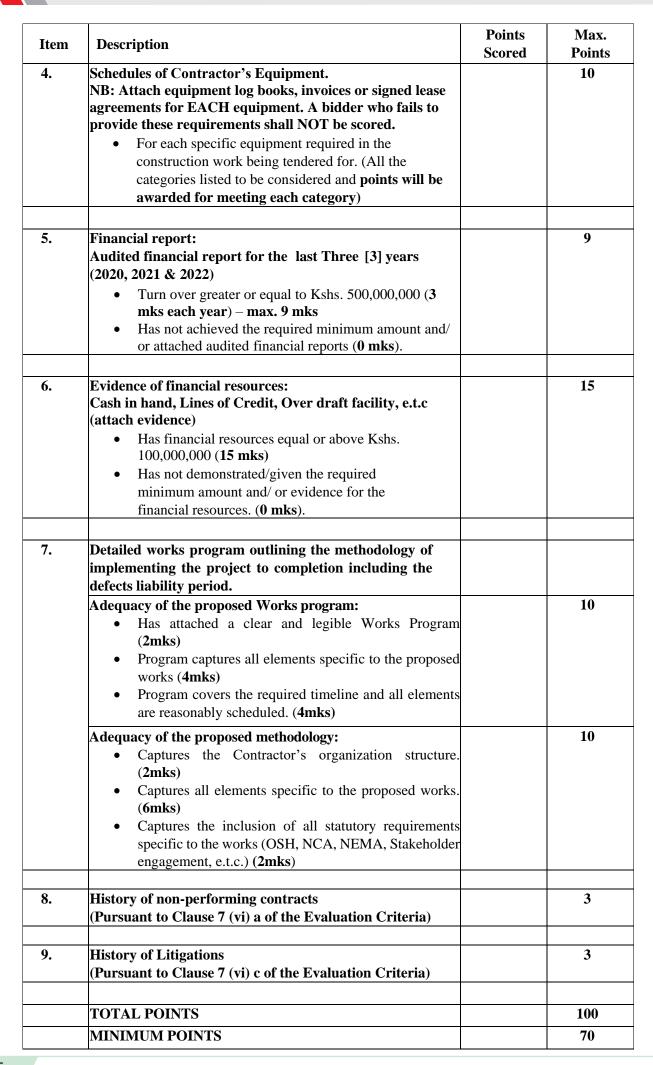
Detailed Technical Examination

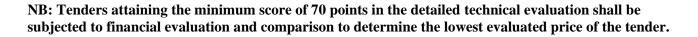
After the Preliminary Examination, the Procuring Entity shall conduct a Detailed Technical Evaluation on the responsive tenders to ensure they meet the technical requirements provided for in the Detailed Technical Evaluation criteria outlined below. Points shall be awarded as follows: -

No	Parameter	Maximum Points	
1	Key Personnel	15	
2	General Experience	10	
3	Specific Construction Experience	15	
4	Schedules of Contractor's equipment	10	
5	Audited Financial Report for the last 3 years	9	
6	Evidence of Financial Resources	15	
7	Detailed Works Program and Methodology	20	
8	History of Non-performing Contracts	3	
9	Litigation History	3	
	Total 100		

Tenders that do not meet the minimum required points in the Detailed Technical Evaluation will be considered non- responsive and will not be considered further.







Financial Evaluation

Financial Evaluation shall comprise of the following:

- a) *Examination of unit rates*: Each bid shall be subjected to an evaluation of unit rates. Bids shall be assessed to confirm uniformity and consistency in rates of similar individual line items. Bids not meeting this criterion shall be disqualified and error checks shall not be undertaken.
- b) *Error checks*: Successful bids from the examination of unit rates shall be evaluated for arithmetic errors. All arbitrary additions to the tender document shall be considered as arithmetic errors. An assessment of the bids taking into consideration the Tender Sum, corrections relating to arithmetic errors and any discounts offered shall be done to determine the bids' Evaluated Tender Sum.
- c) *Ranking of the bids*: Ranking of the bids using their Evaluated Tender Sums shall be undertaken. The ranking shall be used to determine the bid with the Lowest Evaluated Tender sum, which shall be considered for award.

4.0 MULTIPLE CONTRACTS

41 Multiple contracts will be permitted in accordance with ITT 37.4. Tenderers are evaluated on basis of Lots and a lowest evaluated tenderer identified for each Lot. The Procuring Entity will award contracts as prescribed below:

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. If a tenderer wins more than one Lot, the tender will be awarded a contract for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots. The tenderer will be awarded only the combinations 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 combination with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combination provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

5.0 ALTERNATIVE TENDERS (ITT 13.1)

Alternative Tenders (ITT 13.1)

An alternative if permitted under ITT 3.1, 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.

60 MARGIN OF PREFERENCE

- 61 If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty- one percent (51%).
- 62 Contractors 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 particular contractor or group of contractors qualifies for a margin of preference.



- 63 After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:
 - i) *Group A:* tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
 - ii) *Group B:* tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).
- 64 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award of contract. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 6.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

7. Post qualification and Contract Award (ITT 42), 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 <u>was not subject to post-qualification</u>, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to <u>meeting each of the following conditions</u>.
 - (i.) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings One Hundred Million (Kshs. 100,000,000).
 - (ii.) Minimum <u>average</u> annual construction turnover of Kenya Shillings Five Hundred Million (Kshs. 500,000,000), equivalent calculated as total certified payments received for contracts in progress and/or completed within the last three (3) years.
 - (iii.) At least Five (5) no. of contract(s) of a similar nature executed within Kenya that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings Two Hundred and Forty Million (Kshs. 240,000,000) equivalent.

. .

(1V.)	Contractor's Representative and Key Personnel, which are specified as:	

No.	Position	Total Work Experience (years)	Experience In Similar Works (years)
1	Project Manager (Bachelor of Architecture OR Bachelor of Quantity Surveying OR Civil Engineering OR Construction Management, all registered with relevant professional bodies).	10	5
2	Site Agent (Bachelor or Higher Diploma in Architecture OR Quantity Surveying OR Civil Engineering, all registered with relevant professional bodies).	10	5
3	Site Surveyor (Diploma in Land Surveying)	10	5

4	General Foreman (Diploma in Building	15	10
	Construction OR Construction		
	Management OR Contract Management		
	OR Civil Engineering)		

(v.) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as:

No.	Equipment Type and Characteristics	No. required
1	Concrete Mixer Type 5/3.5	2
2	Concrete dumper 0.5 cu.m	2
3	Excavator 130 – 150 HP	2
4	Tipper Truck 15 ton.	3
5	Dumpy level 1	3
6	Vibrating plate compactor 114-200 kg operating weight	3
7	Compressor rated by normal delivery of free air per minute	2
8	Single drum vibratory roller	2
9	20Kv Generator	2
10	Van, pick-up or similar utility vehicle	2

(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 Nonperformance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last *Three years*. The required information shall be furnished in the appropriate form.

b) Pending Litigation

Financial position and prospective long-term profit ability 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 **Three Years**. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or on going under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.



Pursuant to Section 83 of the Public Procurement and Assets Disposal Act, 2015 and the attendant regulations, due diligence shall be conducted on the lowest recommended bidder before award. The due diligence shall be conducted on the following basis inter alia:

 (i) The bidder shall be assessed on the financial and the technical capacity to carry out the project. In carrying out the due diligence, the Contractor shall be requested to authorize or provide their current, certified bank statements to assess their financial capacity and capability.

In addition, the bidder shall be requested to provide their **original** audited financial reports for the last three (3) financial periods, accompanied by a declaration by the auditor confirming the authenticity of the original report, all to be used to verify the attached copy of the audited financial report.

- (ii) The bidder if currently or previously engaged on other projects in the State Department shall be assessed on their current performance and delivery on those projects. Contractors with a poor performance record shall not be recommended for award.
- (iii) The Bidder shall be required to further demonstrate that they can deliver on the project milestones within the stipulated timelines.
- (iv) The State Department shall make its recommendations on the basis of Multiple Contracts as stipulated under Clause 4 Multiple Contracts, Section III Evaluation and Qualification Criteria.

27

1. <u>QUALIFICATION FORM SUMMARY</u>

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
1	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14.	Form of Tender	
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.8	Form of Tender	
5	State- owned Enterprise	Meets conditions of ITT 3.8	Forms ELI – 1.1 and 1.2, with attachments	
6	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI – 1.1 and 1.2, with attachments	
7	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1 st January 2021	Form CON-2	
8	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Form of Tender	
9	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON – 2	
10	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1 st January 2021	Form CON – 2	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
11	Financial Capabilities	 (i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings One Hundred Million (Kshs. 100,000,000) equivalent for the subject contract(s) net of the Tenderer's other commitments. 	Form FIN – 3.1, with attachments	
		(ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.		
		(iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last <i>Three</i> years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.		
12	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings Five Hundred Million (Kshs. 500,000,000) , equivalent calculated as total certified payments received for contracts in progress and/or completed within the last <i>Three</i> years, divided by <i>Three</i> years	Form FIN – 3.2	
13	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last <i>Ten</i> (10) years, starting 1 st January 2014.	Form EXP – 4.1	
14	Specific Construction & Contract Management	A minimum number of <i>Three (3)</i> similar contracts specified below that have been satisfactorily and substantially	Form EXP 4.2(a)	

29	1	2	3	4	5
	Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
		Experience	 completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January 2019 and tender submission deadline, (number) contracts, each of minimum value Kenya Shillings Two Hundred and Forty Million (Kshs. 240,000,000) equivalent. The similarity of the contracts shall be based on the following: the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors 		



SECTION IV - 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 manufac	cturer		Model and power rating
	Capacity			Year of manufacture
Current status	Current location			
	Details of current	commitments		
Source	Source Indicate source of the equipment			
	□ Owned	□ Rented	□ Leased	□ Specially manufactured

Omit the following information for equipment owned by the Tenderer.

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

2. FORM PER -1

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

1.	Title of position: Contra	ctor'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: []				
	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: []			
	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. FORM PER-2:

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

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

Name of Tenderer				
Position [#1]:	[title of position from Form F	ER-1]		
Personnel information	Name:	Date of birth:		
	Address:	E-mail:		
	Professional qualifications			
	Academic qualifications:			
	Language proficiency: [lan	guage and levels of speaking, reading and writing skills]		
Details				
	Address of Procuring Entit	y:		
	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:

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

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

Signature:

Date: (day month year): _____ Countersignature

of authorized representative of the Tenderer:

Signature: _____ Date: (day month

year):

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: ___

4.

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 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.
2. Included are the organizational chart, a list of bourd of birectors, and the beneficial ownership.



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.

 \Box 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

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

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria Contract non-performance did not occur since 1st January [insert year] specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1. Contract(s) not performed since 1st January [insert year] specified in Section III, Evaluation and Qualification Criteria, requirement 2.1 Year Non- performed Contract Identification **Total Contract** portion of Amount (current contract value, currency, exchange rate and Kenya Shilling equivalent) [insert [insert amount Contract Identification: [indicate complete contract name/ [insert amount] number, and any other identification] year] 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 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 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 Cri	teria

No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.

Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification]	[insert amount]
		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)]	

4.4 <u>FORM FIN – 3.1:</u>

Financial Situation and Performance

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

4.4.1. Financial Data

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

*Refer to ITT 15 for the exchange rate



4.4.2 Sources of Finance

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.

 \Box Attached are copies of financial statements¹ for the _____years required above; and complying with the requirements

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



4.5 <u>FORM FIN – 3.2:</u>

Average Annual Construction Turnover

ſ	 ne

	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 <u>FORM FIN – 3.3:</u>

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 <u>FORM FIN – 3.4:</u>

Current Contract Commitments / Works in Progress

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

	Current Co	ntract Commitments			
	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month)]
1					
2					
3					
4					
5					

4.8 FORM EXP - 4.1

General Construction Experience

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

Page _____ of _____ pages

Starting	Ending	Contract Identification	Role of
	Year		Tenderer
Vear			
		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 <u>FORM EXP - 4.2(a)</u> 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	I
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.)

Simila	r Contract No.	Information
Descrip	ption of the similarity in accordance	
with Su	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:	
Tenderer's JV Member Name:	
Sub-contractor's Name ² (as per ITT 34):	
ITT No. and title:	

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

1. Key Activity No One: _

	Information				
Contract Identification					
Award date					
Completion date					
Role in Contract	Prime Contractor □	Men JV	nber in	Management Contractor	Sub-contractor
Total Contract Amount				Kenya Shillin	g
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity the contract (i)	in	Percentage participatic (ii)		Actual Quantity Performed (i) x (ii)
Year 1					
Year 2					
Year 3					
Year 4					
Procuring Entity's Name:			1		
Address:					
Telephone/fax number					
E-mail:					



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

2. Activity No. Two

3.

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.
- *iii)* Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.
- *iv)* The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.
 - Tenderer's Eligibility- Confidential Business Questionnaire
 - Certificate of Independent Tender Determination
 - Self-Declaration of the Tenderer

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

Request for Tender No.: [insert identification]

Name and description of Tender [Insert as per ITT]

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

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

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

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

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

- 2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
- 3. We agree to adhere by this tender until *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
- 4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.
- 5. We, the undersigned, further declare that:
 - i) <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;
 - *iv)* <u>Conformity</u>: 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 <u>Option 1</u>, 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) <u>Total price of each lot</u> [*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*];
- 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) <u>One 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) <u>Not Bound to Accept</u>: 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.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from ______ (specify website) during the procurement process and the execution of any resulting contract.
- xxi) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
 - a) Tenderer's Eligibility; Confidential Business Questionnaire to establish we are not in any conflict to interest.
 - b) Certificate of Independent Tender Determination to declare that we completed the tender without colluding with other tenderers.
 - c) Self-Declaration of the Tenderer to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal

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

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

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

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

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

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

Date signed______day of______,

Notes

* In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer ** Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.

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



General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full	Age	Nationality_
	Country of Origin	Citizenship

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

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

- i) Private or public Company_____
- ii) State the nominal and issued capital of the Company_____

Nominal Kenya Shillings (Equivalent)..... Issued

Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

If yes, provide details as follows.

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

ii) Conflict of interest disclosure

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

f) Certification

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

Full Name_____

Designation_____

_____ Title or

(Signature)

(Date)

B. CERTIFICATE OF INDEPENDENTIENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the_	[Name of
Procuring Entity] for:	[Name and number of tender] in
response to the request for tenders made by:	[Name of Tenderer] do hereby

make the following statements that I certify to be true and complete in every respect:

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

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

Name _____ Title_ Date _____

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



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

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENTAND ASSET DISPOSALACT 2015.

I, being a resident of being a statement as follows: -

- 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.

 	(Title)
(Signature)	(Date)

Bidder Official Stamp



FORM SD2

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

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

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (*insert name of the Procuring entity*) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

(Signature)	(Date)
	(Signature)

Bidder's Official Stamp



DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory	Sign
Position	
Office address	. Telephone
E-mail	
Name of the Firm/Company	
Date	
Stamp where applicable)	
Witness	
Name	Sign
Date	

D. APPENDIX 1- FRAUD AND 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 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 forTenders No:	
Date:	
TENDER GUARANTEE No.:	
Guarantor:	

- 1. 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").
- 2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
- 3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _______) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
- (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
- b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
- 4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
- 5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.:

Sealed with the Common Seal of the said Guarantor this _____day of _____ 20 ___.

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

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

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

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

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



TENDER-SECURING DECLARATION FORM

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

Date:.....[insert date (as day, month and year) of Tender Submission] Tender No.:....[insert number of tendering process] To:.....[insert complete name of Purchaser] I/We, the undersigned, declare that:

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

Signed	1:					Capacity / title	e (director
or	partner	or	sole	proprietor,	etc.)		Name:
						Duly authorized to sig	gn the bid
for and an habilt of ling out complete a que of Tou down!							

for and on behalf of: [insert complete name of Tenderer]

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



SECTION V - DRAWINGS To be provided during implementation of the project

BUMALA





NOTES

1. All dimensions are in millimetres

2. Dimensions to be read and not scaled off the drawing 3. Any discrepancy to be reported to the architect

immediately 4. All R.C. works to be as per the S.E.'s drawings

and details 5. All walls under 200mm thickness to have hoop iron at alternate courses

6. All drainage pipes under slab to be encased in 150mm thick concrete surround

7. S.E. denotes Structural Engineer

8. All sanitary work to entire satisfaction of MoH and Local Authority

9. DPC to be three ply bituminous felt and approved by the architect

10. All doors and windows to schedule

11. All timber to be treated with approved quality anti-termite

12. Provide 300mm PC open concrete channel under RW downpipes to Civil Engineer's approval 13. All electrical work to be carried out by a licensed

electrician to the local authority engineer 14. This drawing to be read out in conjuntion with structural, mechanical and electrical engineer's

drawings

FIRE SAFETY NOTES

1. Automatic booster pump for FHRs to be provided to the satisfaction of the Chief Fire Officer

2. Electrical fire alarm system to the approval of Chief Fire Officer

4. Fire alarm and booster to be provided with secondary power supply

5. 2x9kg Dry Powder Fire Extinguishers at parking areas 6. 2x9 litre water and 1x4.5kg CO_2 fire extinguishers to be provided per floor

REVISIONS

No	Date	Description	Initial

Project Title:

THE PROPOSED BUMALA MARKET BUSIA COUNTY

Plot No:

Client:

MINISTRY OF LANDS PUBLIC WORKS HOUSING AND URBAN DEVELOPMENT

STATE DEPARTMENT FOR HOUSING AND URBAN DEVELOPMENT

Drawing Title:

Architect :

URBAN AND METROPOLITAN DEVELOPMENT DEPARTMENT Designed/Drawn By: MARWA LEONARD

Approved By:

SECRETARY, URBAN AND METROPOLITAN DEVELOPMENT DEPARTMENT

Drawing No.:	Scale.: 1:100	
Job No.:	Date.: 11 .06. 24	



BUMALA-FUNYULA ROAD

SITE PLAN

1:250

02

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STATE DEPARTMENT FOR HOUSING AND URBAN DEVELOPMENT

Drawing Title:

Architect :

URBAN AND METROPOLITAN DEVELOPMENT DEPARTMENT

Designed/Drawn By: MARWA LEONARD

<u>Approved By:</u>

SECRETARY, URBAN AND METROPOLITAN DEVELOPMENT DEPARTMENT

Signature:

Date.

Drawing No.:	Scale.: 1:100
Job No.:	Date.: 11 .06. 24

GROUND FLOOR PLAN 2500 Sqm 1:100

03



MARKET PROVISIONS

N	QTY
	320
HOPS	25
TS	5
RS	350
	3
	3
	2
	4
SE	1
	1
ALTH ROOM	1
MC	1
EA	1
ORE	1
DINT	1
1	2
M	1
	1
ICE	1
	2
CE	1
EA 3000 S	Sqm
I	

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STATE DEPARTMENT FOR HOUSING AND URBAN DEVELOPMENT

Drawing Title:

<u>Architect :</u>

URBAN AND METROPOLITAN DEVELOPMENT DEPARTMENT Designed/Drawn By: MARWA LEONARD

1:100

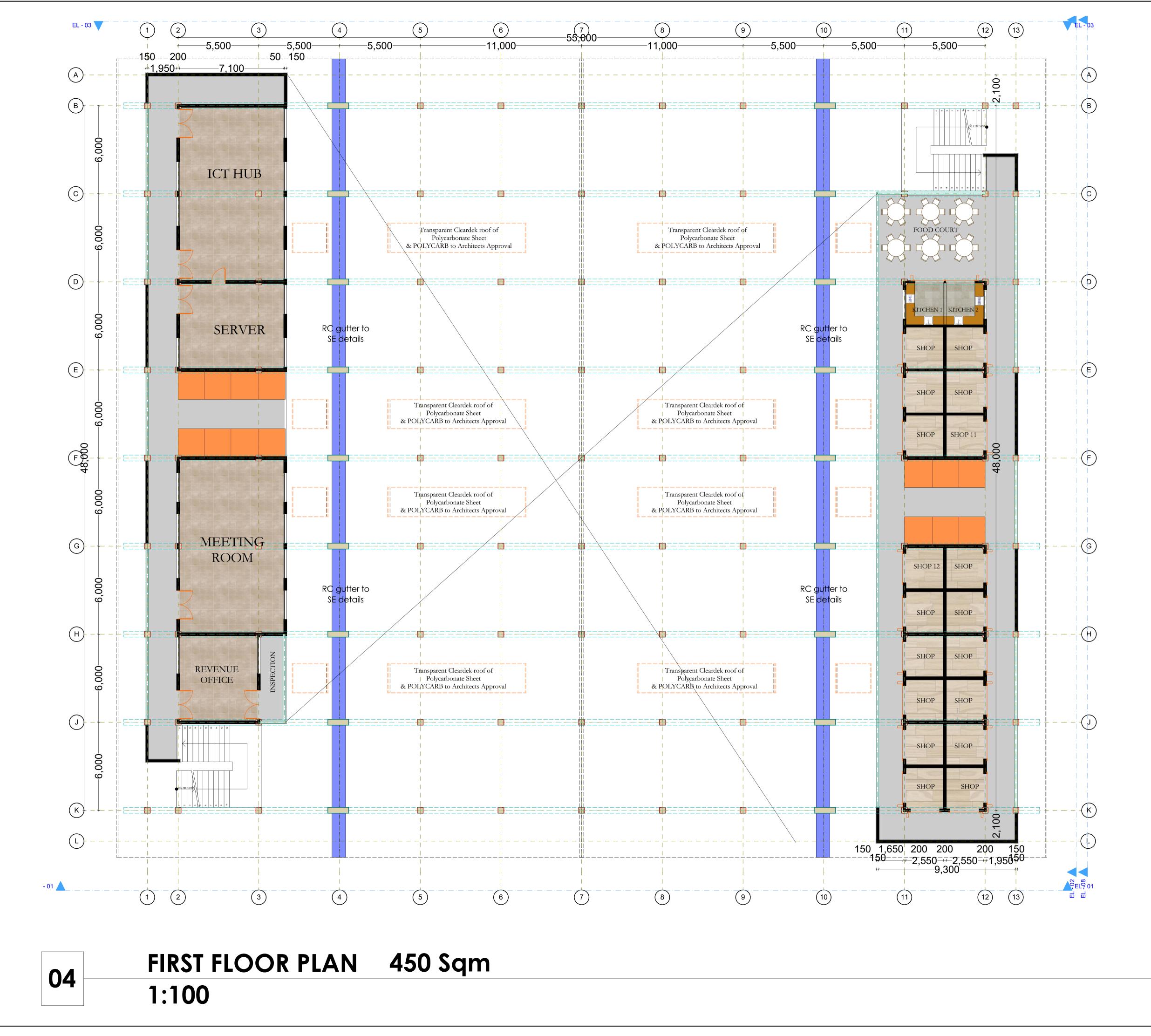
Approved By:

SECRETARY, URBAN AND METROPOLITAN DEVELOPMENT DEPARTMENT

Scale .:

Drawing No.:

Job No.:	Date.:	11 .06. 24



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URBAN AND METROPOLITAN DEVELOPMENT DEPARTMENT <u>Designed/Drawn By:</u> MARWA LEONARD

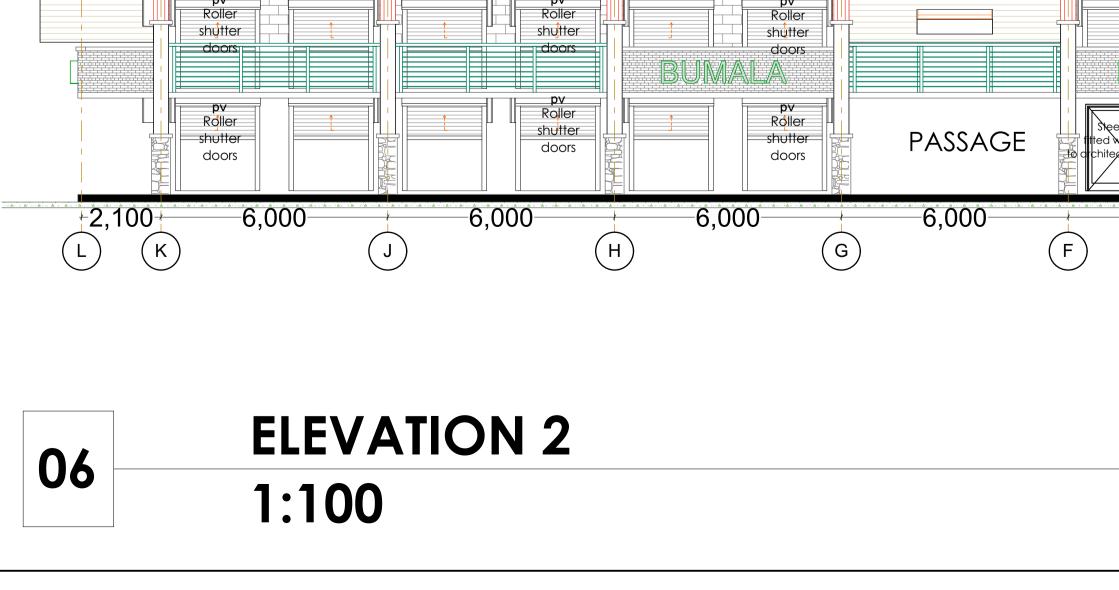
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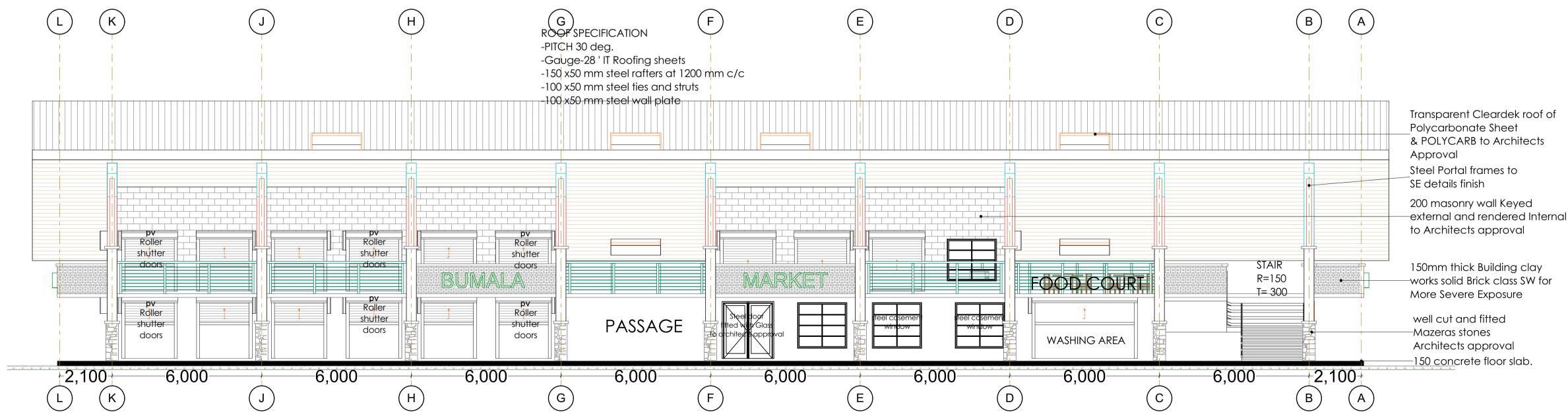
SECRETARY, URBAN AND METROPOLITAN DEVELOPMENT DEPARTMENT

Signature:

Date:

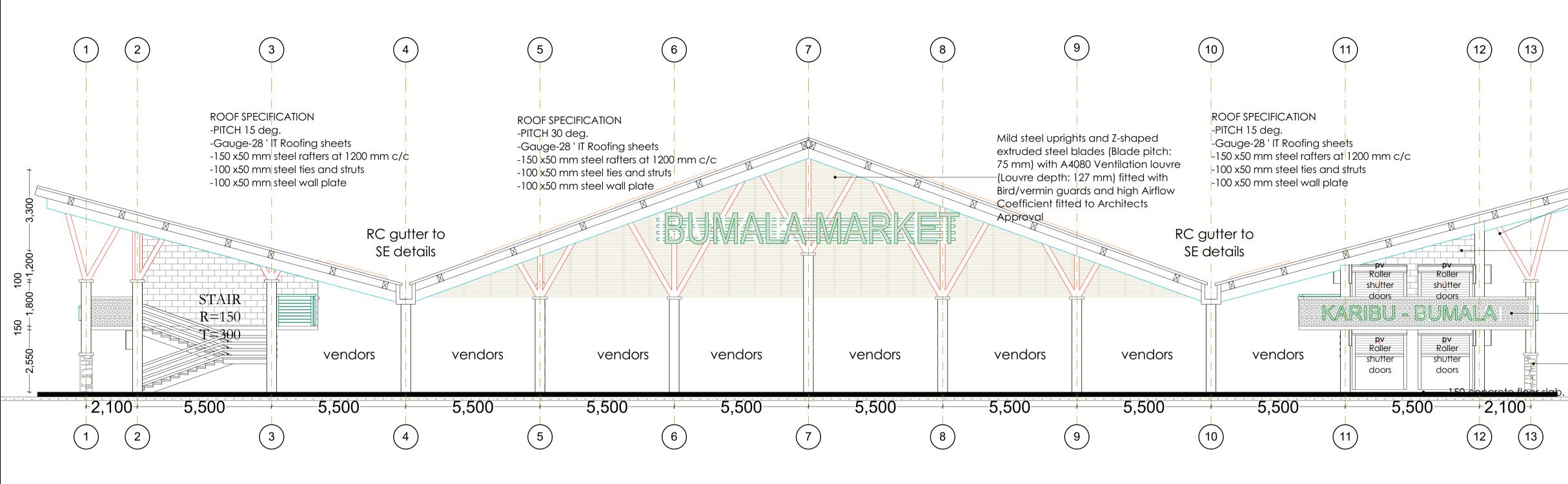
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1:100

11 .06. 24

Approved By:

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Scale .:

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Drawing No.:

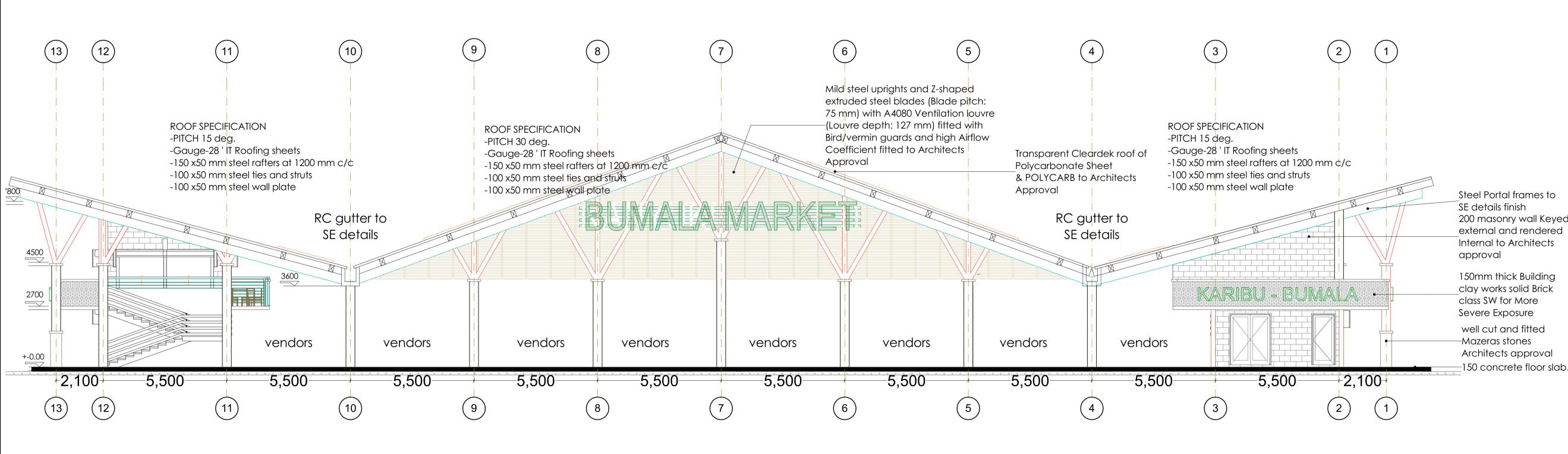
Job No.:	Date .:

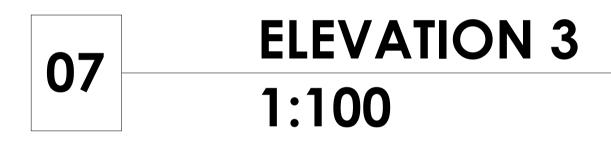
Steel Portal frames to SE details finish

200 masonry wall Keyed external and rendered Internal to Architects approval

150mm thick Building clay works solid Brick class SW for More Severe Exposure well cut and fitted -Mazeras stones

Ar<u>chite</u>cts approval Δ ·· Δ ·· Δ ·· · Δ ·

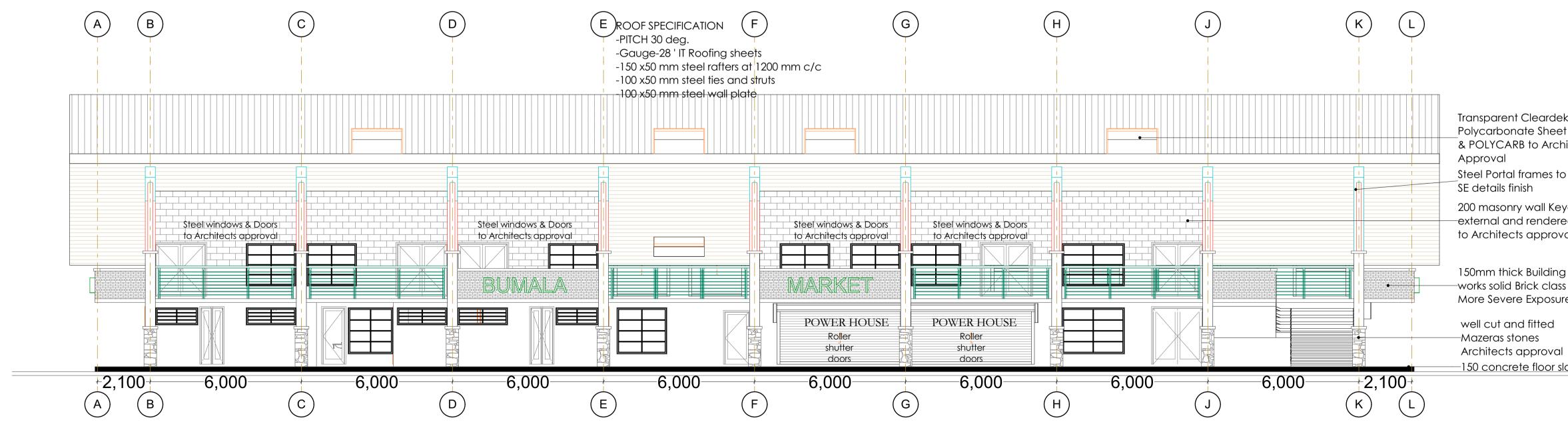




ELEVATION 4

1:100

08



NOTES

1. All dimensions are in millimetres

2. Dimensions to be read and not scaled off the drawing

3. Any discrepancy to be reported to the architect immediately 4. All R.C. works to be as per the S.E.'s drawings

and details

5. All walls under 200mm thickness to have hoop iron at alternate courses

6. All drainage pipes under slab to be encased in 150mm thick concrete surround

7. S.E. denotes Structural Engineer

8. All sanitary work to entire satisfaction of MoH and Local Authority

9. DPC to be three ply bituminous felt and approved by the architect

10. All doors and windows to schedule

11. All timber to be treated with approved quality anti-termite

12. Provide 300mm PC open concrete channel under RW downpipes to Civil Engineer's approval 13. All electrical work to be carried out by a licensed

electrician to the local authority engineer 14. This drawing to be read out in conjuntion with structural, mechanical and electrical engineer's

drawings

FIRE SAFETY NOTES

1. Automatic booster pump for FHRs to be provided to the satisfaction of the Chief Fire Officer

2. Electrical fire alarm system to the approval of Chief Fire Officer

4. Fire alarm and booster to be provided with secondary power supply

5. 2x9kg Dry Powder Fire Extinguishers at parking areas 6. 2x9 litre water and 1x4.5kg CO_2 fire extinguishers to be provided per floor

REVISIONS

No	Date	Description	Initial

Project Title:

THE PROPOSED BUMALA MARKET BUSIA COUNTY

Plot No:

Client:

MINISTRY OF LANDS, PUBLIC WORKS, HOUSING AND URBAN DEVELOPMENT

STATE DEPARTMENT FOR HOUSING AND URBAN DEVELOPMENT

Drawing Title:

<u>Architect :</u>

URBAN AND METROPOLITAN DEVELOPMENT DEPARTMENT Designed/Drawn By: MARWA LEONARD

1:100

11 .06. 24

Approved By:

SECRETARY, URBAN AND METROPOLITAN DEVELOPMENT DEPARTMENT

Scale.:

Date .:

Signature:

Drawing No.:

Job No.:

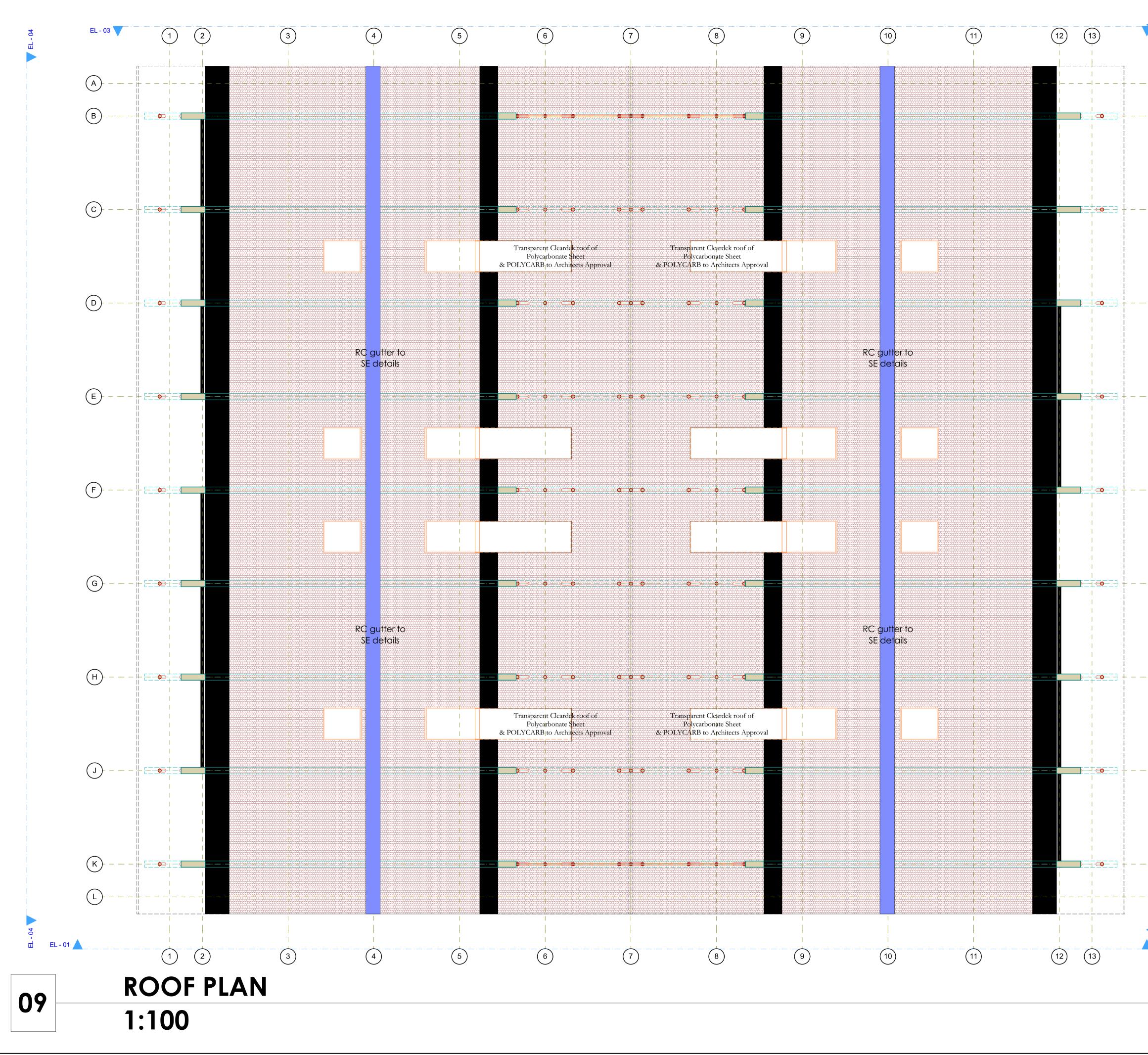
Transparent Cleardek roof of & POLYCARB to Architects

Steel Portal frames to

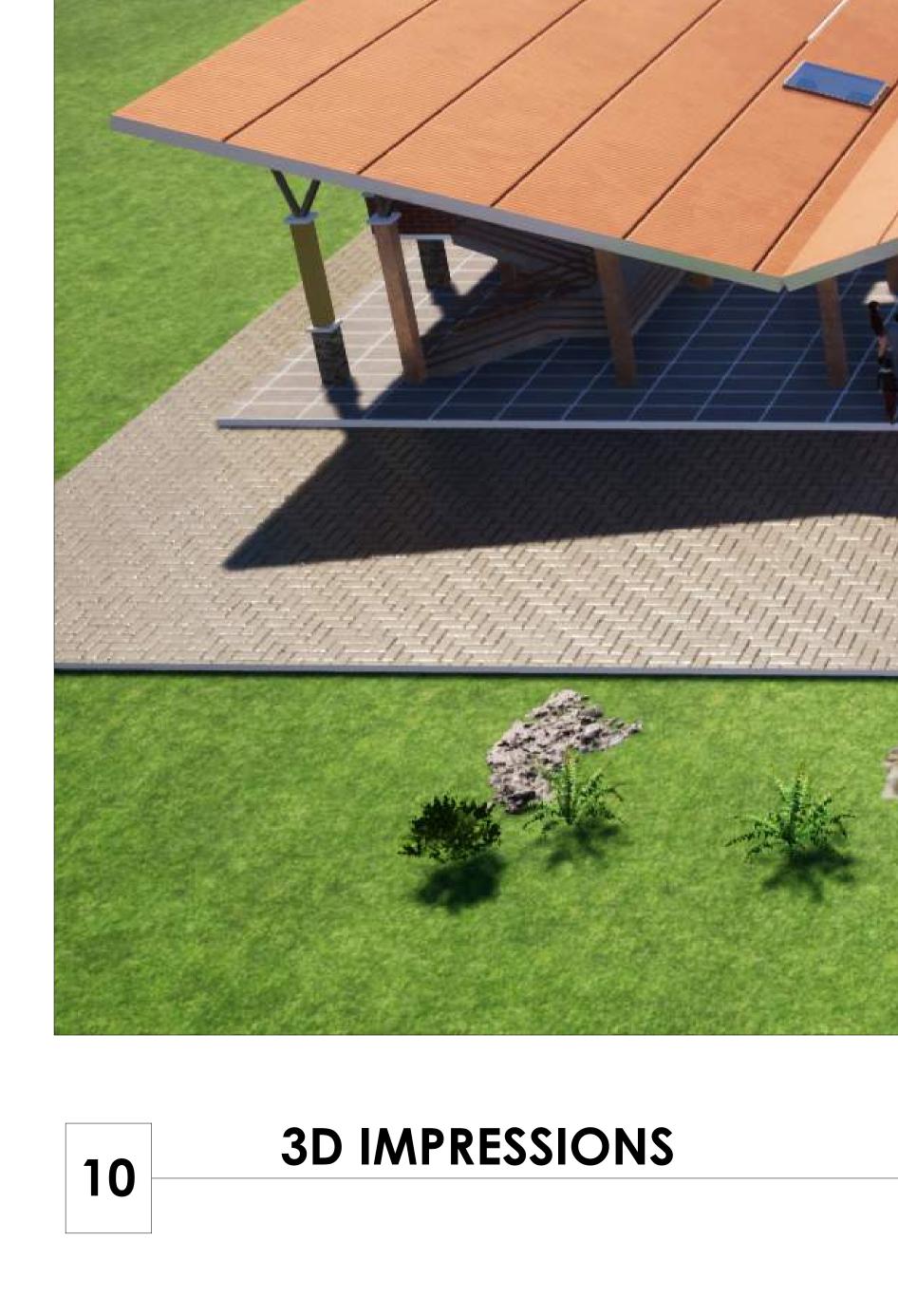
200 masonry wall Keyed -external and rendered Internal to Architects approval

150mm thick Building clay -works solid Brick class SW for More Severe Exposure

Architects approval <u>-150 concrete floor slab.</u>



- 03 A B	 All dimensions are in millimetres Dimensions to be read and not scaled off the drawing Any discrepancy to be reported to the architect immediately All R.C. works to be as per the S.E.'s drawings and details All walls under 200mm thickness to have hoop iron at alternate courses All drainage pipes under slab to be encased in 150mm thick concrete surround S.E. denotes Structural Engineer All sanitary work to entire satisfaction of MoH and Local Authority
C	 9. DPC to be three ply bituminous felt and approved by the architect 10. All doors and windows to schedule 11. All timber to be treated with approved quality anti-termite 12. Provide 300mm PC open concrete channel under RW downpipes to Civil Engineer's approval 13. All electrical work to be carried out by a licensed electrician to the local authority engineer 14. This drawing to be read out in conjuntion with atmetural.
D	structural, mechanical and electrical engineer's drawings FIRE SAFETY NOTES 1. Automatic booster pump for FHRs to be provided to the satisfaction of the Chief Fire Officer
E	 2. Electrical fire alarm system to the approval of Chief Fire Officer 4. Fire alarm and booster to be provided with secondary power supply 5. 2x9kg Dry Powder Fire Extinguishers at parking areas 6. 2x9 litre water and 1x4.5kg CO₂ fire extinguishers to be provided per floor
F	REVISIONS No Date Description Initial
G	
H	Project Title: THE PROPOSED BUMALA MARKET BUSIA COUNTY
	THE PROPOSED BUMALA MARKET BUSIA COUNTY Plot No: Client: MINISTRY OF LANDS, PUBLIC WORKS, HOUSING AND URBAN DEVELOPMENT
	THE PROPOSED BUMALA MARKET BUSIA COUNTY <u>Plot No:</u> <u>Client</u> : MINISTRY OF LANDS, PUBLIC WORKS,
	THE PROPOSED BUMALA MARKET BUSIA COUNTY Plot No:
	THE PROPOSED BUMALA MARKET BUSIA COUNTY Plot No:
	THE PROPOSED BUMALA MARKET BUSIA COUNTY Plot No:





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3D IMPRESSIONS







3D IMPRESSIONS

3D IMPRESSIONS



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SECTION VI - SPECIFICATIONS

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, Public Works and Housing General Specification dated 1976 or any subsequent revision thereof, 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.

SECTION VII – BILLS OF QUANTITIES

BILL OF QUANTITES

FOR

ITEM		DESCRIPTION	KSHS.	CTS.
	<u>BILL NO. 1</u>			
	PRELIMINARIES	& PROJECT PROVISIONS		
	SECTION 1			
	GENERAL AND	PARTICULAR PRELIMINARIES		
	GENERAL PRELI			
A		MS OF PRELIMINARIES AND PREAMBLES erted against items of Preliminaries in the Contractor's priced Bills of Quantities and		
	of Quantities or S	hall be deemed to have included in his prices or rates for the various items in the Bills Specification for all costs involved in complying with all the requirements for the n of the whole of the works in the Contract.		
	The Contractor is	advised to read and understand all preliminary items.		
В	-	S Bills, units of measurement and terms are abbreviated and shall be all the the proper execution of the whole of the works in the Contract.		
	CM	Shall mean cubic metre		
	SM	Shall mean square metre		
	LM	Shall mean linear metre		
	мм	Shall mean Millimetre		
	KG	Shall mean Kilogramme		
	NO	Shall mean Number		
	PRS	Shall mean Pairs		
		the British Standard Specification Published by the British Standards Institution, 2 don W.I., England.		
	Ditto - Shall mea it occurs.	n the whole of the preceding description except as qualified in the description in which		
	m.s.	Shall mean measured separately.		
	a.b.d	Shall mean as before described.		
	Approved	Shall mean approved by the Project Manager		
	As directed	Shall mean as directed by the Project Manager		
	CARRIED TO CO			

ITEM	DESCRIPTION	KSHS. CTS.
А	ALTERATIONS TO BILLS, PRICING, ETC.	
A	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.	
В	LIMITATIONS OF THE SITE	
	The site of the works shall be used solely for the purpose of executing and completing the Contract to the satisfaction of the Architect.	
	The Contractor shall make every effort to avoid, and in any event shall be liable for, any undue disturbance amounting to nuisance to the occupiers of the contiguous properties and/or to the Government's activities by reasons of noise, dust, traffic and the like or by neglect to control his workmen or materials and shall be responsible for all damage caused to any existing buildings, equipment or services of the Government on the site.	
С	PRELIMINARY INVESTIGATION OF THE SITE AND EXAMINATION OF DRAWINGS The Contractor shall be deemed to have visited, inspected and acquainted himself with the site and surroundings, general site and soil conditions, availability of materials, means of access or any other matter which may affect his tender previously to tendering. If the Contractor is unable to locate the site, he shall apply to the office of the Project Manager for direction to enable him to do so.	
	Details of drawings and other documents in connection therewith may be inspected at the office of the Project Manager during normal working hours by prior appointment.	
	No claim arising from the Contractor's failure to comply with the above will be considered. The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries herein.	
D	SETTING OUT	
	The Contractor shall set out the work in accordance with the dimensions and levels shown on the drawings and shall be responsible for the correctness of all dimensions and levels so set out by him and will be required to amend all errors arising from inaccurate setting out at his own cost and expense.	
	In the event of any error or discrepancy in the dimensions levels marked on the drawings being discovered, the Contractor shall report such errors or discrepancies to the Project Manager for his immediate attention. The Contractor shall not commence construction work until he has received written instruction from the Project Manager to adjust such proved discrepancies. Upon receipt of such instructions, the Contractor shall thereupon be responsible for adjustments necessary.	
	No claim for extra expense or relief from the provisions of the Contract based on any discrepancy or error in the dimensions or levels shown on the drawings may be made thereafter.	
	Before any work is commenced by Sub-Contractors or specialist firms, dimensions must be checked on the site and or building and agreed with the Contractor irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	KSHS. CTS.
А	BID SECURITY	
	The Contractor shall furnish, as part of his bid, a security as specified in the tender advertisement. The bid security shall, at the Contractor's option, be in the form of a certified cheque, bank draft, standby letter of credit or guarantee from a reputable bank located in Kenya or foreign bank which has been determined by the bidder to be acceptable to the Government. The format of the bank guarantee shall be in accordance with the sample forms of bid security included herein, other formats may be permitted, subject to the prior approval of the Government. Letters of credit, bank Guarantees issued as surety for the bid shall be valid for a period of One Hundred and Fifty (150) days from the date of Tender Opening.	
В	PERFORMANCE BOND.	
U	The Contractor shall find and submit on the Performance Bank Guarantee an approved bank who will be willing to be bound to the Government in an amount as specified in the Contract for the due performance 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.	
	No payment on account for the works executed will be made to the Contractor until he has submitted the Performance Bond to the Employer duly signed, sealed and stamped from an approved Bank.	
С	INSURANCE The Contractor shall insure as required in Clause 18 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 an Insurance Certificate that the provision of the forgoing 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	
D	upon to do so, produce the receipted premium renewals for the Project Manager's inspection. 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.	
	All such plant, tools and scaffolding shall comply with all regulations whether general or local in force throughout the period of the Contract and shall be altered or adapted during the contract as may be necessary to comply with any amendments in or additions to such regulations.	
E	TRANSPORT TO AND FROM THE SITE 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.	
	CARRIED TO COLLECTION	

A A	DESCRIPTION MATERIALS AND WORKMANSHIP. All materials and workmanship used in the execution of the work shall be of the best quality and	KSHS. C	
	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 ensure they are onsite when required		
	for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.		
	Tor use in the works. The bins of Quantities shall not be used for the purpose of ordering indicators.		
	The Contractor shall be responsible for the provision of all materials, transport and workmen required		
	for the works except in so far as may be stated otherwise herein and shall allow for the provision of		
	the foregoing except for such items specifically and only required for the use of Nominated Sub-		
	Contractors as described herein.		
	Any Materials for the work condemned by the Project Manager shall be removed immediately from		
	the site at the Contractor's expense.		
В	SIGN FOR MATERIALS SUPPLIED.		
D	The Contractor will be required to sign a receipt for all articles and materials supplied by the Project		
	Manager at the time of taking delivery 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.		
С	MATERIALS ON SITE		
	All materials for incorporation in the works must be stored on 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	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 Subcontractors are to be made liable for the cost of any storage		
	accommodation provided especially for their use.		
	accommodation provided especially for men use.		
	CARRIED TO COLLECTION		

ITEM	DESCRIPTION	KSHS. CTS.
А	SAMPLES	
	The Contractor shall furnish at the earliest possible opportunity before work commences and 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.	
	Such samples when approved shall be deemed to represent the minimum standard for the work to	
	which they apply.	
	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 Ministry of Roads, Housing and Public Works.	
	The presedure for submitting complex of parts sight for testing and the method of marking for	
	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.	
	soch samples and lesis except mose in connection with hominated sub-contractors work.	
_		
В	PROGRESS CHART. The Contractor is to prepare and submit within two weeks of possession of site, a time and progress	
	chart (in a format to be agreed with the Project Manager) showing the time and order in which he	
	proposes to carry out the works within the total construction time stated in the contract for the Project	
	Manager's approval. The chart shall show in detail the construction time and order in which each section	
	of the work is to be carried out and be sub-divided into trades or tasks. One copy of said progress	
	chart is to be handed to the Project Manager and a further copy to be retained on Site.	
	and is to be handed to the troped manager and a tornier copy to be retained on one.	
	Upon letting of sub-contracts, the Contractor shall incorporate times and details of each separate Sub-	
	Contractors' work (which information is to be agreed by the sub-contractors) and the chart shall be so	
	designed to accommodate this information.	
	At the end of each week the Contractor shall mark on the chart in a different colour the actual times	
	taken to complete the respective stages and sections of the work. The Contractor shall also show the	
	anticipated weekly resource mobilization (labour & equipment) required (divided into labourers and	
	craftsmen) and shall similarly mark up the actual numbers employed. The Contractor shall prepare and	
	submit weekly and monthly progress reports (including photographs) in a format to be approved by	
	the Architect.	
С	HOARDING	
-	The Contractor shall enclose all the site under construction with a hoarding 2400 mm high consisting of	
	iron sheets gauge 30 on 100 x 50 mm 2nd grade treated sawn cypress timber posts firmly secured at	
	1800 mm centres with two 75 x 50 mm 2nd grade treated sawn cypress timber rails. The Contractor is	
	in addition required to take all precautions necessary for the safe custody of the works, materials,	
	plant, public and Employer's property on the site.	
-		
D	AREA TO BE OCCUPIED BY THE CONTRACTOR The area of the site which may be occupied by the Contractor for use of storage and for the purpose	
	of erecting workshops, etc., shall be defined on site by the Project Manager.	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	KSHS. CTS.	l
A	OFFICE AND SHEDS	кэпэ. CI3.	
	The Contractor shall erect and maintain temporary office accommodation for his own use and ample		
	temporary watertight sheds for the proper storage and protection of materials and for the use of		
	artisans and remove when ordered. Floors of sheds shall be at least 150mm above ground level.		
	difisalis and remove when ordered. Thoors of sheds shall be drieds (150mm above ground level.		
В	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 standard type, 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 water 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 together with levelling		
	staff, ranging rods and 50 metre metallic or linen tape.		
В	WATER FOR THE WORKS		
	The Contractor shall provide at his own risk and cost all necessary water required for use in the works,		
	including the work of Sub-Contractors. 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 fees and		
	obtain all permits in connection herewith.		
	All water shall be fresh, clean and pure, free of earthy, vegetable or organic matter, acid or alkaline		
	substance in solution or suspension.		
	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 Sub-contractors		
	are to be made liable for the cost of any water used and for any installation provided especially for		
	their own use and recovering payments due from the Sub-Contractors shall be the Contractor's sole		
	responsibility.		
С	LIGHTING AND POWER FOR THE WORKS		
C	The Contractor shall allow for providing and maintaining a temporary electricity supply for the works		
	including that required by Sub-Contractors and specialist requirements on site and for connection,		
	metres, wiring and fittings, etc. to give artificial lighting and power necessary for the execution of the		
	work. The Contractor shall pay all charges in connection and clearing away and make good all works		
	disturbed after completion. The Contractor shall pay all fees and obtain all permits in connection		
	therewith. Nominated Sub-contractors are to be made liable for the cost of any electricity used and for		
	any installation provided especially for their own use and recovering payments due from the Sub-		
	Contractors shall be the Contractor's sole responsibility.		
	The Contractor shall allow for upgrading of the temporary power supply, if so required, to meet all the		
	requirements for the completion of the works.		
	CARRIED TO COLLECTION		
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ITEM	DESCRIPTION	KSHS. CTS.	
А	SECURITY OF THE WORKS		
	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 by day and night to ensure due protection and security of the works		
	against theft, loss or damage and the protection of the public and other persons.		
	against ment, loss of damage and me profection of the public and other persons.		
	He shall provide all barriers, notices and watchman to prevent access of unauthorised persons into the site. The Contractor will be liable on all consequences of theft from the site of his own or Sub-Contractors' or Suppliers' materials or equipment. Any such theft will not relieve the Contractor of his liability for completion on time. No claim will be entertained from the Contractor for not maintaining		
	adequate security for both the works and the workers.		
В	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.		
С	SUPERVISION AND WORKING HOURS		
	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.		
D	CONTRACTOR'S SUPERINTENDENT/SITE AGENT		
	The Contractor shall provide full and adequate supervision during the progress of the works and 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.		
Е	PROVISIONAL WORK		
	All work described as "Provisional" in these Bills of Quantities is subject to re-measurements 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 be 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		
	measurement to be taken and afterwards reinstate at his own expense.		
F	PROVISIONAL SUMS.		
•	The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in		
	Section A item A6(i) of the Standard Method of Measurement. Such sums are nett and no addition shall		
	be made to them.		
	be made to them.		
	CARRIED TO COLLECTION		

ITEM	DESCRIPTION	KSHS.	CTS.
А	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 as described for Variations, 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 Prime Cost Sum, and profit and attendance		
	comparable to that contained in the priced Bills of Quantities for similar items added.		
P			
В	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 A6 (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.		
C			
С	ADJUSTMENT OF PRIME COST SUMS. In the final account all Prime Cost 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 Prime		
	Cost Sums shall be adjusted in the final account proportionately (pro-rata) to the net amount properly		
	expended. Items of "attendance" shall not be subject to proportional adjustment of the Prime Cost Sums		
	but to the physical extent of the work executed. This shall apply even though the Contractor's priced		
	Bills of Quantities show a percentage in the rate column in respect of this item.		
	Should the Contractor be permitted to tender and his tender be accepted of any work for which a		
	Prime Cost 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.		
D	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".		
	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 Prime Cost Sum in		
	the Bills of Quantities and to pay for the same directly. In any such instances, profit relative to the P.C.		
	Sum in the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.		

TEM	DESCRIPTION	KSHS.	CTS.
А	ATTENDANCE UPON OTHER TRADESMEN, ETC.		
	The Contractor shall allow for the attendance 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.		
В			
	The Contractor shall take delivery as directed by the Project Manager of all materials or goods supplied by the Nominated Suppliers and shall sign a receipt as having received them in good order and condition. The Contractor shall insure, off load, transport to site, unload, hoist, provide safe storage and thereafter be responsible for any loss or damage or replacement of any such lost or damaged articles at his own expense and shall return empty cases if so required.		
С	FIXING ONLY		
	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 in weather protected storage, unpack, assemble as necessary, distribute to position, hoist and fix only.		
	Fixing only items to be supplied under Provisional or Prime Cost Sums or items to be supplied by the Government shall include the above.		
D	BLASTING OPERATIONS		
	Blasting will only be allowed with the express permission of the Project Manager in writing. All blasting activities 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.		
E	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.		
F	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.		
	In the event of any damage occurring to the works, materials, sewers, drains, gullies, paths or other works on the site in temporary possession of the Contractor for the purpose of this contract either from		
	the weather, want of proper protection, defects or insufficiency of the works of any other cause whatsoever during the progress of the works, the Contractor shall be responsible and shall without extra charge, make good all damage and pay all costs which may be levied.		
	CARRIED TO COLLECTION		

ITEM	DESCRIPTION	KSHS. CTS.
	REMOVAL OF RUBBISH ETC.	K5115. C15.
A		
	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.	
В	WORKS TO BE DELIVERED UP CLEAN	
	Before handing over any building the Contractor shall properly clean and flush all gutters, rainwater	
	and waste pipes, manholes and drains and wash (except where such treatment might cause damage)	
	all floors, sanitary fittings and finished surfaces, clean 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 metal work and leave all sanitary and	
	other appliances in full working order. He shall also cut and weed all grassed areas, clean down	
	external steps, paths and roads and leave the whole in perfect condition ready for occupation. The	
	whole of the building shall be left watertight, clean, perfect and fit for occupation to the approval of	
	the Project Manager.	
С	GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.	
	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.	
	pensions and hondays for workpeople of so the safety, nearly and wendle 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	
	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.	
D	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. His tender must include for all costs arising or resulting therefrom.	
E	STANDARD LEVY	
	The Contractor's attention is drawn to the Legal Notice No. 267 of 22nd June 1990 which require	
	payment by the Contractor of a Standard Levy. His tender must include for all costs arising or resulting	
	therefrom.	
F	THE NCA REGULATIONS	
	The Contractor's attention is drawn to The National Construction Authority Regulations Legal Notice No.	
	74 dated 6th June 2014. The Contractor must ensure that the project, his workers and site supervisors	
	are registered and accredited under the NCA regulations.	
_		
G	NEMA REQUIREMENTS	
	The Contractor shall be responsible for complying with NEMA requirements and shall allow for all costs	
	arising or resulting therefrom. No claim of extension of time shall be allowed as result of complains	
	regarding NEMA requirements.	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	KSHS.	CTS.
A	COVID-19 REGULATIONS COMPLIANCE		
~	The Contractor is required to comply with all COVID-19 regulations and requirements as stipulated in by-laws (and any subsequent revisions) of the Republic of Kenya and any directives issued at any time by the Government of Kenya.		
В	FIRM PRICE CONTRACT Unless otherwise specifically stated, price adjustment has been allowed for in this contract due to its complexity and scope, and an amount has been provided in the provisional sums/works for that purpose of adjustments for labour and/or materials during the currency of the contract.		
С	VALUE ADDED TAX		
C	The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1st September, 1993, and any other amendments thereafter, which requires payment of VAT on all Building Construction Contracts. The Contractor should therefore include allowance in his rates and prices for prices for VAT and any other Government taxes currently in force.		
	The Contractor is to add VAT to the final figure at the Tender Summary and the tender will be deemed to include for all costs arising or resulting therefrom.		
D	OCCUPATION CERTIFICATE		
U	The Contractor's attention is drawn to the requirement of obtaining an occupation certificate from Laikipia County upon completion of the works and subsequent occupation of the completed premises. The Contractor shall therefore allow for any sums or monies payable to the County for the same including liaising with them to obtain the said Certificate.		
Е	STAMP CHARGES The Contractor shall allow for the payment of all stamp charges in connection with the Surety Bond and		
	the Contract Agreement.		
F	WARRANTY, GUARANTEES & MAINTENANCE MANUALS		
•	The Contractor shall submit all warranties, guarantees and manuals for specialized materials, workmanship and installed equipment, all in their name, to the Employer within the defects liability period.		
G	AS-BUILT DRAWINGS & DOCUMENTATIONS		
J	The Contractor is to allow for costs of preparing as-built/ as-installed drawings and requisite documentation (in a format approved by the Project Manager). These shall be submitted within the defects liability period and shall be a true representation of all the works carried out on ground.		
н	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, 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.		
	CARRIED TO COLLECTION		

ITEAA	DECOUDTION	VCUC ATC
	DESCRIPTION	KSHS. CTS.
A	COPYRIGHT, DETAILS TO BE PRIVATE AND CONFIDENTIAL	
	The copyright of these Bills of Quantities is vested in the Project Manager and they may not be	
	reproduced in whole or in part without the Project Manager's written permission.	
	The Drawings, Bills of Quantities and Contract documents applicable to this contract are restricted by	
	copyright. The Contractor shall treat the details of this Contract as private and confidential for his own	
	information only and shall not publish or disclose the details of the Contract in any trade or technical	
	paper or elsewhere (except as necessary for the purpose hereof) without the previous consent in	
	writing of the Project Manager.	
	winning of the Project Manager.	
	CARRIED TO COLLECTION	
	COLLECTION	
	Brought Forward from Page Bill $1/1$	
	Brought Forward from Page Bill 1 / 2	
	Brought Forward from Page Bill 1/2	
	Brought Forward from Page Bill 1/ 3	
	Brought Forward from Page Bill 1/4	
	Brought Forward from Page Bill $1/5$	
	Brought Forward from Page Bill $1/6$	
	Brought Forward from Page Bill $1/7$	
	Brought Forward from Fage Bill 1/ 7	
	Brought Forward from Page Bill 1/8	
	Brought Forward from Page Bill 1/9	
	Brought Forward from Page Bill 1/10	
	Brought Forward from Page Bill 1/11	
	ΤΟΤΑΙ	
	GENERAL PRELIMINARIES	
	CARRIED TO SUMMARY OF BILL NO. 1	
•	· ·	

DESCRIPTION	KSHS.	CTS.
PARTICULAR PRELIMINARIES		
(i) Employer		
The Term "Employer" shall be deemed to mean The Principal Secretary , SDHUD Represented by the		
Secretary, Urban and Metropolitan Development, P.O. Box 30450-00100, NAIROBI.		
The term "Employer" and "Government" wherever used in the contract document shall be synonymous.		
(ii) Project Manager		
The term "Project Manager" or "P.M." wherever used in these Bills of Quantities shall be deemed to		
imply the Project Manager as defined in the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the Government.		
(iii) Architect		
The term "Architect" shall be deemed to mean "The P.M." as defined above whose address unless		
otherwise notified is Urban Development Department, P.O. Box 30450-00100, NAIROBI.		
(iv) Quantity Surveyor		
The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above whose address		
unless otherwise notified is Urban Development Department, P.O. Box 30450-00100, NAIROBI.		
(v) Electrical Engineer		
The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above whose address		
unless otherwise notified is Urban Development Department, P.O. Box 30450-00100, NAIROBI.		
(vi) Mechanical Engineer		
The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose address		
unless otherwise notified is Urban Development Department, P.O. Box 30450-00100, NAIROBI.		
(vii) Civil/ Structural Engineer		
The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above whose address		
unless otherwise notified is Urban Development Department, P.O. Box 30450-00100, NAIROBI.		
LOCATION OF THE SITE		
The site for works is located within the jurisdiction of the County Government of Busia. The Tenderer		
shall be deemed to have visited the site and familiarised himself with all site conditions prior to		
submission of tenders. No claims arising from tenderer's failure to do so will be entertained.		
The site is located in Busia County within Butula Constituency.		
The site is located in Busia County within Butula Constituency.		
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The site is located in Busia County within Butula Constituency.		

ITEM	DESCRIPTION	KSHS. CTS.
A	SCOPE OF THE CONTRACT The works to be carried out under this contract comprise of development of a new retail market hub comprising: Parking and loading zones; Administration offices and Meeting rooms; Security and Surveilance office; Dispensary, Daycare; Foodcourt and hot kitchens; Trader stalls; Public Toilets; Storage Units; External Works including a boundary wall, landscaping; Gate Houses; and Civil Works.	
	Services installations comprise of mechanical installations and electrical installations.	
В	DESCRIPTION OF THE WORKS The works comprise of development of a retail market with associated facilities as per the above scope to completion to the specifications given.	
С	MEASUREMENTS The measurements for all Contract Bills shall be in accordance with the Standard Method of Measurement of Building and Associated Civil Works for Eastern Africa, published by the Architectural Association of Kenya, Quantity Surveyors Chapter; 2nd Edition Metric; (June 2008).	
	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 the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with the said Conditions.	
D	EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT Attendance; Clause B20(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 and 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.	
	Provisional Sums; Clause A6(i) of the Standard Method of Measurement is deleted and the following clause is substituted:-	
	The term "provisional sum" shall mean a sum provided for work or for costs which cannot be entirely foreseen, defined or detailed at the time the tendering documents are issued. Such sum shall be deemed to be exclusive of any profit and any attendance required by the general contractor and provision shall be made for the addition thereof.	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	KSHS.	CTS.
А	TENDER DOCUMENTS		
~	Tender documents are as listed in Page 4/B of the Instruction to Tenderers.		
В	PRICING RATES		
D	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.		
С			
	The bidder shall append his / her signature and / or company's rubber stamp on each and every page of tender document.		
D	DELIVERY OF TENDER		
	Tenders and all documents in connection therewith must be delivered in an 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.		
Е	SUFFICIENCY OF TENDER		
-	The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works, the rates and prices stated in the priced Bills of Quantities, which		
	rates and prices shall cover all his obligations under the contract and all matters and things necessary for the proper execution, completion and maintenance of the works.		
F	CONTRACT PERIOD		
	The contract period in accordance with of the conditions of contract must be adhered to.		
	The Project Manager shall strictly monitor the Contractor's progress in relation to the progress chart		
	and should it be found necessary the Project Manager shall inform the Contractor in writing that his		
	actual performance on site is not satisfactory. In all such cases the Contractor shall accelerate his rate		
	of performance production and progress by all means; such additional labour, plant, etc. and working overtime shall be at the Contractor's cost.		
G	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/ she deems that he/she may incur by having to		
	complete these works within the stipulated contract period.		
н	SIGNBOARD		
	Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards		
	clearing away a maximum of 4 No. signboards as designed, specified and approved by the Project Manager.		
J	LABOUR CAMPS		
	The Contractor shall not be allowed to house labour on site.		
	CARRIED TO COLLECTION		

ITEM	DESCRIPTION	KSHS.	CTS.
A	EXISTING SERVICES Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the		
	exact position, depth and level of all existing services in the area and he/she shall make whatever		
	provisions may be required by the authorities concerned for the support, maintenance and protection		
	of such services.		
В	DEMOLITIONS AND ALTERATIONS		
	The Contractor is to allow for all temporary protection required during the works including ordinary and special dust screens, hoardings, barriers, warning signs, etc as directed by the Project Manager		
	and as necessary for the adequate propping and protection of existing property, finishes, workmen		
	employed on the site, employer's agents and the public. Any damage or loss incurred due to the		
	insufficiency of such protection must be made good by the Contractor. All protective devices are to be		
	removed on completion of the works and any necessary making good consequent upon this is to be		
	executed to the satisfaction of the Project Manager.		
	The works shall be propped, strutted and supported as necessary before any alteration or demolition		
	work commences. Prices shall include for all cleaning and preparatory work to structure and finishes		
	and for making good to all finishes on completion whether or not specifically described. Unless		
	described as set aside for re-use all arising debris and surplus materials shall be carefully removed		
	from building and carted away from site. The Contractor shall be entirely responsible for any		
	breakage or damage which may occur to materials required for re-use during their removal unless it is certified by the Project Manager that such damage or breakage was inevitable as a result of the		
	condition of the item concerned.		
С	MATERIALS FROM DEMOLITIONS		
	Any reusable materials arising from demolitions and not re-used in this contract shall become the		
	property of the Government. The Contractor shall allow in his rates the cost of transporting the such materials to the location specified by the Project Manager.		
D	PREVENTION OF ACCIDENT, DAMAGE OR LOSS		
	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 Employer. The		
	Contractor shall allow in his rates any expense he deems necessary by taking such care within site.		
Е	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	WORKING CONDITIONS		
	The Contractor shall also allow in his rates for any interference that he may encounter in the course of		
	execution of the works for the Government may, in some cases, ask the Contractor not to proceed with		
	the works until some activities within the site are completed.		
	CARRIED TO COLLECTION		

ITEM	DESCRIPTION	KSHS.	CTS.
А	PAYMENTS		
	All payments shall be made in accordance with Clause 14 of the Conditions of Contract. The tenderer's attention is drawn to the fact that no payments shall be effected other than as prescribed. In order to facilitate this, a list of the general component elements for the works is given at the summary page of these specifications and the tenderer is requested to break down his tender sum commensurate to the said elements.		
В	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.		
С	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 a claim or intent to claim notice to the Project Manager within the contract period. No claim shall be entertained upon the expiry of the said contract period.		
D	FORM OF CONTRACT The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Works: Building and Associated Civil Engineering Works (2021 Edition) included herein.		
Е	SPECIAL CONDITIONS OF CONTRACT - Procuring Entity's name and address: <u>As prescribed in the Particular Preliminaries</u>		
	- Name and Ref. NO. of Contract: As prescribed in the Particular Preliminaries		
	- Project Manager name and Address: As prescribed in the Particular Preliminaries		
	- Contrator's Representative name: <u>To be advised by the Contractor upon Contract Award.</u>		
	- Key Personnel names: <u>To be advised upon Contract Award.</u>		
	- Time for completion: To be filled by the tenderer in the Form of Tender		
	- Defects Notification period: <u>6 months</u>		
	- Sections: To be advised by the Project Manager upon Contract Award.		
	- Electronic Transmission Systems: To be advised by the Project Manager upon Contract Award.		
	- Time for the Parties entering into a Contract Agreement: <u>Within 30 days</u>		
	- Commencement date: To be advised by the Project Manager upon Contract Award.		
	- Time for access to the Site: <u>No later than the Commencement Date, and not later than 14 days after</u> <u>Commencement Date</u>		
	- Project Manager duties and Authority: <u>Variations resulting in an increase of the Accepted Contract</u> <u>Amount in excess of 1% shall require approval of the Procuring Entity.</u>		
	CARRIED TO COLLECTION		

ITEM	DESCRIPTION	KSHS. CTS.
	<u>Special Conditions of Contract (cont.)</u> - Performance security: 10 <u>% of the contract amount from a reputable bank</u>	
	- Liquidated and Ascertained damages: <u>At the rate of Kshs 40,000 per week or part thereof</u>	
	- Maximum amount of damages: 2% of the final Contract Price.	
	- Provisional Sums: <u>2%</u>	
	- Adjustment for changes in cost: <u>To be advised by the Project Manager upon Contract Award.</u>	
	- Total Advance Payment: 20% of the accepted Contract Price.	
	- Repayment amortization rate of advance payment: <u>To be advised by the Project Manager upon</u> <u>Contract Award.</u>	
	- Percentage of Certified Value Retained: <u>10% of the Contract Price</u>	
	- Limit of Retention: <u>5% of the Contract Price</u>	
	- Plant and Materials: To be advised by the Contractor upon Contract Award.	
	- Minimum amount of Interim Payment Certificates: 5% of the Contract Price	
	- Publishing source of commercial interest rates for financial charges in case of delayed payment: <u>To</u> <u>be advised by the Project Manager upon Contract Award.</u>	
	- Maximum total liability of the Contractor to the Procuring Entity : <u>To be advised by the Project</u> <u>Manager upon Contract Award.</u>	
	- Periods for submission of insurance: <u>30 days</u>	
	- Maximum amount of deductibles for insurance of the Procuring Entity's risks: <u>To be advised by the</u> <u>Project Manager upon Contract Award.</u>	
	- Minimum amount of third-party insurance: <u>To be advised by the Project Manager upon Contract</u> <u>Award.</u>	
	- The place of arbitration : <u>Kenya</u>	
A	TAXES AND OTHER STATUTORY REQUIREMENTS The Contractor shall make allowance for costs incurred in complying with all statutory requirements including payment of taxes and other rates. No claims shall be entertained for contractor's failure to quote for the same or spread such costs in the rates for individual items.	
	The contractor shall include in the rates for any other costs which are not captured with items in this Bills of Quanties	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	KSHS. CTS.
	COLLECTION	
	Brought forward from page Bill 1/13	
	Brought forward from page Bill 1/14	
	Brought forward from page Bill 1/15	
	Brought forward from page Bill 1/16	
	Brought forward from page Bill 1/17	
	Brought down from Bill 1/18	
	TOTAL PARTICULAR PRELIMINARIES	
	CARRIED TO SUMMARY OF BILL NO. 1	

PROPOSED CONSTRUCTION OF BUMALA COUNTY STRATEGIC MARKET IN BUSIA COUNTY BILL NO. 1 PRELIMINARIES SUMMARY 1. GENERAL PRELIMINARIES 2. PARTICULAR PRELIMINARIES 3. BUI 1/12 2. PARTICULAR PRELIMINARIES 4. BUI 1/19 4. BUI 1/19 5. BUI 1/19				
PRELIMINARIES SUMMARY 1. GENERAL PRELIMINARIES 2. PARTICULAR PRELIMINARIES 3. BIII 1/12 4. BIII 1/12 5. BIII 1/12 6. BIII 1/12 6. BIII 1/12 7. GENERAL PRELIMINARIES 8. BIII 1/12 9. BIII 1/12 <t< th=""><th>PROPOSED CONSTRUCTION OF BUMALA COUNTY</th><th>STRATEGIC MARKET IN BUSIA COU</th><th>JNTY</th><th></th></t<>	PROPOSED CONSTRUCTION OF BUMALA COUNTY	STRATEGIC MARKET IN BUSIA COU	JNTY	
SUMMARY PAGE NO. PAGE NO. PAGE NO. SUMMARIES SUMMA	BILL NO. 1			
I. GENERAL PRELIMINARIES 2. PARTICULAR PRELIMINARIES iiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiii	<u>PRELIMINARIES</u>			
1. GENERAL PRELIMINARIES : BIII 1/12 2. PARTICULAR PRELIMINARIES : BIII 1/19 HILLING HILLING	SUMMARY			
2. PARTICULAR PRELIMINARIES : BIII 1/19		PAGE NO.		
	1. GENERAL PRELIMINARIES	: Bill 1/12		
	2. PARTICULAR PRELIMINARIES	: Bill 1/19		

BILL NO. 1

PROJECT PROVISIONS

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS. CTS.
	<u>SECTION 2</u>				
	PROJECT PROVISIONS				
	Note: The following provisions are the Project Manager's				
	Project Provisions. The Contractor is advised to price for other				
	<u>preliminaries under the General and Particular Preliminaries</u> Section in this tender document.				
A	<u>Project Manager's Supervision</u> Allow a Provisional Sum of Kenya Shillings Five Million Five Hundred Thousand (Kshs. 5,500,000.00) to be expended as directed by the Project Manager for the Project Management Team during the currency of the project	LUMP			5,500,000.00
В	<u>Project Manager's Site Office, Furniture and Equipment</u> Allow a Provisional Sum of Kenya Shillings For Hundred Thousand (Kshs. 400,000.00) for the Project Manager's miscellaneous account for the due performance of the Project Manager's office, to be spent in whole or part as instructed by the Project Manager and to be reimbursed against receipts.	LUMP			400,000.00
	<u>Services for the Project Manager's Staff and Offices</u> Allow a Provisional Sum of Kenya Shillings Five Hundred Thousand (Kshs. 500,000) to be expended as directed by the Project Manager for design reviews, model making, documentation and liaison with county Government staff.				500,000.00
Е	Allow a Provisional Sum of Kenya Shillings Four Hundred and Eighty Thousand (Kshs. 480,000.00) to be expended as directed by the Project Manager for carrying out Environmental scoping, Monitoring and requisite audits for the project including Implementation of the Environmental Management plan and obtaining NEMA license	LUMP			480,000.00
F	Allow a Provisional Sum of Kenya Shillings Four Hundred and Sixty Thousand (Kshs. 460,000.00) to be expended as directed by the Project Manager for HIV/AIDS awareness creation and sensitization during project implementation.	LUMP			460,000.00
G	<u>Profit and Overheads</u> Allow for Profit and overheads in relation to items A-F above.	%			
	Carried Forward to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS. CTS.
A	<u>Project Manager's Staff</u> Provide for sum of Kenya Shillings Two Million Five Hundred Thousand (Kshs. 2,500,000.00) to be expended at the discretion of of the project manager for supervision as follows: 1 No. Clerks of Works, and 1 No. Inspector of Works	LUMP SUM			2,500,000.00
В	<u>Project Manager's Vehicle</u> Provide a sum of Kenya Shillings One Million Four Hundred Thousand (Kshs. 1,400,000.00) to be expended at the discretion of the project manager for fueling and maintaining project manager's vehicle during the entire project duration and defects liability period	LUMP SUM			1,400,000.00
С	Allow a provisional Sum of Kenya Shilling One Million (kshs. 1,000,000.00) to be expended at the discretion of the project manager for stakeholder engagement				1,000,000.00
	<u>Profit and Overheads</u> Allow for Profit and overheads in relation to items A, B and C above.	%			
	Project Manager's Equipment				
D	Supply Brand New laptop computer as "HP Omen 16" with the following mnimum specifications: 11th Gen Intel Core i7-11800H; 16GB RAM; 1TB SSD; 16" FHD IPS Displa;y Bluetooth; Webcam; WiFi; NVIDIA RTX 3070 8GB Graphics Windows 11 Together with 1 vear Guarantee	1	NO	350,000	350,000.00
E	Supply brand new Epson WorkForce Pro WF-C869RDTWFC with Printer with print, fax, scan and copy facilities up to A3 plus 180k; colour printing; delivered with one year guarantee	1	NO	500,000	500,000.00
	Cominal Formund to Collection				
	Carried Forward to Collection				
A	SMART STALLS Allow a Prime Cost Sum of Kenya Shillings Eighteen Million (Kshs. 18,000,000.00) to be used in whole or in part as directed by the Project Manager for the Supply and Installation of Smart Stalls by a nominated sub-contractor.		SUM		18,000,000.00
В	Allow for attendance for Item "A" above		%		
С	Allow for Profits and Overheads for Item "A" above		%		

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS. CTS	;.
	<u>COLLECTION</u>					
	Brought Forward from Page Bill 1/1					
	Brought Forward from Page Bill 1/2					
	Brought Down from Above					
	TOTAL CARRIED FORWARD TO GRAND SUMMARY					

BILL NO. 2

MARKET BUILDING

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO. 2				
	MARKET BUILDING				
	SECTION NO. 1: SUBSTRUCTURE				
A	<u>Site Clearance</u> Clear site of all grass, hedges, shrubs, bushes grub up roots, load and burn the arising material on site	SM	3,335		
	<u>Vegetable soil</u>				
В	Strip off vegetable soil, 200mm deep, and deposit in temporary spoil heaps on site; all for double handling of material and movement on site	SM	3,335		
	Bulk Excavation in black cotton soil and other type of soil not exceeding 1.5m deep commencing from ground level	СМ	2,668		
D	Extra over excavation for breaking up builtup surfaces	SM	2,668		
	Column Base Excavations				
E	Excavate for column bases depth not exceeding 1.50 metres starting from formation levels.	СМ	358		
F	Ditto commencing from reduced level; 1.5-3.0m deep	СМ	120		
	Excavate for trenches, maximum depth 1.5m Excavate for strip foundations depth not exceeding 1.50 metres starting from formation levels.	СМ	262		
	Total Carried to Collection Page				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	Backfilling and Disposal Return, fill and ram selected excavated material around foundations and compact in layers not exceeding 150mm thick	СМ	369		
В	Approved imported fillings in murram or red soil to make up levels and around foundations: backfill, water and compact in 150 mm layers	СМ	668		
С	Load and cart away surplus spoil to disposal site approved by the local government	СМ	2,829		
	Excavation in hard material:				
D	Extra over all excavation for breaking up rock irrespective of class of rock	СМ	320		
E	Planking and Strutting Provide all necessary planking and strutting to uphold sides of excavations				
	Water Disposal				
F	Allow for keeping all excavations water free by pumping, bailing or otherwise.				
	Filling				
G	300mm Thick hardcore filling in making up levels; laid, well levelled and compacted in 150 mm thick (maximum) layers	SM	3,266		
Н	50mm Thick approved quality murram blinding to surfaces of hardcore.	SM	3,266		
	Total Carried to Collection Page				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
А	Anti- termite treatment Termidor 25EC anti-termite chemical treatment, or other equal and approved anti-termite insecticide: applied by approved professional pest control specialist: applied strictly in accordance with the manufacturer's instructions: 10 year	SM	3,266		
В	Damp proof membrane 1000 Gauge polythene sheet damp proofing membrane laid over hardcore bed, laid in minimum 150mm side laps; (measured nett - no allowances made for laps) - Allow for laps.	SM	3,266		
с	Mass Concrete 50mm thick Plain concrete mix 1:3:6 blinding to the strip foundation footing.	SM	437		
D	Ditto to the column base footing	SM	239		
E	Vibrated reinforced concrete class 25/20 in:- 200mm thick strip foundation footing	SM	437		
F	Column Bases	СМ	83		
G	Substructural columns	СМ	39		
н	150 mm floor slab	SM	3,266		
	Total Carried to Collection Page				

Reinforcement to BS 4449:1997, Grade 460B high strength type 2 Ribbed bars with proof stress of 460 N/mm2; Including all necessary cutting, bending fixing and provision of spacer blocks and stools to S.F's detail (MEASURED PROVISIONALLY).KG17.004AAssorted barsKG17.004BSteel mesh fabric reinforcement to BS 4483 : including setting in concrete with 300mm laps (measured nett : no allowance for laps): per square metre in floor bedsSM3.266BMesh reference A142 weighing 2.22 kilogrammes per square metre in floor bedsSM2.26GCSides of strip footing; exceeding 150mm high but not exceeding 225mm highLM1.455DSides of column basesSM3.246FEdges: ground floor slab, 75 - 150 mm girth.LM459	ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Steel mesh fabric reinforcement to BS 4483 : including setting in concrete with 300mm laps(measured nett : no allowance for laps):SiSiBMesh reference A142 weighing 2.22 kilogrammes per square metre in floor bedsSM3,266Sawn formwork as described to:-Image: Construction of the section of the s		high strength type 2 Ribbed bars with proof stress of 460 N/mm2; Including all necessary cutting, bending fixing and provision of spacer blocks and stools to S.E's detail				
Including setting in concrete with 300mm laps(measured nett : no allowance for laps):Appendix and appendix a	А	Assorted bars	KG	17,004		
Bper square metre in floor bedsSM3,266Sawn formwork as described to:-LM1,455CSides of strip footing; exceeding 150mm high but not exceeding 225mm highLM1,455DSides of column basesSM226EVertical sides of substructural columnsSM394		including setting in concrete with 300mm				
CSides of strip footing; exceeding 150mm high but not exceeding 225mm highLM1,455DSides of column basesSM226EVertical sides of substructural columnsSM394	В		SM	3,266		
CImage: Note and the second secon		Sawn formwork as described to:-				
E Vertical sides of substructural columns SM 394	С		LM	1,455		
	D	Sides of column bases	SM	226		
F Edges: ground floor slab, 75 - 150 mm girth. LM 459 Image: slape start Image: slape start Image: slape start Image: slape start Image: slape start Image: slape start Image: slape start Image: slape start Image: slape start Image: slape start Image: slape start Image: slape start Image: slape start Image: slape start Image: slape start Image: slape start	E	Vertical sides of substructural columns	SM	394		
	F	Edges: ground floor slab, 75 - 150 mm girth.	LM	459		
Total Carried to Collection Page		Total Carried to Collection Page				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Approved load bearing square shaped natural stones from approved quarry, medium chisel dressed on both sides, built to courses in cement/ sand (1:3) mortar; reinforced with 25mm (SWG 20) hoop iron strips built into every third course, as described in:-				
A	200 mm Thick foundation walls	SM	946		
	<u>Expansion joints</u> 150mm wide expansion joint filled with stropo styrofoam and sealed with a mastic sealant				
В	Styrofoam	LM	116		
с	Mastic Sealant	LM	116		
	Plinth Treatment				
D	16mm Thick cement/sand (1:3) render to plinth; wood float finish.	SM	367		
E	Approved bituminous paint to rendered plinths.	SM	367		
F	Damp Proof Course				
G	200mm wide hesian based bitumen damp proof course on cement and sand (1:3) bed	LM	728		
	Total Carried to Collection Page				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	COLLECTION PAGE				
А	Brought Forward from page Bill 2/S1/1				
В	Brought Forward from page Bill 2/S1/2				
с	Brought Forward from page Bill 2/S1/3				
D	Brought Forward from page Bill 2/S1/4				
E	Brought Forward from page Bill 2/S1/5				
	TOTAL SUBSTRUCTURES CARRIED TO BILL NO.				
	2 SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO. 2				
	MARKET BUILDING				
	SECTION NO. 2				
	BUILDING FRAME				
	<u>(All Provisional)</u>				
	Vibrated reinforced concrete class 25/20				
A	Beams	СМ	122		
В	Columns	CM	78		
С	Suspended roof slab-175 mm	SM	870		
	Reinforcement <i>High yield deformed steel bar</i>				
	reinforcement to B.S. 4449; including				
D	<i>spacer blocks, tying wire, bending, and</i> Assorted bars	KG	60,298		
	Sawn formwork to:				
E	Sides and soffits of beams	SM	1,225		
F	Soffits of slabs	SM	870		
G	Sides of slabs 150mm to 225mm high	LM	227		
н	Side of columns	SM	781		
	Total Carried to Collection Page				
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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>Expansion joints</u> 25mm wide at 9 bays expansion joint filled with stropo styrofoam and sealed with a				
	mastic sealant Styrofoam	SM	21		
В	Mastic Sealant	LM	91		
с	100mm wide and 25mm thick mahogany hardwood with rounded top edges on all exposed expansion joints in soffits and columns; screwed into the joint; primed on area in contact with plasted/screeded/cabro surfaces, painted in two number coats of first quality clear varnish	LM	132		
	Total Carried to Collection Page				
D	<u>COLLECTION PAGE</u> Brought Forward from page Bill 2/S2/1				
E	Brought Forward from page Above				
	, , , , , , , , , , , , , , , , , , ,				
	TOTAL FOR BUILDING FRAME CARRIED TO				
	BILL NO.2 SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO. 2				
	SUPERSTRUCTURE WALLING				
	SECTION NO. 3				
	GROUND FLOOR WALLING				
	<u>(ALL PROVISIONAL)</u>				
	Natural hard machine cut ''Thika'' stone or equal from approved quarry in walling bedded and jointed in cement and sand (1:4) mortar, reinforcement with and including 25mm wide x 20 gauge hoop iron at every alternate course; including fair raking cutting as described in;				
А	200mm thick external walling	SM	151		
В	200mm thick internal walls	SM	66		
С	Ditto but 150mm thick internal walls	LM	113		
	Total for Ground Floor Wall Carried to				
1	Section No. 3 Summary				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO. 2:				
	FIRST FLOOR WALLING				
	SECTION NO. 2				
	<u>(ALL PROVISIONAL)</u>				
	Natural hard machine cut ''Thika'' stone or equal from approved quarry in walling bedded and jointed in cement and sand (1:4) mortar, reinforcement with and including 25mm wide x 20 gauge hoop iron at every alternate course; including fair raking cutting as described in;				
A	200mm thick external walling	SM	839		
В	200mm thick internal walls	SM	214		
	Building "Clayworks" or other approved equal solid brick Class SW for more severe exposure in walling bedded and jointed in cement and sand (1:4) mortar, reinforcement with and including 25mm wide x 20 gauge hoop iron at every alternate course; including fair raking cutting as described in;				
С	150mm thick	SM	72		
D	Ditto but uptand walls; 200mm high	LM	66		
	Total Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	In-Situ Coping Cast in-situ reinforced coping; shaped moulded to detailed; reinforced with 8mm diameter ribbed bars at 100mm spacing both ways; 200x100mm high; tapered, weathered and throated twice; all to engineer's detail	LM	60		
	Total Carried to Collection				
	<u>COLLECTION</u>				
	Brought Forward from page Bill 2/S3/2				
	Brought Down from Above				
	Total for First Floor Walling Carried to				
	Section No. 3 Summary				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO. 2: SECTION NO. 2 <u>KITCHEN WORKTOP</u>				
	Natural hard machine cut ''Thika'' stone or equal from approved quarry in walling bedded and jointed in cement and sand (1:4) mortar, reinforcement with and including 25mm wide x 20 gauge hoop iron at every alternate course; including fair raking cutting as described in;				
А	100mm thick	SM	8		
	<u>Lime Plaster</u>				
	<u>Lime Plaster</u>				
	12mm (minimum) two coat lime plaster complete with wire gauze anti-crack mechanism at the intersection of masonry walling and concrete beams as described to:-				
В	Masonry walls	SM	16		
	<u>Formwork</u>				
С	Wrot formwork under concrete countertop	SM	6		
D	75mm thick vibrated reinforced concrete counter in class 25 concrete	SM	6		
	Total Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Reinforcement to BS 4449:1997 , Grade 460B high strength type 2 Ribbed bars with proof stress of 460 N/mm2; Including all necessary cutting, bending fixing and provision of spacer blocks and stools to S.E's detail				
А	Assorted reinforcement bars	KG	30		
	Worktop				
В	400x400mm polished marble tiles on 32mm thick cement and sand (1:3) backing, installed using approved tile adhesive; including corner strips, expansion joint, etc	SM	6		
	Kitchen Cabinets				
С	Allow a sum for constructions of kitchen cabinets under countertop consisting of at least 6no doors of 900x600mm and 6no drawers all with soft close mechanism and handles and with a total volume of 6CM; shelves of 3000x400x500mm high with two number shelves and three partitions with 2no. doors; all build from 18mm thick laminated particle board and with matching lipping on exposed cut edges	ITEM			
D	Allow a sum for builder's work associated with mechanical and electrical installations	ITEM			
	Total Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	<u>COLLECTION</u>				
A	Brought Forward from page Bill 2/S3/4				
В	Brought Forward from page Bill 2/S3/5				
	Total for Kitchen Worktops Carried to				
	Section No. 3 Summary				
	SECTION NO.3 SUMMARY				
C	GROUND FLOOR WALLING	BILL 2/S	3/1		
D	FIRST FLOOR WALLING	BILL 2/S	2 / 2		
D	FIRST FLOOR WALLING	DILL 2/3			
E	KITCHEN WORKTOP	BILL 2/S	3/6 (Above)		
	TOTAL SUPERSTRUCTURES WALLLING				
	CARRIED TO BILL NO. 2 SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO. 2</u>				
	MARKET BUILDING				
	SECTION NO. 4: STAIRCASE				
	<u>(All Provisional)</u>				
A	Vibrated reinforced concrete class 25/20 to: Stairs	СМ	12		
В	Landings 200 mm thick	SM	30		
с	Upstand walls; 200mm high	СМ	2		
D	Beams	СМ	2		
	Reinforcement Reinforcement to BS 4449:1997 , Grade 460B high strength type 2 Ribbed bars with proof stress of 460 N/mm2; Including all necessary cutting, bending fixing and provision of spacer blocks and stools to S.E's detail (MEASURED PROVISIONALLY).				
E	Assorted Bars	KG	6,224		
	Sawn formwork to:				
F	Sloping soffits of stairs	SM	40		
G	soffits of landings	SM	30		
н	Risers 75mm to 150mm high	LM	109		
J	Ditto but sides of landing	LM	22		
к	Staircase string, etc, extreme height 300mm cut and fitted to profile of treads and risers	LM	27		
L	Sides of upstand walls; 150-225mm girth	LM	97		
	Total Carried to Collection Page				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>Staircase Finishes</u> 15mm Thick insitu textured granolithic paving with chippings of colours approved by the Project Manager and to Project Manager's design and patterns on screeded bed (m.s.).				
А	Risers; 150mm high	LM	109		
В	Treads; 300mm wide	LM	109		
С	Landing	SM	30		
D	100 x 20mm Thick terrazzo skirting	LM	49		
E	25mm wide; 2 in no strips of non slip carborundum insert strips	LM	218		
F	Cement and sand (1:4) backings etc Risers; 20x152mm high	LM	109		
G	Treads; 25x300mm wide	LM	109		
н	32mm thick to landing	SM	30		
	<u>Lime Plaster</u> 12mm (minimum) two coat lime plaster complete with wire gauze anti-crack mechanism at the intersection of masonry walling and concrete beams as described to:-				
J	Ditto to sloping soffites exceeding 15° from horizontal	SM	40		
к	Staircase string 300mm extreme girth and cut to profile of steps and upstand wall	SM	49		
L	Soffits of staircase and landing	SM	30		
Μ	<u>Prepare and apply skimming, three coats first</u> <u>quality permaplast emulsion paint on:-</u> Plastered concrete surfaces internally	SM	119		
	Total Carried to Collection Page				

ITEAA	DECOUDTION	118117	077	DATE	
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	COLLECTION PAGE				
А	Brought Forward from page Bill 2/S4/1				
В	Brought Forward from page Bill 2/S4/2				
	TOTAL FOR STAIRCASE CARRIED TO BILL NO.2				
	SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO. 2</u> MARKET BUILDING				
	SECTION NO. 5: ROOF CONSTRUCTION				
	(All Quantities are Provisional)				
	All steel work shall be primed with two coats zinc chromate primer before fixing and touched up with one coat after fixing. Prices shall include cost of steel members, assembling, fixing in position and of all associated gusset plates, cleats, caps, splice plates, brackets, stiffeners and any other sundries; weight of the sundries is aggregated with the weight of the member to which they are attached; All to be in accordance to the Project Manager's details and approval				
	<u>Rafters</u>				
А	150x100x4mm thick RHS rafters	KG	13,926		
В	400x400x10mm thick base plate four times drilled for bolts welded to rafter or bolted to concrete with 4no bolts (m.s)	NO	240		
с	20 mm diameter x 300mm long anchor bolts with one end built into concrete slab inluding nuts and washers	NO	480		
D	60x60x4mm thick rolled steel angle braces; bolted together at points of intersection	LM	998		
E	12mm diameter anti-sag rods, staggered and bolted into purlins; including nuts and washers	LM	603		
F	Allow a sum for producing fabricators shop drawings for all kinds of connections including other incidental works/costs	SUM			
	Total Carried to Collection Page				
	Total Carrieu to Collection Page				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	<u>Purlins</u> 152.4x50.8x22x2mm (4.44kg/m) thick Z-purlins welded to roof trusses at 1200mm maximum	KG	3,196		
	centers <u>Steel Columns</u>				
В	150x100x4mm RHS columns, slanted to detail	KG	5,514		
с	Roof Covering IT5 28 gauge prepainted galvanized iron sheets as MRM or other equal and approved equivalent, with overall width of 1,020mm, effective cover width of 910mm and end laps of 250mm (all measured net); fixed to mild steel zed-purlins (m.s.) with and including nails or 8mm dia. corroshield self-tapping screws; with rubber washers and capping; complete with raking cutting as necessary; all fixed in accordance with manufacturer's printed instructions.	SM	3,519		
D	Ditto but Cleardek transparent sheets	SM	221		
E	Supply and fix ridge cap matching roofing material	LM	56		
	<u>Concrete Gutter</u>				
	Vibrated reinforced concrete class 25, with "Sika- 1' waterproofing admixture to manufacturer's printed instructions or other equal and approved; including 10 years guarantee to:				
G	Concrete gutter; floor and walls	СМ	54		
н	Extra over concrete works for making holes in gutter outlets	NO	12		
	Total Carried to Collection Page				
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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Formwork				
	Wrot formwork to: Sides and soffits of gutter beams	SM	303		
В	Internal sides of gutter	SM	135		
	Reinforcement to BS 4449:1997 , Grade 460B high strength type 2 Ribbed bars with proof stress of 460 N/mm2; Including all necessary cutting, bending fixing and provision of spacer blocks and stools to S.E's detail				
С	Assorted bars	KG	10,962		
	Gutter finishes				
	APP/EPDM membrane with mineral finish weighing 4kg/sm; laid on primer with torch-on process from an approved manufacturer; finish to internal floor and sides of concrete gutter, including gutter ends; executed by a specialist under 10 years guarantee; Contractor shall appoint a specialist for Project Manager's Approval				
	EPDM rubber or APP membrane waterproofing to concrete roof slab as per suppliers specifications and architects	SM	238		
E	20mm thick cement and sand (1:4) plaster to vertical internal and horizontal floors of gutter with "SIKA-1" admixture or other approved equal, mixed and applied according to manufacturer's printed instructions, including 10 year guarantee	SM	238		
F	Extra over ditto for working around gutter outlet	NO	12		
G	15mm thick cement and sand plaster to sides and soffits of gutter beams; externally; wood floated	SM	303		
	Total Carried to Collection Page				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	COLLECTION PAGE				
A	Brought Forward from page Bill 2/S4/1				
В	Brought Forward from page Bill 2/S4/2				
С	Brought Forward from page Bill 2/S4/3				
	TOTAL FOR ROOF CONSTRUCTION CARRIED				
	TO BILL NO. 2 SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO. 2				
	MARKET BUILDING				
	SECTION NO. 6: DOORS				
	<u>(All Provisional)</u>				
А	Supply and fix the following:- 200 x50mm mahogany door frame to with 2no labous	LM	32		
В	25x25mm mahogany quadran t	LM	32		
с	50x25mm mahogany architrave	LM	32		
D	100x50mm wrot cypress door frame; rounded edges	LM	68		
E	25x25mm cypress quadrant	LM	68		
F	50x25mm cypress Architrave	LM	68		
	<u>Flush doors</u> 50mm thick Solid cored ordinary flush door leaf size 820 x 2060mm overall (plywood finished for				
G	900x2100mm high	NO	12		
н	50mm thick solid mahagany double panel door, complete with double acting hinges (m.s); overall size 2x2100mm	NO	2		
	Prepare and apply three coats premium quality clear varnish from an approved manufacturer				
J	Timber surfaces	SM	72		
к	Ditto, 200-300mm girth	LM	100		
	Total Carried to Collection Page				

	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	 Prepare and apply one coat primer caot to wood surfaces White primer or other equal and approved; 200-300mm girth Mild Steel Doors Supply and fix purpose made mild steel doors with 50x50x3mm SHS frame, top and bottom rail, 50x25x3mm vertical and horizontal intemediate rails at 500mm centers, 18 gauge steel panels, and 20x3mm flat bars as necessary, complete with lugs for fixing into masory and concrete work mortices in cement and sand (1:3) mortar and latches, delivered with one coat manufacturer's red oxide primer:- 	LM	100		
В	Size 900x2400mm	NO	3		
С	Size 900X1500mm double door	NO	9		
D	Size 2000x2400mm double door	NO	2		
	prepare and apply three coats of premium grade gloss oil paint to:				
E	Steel door surfaces (both sides)	SM	58		
	Total Carried to Collection Page				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Roller Shutter Doors Manual operated mild steel roller shutter doors as approved;ncomprising mild steel slats with strong mild steel rods and links, stong mild steel bottom slat with rubber seal; strong extruded full height mild steel guides; coil, spring roller and industry standard bearings complete with galvanised sheet steel box-head size 400mm wide x 400mm high and hasp and staple locks; primed with two coats zinc chromate primer before fixing and touched up with one coat after fixing, and fixed in position as described:				
A	Size 4800 x 2400mm	NO	2		
В	Size 2000x2400mm	NO	30		
С	Size 4000x2400mm	NO	1		
E	Prepare and apply two coats undercoat and three coats premium grade gloss oil paint to:- Metal doors	SM	354		
F	<u>Clear sheet glass</u> 4 mm clear sheet glass and glazing to wood with timber beading in Panes over 0.10 square metres but not exceeding 0.50 square metres	SM	1		
G H	Iron Mongery Supply and fix the following ironmongery with matching screws; all to approval Chrome plated indicator bolt; vacant/engaged type 2-lever mortice door lock complete with door handle fixed to timber or metal doors, whichever applicable	NO	10 8		
	Total Carried to Collection Page				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Iron Mongery Continues				
	<u>Iron Mongery Commoes</u>				
A	Pair of Stainless steel butt hinges - 100 mm	PRS	16		
В	Pair of double action spring hinges	PRS	3		
с	Male/Female/Disabled sign plates size 150 x 75 mm	NO	4		
D	Stainless Steel Disabled Door Handles with Return to Door Lever	PRS	2		
E	Steel door locks; 2 pin	NO	5		
	Total Carried to Collection Page				
	COLLECTION PAGE				
F	Brought Forward from page Bill 2/S4/1				
G	Brought Forward from page Bill 2/S4/2				
н	Brought Forward from page Bill 2/S4/3				
J	Brought Down from Above				
	TOTAL FOR DOORS CARRIED TO BILL NO. 2				
	SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO. 2</u>				
	MARKET BUILDING				
	SECTION NO. 7				
	<u>WINDOWS</u>				
	(All Quantities are Provisional)				
	Supply, assemble and fix the following				
	purpose-made mild steel casement				
	windows; standard metal section from				
	approved manufacturer complete with frames, transomes, mullions and with and				
	including permanent ventilators				
	comprising "T" bar, gauze and 16 gauge				
	sheet metal hood 50mm high x 50mm				
	projection to full width of window,				
	coupling mullions, approved ironmongery				
	and one coat manufacturer's primer; all welding ground to smooth finish				
	Steel; for glazing with putty, lugs to two				
	jambs, cutting and pinning to concrete or				
	blockwork, fixing to head and sill with				
	screws; plugging				
	2000X1600mm high	NO	23		
	2000x700mm high	NO	5		
	2000x1800mm high	NO	5		
			5		
	Total Carried to Collection Page				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	Clear sheet glass 4 mm Glass and glazing to metal with putty in panes over 0.10 square metres but not exceeding 0.50 square metres	SM	99		
В	Approved obscured glass 6 mm Glass and glazing to metal with putty in panes over 0.10 square metres but not exceeding 0.50 square metres	SM	2		
	Total Carried to Collection Page				
	COLLECTION PAGE				
с	Brought Forward from page Bill 2/S7/1				
D	Brought Down from Above				
	TOTAL FOR WINDOWS CARRIED TO BILL NO. 2 SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO. 2</u>				
	MARKET BUILDING				
	BALUSTRADING				
	SECTION NO. 8				
	<u>(All Provisional)</u>				
	The Following to staircase and balconies:				
	900mm high mild Steel balustrade; comprising 60 x 10mm mild Steel balusters at 900mm centres; built into concrete slab and welded on slab reinforcement, 75mm diameter mild Steel handrail part welded onto 60 x 10mm balusters; with 7No. 25mm diameter horinzontal bars, and 75x4mm diameter CHS mild Steel handrail part welded into 60x10mm balustrades and to voids; to Architects drawings				
A	Balconies	LM	66		
В	Staircase including fair raking	LM	34		
	Prepare and apply three coats of premium grade gloss oil paint on metalwork:				
С	General metal surfaces of balustrading (both sides measured overall)	SM	100		
	TOTAL FOR BALUSTRADING CARRIED TO BILL NO. 2 SUMMARY				

	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO. 2</u>				
	MARKET BUILDING				
	SECTION NO. 9				
	<u>FINISHES</u>				
	WALL FINISHES				
	Render				
	Cement and sand (1:3) render; wood floated:-				
A	15mm thick to beams and columns	SM	205		
	Key Pointing				
В	20mm diamter neat half round key pointing in cement and sand (1:3) to horizontal and vertial joints	SM	998		
	<u>Bituminous Paint</u>				
С	Prepare and apply 2 coats of black bituminous paint to key pointed joints	SM	998		
	Lime Plaster				
	12mm (minimum) two coat lime plaster complete with wire gauze anti-crack mechanism at the intersection of masonry walling and concrete beams as described to:-				
D	Masonry walls	SM	1,214		
E	<u>Mazeras Facing</u> 230x80x50mm thick stacked stone facing tied with 18 gauge galvanized mild steel butterfly ties and set on prepared backing surface (m.s); to architects approva;	SM	58		
F	50mm thick brick stone cladding on to masonary walling with appropriate adhesive as per designs	SM	72		
	Total Carried to Collection Page				

	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	<u>Moulding in Column</u> 100x50mm vibrated reinforced concrete moulding around columns with and including 8mm diameter ribbed reinforcement bars secured on the column as directed by the architect; finished with 12mm thick wood floated plaster; all to architect's details	LM	36		
	12mm thick wood-floated cement and sand (1:3) backing as described to:-				
В	Sides of columns to receive mazeras cladding (m.s)	SM	58		
	Sides of masonry walls, including anti-crack wire gausze at intersections with concrete to receive brick cladding	SM	72		
	Prepare and apply one coat undercoat and two finishing coats permaplast long lasting interior paint to surfaces as described:-				
D	Plastered walls	SM	1,995		
	Prepare and apply one coat undercoat and two finishing coats permaplast long lasting exterior/ weatherguard paint to surfaces as described in:-				
E	Masonry walls	SM	1,995		
F	Ceramic wall tiles Supply and Fix 600x600x6mm thick Saj ceramic wall tiles or equal and approved; Bidder to include all materials needed for fixing to completion as selected by the Architect: on prepared backings(m.s) with proprietary adhesive; jointed and pointed in matching coloured proprietary grouting: including pvc spacers and expansion joint as necessary: all to Architect's approval Wall Surfaces	SM	86		
G	Cement and sand (1:4) backing:- 20mm thick to receive Wall tiles tiles - Wet areas	SM	86		
	Total Carried to Collection Page				

	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	COLLECTION PAGE				
А	Brought Forward from page Bill 2/S9/1				
В	Brought Forward from page Bill 2/S9/2				
	WALL FINISHES CARRIED TO SECTION SUMMARY				

	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	FLOOR FINISHES				
	<u>In-situ polished terrazzo</u> 15mm Thick insitu textured granolithic paving with chippings of colours approved by the Project Manager and to Project Manager's design and patterns on screeded bed (m.s.); including polishing;				
А	Terrazzo paving	SM	3,439		
	Screed: cement and sand (1:4) on concrete: wood floated:-				
В	25mm Thick screed with approved integral dust proofing additive; laid to falls and cross falls, wood float finished; to receive terrazzo finish (m.s)	SM	3,439		
с	10x100mm high terrazzo skirting with rounded top and coved at intersection with floor	LM	185		
D	<u>Ceramic Floor tiles</u> Supply and Fix 600x600 thick Non slip ceramic tiles as 'Saj Ceramics' or other equal and approved equivalent; Bidder to include all materials needed for fixing to completion as selected by the Architect: on prepared bed(m.s) with proprietary adhesive; jointed and pointed in matching coloured proprietary grouting: including pvc spacers and expansion joint as necessary: all to Architect's approval Floor Surfaces	SM	610		
E	<u>Skirting</u> Ditto 100mm wide Wall Skirtings	LM	405		
F	Cement and sand (1:4) beds and backings Beds to receive tile flooring. etc, finished with a steel trowel, thickness 32 mm	SM	610		
	Total Carried to Collection Page				

	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Lourves Mild steel uprights and Z-shaped extruded steel blades (Blade pitch: 75 mm) with A4080 Ventilation louvre (Louvre depth: 127 mm) fitted with Bird/vermin guards and high Airflow Coefficient	SM	295		
	Total Carried to Collection Page				
	<u>COLLECTION PAGE</u>				
A	Brought Forward from page Bill 2/S9/4				
В	Brought Down from Above				
	FLOOR FINISHES CARRIED TO SECTION SUMMARY				

DESCRIPTION	UNIT	QTY	RATE	AMOUNT
CEILING FINISHES				
<u>Lime plaster</u> 15mm (minimum) two coat lime plaster complete with wire gauze anti-crack mech at the intersection of masonry and concrete as described to:-	anism			
Soffits of concrete roof slab; including sides soffits of beams	and SM	403		
<u>Ceiling Board</u>				
Celotex plasterboard ceiling	SM	399		
12 x 100mm celotex cornice	LM	266		
Prepare and apply three coats first quality permaplast emulsion paint on:-				
Plastered celing surfaces and beams	SM	403		
Celotex ceiling	SM	399		
FLOOR FINISHES CARRIED TO SECTION SUMMARY				
<u>SUMMARY</u>				
WALL FINISHES		Bill 2/S9/3		
FLOOR FINISHES		Bill 2/S9/5		
<u>CEILING FINISHES</u>	Bi	 2/S9/6 (Abov 	/e)	
TOTAL FOR FINISHES CARRIED TO BILL NO	0.2			

ITEM	DESCRIPTION		AMOUNT
	BILL NO. 2 SUMMARY		
	MARKET BUILDING	<u>PAGE.</u>	
А	SUBSTRUCTURES	Bill 2/S1/6	
В	FRAME	Bill 2/S2/2	
с	SUPERSTRUCTURE WALLING	Bill 2/S3/6	
D	STAIRCASE	Bill 2/S4/3	
E	ROOF CONSTRUCTION	Bill 2/S5/4	
F	DOORS	Bill 2/S6/4	
G	WINDOWS	Bill 2/S7/2	
н	BALUSTRADING	Bill 2/S8/1	
G	FINISHES	Bill 2/S9/6	
	TOTAL FOR MARKET BUILDING CARRIED TO GRAND SUMMARY		

BILL NO. 3

CIVIL WORKS

CIVIL WORKS-ROADS & PAVEMENTS

	BUMALA - CIVIL WORKS							
BILL	№ 1: Preliminary and General Items							
ITEM	DESCRIPTION	UNIT	QUANT ITY	RATE (KSH)	AMOUNT (KSH)			
1.01	Allow Provisional sum of Kenya shillings (KSh $500,000/=$) for materials testing as instructed by the Engineer.	Prov. Sum	1	500,000	500,000			
1.02	Extra Over on Item 1.01 for Contractors overheads and profits	%						
	Allow a Prime Cost (P.C) sum of Kenya Shillings five hundred thousand (KShs. 500,000) for training of Engineers, Technicians and other support staff as maybe instructed by the Engineer.	PC Sum	1	500,000	500,000			
1.04	Extra Over on Item 1.03 above for the Contractors overheads and profits	%						
BILL 1	TOTAL CARRIED TO SUMMARY PAGE							

BILL	Nº 4: Site Clearance and Topsoil Stripping				
ITEM	DESCRIPTION	UNIT	QUANT ITY	RATE (KShs)	AMOUNT (KShs)
4.01	Clear site including removal of trees (girth less than 300 mm), hedges, bushes and other vegetation and other deleterious materials, grub up roots and backfilling of holes left by removal of stumps and roots in accordance with the Specifications, as shown on the drawings and as instructed by Engineer.	ha	0.33		
4.02	Removal of top soil to a maximum depth of 200 mm including excavation, loading and disposal	m3	658.20		
4.03	Cutting of trees of all girth above 300 mm including cutting of trunks, branches, uprooting and removal of all materials and stacking within the Right of Way and complete with filling of depressions/pits by earth including liaison with concerned authorities for obtaining permissions.				
	(i) Girth from 300 mm to 600 mm	Nº	20		
	(ii) Girth above 600 mm but up to 900 mm	Nº	9		
	(iii) Girth above 900 mm but up to 1800 mm	N⁰	8		
4.04	Transpotation of the existing trees of girth above 600 mm girth as instructed by Engineer, including shifting of the tree and storing at locations as instructed by the Engineer.	Nº	17		
	Total of Bill № 4 (Carried Forward to Summary				

BIL	L № 5: Earthworks				
ITEM	DESCRIPTION	UNIT	QUANT ITY	RATE (KShs)	AMOUNT (KShs)
	No separate payments shall be made for the overhaul of the material and the cost of such haulage shall be included in the rates and or prices.				
5.01	Cut to spoil in soft material	m3	4,114		
5.02	As Item 5.01 but in hard material	m3	1,646		
5.03	Provide, spread, water, process and compact 300 mm improved subgrade to 100% MDD (AASHTO T99) in two layers of 150 mm thickness.	m3	987		
5.04	Provide and compact soft material as fill material as shown in the drawing and as directed by the Engineer	m3	3,291		
5.05	Provide and fill in hard material as shown in the drawing and as directed by the Engineer.	m3	1,097		
5.06	Provide, Spread and compact rockfill in swampy areas	m3	274		
	Total of Bill № 5 (Carried Forward to Summary)				

TEM	DESCRIPTION	UNIT	QUANT ITY	RATE (KShs)	AMOUNT (KShs)
	No separate payment shall be made for the haulage of surplus or unsuitable excavated material and the cost of such haulage shall be included in the rates and/or prices				
8.01	Excavate in soft material for pipe culverts, subsoil drains, headwalls, wing walls, aprons, toe walls, drop inlets, mitre drains, catch water drains and median drains including support of trench sides, backfilling and compacting as specified or as instructed by the Engineer.	m3	1,267		
8.02	As Item 8.01 but in hard material (any method)	m3	0		
8.03	Allow for hacking in existing concrete drain for junction connections	m3	10		
8.04	Allow for perforation and connecting to the existing drain including stoppage of inflowing water (hole approximately 600 widex800 high x 250 thick)	no.	10		
8.05	Excavate/ desilt, grade to shape inlets outfalls, side drains to free flow conditons including cart to spoil any excess grass debris and soils as and where directed by the Engineer.	m3	150		
8.06	Provide, lay and joint 450 mm Internal Diameter (I. D.) Reinforced Cement Concrete pipes. The rate to include backfilling and compaction to drain formation level	m	15		
8.07	Ditto item 8.06 above but 600mm I.D. Reinforced Cement Concrete pipes	m	276		
8.08	Ditto item 8.06 above but 900mm I.D. Reinforced Cement Concrete pipes	m	15		
8.09	Provide place and compact class 25/20 concrete to headwalls, wingwalls, aprons and toe walls to pipe culverts.	m3	30		
8.10	Provide place and compact 150mm class $15/20$ concrete to beds and surround to 450mm diameter pipes (0.4059m3/m)	m3	6		
8.11	Ditto item 8.11 above but 600mm I.D. Reinforced Cement Concrete pipes (0.5259m3/m)	m3	145		
8.12	Ditto item 8.11 above but 900mm I.D. Reinforced Cement Concrete pipes (0.8118m3/m)	m3	12		
8.13	Allow for in-situ lining with concrete Class $20/20$ on outfall drains through built-up areas and limit of works areas and access roads	m3	90		
8.14	Provide and joint 600mm diameter precast concrete invert block drain (IBD) channels with two double side precast side slabs of 600x225x75mm as lining for side drain including bedding and backfilling with selected material as directed by the Engineer.	m	684		
8.15	Extra Over for precast side slabs of 600x225x75mm.	m	1,368		
8.16	Provide all materials lay and joint shallow IBD as directed by the Engineer to form mitre drains. Rate to include provision of 100mm well compacted bed and jointed by 1:3 cement mortar	m	20		
8.16	Provide and lay 150mm thick grouted stone pitching with ratio 1:4 cement to Mortar, on culvert inlets and outlets and where directed by the Engineer.	m2	200		
8.17	Concrete class 20/20 for side closed drains, including formwork and steel reinforcements as directed by the Engineer	m	0		
8.18	Provide all materials and construct standard untrapped gully pot in concrete class 20/20 reinforced with BRC A142 and with 350x500mm polyresin frames and covers conforming with standard specifications	no.	20		
8.19	Provide and place A142 fabric Mesh reinforcement or equivalent for wing walls, head walls, aprons, toe, inlets and outlets as directed by the Engineer	m2	120		
8.20	Excavate in soft material for service ducts including support of trench sides, backfilling and compacting as specified or as instructed by the Engineer.	m3	35		
8.21	As Item 8.20 but in hard material (any method)	m3	14		
8.22	Provide and lay 450 Dia service ducts of length 10 m each as per the drawings and as instructed by	No.	2		

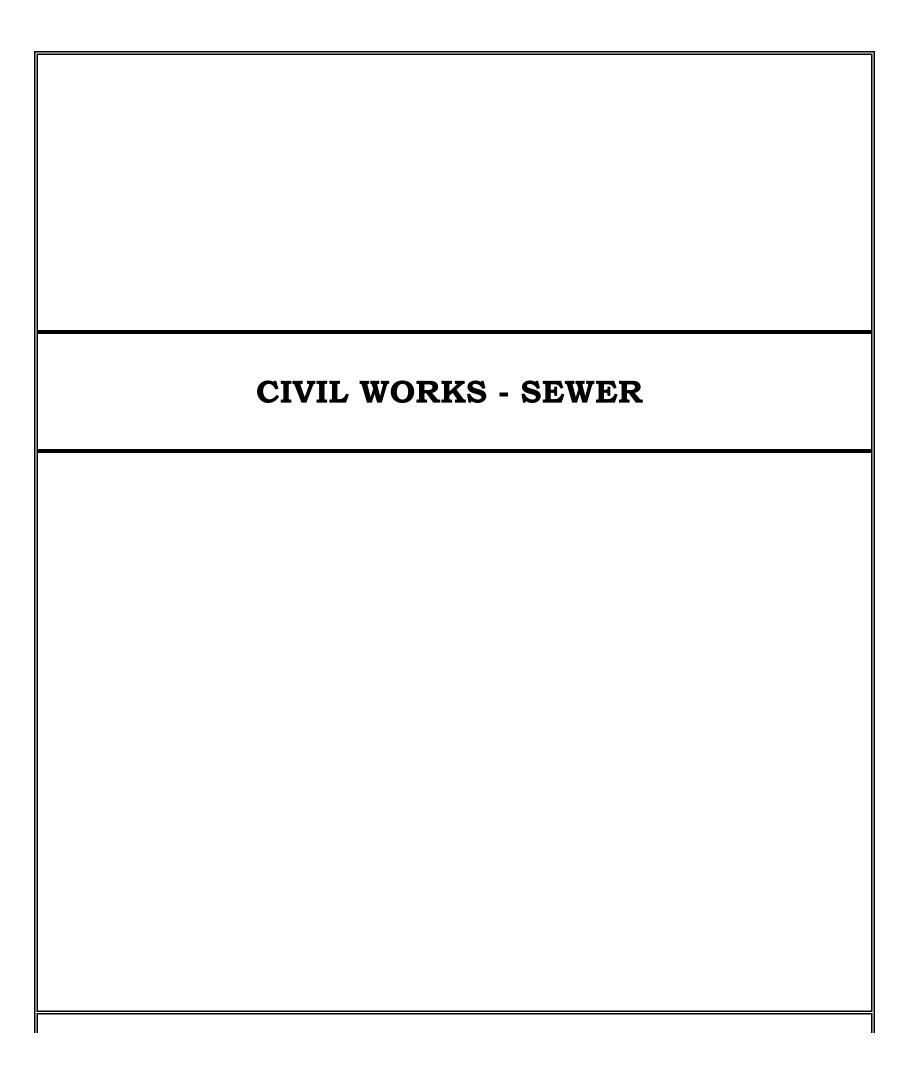
BILL № 9: Passage of Traffic					
ITEM	DESCRIPTION	UNIT	QUANT ITY	RATE (KShs)	AMOUNT (KShs)
9.01	Provide and maintain the signs and barriers for safe passage of traffic including signage, Barricades - drum type, Barricades - steel portable, Flashing light arrow panels in accordance with section 907 of the standard specifications	Months	12		
9.02	Allow for passage of traffic through the works	Months			
	Maintain the routes within and around the Market used as deviations as per clause 907 of the Standard specification by regular grading and murraming using lateritic gravel	KM	0.3		
	Total of Bill № 9 (Carried Forward to Summary)				

ITEM	DESCRIPTION	UNIT	QUANT ITY	RATE (KShs)	AMOUNT (KShs)
	Measurements and payment by method 'A' as defined in the standard specifications. No separate payments shall be made for the overhaul of material and the cost of such haulage shall be included in the rates and or prices				
12.01	Provide, place, water and compact Natural Gravel Material to 95% MDD (AASHTO T180) of sub base quality for base for the walkways of thickness 150mm and on the carriageway and parking to a consolidated thickness of not more than 300mm as shown in the drawings and as instructed by the Engineer	m3	987.30		
12.02	Prepare surface provide, place, handpack (200mm in one layer)and compact quarry chips (natural blue stone) to refusal densities on the carriageway and parking as directed by the Engineer.	m3	658.20		
	Total of Bill № 12 (Carried Forward to Summary)				

ITEM	DESCRIPTION	UNIT	QUANT ITY	RATE (KSH)	AMOUNT (KSH)
17	CONCRETE				
17.01	Provide and fix on the carriageway and parking interlocking concrete paved unishaped blocks (monolithic single layer precast concrete blocks) of any specified colour/size & shape, with approved pattern of 80 mm thick having average crushing strength of 50 N/mm2 on average thickness of 50 mm complete with uniformly graded river sand cushioning properly compacted with a mechanical compactor to required level, grade and camber as instructed by Engineer. Rate to include bedding sand and that to fill the joints, ties and edge restraints	m2	3,291		
17.01B	Extra over item 17.01 for laying blocks at speed bumps	m2	41		
17.02	Ditto item 17.01 above but for 60mm heavy duty blocks at the walkway	m2	0		
17:02		1112	0		
17.03	Provide, lay in place and joint 600x600x50mm well cured paving slabs on 50mm well compacted sand/quarry dust bed to footpaths/islands and around the blocks as stipulated in the special Specifications.	m2	200		
BILL 1'	7 TOTAL CARRIED TO SUMMARY PAGE				

BILL	Nº 20: Road Furniture				
ITEM	DESCRIPTION	UNIT	QUANT ITY	RATE (KShs)	AMOUNT (KShs)
20A	Road Marking and Road Signs				
	Road Marking				
20A.01	Provide and lay hot applied thermoplastic road marking compound in approved colour and shade (ASTM 9) for road marking on bituminous surface on centerline, 100 mm, edge line 150 mm wide 3.0 mm thick, using fully automatic extrusion machine and using pre-melter for melting thermoplastic material including cleaning the surface of all dirt, dust, and other foreign matter, complete with demarcation at site/pre-marking, finishing and managing the traffic movements. Marking to be done as per the specifications, detailed drawings and as instructed by the Engineer.				
	(i) For lane marking (broken lines) with white paint, 100 mm wide	m2	36		
	(ii) For lane marking with yellow paint, 100mm wide	m2	390		
	(iii) For raised kerb lines with black paint, 150 mm wide	m2	54		
20A.03	Provide and lay hot applied thermoplastic road marking compound in approved colour and shade (ASTM 9) for road marking on bituminous road surface on pedestrian crossings, chevrons, directional arrows, give way and stop lines mm thick using fully automatic extrusion machine and using pre-melter for melting thermoplastic. Material, including dispensing drop on glass beads of approved make and as per BS 6088 at the rate of 250g/m ² including cleaning the surface of all dirt, dust, and other foreign matter, complete with demarcation at site/ pre-marking, finishing and managing the traffic control. Marking to be done as per the specifications, drawings and as instructed by the Engineer.	m2	300		
20B	Other Road Furniture				
20B.01	Provide, lay and Joint complete with hauncing as shown on the drawings and as instructed by the Engineer				
2010.01			270		
	(i) Raised Kerbs (ii) Flush Kerbs	m	360 100		
		m	100		
20B.02	Provide, lay and Joint complete with hauncing as shown on the drawings and as instructed by the Engineer 100 x 125 mm channels for the walkways and shallow drains	m	432		
	Total of Bill № 20 (Carried Forward to Summary				

	Roads Summary	
Bill No.	DESCRIPTION	AMOUNT KSHS.
1	Preliminary and General Items	
4	Site Clearance and Topsoil Stripping	
5	Earthworks	
8	Culverts and Drainage Works	
9	Passage of Traffic	
12	Natural Material for Sub-base and Base	
17	Concrete Works	
20	Road Furniture	
Α	TOTAL FOR ROADS CARRIED TO GRAND SUMMARY	



Item No	Description	Unit	Quantity	Rate (KSh.)	Amount (KSh.)
	CLASS A - GENERAL ITEMS				
	Contractual Requirements				
A140.2	Provide for preparation and submission to the employer 1No set of virograph and 2No sets of blue print copies (A1 SIZE) of as built drawings for all the sewer pipelines in the contract. Note that manhole positions in the layout should be actual (geo-referenced to the national grid).	sum	1		
	Specified Requirements				
A211	Provide for leasing of contractor's temporary yard including offices and stores. Rate to include for all necessary equiping to meet the contractor's requirements. Specified Requirements Testing of Materials and Works	month	0		
A250	Provide for concrete strength test. Rate to include for casting of the necessary number of cubes, curing, transport from site to testing institution and fees payable for the service.	nr	10		
A250.1	Provide for testing of the sewer pipes.Rate to include for transportation to the testing institutions and fees payable for this service.	nr	10		
	Temporary Works				
A272	Traffic regulation (including signages,warning tapes and warning signs); establishment, operation and removal.	Item	Sum		

	DESCRIPTION	Unit	Qty	Rate	Amount (Kshs.)
No	The rates quoted by the Contractor shall be deemed to include provision by the Contractor to provide temporary vehicular access to all construction sites including negotiating with private land owners and paying the necessary charges as required. CLASS A - GENERAL ITEMS GENERAL CLEARANCE	Cint			
A140.3	Allow for setting out of the works	m	150.00		
A260	Testing of the works Carrying out test on sewer, a pipeline as specified or directed by the engineer, include provision of all equipment and materials	m	150.00		
A277	Allow for keeping trenches and other excavation free of water which may have entered through ground seepage, rain or by other means as directed by the Engineer	sum	1.00		
	CLASS B - SITE INVESTIGATION				
B111	Trial holes where ordered to prove location, construction size etc., of pipelines, services or existing structures, max depth n.e 1m (provisional)	nr	5.00		
B112	Trial holes where ordered to prove location, construction size etc., of pipelines, services or existing structures, max depth 1- 2m (provisional)	nr	5.00		
B113	Trial holes where ordered to prove location, construction size etc., of pipelines, services or existing structures, max depth 2-3m (provisional)	nr	5.00		
B114	Trial holes where ordered to prove location , construction size etc., of pipelines, services or existing structures, max depth 3-5m (provisional)	nr	0.00		
	CLASS D - DEMOLITION AND SITE CLEARANCE				
	The rate quoted is for site clearance and demolition along construction wayleave shall be deemed to include removal of the material and carting away to tips, identified by the Contractor in liaison with the Local Authority.				
D100	General site clearance through undeveloped land over the wayleave, include for additional clearance required	ha	0.05		
D210	Removal of trees girth 0.5- 1m (Provisional)	nr	4.00		
D220	Removal of trees girth 1-2m (Provisional)	nr	4.00		

ITEM No.	DESCRIPTION	Unit	Qty	Rate	Amount (Kshs.)
	CLASS I - PIPEWORK - PIPES				
	Supply of pipes				
1020 1			150.00		
I230.1	Nomial bore 150mm uPVC Class 34 Pipeline	m	150.00		
I230.2	Nomial bore 225mm uPVC Class 34 Pipeline	m	0.00		
I230.3 I230.4	Nomial bore 300 mm DWC HDPE SN8 Pipe Nomial bore 400 mm DWC HDPE SN8 Pipe	m	$\begin{array}{c} 0.00\\ 0.00\end{array}$		
1230.4	Nominal Bole 400 mini DwC HDFE SN8 Fipe	m	0.00		
	uPVC & DWC HDPE SN8 PIPES TO BS 5911 WITH SPIGOT AND SOCKET				
	The rates entered against the items in this section shall include for stripping top soil, laying aside and subsequently replacing over refilled trench, excavation in trench in material other than rock, shuttering where necessary, refilling and compacting spreading surplus soil evenly over and alongside pipe trench, compacting, lay and joint pipes to correct line and level. Depths are stated from ground level to invert level.				
	Nominal bore 150 mm in trenches				
I233.1	depth not exceeding 1.5 m.	m	150.00		
	Nominal bore 225 mm in trenches				
I232.1	depth not exceeding 1.5 m.	m	0.00		
I233.1	ditto but depth; 1.5 - 2.0 m.	m	0.00		
I234.1	ditto but depth; 2.0 - 2.5 m.	m	0.00		
I235.1	ditto but depth; 2.5 - 3.0 m.	m	0.00		
I236.1	ditto but depth; 3.0 - 3.5 m.	m	0.00		
I237.1	ditto but depth; 3.5 - 4.0 m.	m	0.00		
I238.1	ditto but depth: 4.0 - 4.5 m.	m	0.00		
I239.1	ditto but depth: 4.5 - 5.0 m.	m	0.00		
	Nominal bore 300 mm in trenches				
I232.1	depth not exceeding 1.5 m.	m	0.00		
I233.1	ditto but depth; 1.5 - 2.0 m.	m	0.00		
I234.1	ditto but depth; 2.0 - 2.5 m.	m	0.00		
I235.1	ditto but depth; 2.5 - 3.0 m.	m	0.00		
I236.1	ditto but depth; 3.0 - 3.5 m.	m	0.00		
I237.1	ditto but depth; 3.5 - 4.0 m.	m	0.00		
I238.1	ditto but depth: 4.0 - 4.5 m.	m	0.00		
I239.1	ditto but depth: 4.5 - 5.0 m.	m	0.00		
	Nominal bore 450 mm in trenches				
I232.1	depth not exceeding 1.5 m.	m	0.00		
I233.1	ditto but depth; 1.5 - 2.0 m.	m	0.00		
I234.1	ditto but depth; 2.0 - 2.5 m.	m	0.00		
I235.1	ditto but depth; 2.5 - 3.0 m.	m	0.00		
	Bill No. 1.2- PAGE 2 TOTAL CARRIED FORWARD TO	0011			

ITEM No.	DESCRIPTION	Unit	Qty	Rate	Amount (Kshs.)
- 101	CLASS K - PIPEWORK - MANHOLES AND				
	PIPEWORK ANCILLARIES				
	Excavation quantities are given net. The rate entered are to include for manhole concrete slabs and covers, step irons or				
	ladder, excavation, shuttering where necessary, refilling and				
	compacting around the finished manholes, and disposing of				
	surplus spoil is to be evenly spread.				
	Excavation in any material other than rock				
	Masonary manhole 1050 mm , reinforced concrete manhole slab and cover.				
K151.1	depth not exceeding 0.6 m.	nr	30.00		
K151.2	depth not exceeding 0.9 m.	nr	10.00		
K151.3	depth not exceeding 1.2 m.	nr	0.00		
K151.4	depth not exceeding 1.5 m.	nr	0.00		
	MANHOLES				
	Manhole size 1050 mm , reinforced concrete manhole slab and cover.				
K151.1	depth not exceeding 1.5 m.	nr	0.00		
K152.1	ditto but depth; 1.5 - 2.0 m.	nr	0.00		
K153.1	ditto but depth; 2.0 - 2.5 m.	nr	0.00		
K154.1	ditto but depth; 2.5 - 3.0 m.	nr	0.00		
K155.1	ditto but depth; 3.0 - 3.5 m.	nr	0.00		
K156.1	ditto but depth; 3.5 - 4.0 m.	nr	0.00		
K157.1	ditto but depth; 4.0 - 4.5 m.	nr	0.00		
K158.1	ditto but depth; 4.5 - 5.0 m.	nr	0.00		
K159.1	ditto but depth; 5.0 - 5.5 m.	nr	0.00		
	Manhole size 1050 reinforced concrete manhole slab and cover (With Backdrop)				
K166	ditto but depth; 3.5 - 4.0 m.	nr	0.00		
K167	ditto but depth; 4.0 - 4.5 m.	nr	0.00		
K168	ditto but depth; 5.0 - 5.5 m.	nr	0.00		
	MANHOLES				
	Manhole size 1200 mm , reinforced concrete manhole slab and				
K151.1	cover. depth not exceeding 1.5 m.	nr	0.00		
K152.1	ditto but depth; 1.5 - 2.0 m.	nr	0.00		
K153.1	ditto but depth; 2.0 - 2.5 m.	nr	0.00		
K154.1	ditto but depth; 2.5 - 3.0 m.	nr	0.00		
K155.1	ditto but depth; 3.0 - 3.5 m.	nr	0.00		
	Bill No. 1.2- PAGE 3 TOTAL CARRIED FORWARD TO				1

ITEM No.	DESCRIPTION	Unit	Qty	Rate	Amount (Kshs.)
K159.1	ditto but depth; 5.0 - 5.5 m.	nr	0		
	Manhole size 1200 reinforced concrete manhole slab and cover (With Backdrop)				
K166	ditto but depth; 3.5 - 4.0 m.	nr	0.00		
K167	ditto but depth; 4.0 - 4.5 m.	nr	0.00		
K168	ditto but depth; 5.0 - 5.5 m.	nr	0.00		
	CLASS L; SUPPORTS AND PROTECTION ANCILLIARIES TO LAYING AND EXCAVATION				
	Extras to Excavation and backfilling Trenches				
	(Note : blasting not allowed for any rock excavation)				
	In pipe trenches 225mm bore				
L111	Excavation of rock	m3	0.00		
L118	Allow for excavation of soft material below final surface of pipe trench and back fill with approved hardcore, well compacted in ,layers of 200mm thickness , depth not exceeding 1.0m	m3	0.00		
	In pipe trenches 300mm bore				
L111	Excavation of rock	m3	0.00		
L118	Allow for excavation of soft material below final surface of pipe trench and back fill with approved hardcore, well compacted in ,layers of 200mm thickness , depth not exceeding 1.0m	m3	0.00		
	In pipe trenches 450 mm bore				
L111	Excavation of rock	m3	0.00		
L118	Allow for excavation of soft material below final surface of pipe trench and back fill with approved hardcore, well compacted in ,layers of 200mm thickness , depth not exceeding 1.0m	m3	0.00		
	In Manholes and other chambers (Note: Blasting not allowed for any rock excavation)				
L 121	Excavation of rock	m3	0		
L 128	Allow for excavation of soft material below final surface of manhole and back fill with approved hardcore, well compacted in ,layers of 200mm thickness , depth not exceeding 1.0m	m3	35		
k732	reinstatement Microtunneling across 24m length road using DN 450 externally Epoxy coated and internally cement lined socket and spigot steel pipes. proads pipe nominal bore 375 mm. Rate to include application and acquiston of road cutting permits from road authorities.Rate to include application and acquiston of road cutting permits from road authorities. (Provisional sum)	sum	0.00		

ITEM No.	DESCRIPTION	Unit	Qty	Rate	Amount (Kshs.)
	Bed, Haunches and Surrounds				
	Mass concrete grade 15/20 in 150mm Thick Beds, Haunches and surrounds				-
L 444.1	225 mm nominal bore pipeline Bed haunch and surround type A (0.0904 m³)	m	0.00		-
L 444.2	225 mm nominal bore pipeline Bed haunch and surround type D (0.2821 m³)	m	0.00		
L 444.3	300 mm nominal bore pipeline Bed haunch and surround type A (0.1471 m³)	m	0.00		
L 444.4	300 mm nominal bore pipeline Bed haunch and surround type C (0.3485m³)	m	0.00		
L 444.5	300 mm nominal bore pipeline Bed haunch and surround type D (0.3702 m ³)	m	0.00		
L 444.6	450 mm nominal bore pipeline Bed haunch and surround type A (0.1689 m³)	m	0.00		
L 444.7	450 mm nominal bore pipeline Bed haunch and surround type C (0.4059 m ³)	m	0.00		
L 444.8	450 mm nominal bore pipeline Bed haunch and surround type D (0.4818 m ³)	m	0.00		
	Bill No. 1.2- PAGE 5 TOTAL CARRIED FORWARD TO	COLLECTIO	N SHEET		
ITEM No.	DESCRIPTION	Unit	Qty	Rate	Amount (Kshs.)
А	Provide a provisional sum of kenya shillings Two million Five Hundred Thousand (Kshs 2,500,000) only for the builders works for a Septic tank to be executed as authorised by the Engineer and to be measured and valued by the quantity Surveyor in accordance with the contract	Provisional Sum	1	2,500,000	2,500,000.0
В	Provide a PC sum of Kenya Shillings one million(Kshs 1,000,000) only for mechanical installations associated with the septic to be executed as authorised by the Engineer	Provisional Sum	1	1,000,000	- 1,000,000.0
	Bill No. 1.3- PAGE 8 TOTAL CARRIED FORWARD TO GRAN				

	COLLECTION PAGE			
ITEM No.	DESCRIPTION	Unit	Qty	Amount (Kshs.)
	COLLECTION PAGE			
1	From Page 2			
2	From Page 3			
3	From Page 4			
3	From Page 5			
4	From Page 6			
	Sub-Total (i)			
	Bill No. 1.2-TOTAL CARRIED FORWARD TO SE	WER SUMM	ARY	

SEWER SUMMARY

Bill	Description	Amount
No.		(KSh.)
Bill No. 1.1	Preliminaries and General Items	
Bill No. 1.2	Measured Works	
Bill No. 1.3	Septic tank	
	TOTAL FOR SEWER CARRIED TO GRAND SUMMARY	

ITEM	DESCRIPTION	PAGE	AMOUNT
	BILL NO. 3 SUMMARY		
A	ROADS AND PAVEMENTS		
В	SEWER WORKS		
	TOTAL CARRIED TO GRAND SUMMARY		

BILL NO. 4

PROPOSED BUMALA COUNTY STRATEGIC MARKET MECHANICAL INSTALLATIONS

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	BILL NO. 4 SECTION NO. 1				
	SANITARY AND PLUMBING				
	SANITARY FITTINGS (Provisional)				
	Supply, deliver, install, test and commission the following sanitary appliances				
	complete with all the connections to services, waste, jointing to supply overflows				
	and plugging and scewing to the floors.				
	Water Closet (WC) Pan				
	Squatting WC Pan size 740x740mm manufactured from Grade 304 (18/10)				
	Stainless Steel of 1.2 mm gauge complete with 20 mm turn up and flange all				
А	round, a flush bowl pressed into one piece with the raised treaded pattern foot	6	No		
11	plates on both sides and in front of the flush bowl, a rear entry 32mm spreader	0	110		
	pipe, 100mm Waste outlet for fitting to a standard 100mm PVC Waste				
	Connector. To be as Franke or Approved Equivalent.				
	WC Flush Valves				
	40mm diameter quiet exposed water closet flush valve, chrome plated, back				
-	entry, with integral vacuum breaker, non-hold-open features and non-return				
В	valve, inlet control stop, transition fittings and wall plate comprising flush valve,	6	No		
	bent flush pipe and rubber pipe connector. The flush valve to be handle type. To				
	be as 'Flush Master' or equal and approved.				
	SBSD Dhobi sink				
	Concrete terazzo dhobi sink size 500x 450 x 500mm				
	deep complete with chrome plated 40mm waste fittings, plugs, chain				
С	stays, overflow, 1No. 15mm diameter chrome plated sink bib tap, chrome	11	No.		
	plated bottle trap with 75mm deep seal and chain waste fitting.				
	Wash Hard Basis (Counter Tar)				
	Wash Hand Basin (Counter Top)				
	Countertop wash hand basin size 635 x 500mm with one tap hole, 32mm				
D	diameter chrome plated chain waste, chain stay hole, chrome plated non-	6	No		
D	conculsive time delay press action pillar tap and heavy duty plastic bottle trap (32mm 'P' trap) with 75mm seal. All to be as Twyfords "CAPRICORN" or equal	6	No		
	and approved.				
	<u>Urinal bowl (1No.)</u>				
Е	Ceramic urinal bowls firmly fixed on the wall with chrome plated screws				
	complete with 40mm diameter heavy duty plastic bottle p-trap with 75mm deep	3	No		
	seal and 40mm diameter chrome plated outlet with grating.				
	Urinal Flush Valves				
F	25mm diameter Urinal bowl flush valve for above urinal bowls complete with,				
	back entry, with integral vacuum breaker, non-hold open features and non-return	3	No		
	valve, inlet control stop and wall plate comprising flush valve, bentchrome plated	5	140		
	flush pipe and rubber pipe connector.				
	Stand pipe				
F	15mm 2Metres long GMS stand pipe each complete witli 15mm chrome plated	4	No.		
-	pegler bib tap				
	Carried Forward to Collection Page				

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
А	Shower Fitting and pillar tap Shower fitting comprising 2 no.s 20mm diameter stop cock, Instant shower fitting as Lorenzetti Instant Shower Bello Banho Ultra and Cobra 211- 15 Star Pillar tap	4	No.		
В	Disabled Persons Water Closet and Wash Hand Basin Facility Wheel chair accessible W.C facility Comprising of the following:- i)Close coupled W.C with 7.5 litre cistern with bottom inlet and overflow.The bowl shall be of size 375x560x420mm high.The bowl and cistern shall be manufactured from vitreous china complying with B.S 3402. The unit shall be complete with valveless cistern fittings including syphon, 1 /2" side inlet ballvalve, 3 /4" side overflow, plastics flushbend, inlet connector and reversible metallic chrome plated cistern lever.There shall also be a heavy duty seat (25mm high) and cover with chrome plated metal hinges, toilet roll holder, 610 x 450 x 6mm thick mirror and robe hook. ii)Semi pedestal wall mounted W.H.B of size 600x500x545mm high with flexible connectors to waste and taps.The basin shall be manufactured from vitreous china complying with B.S 3402.It shall have one L/H tap hole with 1/2" chrome plated lever action pillar tap, chrome plated waste with height adjustable trap, pedestal and wall fixing bolts.				
	 iii) Hinged support rail with toilet roll holder 770mm long manufactured in nylon coated aluminium and mounted on a wall fixing plate size 230x100 mm, 4No 600mm grab rails with covered wall plates. The set shall be as Twyfords DOC.M wheelchair accessible W.C. facility or approved equivalent. 	2	set		
	Hand Drier.				
С	Automatic hand drier in white colour, with low consumption and optimum hand drying.operating on an infra-red automatic sensing system with heating element safety cut out complete with plastic rawl plugs and fixing screws. The hand drier to have a heating capacity of at least 1.1kw and performance flow rate of at least 102m3/h. It shall have a noise level below 72.5 dBA at 2m 1.5m. It shall be as Mediclinic Smartflow M04A or approved equivalent.	4	No		
D	Soap Dispenser. Wall mounted liquid soap dispenser of 1.1 L capacity, in white finish to be installed directly on the wall complete with plastic rawl plugs, fixing screws, lock and key complete with initial fill of soap gel. The soap dispenser to be as MEDICLINIC'S DJ0010F model, or approved equivalent.	4	No		

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	Carried Forward to Collection Page				
А	<u>Mirrors</u> 6mm thick polished plate glass, silver backed mirror with beveled edges, size 610x497mm plugged and screwed to wall with 4No. Chrome plated chrome capped screws and 5mm thick foam back rest.	6	No		
В	<u>Toilet Brush Holder.</u> Toilet brush holder in vitreous china mounted onto cocealed screw to wall wedges.	8	No		
С	<u>Toilet Roll holder.</u> Fully recessed toilet roll holder in vitreous China of size 165x165 mm in approved colour as " TWYFORD VC " 9806 WH or equal and approved.	8	No		
D	Robe Hook Vitreous China in approved colour mounted onto cocealed screw to wall wedges in approved colour. As "TWYFOND OCEAN" OC 6858 WH or approved equivalent.	12	No		
Е	Flexible tubing 12mm diameter 300mm long Copper tubing bent as required including jointing to GMS pipe and fitting complete with 15mm diameter angle valve.	20	No		
	Carried Forward to Collection Page				
	COLLECTION PAGE				
А	Brought Forward from page Bill 4/S1/1				
В	Brought Forward from page Bill 4/S1/2				
С	Brought Down From Above				
	TOTAL SANITARY FITTING CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	 INTERNAL PLUMBING Supply, deliver and install for fixing of the following PPR pipework and fittings as described and shown on the drawings including jointings, couplings etc necessary for the proper and satisfactory functioning of the system to the Engineer's approval, pipe jointing shall be by polyfusion or use of electric coupling. Tenderer must allow in their prices for all the couplings, connectors, unions joints, all the Metal/plastic threaded adaptors where required for the connection of sanitary fixtures, valves, sockets, sliding and fixed joints, support raceways, isolating sheaths, elastic materials, expansion arms and bends, crossovers etc. as required in the running lengths of pipework and also where necessary, for pipe fixing clips, holder bats plugged and screwed, and pipe sleeves through structural members. 				
	PPR-C pipework				
А	63 mm diameter PPR pipe	44	LM		
В	50 mm ditto	132	LM		
С	40 mm ditto	12	LM		
D	32 mm ditto	16	LM		
Е	25 mm ditto	18	LM		
	Extra over PPR-C pipework for the following Bend/elbow				
F	50 mm diameter bend	9	No.		
G	40 mm ditto	16	No.		
Н	32 mm ditto	14	No.		
Ι	25 mm ditto	16	No.		
	Carried Forward to Collection Page				I

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	Tees				
А	40mm diameter equal tee	12	No.		
В	32mm ditto	10	No.		
С	25mm ditto	16	No.		
D	63 x 50mm diameter unequal tee	4	No.		
Е	63 x 25mm ditto	3	No.		
F	50 x 40mm ditto	4	No.		
G	50 x 25mm ditto	4	No.		
	Reducers				
Н	63 x 40mm diameter reducer	1	No.		
Ι	50 x 40mm ditto	2	No.		
J	40 x 32mm ditto	1	No.		
K	32 x 25mm ditto	4	No.		
	Peglar Gate Valves				
L	40mm diameter full way gate valve with wheel head and jointing to tubing as 'PEGLAR' or approved equivalent.	2	No.		
М	32mm ditto	1	No.		
Ν	20mm ditto	1	No.		
	<u>Unions</u>				
Р	75mm -ditto-	1	No		
Q	50mm -ditto-	1	No		
R	40mm -ditto-	4	No		
S	32mm -ditto-	1	No		
Т	25mm -ditto-	1	No		
	<u>Sockets</u>				
U	63mm diameter pipe socket	2	No.		
V	50mm diameter ditto	2	No.		
W	40mm diameter ditto	3	No.		
Х	25mm diameter ditto	4	No.		
	Transition fittings				
Y	40mm x11/4" transition fittings	8	No.		
Z	32mm x 1" ditto	4	No.		
A	25mm x 3/4" ditto	4	No.		
В	25mm x 1/2" ditto	10	No.		
	Carried Forward to Collection Page				

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	COLLECTION PAGE				
А	Brought Forward from page Bill 4/S1/4				
	210 agus 1 or mara 110m page 200 () 02/ 1				
В	Brought Forward from page Bill 4/S1/5				
D	biought rorward from page bin 47.317.3				
	TOTAL INTERNAL PLUMBING CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	INTERNAL AND EXTERNAL DRAINAGE.				
	Supply and fix uPVC soil system to BS 4660 and BS 4515 and mU PVC waste systems to BS 5255 with screwed and socketed joints to BS 21. solvent welded joints shall be as per the system's manufacturer's written instruction. Tenderer must allow in their pipework prices for all the couplings, connectors, joints etc as required in the running lengths of the pipework and also where necessary for fixing clips, holder bats plugged and screwed.				
	UPVC and Mupvc pipework				
А	150mm diameter golden brown UPVC class 'D' pipes	120	Lm		
В	100mm diameter golden brown class 'D' pipes	58	Lm		
С	50mm diameter waste pipes	80	Lm		
D	40mm diameter waste pipes	36	Lm		
	Extra over UPVC pipework for the following:-				
Е	100mm diameter sweep bend	8	No.		
F	100x50mm diameter reducing bush	7	No.		
G	100mm diameter long radius bends	2	No.		
Н	100mm diameter WC connector	8	No.		
Ι	100mm diameter weathering slate and vent cowl	2	No.		
J	100x50mm diameter trapped floor gulley c/w grating and cover	7	No.		
Κ	50mm diameter sweep tee	2	No.		
L	40mm diameter sweep tee	6	No.		
М	50mm dia diameter sweep bend	2	No.		
Ν	40mm dia diameter sweep bend	8	No.		
Р	50mm diameter access plug	4	No.		
Q	40mm diameter access plug	4	No.		
R	40x32mm diameter socket reducer	6	No.		
	Carried Forward to Collection Page				

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
A	Gulley Trap 300x300x200mm deep concrete gulley trap complete with 100mm diameter UPVC 'P' Trap gulley and 14 SWG cover with handle. Inspection Chambers: Construct man hole size 600x450mm and approx. 750mm deep with 200mm thick wall and 200mm thick base of concrete class N15. Man hole to be complete with 250mm thick benching with drain channels and 15mm internal plaster, top slab/screed, backfilling, carting away of surplus material and making	9	No.		
	good. The Manhole to be Complete with Man hole cover size 600x450mm and frame all in light duty cast iron with greased air tight seal and recessed cover for concrete infill.				
	ž				
	COLLECTION PAGE				
А	Brought Forward from page Bill 4/S1/7				
В	Brought Down from Above				
	TOTAL FOR INTERNAL DRAINAGE CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	COLLECTION PAGE				
А	SANIT'ARY FITTINGS	Bill 4/S1	/3		
В	INTERNAL PLUMBING	Bill 4/S1	/6		
С	INTERNAL AND EXTERNAL DRAINAGE	Bill 4/S1	/8		
	TOTAL FOR SANITARY & PLUMBING				
	SANITARY AND PLUMBING				
	TOTAL FOR SANITARY & PLUMBING CARRIED TO SUMMARY				

Item	Description	Qty	Unit	Rate	Amount
	BILL NO. 4: SECTION NO. 2				
	COLD ROOM INSTALLATIONS				
А	14 kW evaporator unit	2	No		
В	14kW Semi-hermetic type Condensing Unit to match the load of the indoor unit as Bitzer or equivalent	2	No		
С	Copper piping/Amaflex insulation (20m length)	2	Item		
D	filter drier	2	No		
Е	Control panel for the Cold Room	2	No		
F	Thermostat for the cold room	2	No		
G	Dial Thermometer for the cold room	2	No		
Н	Solenoid valve for cold room Condensing unit	2	No		
Ι	LP/HP Cut out switch for cold room condensing unit	2	No		
J	High pressure gauge	2	No		
К	Low pressure gauge	2	No		
L	Thermal Expansion valve TEV	2	No		
М	14A compressor unit	2	No		
Ν	Sight glass	2	No		
О	Insulated door for the Cold Room as specified	2	No		
Р	Vapour seal (Square meters)	140	Sm		
Q	Thermal insulation 150mm thick polyurethane	140	Sm		
R	3 mm Chequered Aluminium plate	100	Sm		
S	23 Gauge Aluminium sheet	100	Sm		
Т	65W Vapour Proof Lighting Fittings	10	No		
U	Electrical Conduits and Wiring	1	Item		
V	Allow for Purging, charging, testing, commissioning and cleaning of the cold room	2	Item		
	TOTAL FOR COLDROOM CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	BILL NO. 4: SECTION NO. 3				
	EXTERNAL RETICULATION				
	Supply, deliver and install for fixing of the following PPR pipework and fittings as described and shown on the drawings including jointings, couplings etc necessary for the proper and satisfactory functioning of the system to the Engineer's approval, pipe jointing shall be by polyfusion or use of electric coupling.				
	Tenderer must allow in their prices for all the couplings, connectors,unions joints, all the Metal/plastic threaded adaptors where required for the connection of sanitary fixtures, valves, sockets, sliding and fixed joints, support raceways, isolating sheaths, elastic materials, expansion arms and bends, crossovers etc. as required in the running lengths of pipework and also where necessary, for pipe fixing clips, holder bats plugged and screwed, and pipe sleeves through structural members.				
А	16 Bar (PN16) HDPE PIPEWORK 50 mm diameter pipework	200	LM	1,000	200,000.00
В	<u>Extra over HDPE pipe</u> 50 mm dia. Bend	5	No.	1,000.00	5,000.00
	PPR-C pipework			ľ	
С	63 mm diameter PPR pipe	16	LM		
D	40 mm ditto	100	LM		
Е	32 mm ditto	60	LM		
F	25 mm ditto	60	LM		
	Extra over PPR-C pipework for the following				
	Bend/elbow				
G	63 mm ditto	10	No.		
Н	40 mm ditto	18	No.		
Ι	32 mm ditto	22	No.		
J	25 mm ditto	10	No.		
	TOTAL INTERNAL PLUMBING CARRIED TO COLLECTION				
	Brought Forward from Previous Page				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Tees				
А	63mm diameter tee	2	No.		
В	40mm ditto	8	No.		
С	32mm ditto	6	No.		
D	25mm ditto	4	No.		
Е	32 x 25mm diameter unequal tee	2	No.		
	<u>Reducers</u>				
F	63 x 32mm diameter reducer	2	No.		
G	40 x 25mm ditto	2	No.		
Н	32 x 25mm ditto	2	No.		
	Peglar Gate Valves				
Ι	50mm diameter full way gate valve with wheel head and jointing to tubing as 'PEGLAR' or approved equivalent.	1	No.		
J	32mm ditto	4	No.		
К	32mm Non Return Valve	2	No		
	Unions				
L	40mm -ditto-	6	No		
	Sockets				
М	40mm diameter pipe socket	10	No.		
Ν	32mm diameter ditto	2	No.		
Р	25mm diameter ditto	10	No.		
	Transition fittings				
Q	63mm x 2" transition fittings	2	No.		
R	40mm x 11/4" ditto	18	No.		
S	25mm x 1/2" ditto	3	No.		
	TOTAL INTERNAL PLUMBING CARRIED TO COLLECTION				
	ROOF TANKS				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
А	Vertical close end plastic moulded tank of capacity 5,000litres.The tank to be assembled complete with cover and having screwed connections for inlet, outlet, overflow, 32mm medium pressure ball valve, drain pipes and any other necessary item for its proper functioning. The tank shall be mounted on a platform and shall be as ROTO Model or approved equivalent.		No		
В	Excavations Excavate trench for pipe not exceeding 100mm diameter and not exceeding 700mm deep averaging 500mm deep part return fill, ram and part cart away	100	Lm		
С	Valve/Water Meter Chamber Meter chamber size 450x450x600mm deep with 100mm concrete (1: 3: 6) base 50mm block sides rendered all round in cement and sand (1:4) and with approved hinged and flanged cast iron cover and frame including all necessary excavation, disposal and formwork.	1	No.		
D	Pipe Sleeves 100mm diameter heavy duty PVC Class 41 pipe sleeves for crossing over pathways and driveways. The sleeves will be encased in 150mm concrete sorround.		Lm		
E	Pressed Steel Sectional Tank plates 6mm thick plates (size 1000mm x 1000mm) capacity of tank to be 30,000 litres and of preferred dimensions 5000mm x 3000mm x 2000mm. The tank to come complete with tank cover, internal and external laders, mosquito proof inspection vent, internal stays, jointing material, bolts and nuts including applying two coats of non-toxic bituminous paint on the inside and two coats of aluminum paint on the outside.	1	No		
F	Gate Valve Indicator Plates Standard precast concrete Sluice valve marker post marked 'GV' set in concrete (1:3:6) base, including formwork, excavations backfilling and disposal. The plate to be painted with blue gloss oil paint.		2	2,500	5,000.00
G	Water Line Markers Standard precast concrete water line marker, post marked 'WL' set in concrete (1:3:6) base, including formwork, excavations backfilling and		5	2,500	12,500.00
	disposal. The plate to be painted with blue gloss oil paint. Carried Forward to Next Page				
	Brought Forward from Previous Page				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
А	Bulk and check Water Meters 32mm bulk water meter as 'Kent' or equal and approved equivalent for the connection to the water main supply to site and include county water connection charges.	1	No.		
В	Water Booster Pumps A set of automatic electrically driven booster pumps one duty and the other standby, capable of delivering 5 m ³ /hr against a head of 10m with as DAYLIFF DB4-40 or equal and equivalent. The pump shall be complete with 60litre pressure vessel, controls and control panel, electrical works including wiring and fitting from the isolator to pumps, control panel and float switches. and all necessary accessories required for proper and satisfactory operation complete with anti- vibration mounted platform.	1	Set		
С	<u>Testing and commissioning</u> Allow for sterilization of the cold water system, pressure testing and commissioning of the Plumbing installation.	SUM			
	TOTAL ROOF TANKS CARRIED TO COLLECTION				
	COLLECTION				
А	INTERNAL PLUMBING	Bill 4/S	53/2		
В	EXTERNAL DRAINAGE WORKS	Bill 4/S	1 54/4		

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	TOTAL FOR WATER RETICULATION				
	TOTAL FOR WATER RETICULATION CARRIED TO				
	SUMMARY				

SECTION NO. 4

RAIN WATER GOODS

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	RAIN WATER HARVESTING				

Supply, deliver and install die following UPVC, MUPVC, soil and waste systems respectively to B.S 5255 with fittings fixed to Manufactures				
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 also where necessary, for pipe fixing clips, holder bats				
plugged and screwed for the proper and satisfactory functioning of the				
<u>system.</u>				
Pipes				
Blocked End with outlet for 75mm diameter pipe 2000mm long	8	No		
100 mm Down Pipe	30	Lm		
Ditto Swan neck	8	No		
Bends				
60 Degree Bend	8	No		
150 X 100 half round gutter complete with fixtures and accesorries	60	Lm		
Extra over ditto for stopped ends	12	No		
Ditto for outlets				
Ditto for outlets	6	No		
250 dia support brackets	18	No		
250 dia joint union				
	9	No		
110mm dia heavy duty PVC rainwater downpipe fixed to wall with	32	Lm		
holder clips	52	L111		
Extra over ditto for swan neck	12	No		
	10	NT		
Ditto for Horse shoe	12	No		
100mm dia. UPVC ballon outlet guards as 'Flopast' for leaf or debri		P P		
protection	8	No.		
protection		1 1		
First Flush Water Diverter	1	No.		
		1 1		
Water Storage Tank		1 1		
Vertical close end plastic moulded tank of capacity 4,000 litres and				
diameter 1730 x 1970 mm high. The tank to be assembled complete with				
cover and having screwed connections for inlet, outlet, overflow,				
medium pressure ball valve, drain pipes and any other necessary item for	1	No.		
its proper functioning. The tank shall be mounted on a platform and				
shall be as ROTO Model or approved equivalent.				
TOTAL FOR RAINWATER GOODS			<u> </u>	_
101/1L I OK KAIIVWATEK GOOD5			1	
			1	
			1	
RAINWATER GOODS			1	
			1	
			1	
			1	
				_
TOTAL FOR RAINWATER GOODS CARRIED TO BILL NO. 4			Í	

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	BILL NO. 4: SECTION NO. 5				
	PORTABLE FIRE FIGHTING EQUIPMENT (Provisional)				
	Supply, Deliver and install the following portable fire fighting equipment complete with initial charge and Pressure gauge including fixing wall brackets:				
	<u>CO₂ Gas Fire Extinguisher</u>				
А	4.5kg dry CO_2 gas portable fire extinguisher complete, with squeeze grip operating head, and discharge nozzle, fully charged.	4	No.		
	Dry Chemical Powder Extinguisher				
В	9kg dry Chemical powder fire portable extinguisher complete, with squeeze grip operating head, and discharge nozzle, fully charged.	4	No.		
	Water/ CO ₂ Extinguisher				
С	9 litres water/ CO_2 gas portable fire extinguishers complete with cap, washer, and siphon-tube CO_2 cartridge and flexible rubber hose nozzle fully charged.	4	No.		
	Manual Alarm bell				
D	22cm (9") wall mounted manual rotary alarm bell	4	No.		
Е	Fire exit signs	4	No.		
F	Fire instruction notices	4	No.		
	Builder's works				
G	Allow for all builders' works in connection with portable fire fighting equipment and installation	1	Item		
	TOTAL PORTABLE FIRE FIGHTING EQUIPMENT CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT		
	HOSE REEL INSTALLATION SYSTEM				
	Supply and fix the following fire fighting installations and equipment as described and shown on the drawing.				
	Pipework shall be to BS 1387 class 'B' medium grade galvanized mild steel and fittings to BS 143 medium grade galvanized steel.				
	Tenderers must allow in pipework prices for all couplings, unions, nipples, sockets connectors, joints, etc in running lengths of pipes and also where necessary for fixing clips, holderbats plugged and screwed.				
	GMS Pipework				
А	25mm diameter pipe GMS class 'B'	40	LM		
В	50mm ditto	145	LM		
	<u>Elbows</u>				
С	25mm diameter malleable iron elbow	24	No.		
D	50mm ditto	24	No.		
	Tees				
Е	50x25mm diameter malleable iron unequal tee	16	No.		
F	50mm dia equal tee	16	No.		
	Reducers				
G	50x25mm diameter reducer	4	No.		
	Gate Valves				
Н	25mm diameter bronze gate valve to BS 5154	8	No.		
Ι	50mm ditto	16	No.		
J	50mm diameter non return valve	2	No.		
	<u>Unions</u>				
К	25mm dia. Unions	32	No.		
L	50mm ditto	12	No.		
	<u>Sockets</u>				
М	50mm dia sockets	28	No.		
	Hose reel				
N	20mm dia. x 30m long swinging type fire hosereel complete with delivery valve, mild steel feed pipe, isolation valve guide, 5mm dia. bronze nozzle and all other necessary accessories as ' ANGUS FIRE ARMOUR" or equal and approved quivalent.	4	No.		
	Carried Forward to Next Page				

	1	1	I	I	I
	Brought Forward from Previous Page				
	Pumps for Hose-reel System				
А	Fully automatic package unit water pressure booster pumpset capable of delivering 2.3 litres/sec against a static pressure head of 25m. The pumpset shall comprise 2No. pumps (one duty, one standby), mountings, control gear, pressure switch and pneumatic vessel, all on a common frame.	1	set		
	Control shall be effected via a pressure switch through a pre- wired control panel, which shall give automatic changeover from duty to standby after every cycle of operation. The controls shall also include motor under-voltage/over-voltage protection devices and incorporate a float switch for protection against dry running.				
	The pumpset shall be pre-assembled complete with pipework, and fittings (unions, water strainers, isolation valves, non-return valves, etc) ready for connection to water tank outlet and to the hose-reel supply pipework.				
	The pumpset shall be as 'PULLEN FIREPAK' AS MANUFACTURED BY Pullen Pumps Ltd or equal and approved.				
	Electrical works				
В	Electrical works including wiring and fitting from the isolator to the pumps and float switch. The power connection to the isolator shall be provided by others.	Item	sum		
	TOTAL HOSEREEL INSTALLATION SYSTEM				
	CARRIED TO COLLECTION				

	COLLECTION PAGE	
А	PORTABLE FIRE FIGTHING EQUIPMENT	
В	HOSEREEL INSTALLATION SYSTEM	
	TOTAL FIRE SUPPRESSION	
	TOTAL FIRE SUPPRESSION CARRIED TO SUMMARY	

BILL NO. 4: SECTION NO. 6

ELEVATED WATER TOWER

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEVATED WATER TANK				
	(All Provisional)				
	<u>SUBSTRUCTURES</u>				
A	Clear site of all bushes, scrub, and undergrowth, grab up their roots and burn the arising materials on site	SM	22		
В	Column pit excavations commencing from ground level but not exceeding 1.5m deep	СМ	4		
С	Ditto but exceeding 1.5m deep but no exceeding 3.0m deep	СМ	4		
D	Extra over all kinds of excavations for rock	СМ	2		
E	Load and cart away excavated materials to a site approved by the local authority	СМ	6		
	<u>Backfilling</u>				
F	Backfill approved imported murram around foundations and compact	СМ	2		
	<u>Column Base</u>				
	Plain in-situ concrete class 15/20; tamped:				
G	50mm thick under column bases	SM	11		
	Vibrated reinforcement concrete; class 25/20:				
н	Column Base	СМ	4		
J	Columns	СМ	2		
	Carried Forward to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>Formwork</u>				
A	Sawn formwork to:				
В	Edges of concrete blinding not exceeding 75mm high	LM	26		
с	Edges of column bases; 75-150mm high	LM	26		
D	Column Sides	SM	15		
	High yield deformed steel bar reinforcement to B.S 4449; including cutting, bending, tying wire, and spacer block;				
E	Assorted reinforcement bars	KG	750		
	Base Plate				
F	400x400x20mm thick mild steel base plate with 4 in no. holes	NO	4		
G	450mm long holding down bolts; 25mm diameter complete with nuts and washers	NO	16		
	Carried Forward to Collection				
H	<u>COLLECTION</u> Brought forward from page BILL 4/S6/1 Brought Down from Above				
	TOTAL FOR SUBSTRUCTURES CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	STEEL TOWER All steel work shall be primed with two coats zinc chromate primer before fixing and touched up with one coat after fixing. Prices shall include cost of steel members, assembling, fixing in position and of all associated gusset plates, cleats, caps, splice plates, brackets, stiffeners and any other sundries; weight of the sundries is aggregated with the weight of the member to which they are attached; All to be in accordance to the Project Manager's details and approval				
А	150x150x10mm thick SHS column; 3m long with top and bottom plates (m.s)	LM	36		
В	75x75x6mm RSA vertical braces	LM	108		
с	50x50x6mm thick SHS beams	LM	36		
D	50x50x6mm thick RSA horizontal braces	LM	18		
E	254x146mm (31kg/m) Uninversal Beam	KG	312		
F	200x100x24kg/m Universal beam	KG	896		
G	50x50x4mm thick RSA support angles	LM	22		
н	Ditto on under tank	LM	38		
J	50x50x6mm thick RSA under walking platform	LM	38		
к	Prefabricated cat ladder to engineer's detail	LM	12		
L	Railing around walkway to detail	SM	23		
м	3mm thick chequered plate	SM	15		
 	TOTAL FOR STEEL TOWER CARRIED TO				
	SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SUMMARY</u>				
А	SUBSTRUCTURES				
В	STEEL TOWER				
	TOTAL FOR STEEL TOWER CARRIED TO MAIN				
	SUMMARY				

BILL NO. 4 SUMMARY MECHANICAL INSTALLATIONS A SANITARY & PLUMBING B COLDROOMS C WATER RETICULATION D RAIN WATER GOODS F ELEVATED WATER TOWER	ITEM	DESCRIPTION	AMOUNT
A SANITARY & PLUMBING B COLDROOMS C WATER RETICULATION D RAIN WATER GOODS E FIRE SUPPRESSION		BILL NO. 4 SUMMARY	
C WATER RETICULATION D RAIN WATER GOODS E FIRE SUPPRESSION	A		
D RAIN WATER GOODS E FIRE SUPPRESSION	В	COLDROOMS	
E FIRE SUPPRESSION	с	WATER RETICULATION	
	D	RAIN WATER GOODS	
F ELEVATED WATER TOWER	E	FIRE SUPPRESSION	
TOTAL CARRIED TO GRAND SUMMARY	F		

BILL NO. 5

PROPOSED BUMALA MARKET ELECTRICAL INSTALLATIONS

BILL NO. 5: SECTION 1 GROUND FLOOR ELECTRICAL INSTALLATIONS

	SECTION 1 : LIGHTING INSTALLATIONS				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Supply install test and commission the following			SHS.	SHS.
	Supply, install, test and commission the following: LIGHTING POINTS AND SWITCHES				
А		ł			
A	Lighting points wired in 3 x 1.5sq.mm PVC insulated single core copper wires drawn in 20 mm diameter heavy gauge PVC conduits				
	saddled surface on the ceiling slab and roof trusses, one way switched				
	complete with all accessories, but excluding switch and fitting.				
	i) One way switching	No.	20		
	ii) Two way switching	No.	20 80		
	n) Two way swhening	INO.	80		
В	10A white moulded plate switches flush mounted on wall as MK Logic				
	Plus WHI/Crabtree/Clipsal.				
	i) One gang, one way	No.	20		
	ii) One gang, two way	No.	7		
	iii) Two gang, two way	No.	2		
	iv) Three gang, two way	No.	1		
	v) Four gang, two way	No.	1		
	vi) Contactor 3P 240V 20A	No.	1		
	vii) Timer digital switch as Tronic	No.	1		
С	Photocell control switch as Zodion or approved equal	No.	1		
	LIGHTING FITTINGS				
D	Vapour proof Circular Surface Light fitting with Opal Glass diffuser				
	white finish base as Fumagalli or Approved Equivalent c/w 15W				
	Philips LED bulb	No.	5		
E	1200mm, 1x18W Bare batten LED fitting as Osram ledvance or				
	approved equal	No.	10		
F	1200mm, 1x18W IP65 rated dust and moisture resistant LED fitting				
	with injection moulded GRP Canopy and Polycarbonate diffuser and				
	stainless steel toggles as Osram or approved equal	No.	80		
G	1200mm, 2x18W IP65 rated dust and moisture resistant LED fitting				
	with injection moulded GRP Canopy and Polycarbonate diffuser and				
	stainless steel toggles as Osram or approved equal	No.	10		
Н	Solar LED Light Fitting: 300W LED wintegrated lithium ion battery,				
	& automatic charger and controller, arm mounted w bracket +				
	mounting sundries as Dayliff Pathway or approved equal to last down	No.	16		
	Total Section1 / Pg1 Carried Forward to Collection Page				

TTTT A	SECTION 1 / PG 2: POWER INSTALLATIONS	TINITT		DATE	
ITEM	DESCRIPTION	UNIT	QTY.		AMOUNT
				SHS.	SHS
•	Supply, install, test and commission the following:				
А	13 Amp ringmain socket outlet points wired in 3 x 2.5sq mm PVC				
	single core copper cables drawn in 25mm H/G PVC conduits				
	concealed in wall and floor slab complete with all accessories but				
	excluding the socket outlet plate	No.	25		
В	13Amp standard twin switched moulded socket outlet plates with neon				
D	indicator, mounted flush on wall as MK Logic Plus WHI or	No.	25		
	increator, mounted musicon wan as wire Logie rates with or	110.	23		
С	25mm diameter heavy gauge PVC conduit links concealled in walls				
	and floor slab, complete with couplers, threads, etc.	LM	80		
D	38mm diameter heavy gauge PVC conduit links concealled in walls				
	and floor slab, complete with couplers, threads, etc.	LM	100		
Е	Shower DP power points comprising wiring in 3 x 4.0mm2				
	PVC/SC/CU cables drawn in 20mmØ HG/PVC conduits complete with				
	all necessary accessories	No.	4		
F	20A, DP control switch with neon light and cord outlet for Shower				
	above as Crabtree or approved equivalent	No.	4		
G	Water/hose reel pump power points comprising wiring in 5 x 4mm2				
	PVC/SC/CU cables drawn in 25mmØ HG/PVC conduits complete with				
	all necessary accessories (approximate length of 50m for each point)				
		No.	3		
Н	22.4 TDN isolator cord outlat as KATKO Tropic or approved				
п	32A TPN isolator cord outlet as KATKO, Tronic or approved		3		
	equivalent	No.	3		
Ι	Data outlet points comprising 25mmØ concealed HG PVC conduits				
I	complete with draw wire c/w blanking cover.	No.	15		
		1.0.	10		
J	4-Way, SPN Consumer Unit c/w 100A integral DP Isolator as				
	Schneider Electric, Tronic, Dorman Smith or approved equivalent	No.	1		
Κ	Curve 'B' SP Miniature circuit breakers for the consumer unit above as				
	Schneider Electric, ABB, Terrasaki or approved equivalent				
	i) 10A	No.	1		
	ii) 20A	No.	1		
	iii) blanking plates	No.	2		
т	6 Way SPN Concumer Unit a/w 100 A integral DD Isolator of				
L	6-Way, SPN Consumer Unit c/w 100A integral DP Isolator as	Ne	2		
	Schneider Electric, Tronic, Dorman Smith or approved equivalent	No.	3		
М	Miniature circuit breakers (MCB) type 'B' for the consumer unit above				
	as Schneider Electric, ABB, Terrasakior approved equivalent				
	i) 10A	No.	3		
	ii) 20A	No.	3		
	iii) blanking plates	No.	12		
	,0 r				
	Total Section1 / Pg2 Total Carried Forward to Collection Page				

	SECTION 1 / PG 3: POWER INSTALLATIONS	TINIT		DATE	
ITEM	DESCRIPTION	UNIT	QTY.		AMOUN
				SHS.	SHS
	*continued power installations				
А	4-Way, TPN Distribution Board c/w integral 125A integral isolator				
	MCCB as Schneider Electric, Tronic, Dorman Smith or approved				
	equivalent	No.	2		
В	Miniature circuit breakers (MCB) type 'B' for the consumer unit above				
	as Schneider Electric, ABB, Terrasaki or approved equivalent				
	i) 10A	No.	2		
	ii) 20A	No.	2		
		No.	$\frac{2}{2}$		
	iii) 32A				
	iv) 32A MCCB TP	No.	1		
	v) blanking plates	No.	3		
С					
C	Sub-mains comprising of 6mm ² 2-C PVC/PVC copper Twin w Earth				
	cable from the Meter Board to Consumer Units	Lm	200		
D		I m	50		
D	Sub-mains comprising of 4-Core 6mm ² PVC/SWA/PVC Copper Cable	Lm	- 50		
	drawm in 38mm dia. H/G PVC conduits from meter board to the cold room				
	DBs				
Е	Sub-mains comprising of 4-Core 10mm2 PVC/SWA/PVC Copper	Lm	80		
E	Cable	LIII	80		
	Cable				
F	250 x 250 x 50mm G.I. Recessed adaptable box	No.	1		
G	Purpose built powder coated steel gauge 14 cabinet to house 1no. 3P	No.	1		
	contactor + timer + overide switch c/w din rail, screws, plugs and all				
	mounting accessories et al				

ITEM	DESCRIPTION	AMOUNT SHS.
	COLLECTION PAGE	5115.
C1.1	TOTAL FOR SECTION 1 / PG Bill 5/S1/1 BROUGHT FORWARD	
C1.2	TOTAL FOR SECTION 1 / PG Bill 5/S1/2 BROUGHT FORWARD	
C1.3	TOTAL FOR SECTION 1 / PG Bill 5/S1/3 BROUGHT FORWARD	
	TOTAL FOR BILL No. 5/SECTION 1/ C/ F TO MAIN SUMMARY PAGE	

BILL NO. 5: SECTION 2 FIRST FLOOR ELECTRICAL INSTALLATIONS

	SECTION 2 / PG 1: LIGHTING INSTALLATIONS				
ITEM	DESCRIPTION	UNIT	QTY		AMOUNT
	Sumply install test and commission the following:			SHS.	SHS.
	Supply, install, test and commission the following: LIGHTING POINTS AND SWITCHES				
•					
A	Lighting points wired in 3 x 1.5sq.mm PVC insulated single core				
	copper wires drawn in 20 mm diameter heavy gauge PVC conduits				
	saddled surface on the ceiling slab and roof trusses, one way switched				
	complete with all accessories, but excluding switch and fitting.				
	i) One way switching	No.	59		
	ii) Two way switching	No.	20		
В	10A white moulded plate switches flush mounted on wall as MK				
	Logic Plus WHI/Crabtree/Clipsal.				
	i) One gang, one way	No.	30		
	ii) One gang, two way	No.	5		
	iii) Two gang, two way	No.	3		
С	Photocell control switch as Zodion or approved equal	No.	1		
	LIGHTING FITTINGS				
D	1200mm, 1x18W IP65 rated dust and moisture resistant LED fitting				
D	with injection moulded GRP Canopy and Polycarbonate diffuser and				
		No.	48		
	stainless steel toggles as Osram or approved equal	INO.	40		
Е	1200mm, 2x18W IP65 rated dust and moisture resistant LED fitting				
	with injection moulded GRP Canopy and Polycarbonate diffuser and				
	stainless steel toggles as Osram or approved equal	No.	4		
F	Ceiling mounted standard straight batten c/w short skirt and B22 /				
	E27 terminal as Crabtree or approved equal.	No.	20		
G	Bulkhead light fitting c/w LED bulb as THORN PIAZZA or				
	approved equal	No.	7		
	Total Section2 / Pg1 Carried Forward to Collection Page				

ITEM	DESCRIPTION	UNIT	OTY.	RATE	AMOUN
		01111	×	SHS.	SHS
А	Supply, install, test and commission the following: 13 Amp ringmain socket outlet points wired in 3 x 2.5sq mm PVC single core copper cables drawn in 25mm H/G PVC conduits concealed in wall and floor slab complete with all accessories but		75		
	excluding the socket outlet plate	No.	75		
В	13Amp standard twin switched moulded socket outlet plates with neon indicator, mounted flush on wall as MK Logic Plus WHI,	No.	75		
С	Data outlet points comprising 25mmØ concealed HG PVC conduits complete with draw wire c/w blanking cover.	No.	50		
D	4-Way, SPN Consumer Unit c/w 100A integral DP Isolator as Schneider,Crabtree or approved equivalent	No.	22		
E	Curve 'B' SP Miniature circuit breakers for the consumer unit above as Merlin Gerin or approved equivalent i) 10A ii) 32A iii) blanking plates	No. No. No.	22 22 34		
F	6-Way, SPN Consumer Unit c/w 100A integral DP Isolator as Merlin Gerin or approved equivalent	No.	1		
G	Miniature circuit breakers (MCB) type 'B' for the consumer unit above as Merlin Gerin or approved equivalent i) 10A ii) 20A iii) 32A iv) blanking plates	No. No. No.	1 1 6		

ITEM	SECTION 2 / PG 3: POWER INSTALLATIONS DESCRIPTION	UNIT	QTY.	RATE	AMOUN
		01111	2	SHS.	SHS
	*continued power installations				
А	8-Way, SPN Consumer Unit c/w 100A integral DP Isolator as Merlin				
11	Gerin or approved equivalent	No.	1		
В	Miniature circuit breakers (MCB) type 'B' for the consumer unit above as Merlin Gerin or approved equivalent				
	i) 10A	No.	3		
	ii) 20A	No.	6		
	iii) 32A	No.	6		
	iv) blanking plates	No.	9		
С	Sub-mains comprising of 6mm ² 2-C PVC/PVC copper Twin w Earth				
	cable from the Meter Board to Consumer Units	Lm	1,350		
D	400 x 400 x 50mm G.I. Recessed adaptable box	No.	4		
E	25mm diameter heavy gauge PVC conduit links concealled in walls				
	and floor slab, complete with couplers, threads, bends etc.	LM	100		
F	32mm diameter heavy gauge PVC conduit links concealled in walls and floor slab, complete with couplers, threads, bends etc.	LM	100		
G	DATA / COMMUNICATION POINTS & ACCESSORIES 250 x 50mm 2-compartment trunking to details, in 14-gauge steel sheet powder coated finish, complete with cover, screws, and all				
	mounting accessories.	Lm	53		
Н	i) 250 x 50mm, factory-made corner-bends for the above trunking, same material and colour finish.	No.	5		
	ii) Single-outlet plates on the trunking, same colour finish	No.	18		
		No.	18		
	iii) Twin-outlet plates on the trunking, same colour finishiv) Allow for bonding of the entire trunking above to the standards	Lot	1		

ITEM	DESCRIPTION	AMOUNT SHS.
	COLLECTION PAGE	
C2.1	TOTAL FOR SECTION 2 / PG 1 BROUGHT FORWARD	
C2.2	TOTAL FOR SECTION 2 / PG 2 BROUGHT FORWARD	
C2.3	TOTAL FOR SECTION 2 / PG 3 BROUGHT FORWARD	
	TOTAL FOR BILL No. 5/SECTION 2/ C/ F TO MAIN SUMMARY PAGE	

BILL NO. 5: SECTION 3 MAINS INTAKE, DUCTING ELECTRICAL INSTALLATIONS

ITEM	SECTION 3 / PG 1: MAINS INTAKE, DUCTING AND POWE DESCRIPTION		-	RATE	AMOUNT	
		01111	VII.	SHS.	SHS.	
	Supply, install, test, and commission the following:					
Α	Front access key lockable metal clad meter board suitable for wall mounting and manufactured in 2mm gauge mild steel sheet, powder coated RAL grey complete with the following: i) Space for 1no. Three Phase Meter ii) Space for 22no. Single Phase Meters iii) Space for 3no. KPLC cut-outs including studs for mounting KPLC seals iv) Space for 32A MCCB 3P v) Space for 63A MCCB 3P v) Sealable studs for all cover plate screws, din-rail and all necessary accessories					
	vi) R,Y,B phase indicator LED lamps					
	vii) Heavy duty rubber lining for the door & perspex viewing					
	viii) 26No. 63/80Amps DP Switch	Item	1			
	viii) 1No. 100A TPN MCCB(adj. to 0.9I,0.8I and 0.7I) for the					
В	Comprehensive protective multiple earthing to achieve the required resistance (below one ohm) and earthing tests and preparation and submission of the report to the engineer comprising of a 6.0mm earth lead and 1800mm long by 15mm Diam. copper earth electrode with driving tip and rod to cable clamp,earth mats, treatment of the soil and allow for inspection manhole of 450mm by 300mm by 500mm deep manhole with cover marked "Earth"	No.	1			
		110.	1			
С	Attendance and follow up with power service provider (KPLC) during all relevant stages including application, follow up, service line and meter connections	Sum	1			
D	Labeling of all the final circuits in all Cus, DBs and the meter board above using traffolyte labels					
Е	100mm HG PVC conduit	No.	20			
F	150mm HG PVC conduit	No.	10			

BILL NO. 4; SECTION 4 CCTV SURVEILLANCE ELECTRICAL INSTALLATIONS

Item	Description	Unit	Qty	Rate Kshs	Total Kshs
	SECTION 4 / PG 1				
А	Supply, install, test, commission, and handover the following 16 channel NVR 16POE/POE+ ports H.265+ & H.264+ dual Codec 256Mbps bandwidth 1xHDMI & 1x VGA simultaneous output 1x RJ45 & 2x USB ports as Dahua N4216 or approved equal	No	2		
В	10TB Surveillance Internal Hard Drive SATA 6Gb/s, 256MB cache as Western Digital or Seagate or approved equal		4		
C	4MP Bullet Network Camera H.265+ compression, IP67, IK10, 2.8mm-12mm lens, 50m IR range, microSDXC slot of upto 256GB, night vision as Dahua or approved equal		20		
D	43" LED Monitor with HDMI, VGA and USB input ports	No.	1		
E	8-port Gigabit POE switch 802.1x security, as Dahua or approved equal	No.	1		
F	16-port Gigabit POE switch 1Gb SFP ports, 802.1x security, as Dahua or approved equal	No.	2		
G	1kVA 2U Rack-mount line interactive UPS pure sinewave, AVR, LCD display, EN/IEC 62040 as APC Smart or approved equal	No.	1		
Н	1U Rack Mount 6 Way Power Distribution Unit (PDU)	No.	1		
J	750VA line interactive UPS pure sinewave, AVR, EN/IEC 62040 as APC or approved	No.	1		
K	64GB microSDXC card as SanDisk Extreme or approved eq	No.	20		
ļ	SECTION 4 / PG1 CARRIED FORWARD TO COLLEC		N PA	GE	

Item	Description	Unit	Qty	Rate Kshs	Total Kshs
	SECTION 4 / PG 2				
A	15U Data Cabinet steel framework black, framed safety glass front lockable door, top and bottom cable access knockouts c/w patch panel racks & cable managers as Toten or approved equal		1		
В	6U Data Cabinet steel framework black, framed safety glass front lockable door, top and bottom cable access knockouts c/w patch panel racks & cable managers as Toten or approved equal		1		
C	48-port patch panel CAT6A 10Gb/s as Siemon or approved equal	No.	1		
D	24-port patch panel CAT6A 10Gb/s as Siemon or approved equal	No.	2		
Е	UTP 250MHz Category 6 data cable Cu conductor(305m roll)	No.	3		
F	1M CAT6 patchcords	No.	60		
G	RJ45 CAT6 data outlet plate	No.	60		
Η	Accessories i.e. RJ45 terminal clips&boots, screws, cable ties, cable clips, wall plugs et al	Lot	1		
	TOTAL FOR SECTION 7 / PG1 CARRIED FORWARD	то		LECTION	

COLLECTION PAGE				
Brought forward from Bill 2 / Section 4 / Pg1				
Brought forward from Bill 2 / Section 4 / Pg2				
TOTAL BILL NO. 5/SECTION 4/CCTV SURVEILLA FORWARD TO SUMMARY PAGE	TOTAL BILL NO. 5/SECTION 4/CCTV SURVEILLANCE CARRIED FORWARD TO SUMMARY PAGE			

BILL NO. 4; SECTION 5 ADDRESSABLE FIRE DETECTION ELECTRICAL INSTALLATIONS

				Kshs	Kshs
	SECTION 10 / PG 1				
А	Supply, install, test, commission, and handover the following: Fire Alarm system points comprising wiring in 2-core 1.5mm ² fire resistant screened cable drawn into concealed 20mm Ø PVC conduit. Cable to be FP200 or FIRETUF or approved		28		
	Intelligent optical smoke detector incorporating a short circuit isolator and alarm indicator LED visible 360 degrees, complete with base as CAP320 or approved equivalent		15		
	Intelligent thermal heat/smoke detector incorporating a short circuit isolator and alarm indicator LED visible 360 degrees, complete with base as CAH330 or approved equivalent		5		
	Addressable resettable call point incorporating integral short circuit isolator and reset key, designed to comply with EN54 pt11, complete with base as Cooper CBG370S or approved equal		4		
	Addressable wall sounder 2tone pulsed with flashing strobe and built in short circuit isolator as Cooper CASB383 or approved equal		4		
	2loop intelligent addressable control panel EN54 certified, monitoring of open and short circuit, with integral battery and power supply unit as Cooper CF3000 or approved equal	No.	1		
	Network interface for synchronising item F above as Cooper DF6000	No.	1		
	750VA line interactive UPS pure sinewave, AVR, EN/IEC 62040 as APC or approved equal	No.	1		
J	Interface module unit slc	No.	1		
К	Spur Unit Isolator Switch	No.	1		

BILL NO. 5; SECTION 6 30 METRE HIGH MAST LIGHTING

ELECTRICAL INSTALLATIONS

ГЕМ	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
	Section 6 / Pg 21				
	Supply, deliver, install and set to work the following:-				
	Sub-structure				
А	Excavate to for column bases[m/s] to an average depth not				
	exceeding 1500mm deep; cart away and dispose the arising to a	CM	5		
	location authorised by the PMR.				
В	Excavate pits in normal soil for for column bases commencing				
	from 1500mm up to a depth not exceeding 3000mm deep from	СМ	5		
	the ground level.				
С	Extra over for excavating in rock.	СМ	3		
C	Extra over for excavating in fock .	CIVI	5		
D	Load, cart away and spread extra excavation material on sited as		5		
	directed by the PMR.	CM	5		
E	Return, fill and ram selected excavated materials to sides of				
	foundation wall.	CM	3		
	Diain compares (1.4.8) as described in .				
F	Plain concrete (1:4:8) as described in :- Ditto but to column bases	СМ	2		
1		Civi	2		
	Reinforced concrete 1:1.5:3 as described in :-				
G	Column bases	СМ	1.5		
Η	Columns	СМ	1.5		
	Sawn formwork as described to :-				
J	Edges of column bases	SM	4		
17		CD (-		
K	Sides of columns	SM	5		
	High Tensile Reinforcement Bars to B. S. 4461 including				
	cutting, bending and all necessary spacer blocks : (
т	Provisional) [100 Kg/Cm] :-	V	20		
L	16 mm diameter	Kg	80		
					I

Section 6 / Pg 21 Sub-Total carried forward to Collection Pag	je		

Section 6 / Pg 22Image: Section 6 / Pg 22STRUCTURAL STEEL MASTImage: Section 6 / Pg 22ASom high 8-sided loctagonal mild steel street lighting column with an average radius of 100mm; fixed on to concrete columns1No.BLuminaire carriage assembly for mounting the flood lights1No.No.C400W warm white LED Floodlights fittings complete with control gar and LED lamp >50.000hours, IP66 as Philips or approved equal9No.DElectrical mechanical winch for lowering and raising the luminaire carriage assembly.1No.EInstallation of beacon light for the mast1No.GAway consumer Unit w 100Amp integral DP Isolator as MG or approved equal1No.JISA Miniature Circuit breaker as MG or approved equal1No.JISA Miniature Circuit breaker as MG or approved equal1No.MGarthing comprising of 6.0mm ² earth lead and 1800mm long by ISmm diameter cooper earth electrode with driving tip and clamp in 300mmy 300mm concrete manhole with removable cover.No.NImage: Amage:	ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
ASided [octagonal] mild steel street lighting column with an average radius of 100mm; fixed on to concrete columnss1No.BLuminaire carriage assembly for mounting the flood lights1No.C400W warm white LED Floodlights fittings complete with control gear and LED lamp >50,000hours, IP66 as Philips or approved equal9No.DElectrical mechanical winch for lowering and raising the luminaire carriage assembly.1No.EInstallation of beacon light for the mast1No.FLockable Control Pillar IP66, to house KPLC meter and associated switchgear.1No.H40A Double Pole contactor as MG or approved equal1No.JI5A Miniature Circuit breaker as MG or approved equal1No.L63A MCB with enclosure as MG or approved equal1No.MEarthing comprising of 6.0mm² earth lead and 1800mm long by ISmm diameter copper earth electrode with driving ip and clamp in a 300mmby 300mm concrete manbole with removable cover.100No.MIo.0mm²x 2core PVC/SWA/PVC copper cable to connect pore pillar in HG?PVC conduit measured elsewhere.100LmPTrenching, cable laying, tilling and back filling120LmQCable glands to terminate underground cable above2No.		Section 6 / Pg 22				
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Q Cable glands to terminate underground cable above 2 No.	Ν	from the Market Distribution Board to the Highmast control	100	Lm		
	Р	Trenching, cable laying, tilling and back filling	120	Lm		
R 12 months maintenance of the Highmasts 1 Item	Q	Cable glands to terminate underground cable above	2	No.		
	R	12 months maintenance of the Highmasts	1	Item		

Section 6 / Pg 22 Sub-Total carried forward to Collection Page		

			0.000		
ITEM		UNIT	QTY.	RATE	AMOUNT
	Section 6 / Pg 23				
А	Allow for lightning protecting installation complete with air terminal base (arrestors) and any other necessary accessories.	1	No.		
В	2.5 mm ² 2 core flexible cable from the terminal block to the luminaires.	75	М		
C	Allow for final connection to the luminaires in Twin with earth 1.5mm ² Copper PVC Insulated cable	18	М		
D	Allow for painting of the mast with reflective red/white paint to meet the requirements of the Kenya Civil Aviation (KCAA) and Energy and Petroleum Regulatory Authority (EPRA).	1	No.		
E	Allow for dusk to dawn timer switch with contactor control system with an overriding switch	1	No.		
	Section 6 / Pg 23 Sub-Total carried forward to Collection Pag	ge			

DESCRIPTION	AMOUN
Section 6 / Pg 24	
COLLECTION PAGE	
Total For Section 6 / Pg 21	
Total For Section 6 / Pg 22	
Total For Section 6 / Pg 23	

ТОТА	L FOR BILL No. 5/HIGH MAST LIGHTING / Section 6 C/ F TO MAIN SUMMARY	
PAGE		

PROPOSED CONSTRUCTION OF BUMALA MARKET IN ELECTRICAL INSTALLATIONS - BILLS OF QUANTITIES

MAIN SUMMARY PAGE

ITEM	DESCRIPTION	AMOUNT
		SHS.
MS.1	Total for Section 1 - Ground Floor	
MS.2	Total for Section 2 - First Floor	
MS.3	Total For Section 3 - Mains Intake, Ducting & Power Reticulation	
MS.4	Total for Section 4 - CCTV Survellance	
MS.5	Total for Section 5 - Addressable Fire Detection	
MS.6	Total for Section 6 - High Mast Lighting	
S.4	KPLC CHARGES ALLOW A PROVISIONAL SUM OF KES THREE MILLION (KES 3,000,000) FOR KPLC METERS, CAPITAL CONTRIBUTION, SERVICE LINE CONNECTION CHARGES AND RELATED INSTALLATIONS (To be expended as per KPLC quotation with the discretion of The PM)	3,000,000.00
	TOTAL FOR ELECTRICAL INSTALLATION WORKS CARRIED TO GRAND SUMMARY PAGE	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO. 6</u>				
	PROVISIONAL AND PRIME COST SUMS				
A	<u>Contingencies</u> Allow a provisional sum of Kenya Shillings Twelve Million (Kshs. 12,000,000.00) to be expended by the project manager to cover for contingencies				12,000,000.00
	<u>Branding</u>				
В	Allow a provisional sum of Kenya Shillings Four Hundred Thousand (Kshs. 400,000.00) for the supply and installation of various type of Branding as directed by the project manager				400,000.00
С	Boundary wall and gates Allow a provisional sum of Kenya Shillings Five million Five Hundred Thousand (Kshs. 5,500,000.00) for the construction of the boundary wall and the supply and installation of gates to be expended as directed by the project manager				5,500,000.00
D	<u>Gate houses</u>				
	Allow a provisional sum of Kenya Shillings Four million (Kshs. 4,000,000.00) for the construction of gate houses to be expended as directed by the project manager				4,000,000.00
Ε	Landscaping Allow a provisional sum of Kenya Shillings One million (Kshs. 1,000,000.00) for Landscaping to be expended as directed by the project manager				1,000,000.00
	TOTAL PROVISIONAL SUM CARRIED TO SUMMARY				

ITEM	DESCRIPTION	AMOUNT	
	PROPOSED CONSTRUCTION OF BUMALA COUNTY STRATEGIC MARKET IN BUSIA COUNTY		
	<u>GRAND SUMMARY</u>		
A	BILL NO. 1: GENERALS AND PARTICULAR PRELIMINARIES		
В	BILL NO 1: PROJECT PROVISIONS		
С	BILL NO. 2: MARKET BUILDING		
D	BILL NO. 3: ASSOCIATED CIVIL WORKS		
E	BILL NO. 4: MECHANICAL WORKS		
F	BILL NO. 5: ELECTRICAL WORKS		
G	BILL NO. 6: PROVISIONAL SUMS		
	SUB-TOTAL		
	ADD 16% VAT		
	GRAND TOTAL CARRIED TO FORM OF TENDER		
	Amount in Words:		
	Tenderer's Official Stamp		
	Signed:		
	(Contractor)		
	Address: Date:		
	Witness: Signed: Address:		
	Date:		

PART III - THE CONDITIONS OF CONTRACT AND CONTRACT

SECTION VIII - GENERAL CONDITIONS OF CONTRACT (GCC)

STATE DEPARTMENT FOR HOUSING AND URBAN DEVELOPMENT

PROPOSED CONSTRUCTION OF BUMALA COUNTY STRATEGIC MARKET IN BUSIA COUNTY

General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated below. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

"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.

"Base Date" means a date 30 day prior to the submission of tenders.

"Bill of Quantities" means the priced and completed Bill of Quantities forming part of the tender.

"Completion Date" means the date of completion of the Works as certified by the Engineer.

"Contract Price" means the price defined in the contract and thereafter as adjusted in accordance with the provisions of the Contract.

"Contract" means the agreement entered into between the Procuring Entity and the Contractor as recorded in the Agreement Form and signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein to execute, complete, and maintain the Works.

"Contractor's Documents" means the calculations, computer programs and other software, progress reports, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.

"Contractor's Equipment" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Procuring Entity's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

"Contractor's Personnel" means the Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labor and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.

"Contractor's Representative" means the person named by the Contractor in the Contractor appointed from time to time by the Contractor who acts on behalf of the Contractor.

"Contractor" means the person(s) named as contractor in the Form of Tender accepted by the Procuring Entity.

"Cost" means expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

"Day" means a calendar day and "year" means 365 days.

"Dayworks" means Work inputs subject to payment on a time basis for labour and the associated materials and plant.



"Defect" means any part of the Works not completed in accordance with the Contract.

"Defects Liability Certificate" means the certificate issued by Architect upon correction of defects by the Contractor.

"Defects Liability Period" means the period named in the Special Conditions of Contract and calculated from the Completion Date, within which the contractor is liable for any defects that may develop in the handed over works.

"Defects Notification Period" means the period for notifying defects in the Works or a Section (as the case maybe) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over the days stated in the Special Conditions of Contract.

"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.

"Final Payment Certificate" means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].

"Final Statement" means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate].

"Force Majeure" is defined in Clause19 [Force Majeure].

"Foreign Currency" means a currency of another country (not Kenya) in which part (or all) of the Contract Price is payable, but not the Local Currency.

"Goods" means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

"Interim Payment Certificate" means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.

"Laws" means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.

"Letter of Acceptance" means the letter of formal acceptance of a tender, signed by Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.

"Local Currency" means the currency of Kenya.

"Materials" means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.

"Notice of Dissatisfaction" means the notice given by either Party to the other under Sub-Clause 20.3 indicating its dissatisfaction and intention to commence arbitration.

"Special Conditions of Contract" means the pages completed by the Procuring Entity entitled Special Conditions of Contract which constitute Part A of the Special Conditions.

"Party" means the Procuring Entity or the Contractor, as the context requires.

"Payment Certificate" means a payment certificate issued under Clause 14 [Contract Price and Payment].

"Performance Certificate" means the certificate issued under Sub-Clause 11.9 [Performance Certificate].

"Performance Security" means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].

"Permanent Works" means the permanent works to be executed by the Contractor under the Contract.

"Plant" means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Procuring Entity and relating to the construction or operation of the Works.

"Procuring Entity's Equipment" means the apparatus, machinery and vehicles (if any) made available by the



Procuring Entity for the use of the Contract or in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Procuring Entity.

"Procuring Entity's Personnel" means the Engineer, the Engineer, the assistants and all other staff, labor and other employees of the Architect and of the Procuring Entity; and any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as Procuring Entity's Personnel.

"Procuring Entity" means the Entity named in the Special Conditions of Contract.

"Engineer" is the person named in the Appendix to Conditions of Contract (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract and shall be an "Architect" or a "Quantity Surveyor" registered under the Architects and Quantity Surveyors Act Cap 525 or an "Engineer" registered under Engineers Registration Act Cap 530.

"Engineer" means the person appointed by the Procuring Entity to act as the Architect for the purposes of the Contract and named in the Special Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor

"Provisional Sum" means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].

"Retention Money" means the accumulated retention moneys which the Procuring Entity retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].

"Schedules" means the document(s) entitled schedules, completed by the Contractor and submitted with the Form of Tender, as included in the Contract.

"Section" means a part of the Works specified in the Special Conditions of Contract as a Section (if any)

"Site Investigation Reports" are those reports that may be included in the tendering documents which a ref actual and interpretative about the surface and sub-surface condition sat the Site.

"Site" means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.

"Specification" means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

"Start Date" or "Commencement Date" is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with the Site possession date(s).

"Statement" means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.

"Subcontractor" means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works.

"Taking-Over Certificate" means a certificate issued under Clause 10 [Procuring Entity's Taking Over].

"Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.

"Temporary works" means works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

"Tender" means the Form of Tender and all other documents which the Contractor submitted with the Form of Tender, as included in the Contract.

"Tests after Completion" means the tests (if any) which are specified in the Contract and which are carried out in



accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Procuring Entity.

"Testson Completion" means the tests which are specified in the Contractor agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Procuring Entity.

"Time for Completion" means the time for completing the Works or a Section (as the case may be) as stated in the Special Conditions of Contract (with any extension calculated from the Commencement Date.

"Unforeseeable" means not reasonably foreseeable by an experienced contractor by the Base Date.

"Variation" means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].

"Works" means the items the Procuring Entity requires the Contractor to undertake as defined in the Appendix to Conditions of Contract. **"Works" may** also mean the Permanent Works and the Temporary Works, or either of them as appropriate.

1.2 Interpretation

In the Contract, except where the context requires otherwise:

- a) Words indicating one gender include all genders;
- b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;
- d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

1.3 Communications

- 1.3.1 Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:
 - a) In writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Special Conditions of Contract; and
 - b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Special Conditions of Contract. However:
 - i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
 - ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.
- 1.3.2 Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Architect or the other Party, as the case may be.

1.4 Law and Language

- **14.1** The Contract shall be governed by the laws of **Kenya**.
- **14.2** The ruling language of the Contract shall be **English.**

1.5 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) The Contract Agreement,
- b) The Letter of Acceptance,
- c) The Special Conditions Part A,
- d) the Special Conditions Part B
- e) the General Conditions of Contract
- f) the Form of Tender,
- g) the Specifications and Bills of Quantities
- h) the Drawings, and
- i) the Schedules and any other documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Architect shall issue any necessary clarification or instruction.

1.6 Contract Agreement

The Parties shall enter into a Contract Agreement within 14 days after the Contractor receives the Contract Agreement, unless the Special Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Special Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Procuring Entity.

1.7 Assignment

The Contractor shall not assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, the contractor:

- a) May as sign the whole or any part with the prior consent of the Procuring Entity, and
- b) may, as security in favor of a bank or financial institution, assign its right to moneys due, or to become due, under the Contract.

1.8 Care and Supply of Documents

- 1.8.1 The Specifications and Drawings shall be in the custody and care of the Procuring Entity. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawings and Bills of Quantities shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.
- 1.82 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Procuring Entity. Unless otherwise stated in the Contract, the Contractor shall supply to the Architect two copies of each of the Contractor's Documents.
- 1.8.3 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Procuring Entity's Personnel shall have the right of access to all these documents at all reasonable times.
- 1.8.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

1.9 Timely provision of Drawings or Instructions

- 1.9.1 The Contractor shall give notice to the Architect whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.
- 1.9.2 If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Architect to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
 - a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

- b) payment of any other associated costs accrued, which shall be included in the Contract Price.
- 193 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 19.4 However, if and to the extent that the Architect failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, or costs accrued.

1.10 Procuring Entity's Use of Contractor's Documents

- 1.10.1 As agreed between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.
- 1.102 The Contractor shall be deemed (by signing the Contract) to give to the Procuring Entity a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:
 - a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
 - b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
 - c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.
- 1.103 The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Procuring Entity for purposes other than those permitted under Sub-Clause 1.10.2.

1.11 Contractor's Use of Procuring Entity's Documents

As agreed between the Parties, the Procuring Entity shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Procuring Entity. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Procuring Entity's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

1.12 Confidential Details

- 1.12.1 The Contractor's and the Procuring Entity's Personnel shall ensure confidentiality at all times. The confidentiality shall survive termination or completion of the contract. They shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation.
- 1.122 The Contractor's and the Procuring Entity's Personnel shall also treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

1.13 Compliance with Laws

The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Special Conditions of Contract:

a) The Procuring Entity shall have obtained (or shall obtain) the planning, zoning, building permitor similar permission for the Permanent Works, and any other permissions described in the Specifications as having been (or to be) obtained by the Procuring Entity; and the Procuring Entity shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and

b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Procuring Entity harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.

1.14 Joint and Several Liability

If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons:

- a) These persons shall be deemed to be jointly and severally liable to the Procuring Entity for the performance of the Contract;
- b) these persons shall notify the Procuring Entity of their leader who shall have authority to bind the Contractor and each of these persons; and
- c) the Contractor shall not alter its composition or legal status without the prior consent of the Procuring Entity.

1.15 Inspections and Audit by the Procuring Entity

Pursuant to paragraph 2.2(e). of Appendix B to the General Conditions, the Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Public Procurement Regulatory Authority, Procuring Entity and/or persons appointed or designated by the Government of Kenya 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 Procuring Entity if requested by the Procuring Entity. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 15.6 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility pursuant to the Procuring Entity's prevailing sanctions procedures).

2 THE PROCURING ENTITY

21 Right of Access to the Site

- 21.1 The Procuring Entity shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the **Special Conditions of Contract.** The right and possession may not be exclusive to the Contractor. If, under the Contract, the Procuring Entity is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Procuring Entity shall do so in the time and manner stated in the Specification. However, the Procuring Entity may withhold any such right or possession until the Performance Security has been received.
- 2.12 If no such time is stated in the Special Conditions of Contract, the Procuring Entity shall give the Contractor right of access to, and possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the programme submitted under Sub-Clause 8.3 [Programme].
- 2.1.3 If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Procuring Entity to give any such right or possession within such time, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
 - a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such Cost-plus profit, which shall be included in the Contract Price.
- 2.1.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 2.15 However, if and to the extent that the Procuring Entity's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

22 Permits, Licenses or Approvals

- 22.1 The Procuring Entity shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:
 - a) Copies of the Laws of Kenya which are relevant to the Contract but are not readily available, and
 - b) any permits, licenses or approvals required by the Laws of Kenya:
 - i) which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws],
 - ii) for the delivery of Goods, including clearance through customs, and
 - iii) for the export of Contractor's Equipment when it is removed from the Site.

23 Procuring Entity's Personnel

The Procuring Entity shall be responsible for ensuring that the Procuring Entity's Personnel and the Procuring Entity's other contractor son the Site:

- a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and
- b) take actions similar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of Sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].

24 Procuring Entity's Financial Arrangements

The Procuring Entity shall make and maintain all necessary financial arrangements which will enable the Procuring Entity to pay the Contract Price punctually (as estimated at that time) in accordance with Clause14 [Contract Price and Payment].

3 THE ENGINEER

3.1 Architect Duties and Authority

- **31.1** The Procuring Entity shall appoint the Architect who shall carry out the duties as signed to him in the Contract. The Architect staff shall include suitably qualified Assistants and other professionals who are competent to carry out these duties. The Architect Name and Address shall be provided in the **Special Conditions of Contract.**
- 3.12 The Architect shall have no authority to amend the Contract.
- 3.13 The Architect May exercise the authority attributable to the Architect as specified in or necessarily to be implied from the Contract. If the Architect is required to obtain the approval of the Procuring Entity before exercising a specified authority, the requirements shall be as stated in the Special Conditions of Contract. The Procuring Entity shall promptly inform the Contractor of any change to the authority attributed to the Engineer.
- 3.1.4 However, whenever the Architect exercises a specified authority for which the Procuring Entity's approval is required, then (for the purposes of the Contract) the contractor shall require the Architect to provide evidence of such approval before complying with the instruction.
- 3.15 Except as otherwise stated in these Conditions:
 - a) Whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Architect shall be deemed to act for the Procuring Entity;
 - b) the Architect has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract;
 - c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Architect (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and
 - d) any act by the Architect in response to a Contractor's request shall be notified in writing to the Contractor within 14 days of receipt.

3.1.6 The following provisions shall apply:

The Architect shall obtain the specific approval of the Procuring Entity before taking action under thefollowing Sub-Clauses of these Conditions:

- a) Sub-Clause 4.12: agreeing or determining an extension of time and/or additional cost.
- b) Sub-Clause 13.1: instructing a Variation, except;
 - i) In an emergency situation as determined by the Engineer, or

ii) If such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the **Special Conditions of Contract.**

- c) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2.
- d) Sub-Clause13.4: Specifying the amount payable in each of the applicable three currencies.
- 3.1.7 Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forth with comply, despite the absence of approval of the Procuring Entity, with any such instruction of the Engineer. The Architect shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Procuring Entity.

32 Delegation by the Engineer

- 32.1 The Architect may from time to time assign duties and delegate authority to assistants and may also revoke such assignment or delegation. These assistants may include a resident Engineer, and/or independent inspectors appointed to inspect and/ or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Architect shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5 [Determinations].
- 322 Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:
 - a) Any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Architect to reject the work, Plant or Materials;
 - b) If the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.

33 Instructions of the Engineer

- 33.1 The Architect may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under Clause 3.2.1.
- 332 The Contractor shall comply with the instructions given by the Architect or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Architect or a delegated assistant:
 - a) Gives an oral instruction,
 - b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and

- c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation,

Then the confirmation shall constitute the written instruction of the Architect or delegated assistant (as the case may be).

34 Replacement of the Engineer

If the Procuring Entity intends to replace the Engineer, the Procuring Entity shall, in not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended person to replace the Engineer.

35 Determinations

- 35.1 Whenever these Conditions provide that the Architect shall proceed in accordance with this Sub-Clause3.5 to agree or determine any matter, the Architect shall consult with each Party in an endeavor to reach agreement. If agreement is not achieved, the Architect shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.
- 3.5.1 The Architect shall give notice to both Parties of each agree mentor determination, with supporting particulars, within 30 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].

4 THE CONTRACTOR

4.1 Contractor's General Obligations

- 4.1.1 The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Architect instructions, ands hall remedy any defects in the Works.
- 4.1.2 The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.
- 4.13 All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country.
- 4.1.4 The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the design or specification of the Permanent Works.
- 4.15 The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.
- 4.1.6 If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Special Conditions:
 - a) The Contractor shall submit to the Architect the Contractor's Documents for this part in accordance with the procedures specified in the Contract;
 - b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Architect to add to the Drawings for co-ordination of each Party's designs;
 - c) the Contractor shall be responsible for this part and it shall, when the Works are completed, befit for such purposes for which the part is intended as are specified in the Contract; and
 - d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Architect the "as-built" documents and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Procuring Entity to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer.

4.2 **Performance Security**

- 42.1 The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount stated in the **Special Conditions of Contract** and denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Procuring Entity. If an amount is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.
- 422 The Contractor shall deliver the Performance Security to the Procuring Entity within 30 days after receiving the Notification of Award and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable bank selected by the Contractor and shall be in the form annexed to the Special Conditions, as stipulated by the Procuring Entity in the Special Conditions of Contract, or in another form approved by the Procuring Entity.
- 423 The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.
- 424 The Procuring Entity shall not make a claim under the Performance Security, except for amounts to which the Procuring Entity is entitled under the Contract.
- 425 The Procuring Entity shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Procuring Entity was not entitled to make the claim.
- 42.6 The Procuring Entity shall return the Performance Security to the Contractor within 14 days after receiving a copy of the Taking-Over Certificate.
- 427 Without limitation to the provisions of the rest of this Sub-Clause, whenever the Architect determines an addition or a reduction to the Contract Price as a result of a change in cost and/ or legislation, or as a result of a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Architect request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.

43 Contractor's Representative

- **43.1** The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. The Contractor's Representative's Name and Address shall be provided in the **Special Conditions of Contract.**
- 4.3.2 Unless the Contractor's Representative **is named in the Contract**, the Contractor shall, prior to the Commencement Date, submit to the Architect for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked in terms of Sub-Clause 6.9 [Contractor's Personnel], or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.
- 43.3 The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Representative or appoint a replacement.
- 434 The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Architect prior consent, and the Architect shall be notified accordingly.
- 435 The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Engineer].
- 43.6 The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Architect has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.
- 43.7 The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause1.4

[Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

4.4 Sub-contractors

- 4.4.1 The Contractor shall not subcontract the whole of the Works. The contractor may however subcontract the works as provided in Clause 34.2.
- 4.4.2 The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor. Unless otherwise stated in the Special Conditions:
 - a) The Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract;
 - b) The prior consent of the Procuring Entity shall be obtained to other proposed Subcontractors;
 - c) the Contractor shall give the Procuring Entity not less than 14 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; and
 - d) each subcontract shall include provisions which would entitle the Procuring Entity to require the subcontract to be assigned to the Procuring Entity under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Procuring Entity].
- 4.4.3 The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor.
- 4.4.4 Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from Kenya to be appointed as Subcontractors.

45 Assignment of Benefit of Subcontract

If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Procuring Entity, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Procuring Entity for the work carried out by the Subcontractor after the assignment takes effect.

4.6 Co-operation

- 4.6.1 The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:
 - a) The Procuring Entity's Personnel,
 - b) Any other contractors employed by the Procuring Entity, and
 - c) The personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract.
- 4.62 Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.
- 4.63 If, under the Contract, the Procuring Entity is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Architect in the time and manner stated in the Specification.

4.7 Setting Out of the Works

- 4.7.1 The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contractor notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.
- 4.7.2 The Procuring Entity shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.

- 4.73 If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an errorin these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/ or Cost, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
 - a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such costs accrued, which shall be included in the Contract Price.
- 4.7.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this.

4.8 Safety Procedures

The Contractor shall:

- a) Comply with all applicable safety regulations,
- b) Take care for the safety of all persons entitled to be on the Site,
- c) Use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,
- d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Procuring Entity's Taking Over], and
- e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

4.9 Quality Assurance

- 49.1 The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Architect shall be entitled to audit any aspect of the system.
- 492 Details of all procedures and compliance documents shall be submitted to the Architect for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor itself shall be apparent on the document itself.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

4.10 Site Data

- 4.10.1 The Procuring Entity shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Procuring Entity's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Procuring Entity shall similarly make available to the Contractor all such data which come into the Procuring Entity's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.
- 4.102 To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):
 - a) The form and nature of the Site, including sub-surface conditions,
 - b) the hydrological and climatic conditions,
 - c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
 - d) the Laws, procedures and labour practices of Kenya, and
 - e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

4.11 Sufficiency of the Accepted Contract Amount

- 4.11.1 The Contractor shall be deemed to:
 - a) Have satisfied itself as to the correctness and sufficiency of the Accepted Contract Amount, and
 - b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data].
- 4.112 Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects.

4.12 Unforeseeable Physical Conditions

- 4.12.1 In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.
- 4.122 If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Architect as soon as practicable.
- 4.12.3 This notice shall describe the physical conditions, so that they can be inspected by the Architect and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Architect may give. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.
- 4.12.4 If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice under Sub-Clause 20.1 [Contractor's Claims] to:
 - a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such Cost, which shall be included in the Contract Price.
- 4.125 Upon receiving such notice and inspecting and/or investigating these physical conditions, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.
- 4.126 However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Architect may also review whether other physical conditions in similar parts of the Works (if any) were more favorable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favorable conditions were encountered, the Architect may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.
- 4.12.7 The Architect shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor's interpretation of any such evidence.

4.13 Rights of Way and Facilities

Unless otherwise specified in the Contract the Procuring Entity shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities out side the Site

which he may require for the purposes of the Works.

4.14 Avoidance of Interference

- 4.14.1 The Contractor shall not interfere unnecessarily or improperly with:
 - a) The convenience of the public, or
 - b) The access to and use and occupation of all roads and foot paths, irrespective of whether they are public or in the possession of the Procuring Entity or of others.
- 4.14.2 The Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

4.15 Access Route

- 4.15.1 The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.
- 4.15.2 Except as otherwise stated in these Conditions:
 - a) The Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;
 - b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;
 - c) the Procuring Entity shall not be responsible for any claims which may arise from the use or otherwise of any access route;
 - d) the Procuring Entity does not guarantee the suitability or availability of particular access routes; and
 - e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.

4.16 Transport of Goods

Unless otherwise stated in the Special Conditions:

- a) the Contractor shall give the Architect not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;
- b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and
- c) the Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods and shall negotiate and pay all claims arising from their transport.

4.17 Contractor's Equipment

The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

4.18 **Protection of the Environment**

- 4.18.1 The contractor shall comply with the applicable environmental laws, regulations and policies.
- 4.182 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
- 4.18.3 The Contractors hall ensure that emissions, surfaced is charges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.



4.19 Electricity, Water and Gas

- 4.19.1 The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.
- 4.19.2 The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specifications. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed.
- 4.19.3 The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity.

4.20 Procuring Entity's Equipment and Free-Issue Materials

- 420.1 The Procuring Entity shall make the Procuring Entity's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification. Unless otherwise stated in the Specification:
 - a) The Procuring Entity shall be responsible for the Procuring Entity's Equipment, except that
 - b) the Contractor shall be responsible for each item of Procuring Entity's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it.
- 420.1 The appropriate quantities and the amounts due (at such stated prices) for the use of Procuring Entity's Equipment shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity.
- 4202 The Procuring Entity shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Specification. The Procuring Entity shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them and shall promptly give notice to the Architect of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Procuring Entity shall immediately rectify the notified shortage, defector default.
- 4203 After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Procuring Entity of liability for any shortage, defect or default not apparent from a visual inspection.

4.21 **Progress Reports**

- 421.1 Unless otherwise stated in the Special Conditions, monthly progress reports shall be prepared by the Contractor and submitted to the Architect in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.
- 4212 Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include:
 - a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
 - b) photographs showing the status of manufacture and of progress on the Site;
 - c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:
 - i) commencement of manufacture,
 - ii) Contractor's inspections,
 - iii) tests, and



iv) shipment and arrival at the Site;

- d) the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment];
- e) copies of quality assurance documents, test results and certificates of Materials;
- f) list of notices given under Sub-Clause 2.5 [Procuring Entity's Claims] and notices given under Sub- Clause 20.1 [Contractor's Claims];
- g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
- h) comparison so factual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

4.22 Security of the Site

Unless otherwise stated in the Special Conditions:

- a) The Contractor shall be responsible for keeping unauthorized persons off the Site, and
- b) authorized persons shall be limited to the Contractor's Personnel and the Procuring Entity's Personnel; and to any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as authorized personnel of the Procuring Entity's other contractors on the Site.

4.23 Contractor's Operations on Site

- 423.1 The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Architect as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.
- 4232 During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.
- 4233 Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

4.24 Fossils

- 424.1 All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Procuring Entity. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.
- 4242 The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
 - a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such Cost, which shall be included in the Contract Price.
 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5
 [Determinations] to agree or determine these matters.

5. NOMINATED SUBCONTRACTORS

5.1 Definition of "nominated Subcontractor"

- In this Contract, "nominated Subcontractor" means a Subcontractor:
- a) Who is nominated by the Procuring Entity, or
- b) Contractor has nominated as a Subcontractor subject to Sub-Clause 5.2 [Objection to Notification].



52 Objection to Nomination

The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Procuring Entity as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Procuring Entity agrees in writing to indemnify the Contractor against and from the consequences of the matter:

- a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;
- b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or
- c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:
 - i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract;
 - ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities, and
 - iii) be paid only if and when the Contractor has received from the Procuring Entity payments for sums due under the Subcontract referred to under Sub-Clause 5.3 [Payment to nominated Subcontractors].

53 Payments to nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts shown on the nominated Subcontractor's invoices approved by the Contractor which the Architect certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause 13.5 [Provisional Sums], except as stated in Sub-Clause 5.4 [Evidence of Payments].

5.4 Evidence of Payments

- 54.1 Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Architect may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:
 - (a) Submits this reasonable evidence to the Engineer, or
 - (b) i) Satisfies the Architect in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
 - ii) Submits to the Architect reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement, then the Procuring Entity may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Procuring Entity, the amount which the nominated Subcontractor was directly paid by the Procuring Entity.

6 STAFF AND LABOR

6.1 Engagement of Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within Kenya.

6.2 Rates of Wages and Conditions of Labor

62.1 The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by Procuring Entity's whose trade or industry is similar

to that of the Contractor.

622 The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in Kenya in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of Kenya for the time being in force, and the Contractor shall perform such duties in regard to such deductions there of as may be imposed on him by such Laws.

6.3 Persons in the Service of Procuring Entity

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Procuring Entity's Personnel.

64 Lab or Laws

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, employment of children, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

6.5 Working Hours

No work shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours stated in the **Special Conditions of Contract**, unless:

- a) Otherwise stated in the Contract,
- b) The Architect gives consent, or
- c) The work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer, provided that work done outside the normal working hours shall be considered and paid for as overtime.

6.6 Facilities for Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities on site for the Contractor's Personnel. The Contractor shall also provide facilities for the Procuring Entity's Personnel as stated in the Specifications. The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

6.7 Health and Safety

- 67.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Procuring Entity's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.
- 6.7.2 The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.
- 67.3 The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Architect may reasonably require.
- 6.7.4 The Contractor shall conduct an awareness programme on HIV and other sexually transmitted diseases via an approved service provider and shall undertake such other measures taken to reduce the risk of the transfer of these diseases between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.

68 Contractor's Superintendence

68.1 Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work.

68.2 Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

69 Contractor's Personnel

- 69.1 The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Contractors Key personnel shall be named in the Special Conditions of Contract. The Architect may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:
 - a) Persists in any misconduct or lack of care,
 - b) Carries out duties in competently or negligently,
 - c) fails to conform with any provisions of the Contract,
 - d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment, or
 - e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works.
- 692 If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

6.10 Records of Contractor's Personnel and Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

6.11 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.

6.12 Foreign Personnel

- 6.12.1 The Contractor shall not employ foreign personnel unless the contractor demonstrates that there are no Kenyans with the required skills.
- 6.122 The Contractor shall be responsible for the return of any foreign personnel to the place where they were recruited or to their domicile. In the event of the death in Kenya of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

6.13 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

6.14 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

6.15 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of Kenya, onsite, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereof by Contractor's Personnel.

6.16 Prohibition of Forced or Compulsory Labour

The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of

involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

6.17 Prohibition of Harmful Child Labor

The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where the relevant labour laws of Kenya have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.

6.18 Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

6.19 Workers' Organizations

The Contractor shall comply with the relevant labor laws that recognize workers' rights to form and to join workers' organizations of their choosing without interference.

620 Non-Discrimination and Equal Opportunity

The Contractor shall base the labour employment on the principle of equal opportunity and fair treatment and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employ mentor retirement, and discipline.

7. PLANT, MATERIALS AND WORKMANSHIP

7.1 Manner of Execution

The Contractor shall carry out the manufacture/assemble of plant, the production and manufacture of Materials, and all other execution of the Works:

- a) In the manner (if any) specified in the Contract,
- b) in a proper workman like and careful manner, in accordance with recognized good practice, and
- c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

7.2 Samples

The Contractor shall submit the following samples of Materials, and relevant information, to the Architect for consent prior to using the Material sin or for the Works:

- a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and
- b) additional samples instructed by the Architect as a Variation.

Each sample shall be labeled as to origin and intended use in the Works.

7.3 Inspection

- 73.1 The Procuring Entity's Personnel shall at all reasonable times:
 - a) Have full access to all parts of the Site and to all places from which natural Materials are being obtained, and
 - b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.
- 732 The Contractor shall give the Procuring Entity's Personnel full opportunity to carry out these activities,

including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

733 The Contractor shall give notice to the Architect whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Architect shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Architect does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and there after reinstate and make good, all at the Contractor's cost.

7.4 Testing

- 7.4.1 This Sub-Clause shall apply to all tests specified in the Contract.
- 7.42 Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labor, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and place for the specified testing of any Plant, Materials and other parts of the Works.
- 7.4.3 The Architect may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.
- 74.4 The Architect shall give the Contractor not less than 24 hours' notice of the Architect intention to attend the tests. If the Architect does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Architect presence.
- 7.45 If the Contractor suffers delay and/ or incurs Cost from complying with these instructions or as a result of a delay for which the Procuring Entity is responsible, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
 - a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such Cost-plus profit, which shall be included in the Contract Price.
- 7.4.6 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 7.4.7 The Contractor shall promptly forward to the Architect duly certified reports of the tests. When the specified tests have been passed, the Architect shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Architect has not attended the tests, he shall be deemed to have accepted the readings as accurate.

75 Rejection

- 75.1 If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Architect may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.
- 752 If the Architect requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Procuring Entity to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the Procuring Entity.

7.6 Remedial Work

- 7.6.1 Notwithstanding any previous test or certification, the Architect may instruct the Contractor to:
 - a) Remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
 - b) remove and re-execute any other work which is not in accordance with the Contract, and
 - c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseen able event or otherwise.

- 7.62 The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c).
- 7.63 If the Contractor fails to comply with the instruction, the Procuring Entity shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity all costs arising from this failure.
- 7.64 If the contractor repeatedly delivers defective work, the Procuring Entity may consider termination in accordance with Clause 15.

7.7 Ownership of Plant and Materials

Except as otherwise provided in the Contract, each item of Plant and Materials shall become the property of the Procuring Entity at whichever is the earlier of the following times, free from liens and other encumbrances:

- a) When it is incorporated in the Works;
- b) when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.10 [Payment for Plant and Materials in Event of Suspension].

7.8 Royalties

Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:

- a) Natural materials obtained from outside the Site, and
- b) The disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal are as within the Site are specified in the Contract.

8 COMMENCEMENT, DELAYS AND SUSPENSION

8.1 Commencement of Works

- 8.1.1 Except as otherwise specified in the Special Conditions of Contract, the Commencement Date shall be the date at which the following precedent condition shave all been fulfilled and the Architect notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor:
 - a) Signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of Kenya;
 - b) except if otherwise specified in the Special Conditions of Contract, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works.
 - c) Receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor.
- 8.12 If the said Architect instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 16.2 [Termination by Contractor].
- 8.13 The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date and shall then proceed with the Works with due expedition and without delay.

82 Time for Completion

The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:

- a) Achieving the passing of the Tests on Completion, and
- b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections].

83 Programme

83.1 The Contractor shall submit a detailed time programme to the Architect within1 4 days after receiving the

notice under Sub-Clause 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include:

- a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing,
- b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
- c) the sequence and timing of inspections and tests specified in the Contract, and
- d) a supporting report which includes:
 - i) a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and
 - ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.
- 8.3.2 Unless the Engineer, within 14 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Procuring Entity's Personnel shall be entitled to rely upon the programme when planning their activities.
- 8.3.3 The Contractor shall promptly give notice to the Architect of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works.
- 83.4 If, at any time, the Architect gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contractor to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Architect in accordance with this Sub-Clause.

8.4 Extension of Time for Completion

- 84.1 The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:
 - a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract,
 - b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
 - c) exceptionally adverse climatic conditions,
 - d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
 - e) any delay, impediment or prevention caused by or attributable to the Procuring Entity, the Procuring Entity's Personnel, or the Procuring Entity's other contractors.
- 842 If the Contractor considers itself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Architect in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Architect shall review previous determinations and may increase, but shall not decrease, the total extension of time.

8.5 Delays Caused by Authorities

If the following conditions apply, namely:

- a) The Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in Kenya,
- b) These authorities delay or disrupt the Contractor's work, and
- c) the delay or disruption was Unforeseeable, then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].

8.6 Rate of Progress

8.6.1 If, at anytime:

- a) Actual progress is too slow to complete within the Time for Completion, and/or
- b) Progress has fallen (or will fall) behind the current programme under Sub-Clause 8.3 [Programme], other than as a result of a cause listed in Sub-Clause 8.4 [Extension of Time for Completion], then the Architect may instruct the Contractor to submit, under Sub-Clause 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.
- 862 Unless the Architect notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Procuring Entity to incur additional costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the Procuring Entity, in addition to delay damages (if any) under Sub-Clause 8.7 below.
- Additional costs of revised methods including acceleration measures, instructed by the Architect to reduce delays resulting from causes listed under Sub-Clause 8.4 [Extension of Time for Completion] shall be paid by the Procuring Entity, without generating, however, any other additional payment benefit to the Contractor.

8.7 Delay Damages

- 87.1 If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay delay damages to the Procuring Entity for this default. These delay damages shall be the sum stated in the **Special Conditions of Contract**, which shall be paid for everyday which shall elapse between the relevant Time for Completion and the date stated in the taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Special Conditions of Contract.
- 872 These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Procuring Entity] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

8.8 Suspension of Work

- 88.1 The Architect may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.
- 882 The Architect may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10 and 8.11 shall not apply.

8.9 Consequences of Suspension

- 89.1 If the Contractor suffers delay and/or incurs Cost from complying with the Architect instructions under Sub-Clause 8.8 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
 - a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) Payment of any such Cost, which shall be included in the Contract Price.
- 892 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause3.5 [Determinations] to agree or determine these matters.
- 893 The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.8 [Suspension of Work].

8.10 Payment for Plant and Materials in Event of Suspension

The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/ or



Materials which have not been delivered to Site, if:

- a) The work on Plant or delivery of Plant and/ or Materials has been suspended for more than 30 days, and
- b) the Contractor has marked the Plant and/or Materials as the Procuring Entity's property in accordance with the Architect instructions.

8.11 Prolonged Suspension

If the suspension under Sub-Clause 8.8 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Architect permission to proceed. If the Architect does not give permission within 30 days after being requested to do so, the Contractor may, by giving notice to the Engineer, treat the suspension as an omission under Clause 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [Termination by Contractor].

8.12 Resumption of Work

After the permission or instruction to proceed is given, the Contractor and the Architect shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Architect an instruction to this effect under Clause 13 [Variations and Adjustments].

9. TESTS ON COMPLETION

9.1 Contractor's Obligations

- 9.1.1 The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with sub-paragraph (d) of Sub-Clause 4.1 [Contractor's General Obligations].
- 9.12 The Contractor shall give to the Architect not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the Architect shall instruct.
- 9.13 In considering the results of the Tests on Completion, the Architect shall make allowances for the effect of any use of the Works by the Procuring Entity on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer.

9.2 Delayed Tests

- 92.1 If the Tests on Completion are being unduly delayed by the Procuring Entity, Sub-Clause 7.4 [Testing] (fifth paragraph) and/ or Sub-Clause 10.3 [Interference with Tests on Completion] shall be applicable.
- 922 If the Tests on Completion are being unduly delayed by the Contractor, the Architect may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer.
- 923 If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Procuring Entity's Personnel may proceed with the Test sat the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.

93 Retesting of related works

If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall apply, and the Architect or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.

9.4 Failure to Pass Tests on Completion

9.4.1 If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Architect shall be entitled to:



- a) Order further repetition of Tests on Completion under Sub-Clause 9.3; or
- b) if the failure deprives the Procuring Entity of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Procuring Entity shall have the same remedies as are provided in sub-paragraph (c) of Sub-Clause1 1.4 [Failure to Remedy Defects].

10. PROCURING ENTITY'S TAKING OVER

10.1 Taking Over of the Works and Sections

- 10.1.1 Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Procuring Entity when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.
- 10.12 The Contractor may apply by notice to the Architect for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contract or may similarly apply for a Taking-Over Certificate for each Section.
- 10.13 The Architect shall, within 30 days after receiving the Contractor's application:
 - a) Issue the Taking-Over Certificate to the Contract or, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or
 - b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.
- 10.14 If the Architect fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 30 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.

10.2 Taking Over of Parts of the Works

- 1021 The Architect may, at the sole discretion of the Procuring Entity, issue a Taking-Over Certificate for any part of the Permanent Works.
- 10.22 The Procuring Entity shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Architect has issued a Taking-Over Certificate for this part. However, if the Procuring Entity does use any part of the Works before the Taking-Over Certificate is issued:
 - a) The part which is used shall be deemed to have been taken over as from the date on which it is used,
 - b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Procuring Entity, and
 - c) if requested by the Contractor, the Architect shall issue a Taking-Over Certificate for this part.
- 1023 After the Architect has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period.
- 1024 If the Contractor incurs Cost as a result of the Procuring Entity taking over and/or using a part of the Works, other than such use as is specified in the Contractor agreed by the Contractor, the Contractor shall (i) give notice to the Architect and (ii) be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to payment of any such accrued costs, which shall be included in the Contract Price. After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this accrued cost.
- 1025 If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply

to the daily rate of delay damages under Sub-Clause 8.7 [Delay Damages] and shall not affect the maximum amount of these damages.

10.3 Interference with Tests on Completion

- 103.1 If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Procuring Entity is responsible, the Procuring Entity shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.
- 1032 The Architect shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Architect shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract.
- 1033 If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
 - a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such accrued costs, which shall be included in the Contract Price.
- 1034 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

10.4 Surfaces Requiring Reinstatement

Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.

11. DEFECTS LIABILITY

11.1 Completion of Outstanding Work and Remedying Defects

- 11.1.1 In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Contractor shall:
 - a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and
 - b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Procuring Entity on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be).
- 11.12 If a defect appears or damage occurs, the Contractor shall be notified accordingly by the Engineer.

11.2 Cost of Remedying Defects

- 112.1 All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:
 - a) Any design for which the Contractor is responsible,
 - b) Plant, Materials or workmanship not being in accordance with the Contract, or
 - c) Failure by the Contractor to comply with any other obligation.
- 1122 If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Procuring Entity, and Sub-Clause 13.3 [Variation Procedure] shall apply.

11.3 Extension of Defects Notification Period

113.1 The Procuring Entity shall be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they

are intended by reason of a defect or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.

11.32 If delivery and/ or erection of Plant and/ or Materials was suspended under Sub-Clause 8.8 [Suspension of Work] or Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Notification Period for the Plant and/ or Materials would otherwise have expired.

11.4 Failure to Remedy Defects

- 11.4.1 If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by the Engineer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date.
- 11.42 If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2[Cost of Remedying Defects], the Procuring Entity may (at his option):
 - (a) Carry out the work itself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity the costs reasonably incurred by the Procuring Entity in remedying the defect or damage;
 - (b) Require the Architect to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations]; or
 - (c) if the defect or damage deprives the Procuring Entity of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contractor otherwise, the Procuring Entity shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.

115 Removal of Defective Work

If the defector damage cannot be remedied expeditiously on the Site and the Procuring Entity gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.

11.6 Further Tests

- 11.6.1 If the work of remedying of any defector damage may affect the performance of the Works, the Architect may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 14 days after the defect or damage is remedied.
- 11.62 These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 11.2 [Cost of Remedying Defects], for the cost of the remedial work.

11.7 Right of Access

Until the Completion Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Procuring Entity's reasonable security restrictions.

11.8 Contractor to Search

The Contractor shall, if required by the Engineer, search for the cause of any defect on parts of the works that have already accepted, under the direction of the Engineer. Unless the defect is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Cost of the search plus profit shall be agreed or determined by the Architect in accordance with Sub-Clause 3.5 [Determinations] and shall be included in the Contract Price.

11.9 Completion Certificate

119.1 Performance of the Contractor's obligations shall not be considered to have been completed until the Architect has issued the Completion Certificate to the Contractor, stating the date on which the Contractor completed

his obligations under the Contract.

- 11.92 The Architect shall issue the Completion Certificate within 30days after the latest of the expiry dates of the Defects Liability Period, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Completion Certificate shall be issued to the Procuring Entity.
- 1193 Only the Completion Certificate shall be deemed to constitute acceptance of the Works.

11.10 Unfulfilled Obligations

After the Completion Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.

11.11 Clearance of Site

- 11.11.1 Upon receiving the Completion Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.
- 11.11.2 If all these items have not been removed within 30 days after receipt by the Contractor of the Completion Certificate, the Procuring Entity may sell or otherwise dispose of any remaining items. The Procuring Entity shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.
- 11.113 Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Procuring Entity's costs, the Contractor shall pay the outstanding balance to the Procuring Entity.

12. MEASUREMENT AN DEVALUATION

12.1 Works to be Measured

- 12.1.1 The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractor shall show in each application under Sub-Clauses 14.3 [Application for Interim Payment Certificates], 14.10 [Statement on Completion] and 14.11 [Application for Final Payment Certificate] the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract.
- 12.12 Whenever the Architect requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:
 - a) promptly either attend or send another qualified representative to assist the Architect in making the measurement, and
 - b) supply any particulars requested by the Engineer.
- 12.1.3 If the Contractor fails to attend or send a representative, the measurement made by the Architect shall be accepted as accurate.
- 12.1.4 Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.
- 12.15 If the Contractor examines and disagrees the records, and/ or does not sign them as agreed, then the Contractor shall give notice to the Architect of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Architect shall review the records and either confirm or vary them and certify the payment of the undisputed part. If the Contractor does not so give notice to the Architect within 14 days after being requested to examine the records, they shall be accepted as accurate.

12.2 Method of Measurement

Except as otherwise stated in the Contract:

- a) Measurement shall be made of the net actual quantity of each item of the Permanent Works, and
- b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.

12.3 Evaluation

- 123.1 Except as otherwise stated in the Contract, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of work done by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriate rate or price for the item.
- 12.3.2 For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contractor, if there is no such item, specified for similar work.
- 1233 Any item of work included in the Bill of Quantities for which no rate or price was specified shall be considered as included in other rates and prices in the Bill of Quantities and will not be paid for separately.
- 1234 However, for a new item of work, a new rate or price shall be appropriate for such item of work if:
 - a) The work is instructed under Clause13 [Variations and Adjustments],
 - b) no rate or price is specified in the Contract for this item, and
 - c) no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract.
- 1235 Each new rate or price shall be derived from any relevant rates or prices in the Contract. If no rates or prices are relevant for the new item of work, it shall be derived from the reasonable Cost of executing such work, prevailing market rates, together with profit, taking account of any other relevant matters.
- 123.6 Until such time as an appropriate rate or price is agreed or determined, the Architect shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences.
- 123.7 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a <u>plus or minus</u> percentage. The percentage already worked out during tender evaluation is worked out as follows: (*corrected tender price– tender price)/ tender price X 100*.

12.4 Omissions

Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:

- a) The Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;
- b) The omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and
- c) this cost is not deemed to be included in the evaluation of any substituted work; then the Contractor shall give notice to the Architect accordingly, with supporting particulars. Upon receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this cost, which shall be included in the Contract Price.

13. VARIATIONS AND ADJUSTMENTS

13.1 Right to Vary

- 13.1.1 Variations may be initiated by the Architect at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal. No Variation instructed by the Architect under this Clause shall in any way vitiate or in validate the Contract.
- 13.12 The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Architect stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this notice, the Architect shall cancel, confirm or vary the instruction.

13.1.3 Each Variation may include:

- a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation),
- b) changes to the quality and other characteristics of any item of work,
- c) changes to the levels, positions and/ or dimensions of any part of the Works,



- d) omission of any work unless it is to be carried out by others,
- e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
- f) changes to the sequence or timing of the execution of the Works.
- 13.14 The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Architect instructs after obtaining approval of the Procuring Entity.

132. Variation Order Procedure

- 1321 Prior to any Variation Order under Sub-Clause 13.1.4 the Architect shall notify the Contractor of the nature and form of such variation. As soon as possible after having received such notice, the Contractor shall submit to the Engineer:
 - a) A description of work, if any, to be performed and a programme for its execution, and
 - b) the Contractor's proposals for any necessary modifications to the Programme according to Sub-Clause 8.3 or to any of the Contractor's obligations under the Contract, and
 - c) the Contractor's proposals for adjustment to the Contract Price.

Following the receipt of the Contractor's submission the Architect shall, after due consultation with the Employer and the Contractor, decide as soon as possible whether or not the variation shall be carried out. If the Architect decides that the variation shall be carried out, he shall issue a Variation Order clearly identified as such in accordance with the Contractor's submission or as modified by agreement.

If the Architect and the Contractor are unable to agree the adjustment of the Contract Price, the provisions of Sub-Clause 13.2.2 shall apply.

1322 Disagreement on Adjustment of the Contract Price

If the Contractor and the Architecture unable to agree on the adjustment of the Contract Price, the adjustment shall be determined in accordance with the rates specified in the Bills of Quantities or Schedule of Daywork Prices. If the rates contained in the Bills of Quantities or Dayworks Prices are not directly applicable to the specific work in question, suitable rates shall be established by the Architect reflecting the level of pricing in the Dayworks Prices. Where rates are not contained in the said Prices, the amount shall be such as is in all the circumstances reasonable, reflecting a market price. Due account shall be taken of any over-or underrecovery of overheads by the Contractor in consequence of the variation. The Contractor shall also be entitled to be paid:

- a) The cost of any partial execution of the Works rendered useless by any such variation,
- b) The cost of making necessary alterations to Plant already manufactured or in the course of manufacture or of any work done that has to be altered in consequence of such a variation,
- c) any additional costs incurred by the Contractor by the disruption of the progress of the Works as detailed in the Programme, and
- d) the net effect of the Contractor's finance costs, including interest, caused by the variation.

The Architect shall on this basis determine the rates or prices to enable on-account payment to be included in certificates of payment.

1323 Contractor to Proceed

On receipt of a Variation Order, the Contractor shall forth with proceed to carry out the variation and be bound to these Conditions in so doing as if such variation was stated in the Contract. The work shall not be delayed pending the granting of an extension of the Time for Completion or an adjustment to the Contract Price under Sub-Clause31.3.

13.3 Value Engineering

13.3.1 The Contractor may, at any time, submit to the Architect written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Procuring Entity of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Procuring Entity of the completed Works, or

(iv) otherwise be of benefit to the Procuring Entity.

13.32 The proposal shall be prepared at the cost of the Contractor and shall include the items listed in Sub-Clause 13.3 [Variation Procedure].

- 1323 If a proposal, which is approved by the Engineer, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:
 - a) The Contractor shall design this part,
 - b) sub-paragraphs (a) to (d) of Sub-Clause 4.1 [Contractor's General Obligations] shall apply, and
 - c) if this change results in a reduction in the contract value of this part, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine a fee, which shall be included in the Contract Price. This fee shall behalf (50%) of the difference between the following amounts:
 - i) such reduction in contract value, resulting from the change, excluding adjustments under Sub-Clause 13.8 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost], and
 - ii) the reduction (if any) in the value to the Procuring Entity of the varied works, taking account of any improvement in quality, anticipated life or operational efficiencies.
- 13.3.4 However, if the amount established in item 13.2.3 (c) (i) is less than amount established in item 13.2.3 (c (ii), there shall not be a fee. However, if the if the amount established in item 13.2.3 (c) (i) is more than amount established in item 13.2.3 (c (ii), it shall result in a price variation to the Procuring Entity.

134 Variation Procedure for Value Engineering proposal

- 134.1 If the Architect requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:
 - a) A description of the proposed work to be performed and a programme for its execution,
 - b) the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 8.3 [Programme] and to the Time for Completion, and
 - c) the Contractor's proposal for evaluation of the Variation.
- 13.42 The Architect shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Project Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response.
- 1343 Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Architect to the Contractor, who shall acknowledge receipt.
- 1344 Each Variation shall be evaluated in accordance with Clause 12 [Measurement and Evaluation], unless the Architect instructs or approves otherwise in accordance with this Clause.

135 Payment in Applicable Currencies

If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.

136 Provisional Sums

- 13.6.1 Each Provisional Sum shall only be used, in whole or in part, in accordance with the Architect instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Architect shall have instructed. For each Provisional Sum, the Architect May instruct:
 - a) Work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [Variation Procedure]; and/or
 - b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]) or otherwise; and for which there shall be included in the Contract Price:
 - i) The actual amounts paid (or due to be paid) by the Contractor, and
 - ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in **the Special Conditions of Contract** shall be applied.
- 13.62 The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

137 Dayworks

- 13.7.1 For work of a minor or incidental nature, the Architect may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply.
- 13.72 Before ordering Goods for the work, the Contractor shall submit quotations to the Engineer. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.
- 13.73 Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall deliver each day to the Architect accurate statements induplicate which shall include the following details of the resources used in executing the previous day's work:
 - a) The names, occupations and time of Contractor's Personnel,
 - b) the identification, type and time of Contractor's Equipment and Temporary Works, and
 - c) the quantities and types of Plant and Materials used.
- 13.7.4 One copy of each statement will, if correct, or when agreed, be signed by the Architect and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer, prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payment Certificates].

138 Adjustments for Changes in Legislation

- 13.8.1 The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of Kenya (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.
- 13.82 If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
 - a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such Cost, which shall be included in the Contract Price.
- 13.83 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 13.84 Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [Adjustments for Changes in Cost].

139 Adjustments for Changes in Cost

- 139.1 In this Sub-Clause, "table of adjustment data" means the completed table of adjustment data for local and foreign currencies included in the Schedules. If there is no such table of adjustment data, this Sub-Clause shall not apply.
- 1392 If this Sub-Clause applies, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labor, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in costs.
- 13.9.3 The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be of the following general type:

Price Adjustment Formula

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:

$\mathbf{P} = \mathbf{A} + \mathbf{B} \mathbf{Im}/\mathbf{Io}$

where:

- **P** is the adjustment factor for the portion of the Contract Price payable.
- A and **B** are coefficients **specified in the SCC**, representing then on adjustable and adjustable portions, respectively, of the Contract Price payable and
- **I m** is the index prevailing at the end of the month being invoiced and **Io**c is the index prevailing 30 days before Bid opening for inputs payable.
- **NOTE:** The sum of the two coefficients A and B should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the non-adjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.
- 1394 The cost indices or reference prices stated in the table of adjustment data shall be used. If their source is in doubt, it shall be determined by the Engineer. Forth is purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table) for the purposes of clarification of the source; although these dates (and thus these values) may not correspond to the base cost indices.
- 1395 In cases where the "currency of index" is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the Central Bank of Kenya, of this relevant currency on the above date for which the index is required to be applicable.
- 139.6 Until such time as each current cost index is available, the Architect shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.
- 13.9.7 If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices there after shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price, whichever is more favorable to the Procuring Entity.
- 1398 The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or in applicable, as a result of Variations.

14. CONTRACT PRICE AND PAYMENT

14.1 The Contract Price

- 14.1.1 Unless otherwise stated in the Special Conditions:
 - a) The value of the payment certificate shall be agreed or determined under Sub-Clause 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract;
 - b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation];
 - c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:



- i) of the Works which the Contractor is required to execute, or
- ii) for the purposes of Clause12 [Measurement and Evaluation]; and
- d) the Contractor shall submit to the Engineer, within 30 days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Architect may take account of the break down when preparing Payment Certificates but shall not be bound by it.
- 14.12 Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts there for, imported by the Contractor for the sole purpose of executing the Contract shall not be exempt from the payment of import duties and taxes upon importation.

14.2 Advance Payment

- **1421** The Procuring Entity shall make an advance payment, as an interest-free loan for mobilization and cashflow support, when the Contractor submits a guarantee in accordance with this Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the **Special Conditions of Contract.**
- 14.22 Unless and until the Procuring Entity receives this guarantee, or if the total advance payment is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.
- 1423 The Architect shall deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Procuring Entity receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by a reputable bank or financial institutions elected by the Contractor and shall be in the form annexed to the Special Conditions or in another form approved by the Procuring Entity.
- 1424 The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.
- 14.25 Unless stated otherwise in **the Special Conditions of Contract**, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Architect in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates], as follows:
 - a) Deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and
 - b) deductions shall be made at the amortization rate stated in the Special Conditions of Contract of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.
- 1426 If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Procuring Entity], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Procuring Entity], except for Sub-Clause 14.2.7 [Procuring Entity's Entitlement to Termination for Convenience], payable by the Contractor to the Procuring Entity.

143 Application for Interim Payment Certificates

14.3.1 The Contractor shall submit a Statement (in number of copies indicated in the **Special Conditions of Contract**) to the Architect after the end of each month, in a form approved by the Engineer, showing in detail

the amounts to which the Contractor considers itself to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause4.21 [Progress Reports].

- 14.32 The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:
 - a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below);
 - b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost];
 - c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in **the Special Conditions of Contract** to the total of the above amounts, until the amount so retained by the Procuring Entity reaches the limit of Retention Money (if any) stated **in the Special Conditions of Contract**;
 - d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with Sub-Clause 14.2 [Advance Payment];
 - e) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5 [Plant and Materials intended for the Works];
 - f) any other additions or deductions which may have become due under the Contractor otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and
 - g) the deduction of amounts certified in all previous Payment Certificates.

14.4 Schedule of Payments

- 144.1 If the Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule:
 - a) The instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates];
 - b) Sub-Clause 14.5 [Plant and Materials intended for the Works] shall not apply; and
 - c) If these instalments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less or more than that on which this schedule of payments was based, then the Architect may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine revised instalments, which shall take account of the extent to which progress is less or more than that on which the instalments were previously based.
- 14.42 If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.

14.5 Plant and Materials intended for the Works

- 14.5.1 If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3, (i) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates].
- 1452 If the lists referred to in sub-paragraphs (b)(i) or (c)(i) below are not included in the Schedules, this Sub-Clause shall not apply.
- 145.3 The Architect shall determine and certify each addition if the following conditions are satisfied:
 - a) The Contractor has:
 - i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and
 - (ii) submitted statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence;

and either:



- b) the relevant Plant and Materials:
 - i) are those listed in the Schedules for payment when shipped,
 - ii) have been shipped to Kenya, enroute to the Site, in accordance with the Contract; and
 - iii) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Architect together with evidence of payment of freight and insurance, any other documents reasonably required, and a bank guarantee in a form and issued by an entity approved by the Procuring Entity in amounts and currencies equal to the amount due under this Sub-Clause: this guarantee may be in a similar form to the form referred to in Sub-Clause14.2 [Advance Payment] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration; or
- c) the relevant Plant and Materials:
 - i) are those listed in the Schedules for payment when delivered to the Site, and
 - ii) have been delivered to and are properly stored on the Site, are protected against loss, damage or deterioration and appear to be in accordance with the Contract.
- 145.4 The additional amount to be certified shall be the equivalent of eighty percent (80%) of the Architect determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials.
- 1455 The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.

14.6 Issue of Interim Payment Certificates

- 14.6.1 No amount will be certified or paid until the Procuring Entity has received and approved the Performance Security. Thereafter, the Architect shall, within 30 days after receiving a Statement and supporting documents, deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate which shall state the amount which the Architect fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Architect on the Statement if any.
- 14.62 However, prior to issuing the Taking-Over Certificate for the Works, the Architect shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated **in the Special Conditions of Contract**. In this event, the Architect shall give notice to the Contractor accordingly.
- 14.6.3 An Interim Payment Certificate shall not be withheld for any other reason, although:
 - a) if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or
 - b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer, the value of this work or obligation may be withheld until the work or obligation has been performed.
- 4.6.4 The Architect may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Architect acceptance, approval, consent or satisfaction.

14.7 Payment

- 14.7.1 The Procuring Entity shall pay to the Contractor:
 - a) The advance payment shall be paid within 60 days after signing of the contract by both parties or within 60 days after receiving the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub-Clause 14.2 [Advance Payment], whichever is later;
 - b) The amount certified in each Interim Payment Certificate within 60 days after the Architect Issues Interim Payment Certificate; and
 - c) the amount certified in the Final Payment Certificate within 60 days after the Procuring Entity Issues Interim Payment Certificate; or after determination of any disputed amount shown in the Final Statement

in accordance with Sub-Clause 16.2 [Termination by Contractor].

14.7.2 Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (forth is currency) specified in the Contract.

14.8 Delayed Payment

- 14.8.1 If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shall be entitled to receive financing charges (simple interest) monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [Payment], irrespective (in the case of its sub-paragraph (b) of the date on which any Interim Payment Certificate is issued.
- 14.82 These financing charges shall be calculated at the annual rate of three percentage points above the mean rate of the Central Bank in Kenya of the currency of payment, or if not available, the inter-bank offered rate, and shall be paid in such currency.
- 14.83 The Contractor shall be entitled to this payment without formal notice and certification, and without prejudice to any other right or remedy.

14.9 Payment of Retention Money

- 14.9.1 When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Architect for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall behalf (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.
- 14.92 Promptly after the latest of the expiry dates of the Defects Liability Periods, the outstanding balance of the Retention Money shall be certified by the Architect for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall behalf (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.
- 14.9.3 However, if any work remains to be executed under Clause 11 [Defects Liability], the Architects hall be entitled to withhold certification of the estimated cost of this work until it has been executed.
- 14.9.4 When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause13.8 [Adjustments for Changes in Cost].
- 14.95 Unless otherwise stated in the Special Conditions, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a Retention Money Security guarantee, in the form annexed to the Special Conditions or in another form approved by the Procuring Entity and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money.
- 14.9.6 The Procuring Entity shall return the Retention Money Security guarantee to the Contractor within 14 days after receiving a copy of the Completion Certificate.

14.10 Statement at Completion

- 14.10.1 Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Architect three copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 14.3 [Application for Interim Payment Certificates], showing:
 - a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works,
 - b) any further sums which the Contractor considers to be due, and
 - c) an estimate of any other amounts which the Contractor considers will become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion.



14.10.2 The Architect shall then certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates].

14.11 Application for Final Payment Certificate

- 14.11.1 Within 60 days after receiving the Completion Certificate, the Contractor shall submit, to the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:
 - a) The value of all work done in accordance with the Contract, and
 - b) Any further sums which the Contractor considers to be due to him under the Contractor otherwise.
- 14.11.2 If the Architect disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Architect may reasonably require within 30 days from receipt of said draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Architect the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".
- 14.11.3 However, if, following discussions between the Architect and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Architect shall deliver to the Procuring Entity (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 20.4 [Obtaining Dispute Board's Decision] or Sub-Clause 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Procuring Entity (with a copy to the Engineer) a Final Statement.

14.12 Discharge

When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.

14.13 Issue of Final Payment Certificate

- 14.13.1 Within 30days after receiving the Final Statement and discharge in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Architect shall deliver, to the Procuring Entity and to the Contractor, the Final Payment Certificate which shall state:
 - a) The amount which he fairly determines is finally due, and
 - b) After giving credit to the Procuring Entity for all amounts previously paid by the Procuring Entity and for all sums to which the Procuring Entity is entitled, the balance (if any) due from the Procuring Entity to the Contractor or from the Contractor to the Procuring Entity, as the case may be.
- 14.13.2 If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Architect shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 30 days, the Architect shall issue the Final Payment Certificate for such amount as he fairly determines to be due.

14.14 Cessation of Procuring Entity's Liability

- 14.14.1 The Procuring Entity shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:
 - a) in the Final Statement and also,
 - b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 14.10 [Statement at Completion].
- 14.14.2 However, this Sub-Clause shall not limit the Procuring Entity's liability under his indemnification obligations, or the Procuring Entity's liability in any case of fraud, deliberate default or reckless misconduct by the Procuring Entity.

14.15 Currencies of Payment

The Contract Price shall be paid in the currency or currencies named in the Schedule of Payment Currencies. If more than one currency is so named, payments shall be made as follows:

- a) If the Accepted Contract Amount was expressed in Local Currency only:
 - i) the proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Schedule of Payment Currencies, except as otherwise agreed by both Parties;
 - ii) payments and deductions under Sub-Clause 13.5 [Provisional Sums] and Sub-Clause 13.7 [Adjustments for Changes in Legislation] shall be made in the applicable currencies and proportions; and
 - iii) other payments and deductions under sub-paragraphs (a) to (d) of Sub-Clause 14.3 [Application for Interim Payment Certificates] shall be made in the currencies and proportions specified in sub-paragraph (a) (i) above;
- b) payment of the damages specified in the Special Conditions of Contract, shall be made in the currencies and proportions specified in the Schedule of Payment Currencies;
- c) other payments to the Procuring Entity by the Contractor shall be made in the currency in which the sum was expended by the Procuring Entity, or in such currency as may be agreed by both Parties;
- d) if any amount payable by the Contractor to the Procuring Entity in a particular currency exceeds the sum payable by the Procuring Entity to the Contractor in that currency, the Procuring Entity may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and
- e) if no rates of exchange are stated in the Schedule of Payment Currencies, they shall be those prevailing on the Base Date and determined by the Central Bank of Kenya.

15. TERMINATION BY PROCURING ENTITY

15.1 Notice to correct any defects or failures

If the Contractor fails to carry out any obligation under the Contract, the Architect may by notice require the Contractor to make good the failure and to remedy it within 30 days.

15.2 Termination by Procuring Entity

- 152.1 The Procuring Entity shall be entitled to terminate the Contract if the Contractor breaches the contract based on following circumstances which shall include but not limited to:
 - a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct],
 - b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
 - c) without reasonable excuse fails:
 - i) to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or
 - ii) to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause 7.6 [Remedial Work], within 30 days after receiving it,
 - d) subcontracts the major part or whole of the Works or assigns the Contract without the consent of the Procuring Entity,
 - e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or
 - f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an induce mentor reward:
 - i) for doing or for bearing to do any action in relation to the Contract, or
 - ii) for showing or for bearing to show favor or disfavor to any person in relation to the Contract, or
 - iii) if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such induce mentor reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination, or
 - g) If the contract or repeatedly fails to remedy delivers defective work,

- h) based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Appendix B to these General Conditions, in competing for or in executing the Contract.
- 15.22 In any of these events or circumstances, the Procuring Entity may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (e) or (f) or (g) or (h), the Procuring Entity may by notice terminate the Contract immediately.
- 15.23 The Procuring Entity's election to terminate the Contract shall not prejudice any other rights of the Procuring Entity, under the Contractor otherwise.
- 1524 The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Engineer. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.
- 15.25 After termination, the Procuring Entity may complete the Works and/ or arrange for any other entities to do so. The Procuring Entity and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.
- 1526 The Procuring Entity shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Procuring Entity, these items may be sold by the Procuring Entity in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

153 Valuation at Date of Termination

As soon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

15.4 Payment after Termination

After a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Procuring Entity may:

- a) Proceed in accordance with Sub-Clause 2.5 [Procuring Entity's Claims],
- b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Procuring Entity, have been established, and/ or
- c) recover from the Contractor any losses and damages incurred by the Procuring Entity and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Procuring Entity shall pay any balance to the Contractor.

155 Procuring Entity's Entitlement to Termination for Convenience

The Procuring Entity shall be entitled to terminate the Contract, at any time at the Procuring Entity's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 30 days after the later of the dates on which the Contractor receives this notice or the Procuring Entity returns the Performance Security. The Procuring Entity shall not terminate the Contract under this Sub-Clause in order to execute the Works itself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor]. After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on Termination].

15.6 Fraud and Corruption

The Contractor shall ensure compliance with the Kenya Government's Anti-Corruption Laws and its prevailing sanctions.



15.7 Corrupt gifts and payments of commission

- 15.7.1 The Contractor shall not;
 - a) Offer or give or agree to give to any person in the service of the Procuring Entity any gift or consideration of any kind as an inducement or reward for doing or for bearing to door for having done or for borne to do any act in relation to the obtaining or execution of this or any other Contract for the Procuring Entity or for showing or for bearing to show favor or disfavor to any person in relation to this or any other contract for the Procuring Entity.
 - b) Enter into this or any other contract with the Procuring Entity in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment there of have been disclosed in writing to the Procuring Entity.
- 15.7.2 Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement and Asset Disposal Act (2015) and the Anti-Corruption and Economic Crimes Act (2003) of the Laws of Kenya.

16 SUSPENSION AND TERMINATION BY CONTRACTOR

16.1 Contractor's Entitlement to Suspend Work

- 16.1.1 If the Architect fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or Sub-Clause 14.7 [Payment], or not receiving instructions that would enable the contractor to proceed with the works in accordance with the program, the Contractor may, after giving not less than 30 days' notice to the Procuring Entity, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.
- 16.1.2 The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [Delayed Payment] and to termination under Sub-Clause 16.2 [Termination by Contractor].
- 16.1.3 If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.
- 16.1.4 If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
 - a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such Cost-plus profit, which shall be included in the Contract Price.
- **162** After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

163 Termination by Contractor

- 163.1 The Contractor shall be entitled to terminate the Contract if:
 - a) the Architect fails, within 60 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate,
 - b) the Contractor does not receive the amount due under an Interim Payment Certificate within 90 days after the expiry of the time stated in Sub-Clause1 4.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Procuring Entity's Claims]),
 - c) the Procuring Entity substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,
 - d) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or
 - e) the Procuring Entity becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

- f) the Contractor does not receive the Architect instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].
- 1632 In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Procuring Entity, terminate the Contract. However, in the case of sub-paragraph (f) or (g), the Contractor may by notice terminate the Contract immediately.
- 1633 The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contractor otherwise.

164 Cessation of Work and Removal of Contractor's Equipment

After a notice of termination under Sub-Clause 15.5 [Procuring Entity's Entitlement to Termination for Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:

- a) cease all further work, except for such work as may have been instructed by the Architect for the protection of life or property or for the safety of the Works,
- b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and
- c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

165 Payment on Termination

After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Procuring Entity shall promptly:

- a) Return the Performance Security to the Contractor,
- b) pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release], and
- c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

17. RISK AND RESPONSIBILITY

17.1 Indemnities

- 17.1.1 The Contractor shall indemnify and hold harmless the Procuring Entity, the Procuring Entity's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:
 - a) Bodily injury, sickness, disease or death, of any person what so ever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, willful actor breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and
 - b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.
- 17.12 The Procuring Entity shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property], unless and to the extent that any such damage or loss is attributable to any negligence, willful actor breach of the Contract by the contractor, the contractor's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

17.2 Contractor's Care of the Works

172.1 The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement

Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Procuring Entity. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Procuring Entity.

- 1722 After responsibility has accordingly passed to the Procuring Entity, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.
- 1723 If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 17.3 [Procuring Entity's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.
- 1724 The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.

173 Procuring Entity's Risks

The risks referred to in Sub-Clause 17.4 [Consequences of Procuring Entity's Risks] below, in so far as they directly affect the execution of the Works in Kenya, are:

- a) War hostilities (whether war be declared or not),
- b) rebellion, riot, commotion or disorder, terrorism, sabotage by persons other than the Contractor's Personnel,
- c) explosive materials, ionizing gradation or contamination by radio-activity, except as may be attributable to the Contractor's use of such explosives, radiation or radio-activity,
- d) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds,
- e) use or occupation by the Procuring Entity of any part of the Permanent Works, except as may be specified in the Contract,
- f) design of any part of the Works by the Procuring Entity's Personnel or by others for whom the Procuring Entity is responsible, and
- g) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions.

17.4 Consequences of Procuring Entity's Risks

- 174.1 If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Architect and shall rectify this loss or damage to the extent required by the Engineer.
- 17.42 If the Contractor suffers delay and/ or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- (a) An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) paymentofany such Cost, which shall be included in the Contract Price. In the case of sub-paragraphs (e)and (g) of Sub-Clause 17.3 [Procuring Entity's Risks], Accrued Costs shall be payable.
- 1743 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

17.5 Intellectual and Industrial Property Rights

- 175.1 In this Sub-Clause, "infringement" shall refer to an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" shall refer to a claim (or proceedings pursuing a claim) alleging an infringement.
- 1752 Whenever a Party does not give notice to the other Party of any claim within 30 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.

- 1753 The Procuring Entity shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:
 - a) An un avoidable result of the Contractor's compliance with the Contract, or
 - b) A result of any Works being used by the Procuring Entity:
 - i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or
 - ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.
- 1754 The Contractor shall indemnify and hold the Procuring Entity harmless again stand from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.
- 1755 If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.
- 175.6 For operation and maintenance of any plant or equipment installed, the contractor shall grant a non-exclusive and non-transferable license to the Procuring Entity under the patent, utility models ,or other intellectual rights owned by the contractor or a third party from whom the contract or has received the rights to grant sub-licenses and shall also grant to the Procuring Entity a non-exclusive and non-transferable rights (without the rights to sub-license) to use the know-how and other technical information disclosed to the contract or under the contract. Nothing contained here-in shall be construed as transferring ownership of any patent, utility model, trademark, design, copy right, know-how or other intellectual rights from the contractor or any other third party to the Procuring Entity.

17.6 Limitation of Liability

- 17.6.1 Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contractor for any in director consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4(b) [Consequences of Procuring Entity's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].
- 17.62 The total liability of the Contractor to the Procuring Entity, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Procuring Entity's Equipment and Free- Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in **the Special Conditions of Contract**, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount.
- 17.63 This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

17.7 Use of Procuring Entity's Accommodation/Facilities

- 17.1 The Contractor shall take full responsibility for the care of the Procuring Entity provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).
- 17.72 If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Procuring Entity is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.

18. INSURANCE

18.1 General Requirements for Insurances

18.1.1 In this Clause, "insuring Party" means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.

- 18.1.2 Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Procuring Entity. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.
- 18.1.3 Wherever the Procuring Entity is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.
- 18.1.4 If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Procuring Entity shall act for Procuring Entity's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.
- 18.15 Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.
- 18.1.6 The relevant insuring Party shall, within the respective periods stated in **the Special Conditions of Contract** (calculated from the Commencement Date), submit to the other Party:
 - a) Evidence that the insurances described in this Clause have been affected, and
 - b) copies of the policies for the insurances described in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property].
- 18.1.7 When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer.
- 18.1.8 Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.
- 18.19 Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or at tempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.
- 18.1.0 If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contractor fails to provide satisfactory evidence and copies of policies in accordance with this Sub- Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.
- 18.1.11 Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Procuring Entity, under the other terms of the Contractor otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Procuring Entity.
- 18.1.12 Procuring Entity in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.
- 18.1.13 Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Procuring Entity's Claims] or Sub-Clause 20.1 [Contractor's Claims], as applicable.
- 18.1.14 The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause 18) with insurers from any eligible source country.

182 Insurance for Works and Contractor's Equipment

- 182.1 The insuring Party shall insure the Works, Plant, Material sand Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.
- 1822 The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Clause 11 [Defects Liability]).
- 1823 The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.
- 1824 Unless otherwise stated in the Special Conditions, insurances under this Sub-Clause:
 - a) Shall be effected and maintained by the Contractor as insuring Party,
 - b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage,
 - c) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Procuring Entity's Risks],
 - d) shall also cover, to the extent specifically required in the tendering documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Procuring Entity of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (c), (g) and (h)of Sub-Clause 17.3 [Procuring Entity's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated **in the Special Conditions** of Contract (if an amount is not so stated, this sub-paragraph (d) shall not apply), and
 - e) may however exclude loss of, damage to, and reinstatement of:
 - i) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),
 - ii) apart of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,
 - iii) apart of the Works which has been taken over by the Procuring Entity, except to the extent that the Contractor is liable for the loss or damage, and
 - iv) Goods while they are not in Kenya, subject to Sub-Clause 14.5 [Plant and Materials intended for the Works].
- 1825 If, more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Procuring Entity, with supporting particulars. The Procuring Entity shall then (i) be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 18.1 [General Requirements for Insurances].

183 Insurance against Injury to Persons and Damage to Property

- 183.1 The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.
- 1832 This insurance shall be for a limit per occurrence of not less than the amount stated in **the Special Conditions of Contract**, with no limit on the number of occurrences. If an amount is not stated in the **Special Conditions of Contract**, this Sub-Clause shall not apply.
- 1833 Unless otherwise stated in the Special Conditions, the insurances specified in this Sub-Clause:a) Shall be effected and maintained by the Contractor as insuring Party,



- b) shall be in the joint names of the Parties,
- c) shall be extended to cover liability for all loss and damage to the Procuring Entity's property (except things insured under Sub-Clause 18.2) arising out of the Contractor's performance of the Contract, and
- d) may however exclude liability to the extent that it arises from:
 - i) the Procuring Entity's right to have the Permanent Works executed on, over, under, in or
 - ii) through any land, and to occupy this land for the Permanent Works,
 - iii) damage which is an unavoidable result of the Contractor's obligations to execute the
 - iv) Works and remedy any defects, and
 - v) a cause listed in Sub-Clause 17.3 [Procuring Entity's Risks], except to the extent that cover is available at commercially reasonable terms.

184 Insurance for Contractor's Personnel

- 184.1 The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.
- 1842 The insurance shall cover the Procuring Entity and the Architect against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Procuring Entity or of the Procuring Entity's Personnel.
- 18.4.3 The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

19. FORCE MAJEURE

19.1 Definition of Force Majeure

- 19.1.1 In this Clause, "Force Majeure" means an exceptional event or circumstance:
 - a) Which is beyond a Party's control,
 - b) Which such Party could not reasonably have provided against before entering into the Contract,
 - c) which, having arisen, such Party could not reasonably have avoided or over come, and
 - d) which is not substantially attributable to the other Party.
- 19.12 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
 - a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
 - c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
 - d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
 - e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

19.2 Notice of Force Majeure

- 192.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.
- 1922 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.
- 1923 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

193 Duty to Minimize Delay

Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the

Contract as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

19.4 Consequences of Force Majeure

- 19.4.1 If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/ or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
 - a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 19.1 [Definition of Force Majeure] and, in sub-paragraphs (ii) to (iv), occurs in Kenya, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause18.2 [Insurance for Works and Contractor's Equipment].
- 1942 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

195 Force Majeure Affecting Subcontractor

If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

19.6 Optional Termination, Payment and Release

- 19.6.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment].
- 19.62 Upon such termination, the Architect shall determine the value of the work done and issue a Payment Certificate which shall include:
 - a) theamountspayableforanyworkcarriedoutforwhichapriceisstatedintheContract;
 - b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Procuring Entity when paid for by the Procuring Entity, and the Contractor shall place the same at the Procuring Entity's disposal;
 - c) other Cost or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;
 - d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and
 - e) the Cost of repatriation of the Contractor's staff and lab or employed wholly in connection with the Works at the date of termination.

19.7 Release from Performance

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

- a) The Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
- b) The sum payable by the Procuring Entity to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.

20. SETTLEMENT OF CLAIMS AND DISPUTES

20.1 Contractor's Claims

- 201.1 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 <u>Notice to the Engineer</u>, 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.
- 20.1.2 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.
- 20.1.3 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.
- 20.1.4 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 Engineer. Without admitting the Procuring Entity's liability, the Architect 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 Architect to inspect all these records and shall (if instructed) submit copies to the Engineer.
- 20.15 Within 42days 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 Engineer, the Contractor shall send to the Architect 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 Architect 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 Engineer.
- 20.1.6 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 Architect and approved by the Contractor, the Architect 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.
- 20.1.7 Within the above defined period of 42 days, the Architect shall proceed in accordance with Sub-Clause 3.5 [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.
- 20.1.8 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.
- 20.19 If the Architect does not respond within the time frame defined in this Clause, either Party may consider that the claim is rejected by the Architect and any of the Parties may refer the dispute for amicable settlement in accordance with Clause 20.3.
- 20.1.10 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 20.3.



20.2 Procuring Entity's Claims

- 202.1 If the Procuring Entity considers itself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Procuring Entity or the Architect shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Procuring Entity's Equipment and Free-Issue Materials], or for other services requested by the Contractor.
- 2022 The notice shall be given as soon as practicable and no longer than 30 days after the Procuring Entity became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.
- 2023 The particulars shall specify the Clause or other basis of the claim and shall include substantiation of the amount and/or extension to which the Procuring Entity considers itself to be entitled in connection with the Contract. The Architect shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the amount (if any) which the Procuring Entity is entitled to be paid by the Contractor, and/ or (ii) the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 11.3 [Extension of Defects Notification Period].
- 2024 This amount may be included as a deduction in the Contract Price and Payment Certificates. The Procuring Entity shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.

20.3 Amicable Settlement

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 20.1 above should move to commence arbitration after 60 days from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

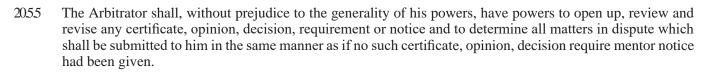
20.4 Matters that may be referred to arbitration

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) Whether or not the issue of an instruction by the Architect is empowered by these Conditions.
- b) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- c) Any dispute arising in respect risks arising from matters referred to in Clause 17.3 and Clause 19.
- e) 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.

205 Arbitration

- 205.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.3 shall be finally settled by arbitration.
- 2052 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.
- 2053 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.
- 2054 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 a ward any sums which ought to have been the subject of or included in any certificate.



- 205.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Architect from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 205.7 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.
- 205.7 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Architect shall not be altered by reason of any arbitration being conducted during the progress of the Works.
- 2058 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.

20.6 Arbitration with National Contractors

- 20.6.1 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
- 20.6.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

20.7 Arbitration with Foreign Contractors

- 20.7.1 Arbitration with foreign contractors shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.
- 20.7.2 The place of arbitration shall be a location specified in the **SCC**; and the arbitration shall be conducted in the language for communications defined in Sub-Clause1.4 [Law and Language].

20.8 Alternative Arbitration Proceedings

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.

20.9 Failure to Comply with Arbitrator's Decision

- 209.1 The award of such Arbitrator shall be final and binding up on the parties.
- 2092 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.

20.10 Contract operations to continue

Notwithstanding any reference to arbitration herein,

- 1.1.1 the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- 1.1.2 the Procuring Entity shall pay the Contractor any monies due the Contractor.

Section IX - Special Conditions of Contract

The following Special Conditions shall supplement the GCC. Whenever there is a conflict, the provisions here in shall prevail over those in the GCC.

Conditions	Sub- Clause	Data
		Contract Data
Procuring Entity's name and		The Procuring Entity is State Department of
address	Heading	Housing and Urban Development
Name and Reference No. of the Contract	Heading and 1.1	Proposed Construction of Bumala County Strategic Market in Busia County
		Tender No. MLPWHUD/SDHUD/UDD/366/2023-2024
Engineers Name and address	Heading and 3.1.1	Director, Urban Development Department. State Department for Housing and Urban Development, P.O Box 30119-00100, Nairobi, Kenya
Contractor's Representative's name	4.3.1	[insert the name of the Contractor's Representative agreed by the Procuring Entity prior to Contract signature]
Key Personnel names	16.9.1	[insert the name of each Key Personnel agreed by the Procuring Entity prior to Contract signature]
Time for Completion	1.1.	18 Months
Defects Liability Period	1.1	6 months
Defects Notification Period	1.1	30 days
Sections	1.1	If Sections are to be used, refer to Table: Summary of Sections below
Electronic transmission systems	1.3	N/A
Time for the Parties entering into a Contract Agreement	1.6	Within 30 days
Commencement Date	8.1.1	The start date shall be 14 days after site handing over
Time for access to the Site	2.1.1	No later than the Commencement Date, and not later than 14 no. days after Commencement Date
Architect Duties and Authority	3.1.6 (b) (ii)	Variations resulting in an increase of the Accepted Contract Amount shall be as guided by the Public Procurement and Asset Disposal Act, 2015 and all amendments thereafter and attendant Regulations.
Performance Security	4.2.1	The performance security will be in the form of a performance bond in the amount(s) of 10% percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount. The Security issued shall be of its full value, and partial/split Securities shall be rejected.
Nominated Sub-Contractors	5.1	 Add the following Paragraphs at the end of Subclause 5.1: 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.

Conditions	Sub- Clause	Data
	CARTRINE	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.
		5.1.3. The Contractor and the nominated sub- contractor shall enter into a sub-contract agreement which provides (inter alia):
		5.1.3.1. 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.
		5.1.3.2. 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.
		5.1.3.3. 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.
		5.1.3.4. That the sub-contract works shall be completed within the period or (where they are to be completed in parts) periods therein specified.
		5.1.3.5. 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.
		5.1.3.6. 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

Conditions	Sub- Clause	Data
		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.
		5.1.3.7. 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.
		5.1.3.8. 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.
		5.1.4. 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;
		5.1.4.1. Any retention money which the Contract may be entitled to deduct under the terms of the sub-contract, and
		5.1.4.2. 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
		5.1.4.3. Amounts already paid under previous certificates.
		5.1.4.4. 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.

Conditions	Sub- Clause	Data
		5.1.5. 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.
		5.1.6. 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.
		5.1.7. 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.
		5.1.8. 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.
		5.1.9. 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.
		5.1.10. 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.
		5.1.11. 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

Conditions	Sub-	Data
	Clause	
		Procuring Entity and the nominated sub-contractor and shall not form part of this agreement.
		5.1.12. 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.
		5.1.13. 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.
		5.1.14. 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.
Delay damages for the Works	8.7 & 14.15(b)	0.05 % of the Contract Price per week or part thereof. If Sections are to be used, refer to Table: Summary of
Maximum amount of delay	8.7.1	Sections below 10% of the final Contract Price.
damages Provisional Sums	13.6. (b)(ii)	N/A
Adjustments for Changes in Cost	13.0. (b)(ll)	N/A
Total advance payment	14.2.1	Upto 20% of the Accepted Contract Amount
r i i i i i i i i i i i i i i i i i i i		payable in the currencies and proportions in which
		the Accepted Contract Amount is payable.
Advance Payment Guarantee Repayment amortization rate of advance payment	14.2.1 14.2.5 (b)	The advance payment guarantee will be issued in the prescribed format in the amount of the full value of the Total Advance Payment and in the same currency(ies) of the Advance Payment. The Guarantee issued shall be of its full value, and partial/split Guarantees shall be rejected. The amounts to be recovered in each payment certificate shall be computed using the following formula:
		$R = \frac{A(x^{1} - x^{11})}{90 - 30}$ Where; A - Amount of the advance which has been granted.
		\mathbf{x}^{1} - The amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 30% but not exceed 90%.
		x^{11} - The amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 90% but not less than 30%.
		R - Amount to be reimbursed in current valuation.
Percentage of Retention	14.3.2 (c)	10% of the certified amounts.
Limit of Retention Money	14.3.2 (c)	5% of the Accepted Contract Amount
Plant and Materials	14.5.3(b)(i)	Not applicable
	14.5.3(c)(i)	Not applicable

Conditions	Sub-	Data
Conditions	2.10	Data
	Clause	
Minimum Amount of Interim	14.6.2	5% of the Accepted Contract Amount
Payment Certificates		
Publishing source of commercial	14.8	Shall be in accordance with the prevailing mean
interest rates for financial charges		commercial lending rate as determined by the
in case of delayed payment		Central Bank of Kenya.
Maximum total liability of the	17.6.2	The product of 1.1 times the Accepted Contract
Contractor to the Procuring Entity		Amount.
Periods for submission of	18.1.6	
insurance:		
a. Evidence of insurance.		14 days
b. Relevant policies		14 days
Maximum amount of deductibles	18.2.4 (d)	[Insert maximum amount of deductibles] -N/A
for insurance of the Procuring		
Entity's risks		
Minimum amount of third-party	18.3.2	[Insert amount of third-party insurance]- N/A
insurance		
The place of arbitration	20.7.2	Nairobi, Kenya

SECTION X - CONTRACT FORMS

FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD

- FORM No. 2 REQUEST FOR REVIEW
- FORM No. 3 LETTER OF AWARD
- FORM No. 4 CONTRACT AGREEMENT
- FORM No. 5 PERFORMANCE SECURITY [Option 1 Unconditional Demand Bank Guarantee]
- FORM No. 6 PERFORMANCE SECURITY [Option 2- Performance Bond]
- FORM No. 7 ADVANCE PAYMENT SECURITY
- FORM No. 8 RETENTION MONEY SECURITY

FORM No 1: NOTIFICATION OF INTENTION TO AWARD OF CONTRACT

This Notification of Award shall be sent to each Tenderer that submitted a Tender and was not successful. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

- 1. For the attention of Tenderer's Authorized Representative
 - *i)* Name: [insert Authorized Representative's name]
 - *ii)* Address: [insert Authorized Representative's Address]
 - *iii)* Telephone: [insert Authorized Representative's telephone/fax numbers]
 - iv) Email Address: [insert Authorized Representative's email address]

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

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

This Notification is sent by (Name and designation)

3. <u>Notification of Award</u>

- *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)* 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 by submitting a Procurement-related Complaint in relation to the decision to award the contracts.
 - a) The successful tenderers
 - i) Name of successful Tender_____

ii) Address of the successful Tender

- b) The reasons for your tender being unsuccessful are as follows:
- c) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.

SNo	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. <u>How to request a debriefing</u>

- a) DEADLINE: The dead line 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]
 - iii) Agency: [insert name of Procuring Entity]
 - iv) 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. <u>How to make a complaint</u>

- 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 <u>www.ppra.go.ke</u>.



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

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

7. Standstill Period

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

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

ignature:	
ame:	
itle/position:	
elephone:	

FORM NO. 2- REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

......RESPONDENT (Procuring Entity)

REQUEST FOR REVIEW

I/We	
Tel. No	Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of
the above m	entioned decision on the following grounds, namely:
1.	
2.	
By this men	norandum, the Applicant requests the Board for an order/orders that:
1.	
2.	
SIGNED	day of/20

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

SIGNED

Board Secretary

FORM NO 3: LETTER OF AWARD

letterhead paper of the Procuring Entity]

[date]

To: [name and address of the Contractor]

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

Authorized Signature:
Name and Title of Signatory:
Name of Procuring Entity:
Attachment: Contract Agreement:



FORM NO 4: CONTRACT AGREEMENT

THIS AGREEMENT made the day of		
of		
Entity"), of the one part, and	×	(hereinafter
"the Contractor"), of the other part:		

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

The Procuring Entity and the Contractor agree as follows:

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

INWITNESS where of the parties here to have caused this Agreement to be executed in accordance with the Laws of Kenva on the day, month and year specified above.

Signed and sealed by ______ (for the Procuring Entity)

Signed and sealed by ______(for the Contractor).

FORM NO. 5 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: [insert name and Address of Procuring Entity]

Date: [Insert date of issue]

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

 1. We have been informed that _______(hereinafter called "the Contractor") has entered into Contract No. _______dated ______with (name of Procuring Entity) _______(the Procuring Entity as the Beneficiary), for the execution of _______(hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

- 3. At the request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ______(*in words*),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
- 4. This guarantee shall expire, no later than the......Day of......2, and any demand for payment under it must be received by us at the office indicated above on or before that date.
- 5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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

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

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.

²Insert 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 a readvised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action*]

[Guarantor letterhead or SWIFT identifier code] Beneficiary: [insert name and Address of Procuring Entity]

Date: _____[Insert date of issue] PERFORMANCE BOND No.:____

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

- 1. By this Bond ______ as Principal (hereinafter called "the Contractor") and ______] as Surety (hereinafter called "the Surety"), are held and firmly bound unto_] as Obligee (hereinafter called "the Procuring Entity") in the amount of ______ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
- 2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the _____day of ______, 20_____, for ______ in accordance with the documents, plans, specifications, and amendments there to, which to the extent here in provided for, are by reference made part here of and are here in after referred to as the Contract.
- 3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
 - a) Complete the Contract in accordance with its terms and conditions; or
 - b) 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
 - c) 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 here in or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

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

FORM NO. 7 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

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

issue]

ADVANCE PAYMENT GUARANTEE No.: [Insert guarantee reference number]

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

- 3. At the request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _______(in words ______)^{t} upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
- 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, any demand for payment under this guarantee must be received by us at this office on or before that date.
- 6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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

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

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

²Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM NO. 8 – RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: [Insert name and Address of Procuring Entity]

Date:_____[Insert date of issue]

Advance payment guarantee no. [Insert guarantee reference number]

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

- 1. We have been informed that______[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Contract") has entered into Contract No. ______[insert reference number of the contract] dated______with the Beneficiary, for the execution of ______[insert name of contract and brief description of Works] (hereinafter called "the Contract").
- 2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[*insert the second half of the Retention Money] is to be made against a Retention Money guarantee.
- 3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]______ ([insert amount in words______])'* 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 showgrounds for your demand or the sum specified there in.
- 4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number______at_____[insert name and address of Applicant's bank].
- 5. This guarantee shall expire no later than the......Day of......2., and any demand for payment under it must be received by us at the office indicated above on or before that date.
- 6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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

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

¹The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.

²Insert a date that is twenty-eight days after the expiry of retention period after the actual completion date of the contract. 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. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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 pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. 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 legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.:	_	[insert identification
<i>no</i>] Name of the Tender T	itle/Description:	[insert name of the
assignment] to:	[insert complete nam	e of Procuring Entity]

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

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

Details of Beneficial ownership

	Details of all Beneficial Own	ners % of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Full Name	Directly %	Directly % of voting	1. Having the right to appoint a majority of	
1.	National identity card number or Passport number	of shares	rights	the board of the directors or an equivalent governing	over the Company body of the Company (tenderer)
	Personal Identification Number (where applicable)	Indirectly % of shares	Indirectly % of voting rights	body of the Tenderer: YesNo 2. Is this right held directly or indirectly?:	YesNo 2. Is this influence or control exercised
	Nationality				directly or
	Date of birth [<i>dd/mm/yyyy</i>]			Direct	indirectly? Direct
	Postal address			T 1' /	
	Residential address			Indirect	Indirect
	Telephone number				
	Email address				
	Occupation or profession				

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
2.	Full Name	Directly	Directly	1. Having the right to	1. Exercises
	National identity card number or Passport number	of shares	%% of voting hares rights Indirectly % of voting rights	appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: YesNo 2. Is this right held directly or indirectly?: Direct 	significant influence or control over the Company body of the Company (tenderer) YesNo 2. Is this influence or control exercised directly or indirectly?
	Personal Identification Number (where applicable)	Indirectly % of shares			
	Nationality(ies) Date of birth [dd/mm/yyyy]				
	Postal address				Direct
	Residential address				Indirect
	Telephone number				
	Email address				
	Occupation or profession				
3.					
e.t					
е.1 .С					

- II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.
- III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:
 - (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
 - (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
 - (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
 - (d) exercises significant influence or control, directly or indirectly, over the company.



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

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

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

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

Bidder Official Stamp