



**KENYA FILM CLASSIFICATION BOARD**

P.O. Box 44226 – 00100, Nairobi, Kenya  
15<sup>th</sup> Floor, Uchumi House Aga Khan Walk  
**Tel:** +254 (020) 2250600  
**Website:** [www.kfcb.go.ke](http://www.kfcb.go.ke)  
**Email:** info@kfcb.go.ke

**TENDER DOCUMENT FOR PROPOSED OFFICE  
ACCOMMODATION ON 14<sup>TH</sup> AND 15<sup>TH</sup> FLOORS  
UCHUMI HOUSE (RESTRICTED TENDER)**

**TENDER NO. KFCB/RT/06/2022-2023**

**Issue Date: 6<sup>TH</sup> DECEMBER 2022**

**Closing/Opening Date: 22<sup>ND</sup> DECEMBER 2022**

**TENDER SUBMISSION PLACE AND ADDRESS**

Kenya Film Classification Board  
15<sup>th</sup> Floor, Uchumi House Aga Khan Walk

<b><u>INVITATION TO TENDER</u></b>	
<b>PROCURING ENTITY:</b>	<b>Kenya Film Classification Board P.O Box 44226-00100, Nairobi Tel: +254 02 2250600</b>
<b>CONTRACT NAME:</b>	<b>Proposed Office Accommodation on 14<sup>th</sup> and 15<sup>th</sup> Floors Uchumi House</b>
<b>CONTRACT DESCRIPTION:</b>	<b>Proposed Office Accommodation on 14<sup>th</sup> and 15<sup>th</sup> Floors Uchumi House</b>
1.	<p>The Kenya Film Classification Board invites sealed tenders for the Proposed Office Accommodation at 14<sup>th</sup> and 15<sup>th</sup> Floors Uchumi House Aga Khan Walk.</p> <p><b>The scope of works is as follows</b></p> <p>The PROPOSED works to be carried out under this contract involves;</p> <ol style="list-style-type: none"> <li>1) Renovation of offices and</li> <li>2) Equipping of mini theater.</li> </ol> <p><b>The Construction Period Is 16 Weeks (4 Months)</b></p> <p>The site of the proposed works is located at <b>UCHUMI HOUSE 14TH &amp; 15TH FLOOR.</b></p>
2.	<p>Tendering will be conducted under <b>restricted tendering</b> method <i>using</i> a standardized tender document.</p> <p>Tendering is open to <b>the <u>selected and invited Tenderers only.</u></b></p>
3.	<p>Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours [<i>. 0900 to 1500 hours</i>] at the address given below.</p>
4.	<p>A complete set of tender documents may be obtained by interested tenderers electronically from the Website(s) <a href="http://www.kfcb.go.ke">www.kfcb.go.ke</a> and <a href="http://www.ppip.go.ke">www.ppip.go.ke</a>. Tender documents obtained electronically will be free of charge.</p>
5.	<p>Tender documents may be viewed and downloaded for free from the website (<a href="http://www.kfcb.go.ke">www.kfcb.go.ke</a> and <a href="http://www.ppip.go.ke">www.ppip.go.ke</a>).</p> <p>Tenderers who download the tender document must forward their particulars immediately to <a href="mailto:kfcbprocurement@kfcb.go.ke">kfcbprocurement@kfcb.go.ke</a> to facilitate any further clarification or addendum.</p>
6.	<p>Tenders shall be quoted in Kenya Shillings and shall include all taxes.</p> <p>Tenders shall remain valid for <b>One Hundred and Twenty (120) days</b> from the date of opening of tenders.</p>
7.	<p>All Tenders must be accompanied by a tender Security of <b>Kenya Shillings Two Hundred and Fifty Thousand (Ksh. 250,000)</b> (In Accordance with Section 61(2) (c) of the PPAD Act 2015)</p>

8.	The Tenderer shall chronologically serialize all pages of the tender documents submitted.	
	(Mandatory in Accordance with Section 74(1)(i) Of the PPAD Act 2015)	
9.	Completed tenders must be delivered to the address below on or before <b>[11.00am on 22<sup>nd</sup> December 2022]</b> .  <b>Electronic Tenders [will not] be permitted.</b>	
10.	Tenders will be opened immediately after the deadline date and time specified above or any dead line 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:	
<b>A.</b>	<b><u>Address for obtaining further information and for purchasing tender documents</u></b>	
1)	Name of Procuring Entity	<b>Kenya Film Classification Board</b>
2)	Physical address for hand Courier Delivery to an office or Tender Box (City, Street Name, Building, Floor Number and Room)	<b>KFCB Head Office City: Nairobi Street Name: Aga Khan Walk Building Name: Uchumi House Floor number: 15<sup>th</sup> floor</b>
3)	Postal Address	<b>P.O Box 44226-00100, Nairobi.</b>
4)	Insert name, telephone number and email address of the officer to be contacted.	<b>Head of Supply Chain Management Tel: +254 02 2250600 Email <a href="mailto:kfcbprocurement@kfcb.go.ke">kfcbprocurement@kfcb.go.ke</a></b>
<b>B.</b>	<b>Address for submission of tenders</b>	
1)	Name of Procuring Entity	<b>Kenya Film Classification Board</b>
2)	Postal Address (include designation of officer to be attentional)	<b>P.O Box 44226-00100, Nairobi. Attention: Chief Executive Officer</b>
3)	Physical address for hand Courier Delivery to an office or Tender Box (City, Street Name, Building, Floor Number and Room)	<b>Tender Box located at the reception City: Nairobi Street Name: Aga Khan Walk Building Name: Uchumi House Floor number: 15<sup>th</sup> floor</b>
<b>C.</b>	<b>Address for Opening of Tenders</b>	
1)	Name of Procuring Entity	<b>Kenya Film Classification Board</b>

2)	Physical address for the location (City, Street Name, Building, Floor Number and Room)	<b>City: Nairobi</b> <b>Street Name: Aga Khan Walk</b> <b>Building Name: Uchumi House</b> <b>Floor number: 14<sup>th</sup> floor</b> <b>Room number: Boardroom</b>
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*[Authorized Official (name, designation, Signature and date)]*

Name **CHRISTOPHER WAMBUA** *Official of the Procuring Entity issuing the invitation)*

Designation **Ag. CHIEF EXECUTIVE OFFICER**

Signature \_\_\_\_\_

Date **6<sup>TH</sup> DECEMBER 2022**

# PART 1 – TENDERING PROCEDURES

## SECTION 1: INSTRUCTIONS TO TENDERERS

A	<u>General Provisions</u>
1.	Scope of Tender
1.1	<p>The Procuring Entity as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents.</p> <p>The name, identification, and number of lots (contracts) of this Tender Document are specified in the TDS.</p>
2.	Fraud and Corruption
2.1	<p>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”.</p> <p>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.</p>
2.2	<p>The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding <u>collusive practices</u> in contracting.</p> <p>Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed.</p> <p>To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.</p>
2.3	<p>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.</p> <p>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.</p>
2.4	<p>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.</p>

	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
3.1.1	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
3.1.2	Public employees and their close relatives (spouses, children, brothers, sisters and uncles and aunts) are not eligible to participate in the tender.
3.1.3	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.
3.1.4	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.
3.1.5	The maximum number of JV members shall be specified in the TDS.
3.2	<p>Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister.</p> <p>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.</p> <p>Public Officers are also not allowed to participate in any procurement proceedings.</p>

<p>3.3</p>	<p>A Tenderer shall not have a conflict of interest.</p> <p>Any tenderer found to have a conflict of interest shall be disqualified.</p> <p>A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:</p> <ul style="list-style-type: none"> <li>a) Directly or indirectly controls, is controlled by or is under common control with another tenderer; or</li> <li>b) Receives or has received any direct or indirect subsidy from another tenderer; or</li> <li>c) Has the same legal representative as another tenderer; or</li> <li>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</li> </ul>
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	<ul style="list-style-type: none"> <li>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</li> <li>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</li> <li>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</li> <li>h) Has a close business or family relationship with a professional staff of the Procuring Entity who: <ul style="list-style-type: none"> <li>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</li> <li>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.</li> </ul> </li> </ul>
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<p>3.4</p>	<p>A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice.</p> <p>A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.</p>
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3.5	<p>A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders.</p> <p>This includes participation as a subcontractor in other Tenders.</p> <p>Such participation shall result in the disqualification of all Tenders in which the firm is involved.</p> <p>A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender.</p> <p>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.</p>
3.6	<p>A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8.</p> <p>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.</p>

	<p>This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub- consultants for any part of the Contract including related Services.</p>
3.7	<p>Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract.</p> <p>The list of debarred firms and individuals is available from the website of PPRA <a href="http://www.ppra.go.ke">www.ppra.go.ke</a></p>
3.8	<p>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</p> <ul style="list-style-type: none"> <li>(i) a legal public entity of the state Government and/or public administration,</li> <li>(ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and</li> <li>(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.</li> </ul>

<p>3.9</p>	<p>A Firms and individuals may be ineligible if their countries of origin</p> <p>(a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or</p> <p>(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.</p> <p>A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.</p>
<p>3.10</p>	<p>Tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. (Buy Kenya Build Kenya)</p>
<p>3.11</p>	<p>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 <u>less than 51 percent</u> ownership by Kenyan Citizens.</p> <p>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.</p> <p>The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.</p>
<p>3.12</p>	<p>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.</p> <p>Registration shall be a condition for both the tender and contract award and signature.</p> <p>Application for registration with National Construction Authority may be accessed from the website <a href="http://www.nca.go.ke">www.nca.go.ke</a></p>

3.13	<p>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.</p> <p>JVs will be required to seek for exemption from the Competition Authority.</p> <p>Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature.</p> <p>A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract.</p> <p>Application for exemption from the Competition Authority of Kenya may be accessed from the website <a href="http://www.cak.go.ke">www.cak.go.ke</a></p>
3.14	<p>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.</p>
4	<p>Eligible Goods, Equipment, and Services</p>
4.1	<p>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.</p> <p>At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.</p>
4.2	<p>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.</p>
5	<p>Tenderer's Responsibilities</p>
5.1	<p>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.</p>
5.2	<p>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.</p> <p>The costs of visiting the Site shall be at the tenderer's own expense.</p>

5.3	<p>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.</p> <p>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.</p>
5.4	<p>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.</p>
B	<p><u>Contents Of Tender Document</u></p>
6	<p>Sections of Tender Document</p>
6.1	<p>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.</p>
	<p>PART 1 Tendering Procedures</p> <ul style="list-style-type: none"> <li>i. Section I - Instructions to Tenderers (ITT)</li> <li>ii. Section II - Tender Data Sheet (TDS)</li> <li>iii. Section III - Evaluation and Qualification Criteria</li> <li>iv. Section IV - Tendering Forms</li> </ul>
	<p>PART 2 Works Requirements</p> <ul style="list-style-type: none"> <li>i. Section VI - Specifications</li> <li>ii. Section VII - Bills of Quantities</li> </ul>
	<p>PART 3 Conditions of Contract and Contract Forms</p> <ul style="list-style-type: none"> <li>i. Section VIII - General Conditions of Contract (GCC)</li> <li>ii. Section IX - Special Conditions of Contract (SC)</li> <li>iii. Section X - Contract Forms</li> </ul>
6.2	<p>The Invitation to Tender Document (ITT) issued by the Procuring Entity is not part of the Contract documents.</p>
6.3	<p>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.</p>

	<p>In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.</p> <p>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.</p>
7	Site Visit
7.1	<p>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.</p> <p>The costs of visiting the Site shall be at the Tenderer's own expense.</p>
8	Pre-Tender Meeting
8.1	<p>The Procuring Entity shall specify in the TDS if a pre-tender meeting will be held, when and where.</p> <p>The Procuring Entity shall also specify in the TDS if a pre-arranged pretender site visit will be held and when.</p> <p>The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works.</p> <p>The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p>
8.2	<p>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.</p>
8.3	<p>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.</p> <p>Minutes shall not identify the source of the questions asked.</p>

8.4	<p>The Procuring Entity shall also promptly publish anonymized (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.</p> <p>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.</p>
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	<p>Non attendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.</p>
9	<p>Clarification and Amendments of Tender Documents</p>
9.1	<p>A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre- arranged pretender visit of the site of the works if provided for in accordance with ITT 8.4.</p> <p>The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders.</p> <p>The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source.</p> <p>If specified in the TDS, the Procuring Entity shall also promptly publish its response at the web page identified in the TDS.</p> <p>Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 8.4.</p>
10	<p>Amendment of Tendering Document</p>
10.1	<p>At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.</p>
10.2	<p>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.</p> <p>The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.</p>

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	<u>Preparation Of Tenders</u>
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	<p>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.</p> <p>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.</p>
13	Documents Comprising the Tender
13.1	<p>The Tender shall comprise the following:</p> <ul style="list-style-type: none"> <li>a) Form of Tender prepared in accordance with ITT 14;</li> <li>b) Schedules including priced Bill of Quantities, completed in accordance with ITT 14 and ITT 16;</li> <li>c) Tender Security or Tender-Securing Declaration, in accordance with ITT 21.1;</li> <li>d) Alternative Tender, if permissible, in accordance with ITT 15;</li> <li>e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;</li> <li>f) Qualifications: documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;</li> <li>g) Conformity: a technical proposal in accordance with ITT 18;</li> <li>h) Any other document required in the TDS.</li> </ul>

13.2	<p>In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include</p> <ul style="list-style-type: none"> <li>a) a copy of the Joint Venture Agreement entered into by all members. Alternatively,</li> <li>b) 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,</li> <li>c) together with a copy of the proposed Agreement.</li> <li>d) The Tenderer shall chronologically serialize pages of all tender documents submitted in accordance with section 74(1)(i) of the Act; as specified in the TDS</li> </ul>
13.3	<p>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.</p>
14	Form of Tender and Schedules

14.1	<p>The Form of Tender and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tendering Forms.</p> <p>The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3.</p> <p>All blank spaces shall be filled in with the information requested.</p>
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	<p>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.</p> <p>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.</p> <p>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.</p>
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	<p>The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities.</p> <p>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.</p> <p>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</p>
	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	<p>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.</p> <p>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.</p>
16.6	<p>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.</p>
16.7	<p>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.</p>
17	Currencies of Tender and Payment
17.1	<p>Tenderers shall quote entirely in Kenya Shillings.</p> <p>The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya shillings.</p> <p>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.</p>
18	Documents Comprising the Technical Proposal
18.1	<p>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.</p>
19	Documents Establishing the Eligibility and Qualifications of the Tenderer
19.1	<p>Tenderers shall complete the Form of Tender, included in Section IV, Tender Forms, to establish Tenderer's eligibility in accordance with ITT 4.</p>

19.2	<p>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.</p>
19.3	<p>A margin of preference will not be allowed.</p> <p>Preference and reservations will be allowed, individually or in joint ventures.</p> <p>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.</p>
19.4	<p>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.</p> <p>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.</p>
19.5	<p>The purpose of the information described in ITT 19.4 above overrides any claims to confidentiality which a tenderer may have.</p> <p>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.</p> <p>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.</p>
19.6	<p>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.</p> <p>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.</p>

19.7	<p>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.</p> <p>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.</p>
19.8	<p>If a tenderer fails to submit the information required by these requirements, its tender will be rejected.</p> <p>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.</p>
19.9	<p>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:</p> <ul style="list-style-type: none"> <li>i) if the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,</li> <li>ii) if the contract has been awarded to that tenderer, the contract award will be set aside,</li> <li>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.</li> </ul>
19.10	<p>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.</p>
20	<p>Period of Validity of Tenders</p>
20.1	<p>Tenders shall remain valid for the Tender Validity period specified in the TDS.</p> <p>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).</p> <p>A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.</p>

20.2	<p>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.</p>
	<p>The request and the responses shall be made in writing.</p> <p>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.</p> <p>A Tenderer may refuse the request without forfeiting its Tender security.</p> <p>A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 20.3.</p>
20.3	<p>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:</p> <ul style="list-style-type: none"> <li>a) in the case of <b>fixed</b> price contracts, the Contract price shall be the tender price adjusted by the factor specified in the TDS;</li> <li>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.</li> </ul>
21	Tender Security
21.1	<p>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.</p> <p>A Tender-Securing Declaration shall use the form included in Section IV, Tender Forms.</p>
21.2	<p>If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:</p> <ul style="list-style-type: none"> <li>a) an unconditional Bank Guarantee issued by reputable commercial bank); or</li> <li>b) a Banker's cheque issued by a reputable commercial bank; or</li> <li>c) any other security specified in the TDS,</li> </ul>

21.3	<p>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.</p> <p>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.</p>
21.4	<p>If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security</p>
	<p>or Tender-Securing Declaration shall be rejected by the Procuring Entity as nonresponsive.</p>
21.5	<p>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.</p> <p>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.</p>
21.6	<p>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.</p>
21.7	<p>The Tender Security may be forfeited or the Tender-Securing Declaration executed:</p> <ul style="list-style-type: none"> <li>d) 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</li> <li>e) if the successful Tenderer fails to: <ul style="list-style-type: none"> <li>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.</li> </ul> </li> </ul>
21.8	<p>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.</p>

21.9	<p>The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender.</p> <p>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.</p>
21.10	A tenderer shall not issue a tender security to guarantee itself.
22	Format and Signing of Tender
22.1	<p>The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13 and clearly mark it “ORIGINAL.”</p> <p>Alternative Tenders, if permitted in accordance with ITT 15, shall be clearly marked “ALTERNATIVE.”</p>

	<p>In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark them “COPY.”</p> <p>In the event of any discrepancy between the original and the copies, the original shall prevail.</p>
22.2	<p>Tenderers shall mark as “CONFIDENTIAL” all information in their Tenders which is confidential to their business.</p> <p>This may include proprietary information, trade secrets, or commercial or financially sensitive information.</p>
22.3	<p>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.</p> <p>This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender.</p> <p>The name and position held by each person signing the authorization must be typed or printed below the signature.</p> <p>All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.</p>

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	<p>Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container.</p> <p>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.</p> <p>Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:</p> <p>a) in an envelope or package or container marked “ORIGINAL”, all</p>

	<p>documents comprising the Tender, as described in ITT 11; and</p> <p>b) in an envelope or package or container marked “COPIES”, all required copies of the Tender; and</p> <p>c) if alternative Tenders are permitted in accordance with ITT 15, and if relevant:</p> <p>d) in an envelope or package or container marked “ORIGINAL – ALTERNATIVE TENDER”, the alternative Tender; and</p> <p>e) in the envelope or package or container marked “COPIES-ALTERNATIVE TENDER”, all required copies of the alternative Tender.</p> <p>The inner envelopes or packages or containers shall:</p> <p>a) bear the name and address of the Procuring Entity.</p> <p>b) bear the name and address of the Tenderer; and</p> <p>c) bear the name and Reference number of the Tender.</p>
23.2	<p>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.</p> <p>Tenders that are misplaced or opened prematurely will not be accepted.</p>



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.
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: <ul style="list-style-type: none"> <li>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</li> <li>b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 24.</li> </ul>
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.
27.2	<p>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.</p> <p>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.</p>
27.3	<p>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.</p> <p>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.</p>
27.4	<p>Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender.</p> <p>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.</p>
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	<p>Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation.</p> <p>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.</p>
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	<p>The Procuring Entity shall prepare minutes of the Tender Opening that shall include, as a minimum:</p> <ul style="list-style-type: none"> <li>a) The tender is sealed and marked as per ITT23.1</li> <li>b) The tender form is completed and signed as per ITT23.1</li> <li>c) The expiration of tender</li> <li>d) The documentary authority for signing enclosed</li> <li>e) the name of the Tenderer and whether there is a withdrawal, substitution, or modification; as per ITT23.1</li> <li>f) the Tender Price, per lot (contract) if applicable, including any discounts as per ITT23.1</li> <li>g) any alternative Tenders as per ITT23.1</li> <li>h) the presence or absence of a Tender Security and state amount, if one was required as per ITT23.1</li> <li>i) requirement of serialisation of pages by the bidder for each bid submitted</li> <li>j) number of pages of each tender document submitted.</li> </ul>
27.9	The Tenderers' representatives who are present shall be requested to sign an attendance register
E	Evaluation and Comparison of Tenders
28	<b>Confidentiality</b>
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 specified in the TDS
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	<b>Clarification of Tenders</b>

29.1	<p>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.</p> <p>Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not be considered.</p> <p>The Procuring Entity's request for clarification and the response shall be in writing.</p> <p>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.</p>
29.2	<p>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.</p>
30	<p>Deviations, Reservations, and Omissions</p>
30.1	<p>During the evaluation of tenders, the following definitions apply:</p> <ul style="list-style-type: none"> <li>c) "Deviation" is a departure from the requirements specified in the tender document;</li> <li>d) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and</li> <li>e) "Omission" is the failure to submit part or all of the information or documentation required in the Tender document.</li> </ul>
31	<p>Determination of Responsiveness</p>
31.1	<p>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.</p>
31.2	<p>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:</p> <ul style="list-style-type: none"> <li>b) affect in any substantial way the scope, quality, or performance of the</li> </ul>
	<ul style="list-style-type: none"> <li>Works specified in the Contract; or</li> <li>c) 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</li> <li>d) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.</li> </ul>

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	<p>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 non-material non-conformities in the tender related to documentation requirements.</p> <p>Requesting information or documentation on such non- conformities shall not be related to any aspect of the price of the tender.</p> <p>Failure of the tenderer to comply with the request may result in the rejection of its tender.</p>
32.3	<p>Provided that a tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price.</p> <p>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.</p>
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 as specified in the TDS.

33.2	<p>Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:</p> <ul style="list-style-type: none"> <li>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.</li> <li>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 nonresponsive. and</li> <li>c) if there is a discrepancy between words and figures, the amount in words shall prevail</li> </ul>
33.3	Tenderers shall be notified of any error detected in their bid during the notification of award.
34	Currency provisions
34.1	<p>Tenders will be priced in Kenya Shillings only.</p> <p>Tenderers quoting in currencies other than in Kenya shillings will be determined non-responsive and rejected.</p>
35	Margin of Preference and Reservations
35.1	No margin of preference shall be allowed on contracts for small works.
35.2	<p>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.</p> <p>Otherwise, if no so stated, the invitation will be open to all tenderers.</p>
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	<p>Tenderers may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the TDS.</p> <p>Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.</p>
36.3	<p>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.</p>
37	Evaluation of Tenders
37.1	<p>The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria.</p> <p>No other evaluation criteria or methodologies shall be permitted.</p> <p>By applying the criteria and methodologies the Procuring Entity shall determine the Best Evaluated Tender in accordance with ITT 40.</p>
37.2	<p>To evaluate a Tender, the Procuring Entity shall consider the following:</p> <ul style="list-style-type: none"> <li>a) price adjustment due to discounts offered in accordance with ITT 16;</li> <li>b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 39;</li> <li>c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 30.3; and</li> <li>d) any additional evaluation factors specified in the TDS and Section III, Evaluation and Qualification Criteria.</li> </ul>
37.3	<p>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.</p>
37.4	<p>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.</p>
38	Comparison of Tenders
38.1	<p>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.</p>

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	<p>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.</p> <p>The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price.</p> <p>The Procuring Entity shall proceed as follows:</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul>
40.3	<p>If the Procuring Entity determines that the Tender Price is abnormally too high because <u>genuine competition 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.</p>
41	Unbalanced and/or Front-Loaded Tenders
41.1	<p>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.</p>
	<p>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.</p>

41.2	<p>After the evaluation of the information and detailed price analyses \presented by the Tenderer, the Procuring Entity may as appropriate:</p> <ul style="list-style-type: none"> <li>a) accept the Tender; or</li> <li>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</li> <li>c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or</li> <li>d) reject the Tender,</li> </ul>
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 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.
42.4	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.
42.5	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.
42.6	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.
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: <ul style="list-style-type: none"> <li>a) Most responsive to the Tender document; and</li> <li>b) the lowest evaluated price.</li> </ul>
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: <ul style="list-style-type: none"> <li>a) the name and address of the Tenderer submitting the successful tender;</li> <li>b) the Contract price of the successful tender;</li> <li>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;</li> <li>d) the expiry date of the Standstill Period; and</li> <li>e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;</li> </ul>
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	<p>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.</p> <p>The Procuring Entity shall provide the debriefing within five days of receipt of the request.</p>
48.2	<p>Debriefings of unsuccessful Tenderers may be done in writing or verbally.</p> <p>The Tenderer shall bear its own costs of attending such a debriefing meeting.</p>
49	Letter of Award
49.1	<p>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 <u>Letter of Award</u> to the successful Tenderer.</p> <p>The letter of award shall request the successful tenderer to furnish the Performance Security within 21days of the date of the letter.</p>
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	<p>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.</p> <p>If the Tenderer disagrees with this proposal, the Tenderer should so state in his Tender.</p> <p>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.</p>
52	Performance Security
52.1	<p>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.</p> <p>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.</p>
52.2	<p>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.</p> <p>In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.</p>
52.3	Performance security shall not be required for contracts estimated to cost less than Kenya shillings five million shillings.
52.3.1	Performance security shall be required for contracts estimated to cost more than Kenya shillings five million shillings.
53	Publication of Procurement Contract
54	Procurement Related Complaints
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	
<b>A</b>	<b>General Provisions</b>	
<b>1.</b>	<b>Scope of Tender</b>	
ITT 1.1	The name of the contract is <b>Proposed Office Accommodation on 14<sup>th</sup> and 15<sup>th</sup> Floors Uchumi House Aga Khan Walk, Nairobi</b>	
	The reference number of the contract is <b>KFCB/RT/06/2022-2023</b>	
	The number and identification of contracts comprising this tender are :-	
	1.	Renovation of offices and
	2.	Equipping of mini theater.
<b>2.</b>	<b>Fraud and Corruption</b>	
ITT 2.1 ITT.3.4	Tenders shall be required to complete, sign and Stamp - Form -6.1: Declaration Not to Engage Corruption Form Provided as per section 62 of PPADA 2015 and 47 of PPADR 2020	
ITT 2.2	Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.	
ITT 2.3	The information made available on competing firms is as follows: - Not applicable	
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: Not applicable	
<b>3</b>	<b>Eligible Tenderers</b>	
ITT 3.1.1	Eligible Tenderers: (As Per Section 55 Of the PPADA 2015) a) the person has the legal capacity to enter into a contract for procurement or asset disposal; b) the person is not insolvent, in receivership, bankrupt or in the process of being wound up; c) the person, if a member of a regulated profession, has satisfied all the professional requirements; d) the procuring entity is not precluded from entering into the contract with the person under section 38 of PPAD ACT 2015; e) the person and his or her sub-contractor, if any, is not debarred from	

	<p>participating in procurement proceedings under Part XI of PPAD ACT 2015;</p> <p>f) the person has fulfilled tax obligations;</p> <p>g) the person has not been convicted of corrupt or fraudulent practices; and</p> <p>h) is not guilty of any serious violation of fair employment laws and practices.</p>
ITT 3.1.2 ITT 3.3.2	<p>Non -Eligible Tenderers:( As Per Section 55 Of the PPADA 2015)</p> <p>a) 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 be prequalified.</p> <p>Public Officers with such relatives are also NOT allowed to participate in any procurement proceedings in pursuant to section 55(2) provisions of sub section 1 (e, f, g &amp; h) of the PPADA 2015</p>
ITT 3.1.4	Tenders shall be required to complete, sign and Stamp Power of Attorney Form Provided accordance with section 74(1)(D) of the PPAD Regulation 2020;
ITT 3.1.5	<p>The minimum number of JV members shall be – (2) TWO</p> <p>The maximum number of JV members shall be – (3) THREE</p> <p>These are considered reasonable numbers</p>
ITT 3.3	Tenders shall be required to complete, sign and Stamp - Conflict of Interest Form Provided as per section 66 of PPADA 2015
ITT 3.7	Tenders shall be required to complete, sign and Stamp - Not debarred from participating from participating in procurement proceedings as per section 62 of PPADA 2015 and 47 of PPADR 2020
ITT 3.10	Tenderers are required to attach a plan demonstrating linkages with local industries which ensures at least forty percent (40%) inputs are sourced from locally manufactured articles, materials and supplies partially mined or produced in Kenya, or where applicable have been assembled in Kenya for promotion of local industry, sustainable development and protection of the environment as per section (3)(i);155(2) of PPADA 2015 and 144(1-3) of the PPADR 2020:- Buy Kenya Build Kenya Forms (a) & (b) Provided
ITT 3.14	tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax clearance certificate or valid tax exemption certificate issued by the Kenya Revenue Authority as per section (55)(1) (f) PPADA 2015
<b>B</b>	<b>Contents of Tender Document</b>

ITT 8.1	(A) A Pre-Tender Meeting /Conference <b>shall not</b> take place.																																				
	<p>B) A Pre-arranged pretender visit of the site of the works shall take place during <b>normal working hours 0900 to 1500</b> at the following place;</p> <p>Place: <b>Kenya Film Classification Board 15<sup>th</sup> Floor Uchumi House Aga Khan Walk</b></p>																																				
ITT 8.2	<p>The tenderer will submit any questions in writing, to reach the procuring entity not later than</p> <p>Date: <b>19<sup>th</sup> December 2022</b>  Day: <b>Monday</b>  Time: <b>1200 hrs</b></p>																																				
ITT 8.4	<p>The procuring entity's website where minutes of the pre-tender meeting and the pre-arranged pretender site visit will be published is <a href="http://www.kfcb.go.ke">www.kfcb.go.ke</a></p>																																				
ITT 9.1	<p>For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is:</p> <table border="1" data-bbox="391 873 1443 1541"> <tr> <td data-bbox="391 873 451 919">1.</td> <td data-bbox="451 873 808 919">Name of procuring entity</td> <td data-bbox="808 873 1443 919"><b>Kenya Film Classification Board</b></td> </tr> <tr> <td data-bbox="391 919 451 999">2</td> <td data-bbox="451 919 808 999">Physical address for hand /Courier Delivery</td> <td data-bbox="808 919 1443 999"><b>15<sup>th</sup> Floor Uchumi House</b></td> </tr> <tr> <td data-bbox="391 999 451 1045"></td> <td data-bbox="451 999 808 1045">Tender Box</td> <td data-bbox="808 999 1443 1045"><b>KFCB Reception</b></td> </tr> <tr> <td data-bbox="391 1045 451 1092"></td> <td data-bbox="451 1045 808 1092">City</td> <td data-bbox="808 1045 1443 1092"><b>Nairobi</b></td> </tr> <tr> <td data-bbox="391 1092 451 1138"></td> <td data-bbox="451 1092 808 1138">Street Name</td> <td data-bbox="808 1092 1443 1138"><b>Aga Khan Walk</b></td> </tr> <tr> <td data-bbox="391 1138 451 1184"></td> <td data-bbox="451 1138 808 1184">Building</td> <td data-bbox="808 1138 1443 1184"><b>Uchumi House</b></td> </tr> <tr> <td data-bbox="391 1184 451 1230"></td> <td data-bbox="451 1184 808 1230">Floor Number</td> <td data-bbox="808 1184 1443 1230"><b>15<sup>th</sup></b></td> </tr> <tr> <td data-bbox="391 1230 451 1276"></td> <td data-bbox="451 1230 808 1276">Room</td> <td data-bbox="808 1230 1443 1276"><b>Reception</b></td> </tr> <tr> <td data-bbox="391 1276 451 1323">3</td> <td data-bbox="451 1276 808 1323">Postal Address</td> <td data-bbox="808 1276 1443 1323"><b>44226-00100, Nairobi</b></td> </tr> <tr> <td data-bbox="391 1323 451 1369">4.</td> <td data-bbox="451 1323 808 1369">Insert name:</td> <td data-bbox="808 1323 1443 1369"><b>Head Of Supply Chain Management</b></td> </tr> <tr> <td data-bbox="391 1369 451 1428"></td> <td data-bbox="451 1369 808 1428">Insert telephone number;</td> <td data-bbox="808 1369 1443 1428"><b>TEL: +254 02 2250600</b></td> </tr> <tr> <td data-bbox="391 1428 451 1541"></td> <td data-bbox="451 1428 808 1541">and e-mail address of the officer to be contacted.</td> <td data-bbox="808 1428 1443 1541"><b>kfcbprocurement@kfcb.go.ke</b></td> </tr> </table>	1.	Name of procuring entity	<b>Kenya Film Classification Board</b>	2	Physical address for hand /Courier Delivery	<b>15<sup>th</sup> Floor Uchumi House</b>		Tender Box	<b>KFCB Reception</b>		City	<b>Nairobi</b>		Street Name	<b>Aga Khan Walk</b>		Building	<b>Uchumi House</b>		Floor Number	<b>15<sup>th</sup></b>		Room	<b>Reception</b>	3	Postal Address	<b>44226-00100, Nairobi</b>	4.	Insert name:	<b>Head Of Supply Chain Management</b>		Insert telephone number;	<b>TEL: +254 02 2250600</b>		and e-mail address of the officer to be contacted.	<b>kfcbprocurement@kfcb.go.ke</b>
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<b>C</b>	<b><u>Preparation of Tenders</u></b>																																				
<b>12</b>	<b>Language of Tender</b>																																				
ITT 12.1	The Tender shall be written in the English Language.																																				



<b>13</b>	<b>Documents Comprising the Tender</b>
ITT 13.1 (h)	<p>The tenderers shall submit the Following Additional Documents in its tender not already listed in ITT 13.1 should include the following: -</p> <p>i) Declaration Not to Engage Corruption Form Provided as per section 62 of</p>
	<p>PPADA 2015 and 47 of PPADR 2020 in accordance with ITT 2.1.</p> <p>ii) Business registration/Incorporation Certificate</p> <p>iii) Conflict of Interest Form Provided as per section 66 of PPADA 2015 in accordance with ITT 3.3.</p> <p>iv) Not debarred from participating from participating in procurement proceedings Form Provided as per section 62 of PPADA 2015 and 47 of PPADR 2020 in accordance with ITT 3.7.</p> <p>v) National Construction Authority Registration Certificate as a contractor, <b>NCA 6 and above</b>, in accordance with ITT 3.12.</p> <p>vi) National Construction Authority valid practicing licence Certificate</p> <p>vii) a valid Tax Clearance/Compliance Certificate or valid tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14.</p> <p>viii) the tender should be submitted in the required format and serialized in accordance with section 74(1)(i) of the Act;</p> <p>ix) the power of attorney duly signed by the person lawfully Authorised, in accordance with section 74(1)(d) of the PPADR 2020 &amp; ITT 22.3.</p> <p>x) A successful tenderer shall submit a performance security of <b>five per cent (5%)</b> of the contract amount before signing of the contract</p>
ITT 13.2	<p>Joint Venture tenderers shall submit the Following Additional Documents In</p> <p>a) a JV shall include a copy of the Joint Venture Agreement entered into by all members.</p> <p>b) 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,</p> <p>c) a copy of the proposed JV Agreement.</p> <p>d) The Tenderer shall chronologically serialize pages of all tender documents submitted in accordance with section 74(1)(i) of the PPADA 2015.</p> <p>e) A successful JV tenderer shall submit a performance security of five per cent (5%) of the contract amount in both names before signing of the contract</p>
<b>ITT 15</b>	<b>Alternative Tenders</b>
ITT 15.1	Alternative Tenders shall not be considered.
ITT 15.2	Alternative times for completion shall not be, permitted.
ITT 15.3	Alternative Technical Solutions Shall Not Be Permitted.

<b>ITT 16</b>	<b>Tender Prices and Discounts</b>
ITT 16.5	The rates and prices quoted by the Tenderer are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract,
<b>ITT 17</b>	<b>Currencies of Tender and Payment</b>
ITT 17.1	Tenderers shall quote entirely in Kenya Shillings.

<b>ITT 20</b>	<b>Period of Validity of Tenders</b>
ITT 20.1	Tenders shall remain valid for the Tender Validity period for 120 days. it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. (150 days)
<b>21</b>	<b>Tender Security</b>
ITT 21.1	A tender security of one percent (1%) of the contract amount in Kenya shillings where required valid for 150 days after date of tender opening.
21.2(d)	Any other Security specified in the TDS, A successful tenderer shall submit a performance security of <b>five per cent (5%)</b> of the contract amount before signing of the contract.
ITT 21.5	On the performance other documents required shall be as per a) ITT 13.1 (h) b) ITT 13.2
ITT 21.6	A Tender Security is specified pursuant to ITT 21.1 will immediately be released once a contract for the procurement is entered into in line with section 61(4) (c) of The Public Procurement and Asset Disposal Act 2015
<b>22</b>	<b>Format and Signing of Tender</b>
ITT 22.1	In addition to the original copy of the Tender, the number of copies is (1) clearly marked "COPY."
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer. shall consist of a power of attorney form in the prescribed format.

ITT 22.3	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 prescribed format provided.
<b>D</b>	<b>Submission and Opening of Tenders</b>
ITT 24.1	a) AS PER ITT 19.1  b) Tenderers shall NOT submit their Tenders electronically.
ITT 27.6	Tenderers representatives and tender opening committee members to sign attendance register
<b>E</b>	<b>Evaluation and Comparison of Tenders</b>

<b>ITT 28</b>	<b>Confidentiality</b>
ITT 28.2	Self-declaration form not to influence the Procuring Entity in the evaluation in the prescribed format provided
ITT 32.3	There shall be no price adjustments whatsoever.
<b>33</b>	<b>Arithmetical Errors</b>
ITT 33.1	No correction of errors, as per section 82 of the PPADA 2015
<b>35</b>	<b>Margin of Preference and Reservations</b>
ITT 35.2	The invitation to tender is open to the selected contractors only.
<b>36</b>	<b>Nominated Subcontractors Parts of the works</b>
ITT 36.1	At this time, the Procuring Entity does not intend to execute certain specific Parts of the works by subcontractors selected in advance.
ITT 36.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is:5% of the total contract amount.  Tenderers planning to subcontract more that 5% of total volume of work shall specify, in the Form Of Tender, the activity (ies) or parts of the works to be subcontracted along with complete details of the subcontractors and their qualification and experience.
<b>37</b>	<b>Evaluation of Tenders</b>

ITT 37.2(d)	To evaluate a Tender, the Procuring Entity shall consider the following: e) any additional evaluation factors specified in the TDS and Section III, Evaluation and Qualification Criteria.
<b>51</b>	<b>Appointment of Adjudicator</b>
ITT 51.1	PPRA shall appoint
<b>52</b>	<b>Performance Security</b>
ITT 52.1	A successful tenderer shall submit a performance security equivalent to <b>five per cent (5%)</b> of the contract amount before signing of the contract in line with section 142(1) of the PPADA 2015.
ITT 52.2	Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.
<b>54</b>	<b>Procurement Related Complaints</b>
ITT 54.1	The procedures for making Procurement-related Complaints are detailed in the “regulations” available from the PPRA website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> Or complaints @ppra.go.ke.

**SECTION III - EVALUATION AND QUALIFICATION CRITERIA**

## 1. General Provisions

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

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

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers.

No other factors, methods or criteria shall be used other than specified in this tender document.

The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms.

The Procuring Entity should use the Standard Tender Evaluation Document for Goods and Works for evaluating Tenders.

Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender.

The tender that

- (i) meets the qualification criteria,
- (ii) has been determined to be substantially responsive to the Tender Documents, and
- (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

## **2. Preliminary examination for Determination of Responsiveness**

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of “Part 2 – Procuring Entity's Works Requirements”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded.

The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements.

Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

All tenders, which are not in conformity to the requirements of section 79 of the PPAD Act 2015 and PPAD regulation 74 of 2020 shall be declared Non-responsiveness to tender and disqualified

The Preliminary evaluation of tender Pursuant to section 80 of the Act the evaluation committee shall first conduct a preliminary evaluation to determine the following: -

- (a) a tenderer complies with all the eligibility requirements provided for under section 55 of the Act (ITT 13.1 (h));
- (b) the tender has been submitted in the required format and serialized in accordance with section 74(1)(i) of the Act;
- (c) valid Tax Compliance Certificate
- (d) valid NCA Registration Certificate – **NCA 6 and above**
- (e) Incorporation/Registration Certificate
- (f) any tender security submitted is in the required form, amount and validity period, where applicable; /target groups shall be required to complete and sign the Tender Securing Declaration Form in the format provided;
- (g) the tender has been duly signed by the person lawfully Authorised to do so through the power of attorney (ITT 22.3);
- (h) the required number of copies of the tender have been submitted (ITT 22.1);
- (i) the tender is valid for the period required;
- (j) Original Site visit certificate has been submitted;
- (k) any required samples have been submitted; and
- (l) all required documents itt.13.1 (Documents Comprising the Tender) and Additional Documents listed in ITT 13.1(h)

Other Mandatory Requirement as Preliminary Evaluation Criteria in accordance to the PPADA 2015 and PPADR 2020 is as follows:

- a) For the purpose of ensuring sustainable promotion of local industry, all tenderers participating in tenders to source at least forty percent of their supplies from citizen contractors prior to submitting a tender;
- b) a plan demonstrating linkages with local industries which ensures at least forty percent (40%) inputs are sourced from locally manufactured articles, materials and supplies partially mined or produced in Kenya, or where applicable have been assembled in Kenya. (Buy Kenya Build Kenya) in the prescribed format provided;
- c) transfer technology, skills and knowledge through training, mentoring and participation of Kenyan citizens;

3. Tender Evaluation (ITT 35) Price evaluation: in addition to the criteria listed in ITT 35.2 (a) – (c) the following criteria shall apply:

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

.....

ii) Alternative Technical Solutions for specified parts of the Works, if

permitted under ITT 13.4, will be evaluated as follows:

..... **iii)**

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

.....

4. Multiple Contracts

Multiple contracts will not be permitted in accordance with ITT 35.4.

The Procuring Entity will select OPTION ONE of the two Options listed below for award of Contracts.

1. The Procuring Entity will consider all possible combinations of won contract(s) and determine the combinations with the lowest evaluated price.

2. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria.

5. Alternative Tenders (ITT 13.1)

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

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2- Works Requirements.

Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

6. Margin of Preference is not applicable



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

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

- II. Minimum average annual construction turnover of Kenya Shillings Twenty Million (Ksh. 20,000,000), equivalent calculated as total certified payments received for contracts in progress and/or completed within the last three (3) years.
- III. At least three (3 No.) contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings Kenya Shillings Twenty Million (Ksh. 20,000,000) equivalent.
- IV. Contractor's Representative and Key Personnel, which are specified as \_\_\_\_\_
- V. Contractor's key equipment listed on the table "Contractor's Equipment" below and more specifically listed as [specify requirements for each lot as applicable]
- VI. Other conditions depending on their seriousness.

**a) History of non-performing contracts:**

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last 3yrs

The required information shall be furnished in the appropriate form.

**b) Pending Litigation**

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound

according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer.

Tenderer shall provide information on pending litigations in the appropriate form.

**c) Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last 3yrs.

All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified.

A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

## 8. QUALIFICATION FORMS SUMMARY

1	2	3	4	5
Item No	Qualification Subject	Qualification Requirement	Document to be Completed by Tenderer	For Procuring Entity's Use (Qualification met or not met)
1	Nationality	Nationality in accordance with ITT3.6	Forms ELI- 1.1 and 1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or ta exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14	Form of tender	
3	Conflict of interest	No conflicts of interest in accordance with ITT 3.3	Form of Tender	
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.8	Form of Tender	
5	State owned Enterprise	Meets conditions of ITT 3.7	Form ELI- 1.1 and 1.2 with attachments	
6	Goods, equipment and services to be supplied under the contract	To have their own origin in any country that is not determined ineligible under ITT 4.1	Form 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	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	
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)
9	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming all that all pending litigation will not be resolved against the tender.	Form CON -2	
10	Litigation history	No consistent history of court/arbitral award decisions against the Tenderer since 1 <sup>st</sup> January 2020	Form CON -2	
11	Financial capabilities	<p>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 .</p> <p>ii)The Tenderers shall also demonstrate, to the satisfaction of the procuring entity that it has adequate sources of finance to meet the cash flow requirements on works currently in progress .</p> <p>iii) The audited balance sheets or other financial statements acceptable to the Procuring Entity, for the last 2years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability</p>	Form FIN- 3.1, with attachments	

1	2	3	4	5
Item No	Qualification Subject	Qualification Requirement	Document to be Completed by Tenderer	For Procuring Entity's Use (Qualification met or not met)
12	Annual Construction Turnover	Annual construction turnover of Kenya shillings 20,000,000 , equivalent calculated as total certified payments received for contracts in progress and/or completed within the last 3yrs	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 2 years starting 1 <sup>st</sup> January 2020	4. Form EXP – 4.1	

## 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 equipment:		
Equipment information	Name of Manufacturer	Model and Power rating
	Capacity	Year of Manufacture
Current Status	Current location	
	Details of current commitments”	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> rented <input type="checkbox"/> Leased <input type="checkbox"/> specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	telephone	Contact name and title
	fax	telex
Agreements	Details of rental/lease/manufacture agreements specific to the project	

## 2. FORM PER-1

### Contractor's Representative and Key Personnel Schedule

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

### Contractor' Representative and Key Personnel

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

Expected schedule for this position	[insert the expected time schedule for this position(e.g attach high level Gantt 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 PER-1]		
Personnel information	Name	
	Address	
	Date Of Birth	
	E-Mail	
	Professional Qualifications	
	Academic Qualifications:	
	Language Proficiency ;[Language And Levels Of Speaking, Reading And Writing Skills]	
Details	Address Of Procuring Entity:	
	Telephone	
	Contact(Manager/Personnel Officer)	
	Fax	
	Job Title	
	Years With Present Procuring Entity	

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

Project	Role	Duration Of Involvement	Relevant Experience
[main project details]	[role and responsibilities on the project]	[time in role]	[describe the experience relevant to this position]



Declaration

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

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

Commitment	Details
Commitment to duration of contract	[insert period(start and end dates)for which this contractor’s representative or key personnel is available to work on this contract]
Time commitment:	[insert period(start and end dates)for which this contractor’s representative or key personnel is available to work on this contract]

- I understand that any misrepresentation or omission in this Form may: 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): \_\_\_\_\_

#### 4. TENDERS 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

#### TENDER INFORMATION FORM

Tenderers name
Date:
JV member's name:
ITT No.
ITT title:
Page _____ of _____ pages

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 registration]
Tenderer's authorized representative information Name: Address: Telephone/fax numbers Email address
<p>1. Attached copies of original documents of</p> <p><input type="checkbox"/> Articles of incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6 In case of JV, letter of intent to form JV or Jv agreement, in accordance with ITT 3.5</p> <p><input type="checkbox"/> In case of state owned enterprise or institution, in accordance with ITT 3.8, documents establishing</p> <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the tenderer is not under the supervision of the Procuring Entity</li> </ul> <p>2. Included are the organizational chart, a list of the board of directors, and the beneficial ownership.</p>

## 4.2 FORM ELI 1.2

Tenderer's JV information form  
(to be completed for each member of tenderer's JV)

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

Tenderers name
Date:
JV member's name:
ITT No.
ITT title:
Page _____ of _____ pages

JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country constitution:
JV member's authorized representative information Name: Address: Telephone/fax numbers: Email address:
<p>1. Attached copies of original documents of</p> <p><input type="checkbox"/> Articles of incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6</p> <p><input type="checkbox"/> In case of state owned enterprise or institution, documents establishing legal and financial autonomy. Operation in accordance with commercial law and that they are not under the supervision of the Procuring Entity in accordance with ITT 3.8,</p> <p>2. Included are the organizational chart, a list of the board of directors, and the beneficial ownership.</p>

#### 4.3 FORM CON -2

### Historical Contract Non Performance, Pending Litigation and Litigation History

Tenderers name
Date:
JV member's name:
ITT No.
ITT title:
Page _____ of _____ pages

Non Performed Contracts in accordance with section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non- performance did not occur since 1 <sup>st</sup> January [insert year] specified in section III, Evaluation and Qualification criteria, Sub Factor 2.1.			
<input type="checkbox"/> Contracts not performed since 1 <sup>st</sup> January[ insert year] specified in Section III, Evaluation and Qualification Criteria requirements 2.1			
Year	Non Performed Portion Of Contract	Contract Identification	Total Contract Amount (Current Value, Currency, Exchange Rate And Kenya Shilling Equivalent)
[insert year]	[insert amount and percentage]	Contract Identification [indicate complete contract name/number and any other identification] Name of procuring entity (insert full name) Address of procuring entity (insert street/city/country) Reason(s) for non-performance (indicate main reasons )	(insert amount )
Pending Litigation in accordance with section III, evaluation and qualification criteria			
<input type="checkbox"/> No pending litigation in accordance with section III, evaluation and qualification criteria sub factor 2.3			
<input type="checkbox"/> Pending litigation in accordance with section III, evaluation and qualification criteria, sub factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (Current Value, Currency, Exchange Rate And Kenya Shilling Equivalent)
[insert year]	[insert amount and currency]	Contract Identification [indicate complete contract name/number and any other identification] Name of procuring entity (insert full name) Address of procuring entity (insert street/city/country) Matter in dispute; Party who initiated the dispute: Status of dispute:	(insert amount )
Litigation history in accordance with section III, evaluation and qualification criteria			
<input type="checkbox"/> No litigation history in accordance with section III, evaluation and qualification criteria sub factor 2.4  <input type="checkbox"/> litigation history in accordance with section III, evaluation and qualification criteria, sub factor 2.4 as indicated below.			

Year of award	Outcome as percentage net worth	Contract identification	Total contract amount(currency)kenya shilling equivalent exchange rate
[insert year]	[insert percentage]	Contract Identification [indicate complete contract name/number and any other identification] Name of procuring entity (insert full name) Address of procuring entity (insert street/city/country) Matter in dispute (indicate main issues in dispute) Party who initiated the dispute (indicate "Procuring Entity or" Contractor") (Reason(s) for litigation and award decision (indicate main reasons)	(insert amount )

#### 4.4 FORM FIN 3.1

##### Financial Situation and Performance

Tenderers name
Date:
JV member's name:
ITT No.
ITT title:
Page _____ of _____ pages

#### 4.4.1 Financial Data

Type of financial information in ----- currency]	Historic information for previous ..... years (amount in currency; currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Total Assets(TA)					
Total liabilities (TL)					
Total Equity/ net worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from income Statement					
Total Revenue(TR)					
Profits Before Taxes (PBT)					
Cash flow information					
Cash flow from operating activities					

\*Refer to ITT 15 for exchange rate

#### 4.4.2 Sources of Finance

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

No	Source Of Finance	Amount (Kenya Shillings)
1		
2		
3		

#### 4.4.3 Financial documents

The Tenderer and its parties shall provide copies of financial statements for 3years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1.

The financial statements shall:

- a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- b) be independently audited or certified in accordance with local legislation.
- c) be complete, including all notes to the financial statements.
- d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements<sup>1</sup> for the \_\_\_\_\_ years required above; and complying with the requirements

#### 4.5 FORM FIN 3.2

##### Average Annual Construction Turnover

Tenderers name
Date:
JV member's name:
ITT No.
ITT title:
Page _____ of _____ pages

Annual turnover data ( construction only)			
Year	amount	Exchange rate	Kenya shillings equivalent
[insert year]	[insert amount and currency)		
Average annual construction turnover*			

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

*<sup>1</sup>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.*

#### 4.6 FORM FIN 3.3

##### Financial Resources

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



Financial Resources		
No	Source of financing	Amount (ksh)
1		
2		
3		

#### 4.7 FORM FIN 3.4

##### Current Contract Commitments / Works in Progress

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

Current Contract Commitments					
No	Name of contract	Procuring entity's Contact address, telephone	Value of Outstanding Work [current ksh/month]	Estimated Completion date	Average Monthly invoicing over Last Six months[ksh/month]
1					
2					
3					
4					
5					

4.8 FORM EXP 4.1

General Construction Experience

Tenderers name
Date:
JV member's name:
ITT No.
ITT title:
Page _____ of _____ pages

Starting year	Ending year	Contract identification	Role of tenderer
		Contract name: Brief description of the works performed by the tenderer: Amount of contact: Name of Procuring Entity: Address:	
		Contract name: Brief description of the works performed by the tenderer: Amount of contact: Name of Procuring Entity: Address:	
		Contract name: Brief description of the works performed by the tenderer: Amount of contact: Name of Procuring Entity: Address:	
		Contract name: Brief description of the works performed by the tenderer: Amount of contact: Name of Procuring Entity: Address:	

		Contract name: Brief description of the works performed by the tenderer: Amount of contact: Name of Procuring Entity: Address:	
--	--	--	--

#### 4.9 FORM EXP 4.2 (A)

#### Specific Construction and Contract Management Experience

Tenderers name
Date:
JV member's name:
ITT No.
ITT title:
Page _____ of _____ pages

Similar Contract No.	Information	
Contract identification		
Award date		
Completion date		
Role in contact	<input type="checkbox"/> Member in JV	<input type="checkbox"/> Prime contractor
	<input type="checkbox"/> Management contractor	<input type="checkbox"/> Subcontractor
Total contract amount	Kenya shillings	
If member in a JV or Subcontractor , specify participation in total contract amount		
Procuring Entity's name		
Address: Telephone: fax number; email:		

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

Similar Contract No.	Information
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Description of the similarity in accordance with sub factor 4.2 (a) of Section iii	
1. Amount	
2. Physical size of required work 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

Tenderers name
Date:
Tenderers JV member's name:
Sub- contractors name <sup>2</sup> (as per ITT34):
ITT No.
ITT title:
Page _____ of _____ pages

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.

##### a) Key Activities No. One:

Similar Contract No.	information	
Contract identification		
Award date		
Completion date		
Role in contact	<input type="checkbox"/> Prime contractor	<input type="checkbox"/> Member in JV
	<input type="checkbox"/> Management contractor	<input type="checkbox"/> Sub-contractor
Total contract amount	Kenya shillings	

Quantity(volume, number of rate production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual quantity performed (i)x (ii)
Year 1			
Year 2			
Year 3			
Year 4			
Procuring entity's name			
Address Telephone Fax number			
Description of the key activities in accordance with sub factor 4.2 (b)of section III			

#### OTHER FORMS

5	Form of tender
	Instructions to tenders
	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, stamp 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. <ul style="list-style-type: none"> <li>• Tenderer's Eligibility- Confidential Business Questionnaire</li> <li>• Certificate of Independent Tender Determination</li> <li>• Self-Declaration of the Tenderer</li> </ul>
	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 \_\_\_\_\_ of \_\_\_\_\_ Kenya Shillings [[Amount in figures] \_\_\_\_\_] Kenya Shillings [amount in words] \_\_\_\_\_.

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

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

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
3. We agree to adhere by this tender until [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any

tender you may receive.

5. We, the undersigned, further declare that:
  - i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
  - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
  - iii) Tender-Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;
  - iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: [insert a brief description of the Works];
  - v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: [Insert one of the options below as appropriate]
  - vi) Option 1, in case of one lot: Total price is: [insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]; Or  
Option 2, in case of multiple lots:

- a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and
- b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

vii) Discounts: The discounts offered and the methodology for their application are:

viii) The discounts offered are: [Specify in detail each discount offered.]

ix) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];

x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

xi) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document; xii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;

xiii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Project Manager, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.

xiv) State-owned enterprise or institution: [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT

3.8]; xv) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].

Name Of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- xvi) Binding Contract: We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- xvii) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption
- xix) Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from\_(specify website) during the procurement process and the execution of any resulting contract.
- xxi) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
  - a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
  - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
  - c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal

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

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

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

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



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

Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above] Date signed [insert date of signing] day of [insert month], [insert year]

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

Notes

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

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

## A. TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

### Instruction to Tenderer

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

#### (a) Tenderer's details

No	ITEM	DESCRIPTION
1	Name of Procuring Entity	
2	Reference Number of the Tender	
3	Date and time of tender opening	
4	Name of Tenderer	
5	Full address and contact details of the tenderer	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal address 7. Name and email of contact person
6	Current trade license Registration Number and expiring date	
7	Name, country and full address (postal and physical addresses, email, and telephone number) of registering body/ agency.	
8	Description of nature of business	
9	Maximum value of business which the tenderer handles	
10	State if tenders company is listed in stock exchange, give name and full address (postal and physical addresses, email and telephone number)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 with the following details

	Name Of Partners	Nationality	Citizenship	% Shares Owned
1				
2				
3				

d) Registered Company, provide with 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.

	Name Of Directors	Nationality	Citizenship	% Shares Owned
1				
2				
3				

e) DISCLOSURE OF INTEREST- Interest of The Firm in The Procuring Entity

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

If yes, provide details as follows.

	Names of persons	Designation in the procuring Entity	Interest or relationship with Tenderer
--	------------------	-------------------------------------	--

1			
2			
3			

ii. Conflict of Interest Disclosure

	Type of conflict	Disclosure YES OR NO	If YES provide the details of the relationship with tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer.		
4	Tenderer has a relationship with another tenderer, directly or through common third parties, that puts it in a position to 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 during implementation of the contract specified in this tender document.		
7	Tenderer has 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 with the implementation or supervision of the such contract.		
9	Has the conflicting stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the procuring entity throughout the tendering process and execution of the contract.		

f) Certification

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

Full Name ----- Title  
or Designation ----- Signature  
----- Date -----  
----- Official Stamp  
-----

<b>B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION</b>
I, the undersigned, in submitting the accompanying Letter of Tender to the ____

[Name of Procuring Entity] for: \_\_\_\_\_

[Name and number of tender] in response to the request for tenders made by:  
\_\_\_\_\_

[Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_

[Name of Tenderer] that:

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

request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;

8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

**C. SELF –DECLARATION FORMS**

**FORM SD1**

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

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

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

.....  
 (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  
 Post Office Box .....  
 being a resident of..... in  
 the Republic of ..... do hereby make a statement as follows

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

.....

(Title)

(Signature)

(Date)

Bidder Official Stamp

**COMMITMENT TO CODE OF ETHICS, SELF-DECLARATION & SWORN STATEMENT  
PLEDGE**

Issued pursuant to Section 181 of the Public Procurement & Asset Disposal Act, 2015

(to be submitted as part of payment for my dully filled, certified, signed, stamped or sealed and initialed)

I ..... of  
ID no.(s).....  
Ms.(s)..... P.O.  
box.....code.....  
(Supplier name(s) as it appears in the certificate of registration (cr 12))

Hereby Confirm that I have read and fully understood;

1. The contents of Article 227 of the Cok, 2010, the PPADA, 2015 (the Act), its attendant PPADR 2020 (the Regulations), Executive Order No. 2 Of 2018- Procurement of Public Goods, Works and Services by Public Entities and instructions issued by the Public Procurement Regulatory Authority (PPRA).
2. That the pricing of all the items is reasonable, and deliverables will provide value for money in terms of cost, quality, quantity and timeliness of the delivered works, goods or services of the financial year in consideration.
3. That the supply of goods, works and services is at a price that is fair and reasonable and compares well with the known prices in the circumstances of the financial year in consideration.
4. That if transactions in which the standard goods, services and works are procured at unreasonably inflated price, I shall in addition to sanction prescribed in the PPADA 2015 (the Act), & PPADR 2020 (the regulations) pay the Ministry of Water & Sanitation and Irrigation for loss resulting from my/our actions. (REF: 54(2) & 63(1) (D) PPADA 2015)
5. That I complied with professional standards & requirements of my industry and regulated professional body of which I am member (REF: 55(C)PPADA 2015)
6. That I have not been debarred form practicing in Procurement and Asset Disposal. (REF: 41(1-5) PPADA 2015)
7. That I have complied with my tax obligation/tax compliance status as stipulated in the 55(1)(F) PPADA 2015 and The Executive Order No. 1 of 2018

8. That my current contract of ..... does not constitute any corrupt, coercive, obstructive, collusive or fraudulent practice or conflict of interest. (REF: 66(1) PPADA 2015)
9. That standard goods, services and works with known market prices will be procured at the prevailing market price as stipulated in the PPRA market price index of the financial year in consideration. (REF: 103(2)(E) PPADA 2015)
10. That I SHALL NOT Obstruct or hinder an officer or any other authorized person from carrying out a duty or function or exercising a power relating to procurement. (REF: 176-178 - PPADA 2015)
11. That I /we SHALL NOT Knowingly or in collusion with others lie to or mislead a person carrying out a duty or function or exercising a power relating to procurement.

I declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations 2020 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.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name .....

Sign.....Date.....

j

FORM SD 4

FORM OF WRITTEN POWER OF ATTORNEY  
(IN COMPLIANCE WITH SECTION 74(1)(D) OF PPADA 2015)

The Bidder shall state here below the name(s) and address of his representative(s) who is/are authorized to receive/sign on his behalf correspondence in connection with the Bid.

.....  
(Name of Bidder's Representative in block letters)

.....  
(Address of Bidder's Representative)

.....  
(Signature of Bidder's Representative)

Alternate:

.....  
(Name of Bidder's Representative in block letters)

.....  
(Address of Bidder's Representative)

.....  
(Signature of Bidder's Representative)

\*To Be Signed, Stamped, Filled and Sealed by All tenderers.

\*Both representative and alternate must attach copy of National Identification card or Passport

**FORM SD 5**

**BUY KENYA -BUILD KENYA  
IN COMPLIANCE WITH SECTION 144(3)(F) OF PPADR 2020)**

a plan demonstrating linkages with local industries which ensures at least forty percent (40%) inputs are sourced from locally manufactured articles, materials and supplies partially mined or produced in Kenya, or where applicable have been assembled in Kenya.

S/NO	NAME OF LOCAL MANUFACTURER/SERVICE PROVIDER OR PRODUCER	REGISTRATION CERTIFICATE NUMBER	TYPE OF SUPPLY (IF SAME PROVIDER FOR DIFFERENT PRODUCT/SERVICE, USE DIFFERENT ROW)		PRODUCT BRAND	ITEMS DESCRIPTION/SERVICE PROCURED	ITEM BAR CODE	UNIT OF MEASURE	QUANTITY	UNIT PRICE (KSHS)
			Product	Service						

## 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 award<sup>1</sup> 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, Subconsultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to

2

inspect all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

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



**7. FORM OF TENDER SECURITY – (Option 1-Demand Bank Guarantee)**

Beneficiary: \_\_\_\_\_  
Request for Tenders No: -----  
-----  
Date: TENDER GUARANTEE No.: -----  
-----  
Guarantor: -----  
-----

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter 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 thereto 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) 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.

[signature(s)]

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

**FORM OF TENDER SECURITY (TENDER BOND)**

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

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

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

2. WHEREAS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the \_\_\_\_\_ day of, 20 , for the supply of [name of Contract] (hereinafter called the "Tender").

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:  
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 Surety 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. The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 30 days after the date of expiration of the Tender Validity Period set forth in the Principal's Letter of Tender or any extension thereto provided by the Principal.

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

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

Corporate Seal (where appropriate)

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

**TENDER-SECURING DECLARATION FORM (Option 2-agpo only)**

{(R46 AND 155(2))}

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

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.) .....

Name: ..... Duly

authorized to sign the bid for and on behalf of: [insert complete name of Tenderer]

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

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

**Appendix to Tender**

Schedule of Currency requirements

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

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

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## PART II - WORK REQUIREMENTS

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SECTION V - DRAWINGS

Not applicable.



## SECTION VI - SPECIFICATIONS

### Notes for preparing Specifications

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



## SECTION VII- BILLS OF QUANTITIES

### 1. Objectives

The objectives of the Bill of Quantities are:

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

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost.

Consistent with these requirements, the layout and contents of the Bill of Quantities should be as simple and brief as possible.

### 2. Day work Schedule

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high.

To facilitate checking by the Procuring Entity of the realism of rates quoted by the Tenderers, the Day work Schedule should normally comprise the following:

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

### 3. Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities.

Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities.

The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.

Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description.

A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors.

To provide an element of competition among the Tenderers in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Tenderer to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the tendering document.

They should not be included in the final tendering document.

**4. The Bills of Quantities**

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

Preambles

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

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

SUMMARY ITEMS	Page	Amount
Bill No. 1: Preliminary Items		
Bill No. 2: Work Items		
Bill No 3: Day work Summary		
Bill No 4: Provisional Sums		
Subtotal of Bills No 1-4		
Allow for any Discounts;		
<b>TOTAL TENDER PRICE</b> Carried forward to Form of Tender		



# PARTICULAR PRELIMINARIES

ITEM	DESCRIPTION	K.SHS
<p><b>A</b></p> <p><b>B</b></p> <p><b>C</b></p> <p><b>C</b></p> <p><b>D</b></p> <p><b>E</b></p>	<p><b><u>PARTICULAR PRELIMINARIES</u></b></p> <p><b>PRICING ITEMS OF PRELIMINARIES</b> Prices <b>SHALL BE INSERTED</b> against items of “preliminaries” in the tenderer’s priced Bills of Quantities. The contractor is advised to read and understand all preliminary items.</p> <p><b>DESCRIPTION OF THE WORKS</b> The PROPOSED works to be carried out under this contract involves; Renovation of offices and Equiping of thearter.</p> <p><b>FLOOR AREAS</b> The total gross floor areas are given without warranty but for guidance only.</p> <p><b>MEASUREMENTS</b> In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.</p> <p><b>LOCATION OF SITE</b> The site of the proposed works is located at <b>UCHUMI HOUSE 14TH &amp; 15TH FLOR.</b> The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor’s failure to do so will be entertained.</p> <p><b>SIGNING OF THE TENDER DOCUMENTS</b> The bidder shall append his / her signature and / or company ‘s rubberstamp on the tender document.</p>	
	<i>Carried to collection</i>	

<p><b>A</b></p> <p><b>B</b></p> <p><b>C</b></p>	<p><b>DEMOLITIONS AND ALTERATIONS</b></p> <p>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</p> <p>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</p> <p>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.</p> <p>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.</p> <p>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</p> <p><b>CLEARING AWAY</b></p> <p>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.</p> <p>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.</p> <p><b>CLAIMS</b></p> <p>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.</p>	
	<p><i>Carried to collection</i></p>	

<p><b>A</b></p>	<p><b>PAYMENTS</b> The tenderer’s attention is drawn to the fact that the GOVERNMENT DOES NOT MAKE ADVANCE PAYMENTS but pays for work done and materials delivered to sit: all in accordance with Clause 23 of the Conditions of Contract Agreement. 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</p>	
<p><b>B</b></p>	<p><b>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</b>  The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other nomal activities. The Contractor is thus instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of activities beeing carried out by the Client. The Contractor shall allow in his rates any expense he deemed necessary by taking such care within the site.</p>	
<p><b>C</b></p>	<p><b>WORKING CONDITIONS</b>  The Contractor shall allow in his rates for any intereference that he may encounter in the course of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed, as the facility will be operating as usual during the course of the contract.</p>	
<p><b>D</b></p>	<p><b>SIGNBOARD</b>  Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.</p>	
<p><b>E</b></p>	<p><b>LABOUR CAMPS</b>  The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.</p>	
<p><b>F</b></p>	<p><b>MATERIALS FROM DEMOLITIONS</b> Any materials arising from demolitions and not re-used shall become the property of the Employer. The Contractor shall allow in his rates the cost of transporting the demolished materials to the Employer,</p>	
	<p><i>Carried to collection</i></p>	

<p><b>A</b></p>	<p><b>PRICING RATES</b> 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.</p>	
<p><b>B</b></p>	<p><b>SECURITY</b> The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.</p>	
<p><b>C</b></p>	<p><b>URGENCY OF THE WORKS</b> 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.</p>	
<p><b>D</b></p>	<p><b>PAYMENT FOR MATERIALS ON SITE</b> 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.</p>	
<p><b>E</b></p>	<p><b>EXISTING SERVICES</b> 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.</p>	
<p><b>F</b></p>	<p><b>BID SECURITY</b> The Bidder shall furnish, as part of his bid, a security as specified in the tender advertisement. The bid security shall, at the bidder’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 in the post qualification forms, other formats may be permitted, subject to the prior approval of the Government. Letters of credit, bank Guarantees issued as surety for <b>the bid shall be valid for a period of One Hundred and Twenty (120) days from the date of Tender Opening.</b></p>	
<p><i>Carried to collection</i></p>		



<p><b>A</b></p>	<p><b>PERFORMANCE BOND</b></p> <p>A bond of 5% of the contract sum will be required in accordance with clause 6.00 (as amended) on award of contract of the Instructions to Tenderer's. No payment on account for the works executed will be made to the contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank.</p>	
<p><b>B</b></p>	<p><b>TENDER DOCUMENTS</b></p> <p>Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's Page STD/8</p>	
<p><b>C</b></p>	<p><b>DELIVERY OF TENDER</b></p> <p>Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents or as indicated in the advertisement.</p> <p>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.</p>	
<p><b>D</b></p>	<p><b>VALUE ADDED TAX</b></p> <p>The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1<sup>st</sup> September, 1993 which requires payment of VAT on all contracts. The Contractor should therefore include allowance in his rates and prices for prices for VAT and any other Government taxes currently in force.</p> <p>The tenderer is advised that in accordance with Government public notice No. 35 &amp; 36 Dated 11<sup>th</sup> September 2003 operational from 1<sup>st</sup> October 2003, VAT will be deducted against the contract sum at the prevailing rate by the Employer and remitted directly to the Commissioner of VAT through all interim certificates. It should however be noted that this is not additional tax but a new mode of payment for VAT, any excess payment will be refundable once the Contractor has submitted monthly returns to the Commissioner of VAT who will do the refunds when satisfied that the VAT regulations have been complied with.</p> <p><b>NB: VAT SHALL</b> be added at the Grand summary page (GS/1)</p>	
	<p><i>Carried to collection</i></p>	

PROPOSED OFFICE ACCOMODATION ON 14TH AND 15TH FLOOR UCHUMI HOUSE- NAIROBI

	<p><b><u>SPECIAL PRELIMINARIES</u></b></p> <p><b><u>PROJECT MANAGEMENT EXPENSES</u></b></p> <p><b>A</b> Provide a provisional sum of Kenya Shillings Five Hundred Thousand (Kshs 500,000.00) only for provision of necessary Project Management Stationery &amp; Expenses as directed</p> <p><b>B</b> Allow for Contractor's profit and overheads (-----%)</p>	
	<i>Carried to collection</i>	

<b>A</b>	<p><b><u>PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT</u></b></p> <p>The following are the insertions to be made in the appendix to the Contract Agreement: -</p> <p><b>Period of Final Measurement</b>              3 Months From Practical completion</p> <p><b>Defects Liability Period</b>                 6 Months from Practical completion</p> <p><b>Date for Possession</b>                        To be agreed with the Project Manager</p> <p><b>Date for Completion</b>                     ..... Weeks from date of Possession</p> <p><b>Liquidated and Ascertained</b>            At the rate of Kshs.. <b>35,000</b>... per week or part thereof</p> <p><b>Prime cost sums for which</b> .....</p> <p><b>Period of Interim Certificates</b>                          Monthly</p> <p><b>Period of Honouring Certificates</b>                          30 days</p> <p><b>Percentage of Certified Value Retained</b>                          10%</p> <p><b>Limit of Retention Fund</b>    5%</p>
	<i>Carried to collection</i>

<b><u>COLLECTION</u></b>	
	Brought forward from page PP/1
	Brought forward from page PP/2
	Brought forward from page PP/3
	Brought forward from page PP/4
	Brought forward from page PP/5
	Brought forward from page PP/6
	Brought forward from page PP/7
	<b>TOTAL FOR PARTICULAR PRELIMINARIES CARRIED TO SUMMARY OF PRELIMINARIES</b>



# GENERAL PRELIMINARIES

ITEM	DESCRIPTION	
<p><b>A.</b></p>	<p><b>GENERAL PRELIMINARIES</b></p> <p><b>PRICING ITEMS OF PRELIMINARIES AND PREAMBLES</b></p> <p>Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification.</p> <p>The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.</p> <p><b>B. ABBREVIATIONS</b></p> <p>Throughout these Bills, units of measurement and terms are abbreviated and shall be all the requirements for the proper execution of the whole of the works in the Contract.</p> <p><i>C.M.</i>                      Shall mean cubic metre</p> <p><i>S.M.</i>                      Shall mean square metre</p> <p><i>L.M.</i>                      Shall mean linear metre</p> <p><i>MM</i>                        Shall mean Millimetre</p> <p><i>Kg.</i>                        Shall mean Kilogramme</p> <p><i>No.</i>                        Shall mean Number</p> <p><i>Prs.</i>                        Shall mean Pairs</p> <p><i>B.S.</i> - Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I., England.</p> <p><i>Ditto</i> - Shall mean the whole of the preceding description except as qualified in the description in which it occurs.</p> <p><i>m.s.</i>                        Shall mean measured separately.</p> <p><i>a.b.d</i>                        Shall mean as before described.</p>	
	<p><i>Carried to collection</i></p>	

<p><b>A.</b></p>	<p><b>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</b>  <i>Attendance</i> ; Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:-</p> <p>Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same.</p> <p><i>Fix Only</i>:-</p> <p>"Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated),pay all demurrage charges, load and transport to site where necessary, unload, store,unpack, assemble as necessary, distribute to position, hoist and fix only.</p>	
<p><b>B.</b></p>	<p><b>EMPLOYER</b></p> <p>The "Employer" is: <b>The CEO Kenya Film Classification Board.</b></p> <p>The term "Employer" and "Government" wherever used in the contract document shall be synonymous</p>	
<p><b>C.</b></p>	<p><b>PROJECT MANAGER</b></p> <p>The term "P.M." wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the Government.</p>	
<p><b>D.</b></p>	<p><b>ARCHITECT</b></p> <p>The term "Architect" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is County Works Officer , P.O. Box 42267, NAIROBI.</p>	
<p><i>Carried to collection</i></p>		



**A**

**QUANTITY SURVEYOR**

The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is County Works Officer, P.O. Box 42267, NAIROBI.

**B**

**ELECTRICAL ENGINEER**

The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is County Works Officer, P.O. Box 42267, NAIROBI.

**C**

**MECHANICAL ENGINEER**

The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is County Works Officer, P.O. Box 42267, NAIROBI.

**D**

**STRUCTURAL ENGINEER**

The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is County Works officer, P.O. Box 42267, NAIROBI.

**E**

**FORM OF CONTRACT**

The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works(2000 Edition) included herein

The Conditions of Contract are also included herein

*Conditions of Contract*

These are numbered from 1 to 37 as set out in pages 18 to 38 of these tender documents.

Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities

*Carried to collection*

<b>A</b>	<p><b>BOND.</b></p> <p>The Contractor shall find and submit on the Form of Tender an approved bank who will be willing to be bound to the Government in an amount equal to five per cent (5) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the PROJECT MANAGER and who will, when and if called upon, sign a Bond to that effect on the relevant standard form included herein. (without the addition of any limitations) on the same day as the Contract Agreement is signed, by the Government, the Contractor shall furnish within seven days another Surety to the approval of the Government.</p>	
<b>B</b>	<p><b>PLANT, TOOLS AND VEHICLES</b></p> <p>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.</p>	
<b>C</b>	<p><b>TRANSPORT.</b></p> <p>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.</p>	
<b>D</b>	<p><b>MATERIALS AND WORKMANSHIP.</b></p> <p>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.</p> <p>The Bills of Quantities shall not be used for the purpose of ordering materials.</p>	
<b>E</b>	<p><b>SIGN FOR MATERIALS SUPPLIED.</b></p> <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER</p>	
	<i>Carried to collection</i>	

**A 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.

**B SAMPLES**

The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Roads, Housing and Public Works.

The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.

**C GOVERNMENT ACTS REGARDING WORK PEOPLE 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.

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.

*Carried to collection*

<p><b>A</b></p> <p><b>SECURITY OF WORKS ETC.</b></p> <p>The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.</p> <p><b>B</b></p> <p><b>PUBLIC AND PRIVATE ROADS.</b></p> <p>Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER</p> <p><b>C</b></p> <p><b>EXISTING PROPERTY.</b></p> <p>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER</p> <p><b>D</b></p> <p><b>VISIT SITE AND EXAMINE DRAWINGS.</b></p> <p>The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.</p> <p><b>E</b></p> <p><b>ACCESS TO SITE AND TEMPORARY ROADS.</b></p> <p>Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER The Contractor should also allow for relocating existing fence.</p>		
	<p><i>Carried to collection</i></p>	

<b>A</b>	<p><b>AREA TO BE OCCUPIED BY THE CONTRACTOR</b></p> <p>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</p>	
<b>B</b>	<p><b>OFFICE ETC. FOR THE PROJECT MANAGER</b></p> <p>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.</p>	
<b>C</b>	<p><b>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</b></p> <p>The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER . The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub--contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.</p>	
<b>D</b>	<p><b>SANITATION OF THE WORKS</b></p> <p>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</p>	
<i>Carried to collection</i>		

<p><b>A</b></p>	<p><b>SUPERVISION AND WORKING HOURS</b></p> <p>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.</p>	
<p><b>B</b></p>	<p><b>PROVISIONAL SUMS.</b></p> <p>The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement. Such sums are net and no addition shall be made to them for profit.</p>	
<p><b>C</b></p>	<p><b>PRIME COST (OR P.C.) SUMS.</b></p> <p>The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.</p>	
<p><b>D</b></p>	<p><b>PROGRESS CHART.</b></p> <p>The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.</p>	
<p><b>E</b></p>	<p><b>ADJUSTMENT OF P.C. SUMS.</b></p> <p>In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance"</p>	
	<p><i>Carried to collection</i></p>	

<b>A</b>	<p><b>ADJUSTMENT OF P.C. SUMS. Ctd.....</b></p> <p>Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.</p>	
<b>B</b>	<p><b>ADJUSTMENT OF PROVISIONAL SUMS.</b></p> <p>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 SubContractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p>	
<b>C</b>	<p><b>NOMINATED SUB-CONTRACTORS</b></p> <p>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".</p>	
<b>D</b>	<p><b>DIRECT CONTRACTS</b></p> <p>Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.</p>	
<i>Carried to collection</i>		

<b>A</b>	<p><b>ATTENDANCE UPON OTHER TRADESMEN, ETC.</b></p> <p>The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p>	
<b>B</b>	<p><b>INSURANCE</b></p> <p>The Contractor shall insure as required in Clause 30 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.</p>	
<b>C</b>	<p><b>PROVISIONAL WORK</b></p> <p>All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.</p>	
<b>D</b>	<p><b>ALTERATIONS TO BILLS, PRICING, ETC.</b></p> <p>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.</p>	
	<i>Carried to collection</i>	



<b>A</b>	<p><b>BLASTING OPERATIONS</b></p> <p>Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.</p>
<b>B</b>	<p><b>MATERIALS ARISING FROM EXCAVATIONS</b></p> <p>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.</p>
<b>C</b>	<p><b>PROTECTION OF THE WORKS.</b></p> <p>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.</p>
<b>D</b>	<p><b>REMOVAL OF RUBBISH ETC.</b></p> <p>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.</p>
<b>E</b>	<p><b>WORKS TO BE DELIVERED UP CLEAN</b></p> <p>Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER</p>
	<p><i>Carried to collection</i></p>

<b>A.</b>	<p><b>GENERAL SPECIFICATION.</b></p> <p>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.</p>
<b>B.</b>	<p><b>TRAINING LEVY</b></p> <p>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.</p>
<b>C.</b>	<p><b>MATERIALS ON SITE</b></p> <p>All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.</p>
<b>D.</b>	<p><b>HOARDING</b></p> <p>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.</p>
<b>E.</b>	<p><b>CONTRACTOR'S SUPERINTENDENCE/SITE AGENT</b></p> <p>The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p>
<i>Carried to collection</i>	

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**TOTAL FOR GENERAL PRELIMINARIES CARRIED TO SUMMARY  
OF PRELIMINARIES**

# BUILDERS WORKS

14<sup>TH</sup> FLOOR



PROPOSED OFFICE ACCOMODATION ON 14TH AND 15TH FLOOR UCHUMI HOUSE- NAIROBI

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<p><b><u>ELEMENT NO. 1</u></b></p> <p><b><u>DEMOLITIONS AND ALTERATIONS</u></b></p> <p><b><u>(All Provisional)</u></b></p> <p><u>The items of demolitions and removal shall include shoring making good disturbed areas to match existing and loading and carting away debris unless otherwise specified</u></p> <p>A Carefully demolish the existing partition in the enforcement suite to create an open plan office and cubicles; and cart away arisings as directed.( Approximately 20 Square Metres)</p> <p>B Carefully remove the existing wood parquet from the floor of the created office ; and cart away arisings as directed.( Approximately 73 Square Metres)</p> <p>C Carefully demolish the existing partition in the Preview suite to create ICT and Communication office cubicles; and cart away arisings as directed.( Approximately 52 Square Metres)</p> <p>D Carefully remove the existing wood parquet from the floor of the theatre ; and cart away arisings as directed.( Approximately 55 Square Metres)</p> <p>E Carefully remove the existing glazing from the theatre window ; and cart away arisings as directed.( Approximately 14 Square Metres)</p> <p>F Carefully remove the existing doors ; and cart away arisings as directed.(6 doors)</p>		Item		
	<i>Total for demolitions Carried to Collection</i>				

PROPOSED OFFICE ACCOMODATION ON 14TH AND 15TH FLOOR UCHUMI HOUSE- NAIROBI

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<p><b><u>MEASURED WORKS</u></b>  <b><u>DOORS</u></b></p> <p><u>Aluminium Framed Glass Doors</u></p> <p><u>Supply and fix the following purpose made powder coated aluminium framed glass door consisting 80 x 45mm aluminium frames; with 6mm thick glass to architect's details; including 100mm brass butt hinges; 5 lever mortice lock; handles; overhead heavy duty door closers; stops and escuthion; all other iron mongery and fixing to frames; all to manufacturers specification</u></p> <p>A Overall door size 900 x 2400 mm High</p>	6	no		
	<i>Total for Doors Carried to collection</i>				



PROPOSED OFFICE ACCOMODATION ON 14TH AND 15TH FLOOR UCHUMI HOUSE- NAIROBI

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<p><b><u>Floor Finish</u></b>  <b><u>CREATED OFFICE SPACE</u></b></p> <p><u>Beds and Backings</u></p> <p><u>Approved; Premium quality; imported; polished; Granito floor tiles to regular or other approved pattern; bedding and jointing in cement sand (1:4) mortar; grouting with matching cement</u></p>				
A	8mm Thick to Floors level; internal	160	sm		
B	Skirtings; 100mm wide with rounded junction with wall finish and coved junction with floor finish	60	lm		
	<p><u>Beds or Backings</u></p> <p><u>Screed; cement and sand (1:3)</u></p>				
C	32mm thick one coat backings; wood floated to receive granito floor tiles (m/s) to concrete or blockwork base; to floors level; internal	160	sm		
	<b><u>THEATRE FLOOR</u></b>				
D	Heavy-duty executive carpet floor finish; including accessories; to theatre Floors level; internal	56	sm		
E	Supply and fix: using adhesives: blanket underlay to screed backing; including all other accessories; and prepare to receive new carpet floor finish	56	sm		
F	Skirtings; 100mm wide with rounded junction with wall finish and coved junction with floor finish	33	lm		
G	T- Transition strip between carpet and existing flooring	1	lm		
<b><i>Total for Floor Finishes Carried to Collection</i></b>					

PROPOSED OFFICE ACCOMODATION ON 14TH AND 15TH FLOOR UCHUMI HOUSE- NAIROBI

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<b><u>WALL FINISHES</u></b>				
A	Supply, assemble and fix insulated board partitions insulated with mineral wool and padded with acoustic fabric for soundproofing and all other accessories; all in accordance with the manufacturer's recommendation; as per Project Architect details  <u>Painting and decorations</u>  <u>Prepare and apply three coats of first quality plastic emulsion paint or any other equal and approved paint to: -</u>	110	sm		
B	Plastered walls: internal	125	sm		
C	Allow for minor repairs and making good all disturbed surfaces		Item		
<b><i>Total for Wall Finishes Carried to Collection</i></b>					

PROPOSED OFFICE ACCOMODATION ON 14TH AND 15TH FLOOR UCHUMI HOUSE- NAIROBI

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<b>PARTITIONS</b>				
	<u>Aluminium Partitions</u>				
	<u>The following in partitions comprising 6mm thick patterned glazing in aluminium framing and glazing approximately 3000mm from finished floor level</u>				
B	100 x 44 x 1.2mm thick anodised powder coated aluminium framing; base piece, screwed to timber bearer (m/s) at bottom and top grooved to receive MDF boarding (m/s)	40	lm		
C	76 x 44 x 1.2mm thick anodised powder coated aluminium framing; horizontal middle piece grooved to approval at both top and bottom to receive glazing and MDF boarding respectively (m/s)	40	lm		
D	Ditto grooved to approval at both top and bottom to receive glazing (m/s)	40	lm		
E	76 x 44 x 1.2mm thick anodised powder coated aluminium framing; horizontal top piece grooved to approval at bottom to receive glazing plugged and screwed to concrete backgrounds	40	lm		
F	76 x 44 x 1.2mm thick anodised powder coated aluminium framing; vertical piece grooved to approval at both sides to receive MDF (m/s) Aluminium louvres including glazing; fixed to skirting, middle and top piece (m/s)	110	lm		
	Carried to collection				

PROPOSED OFFICE ACCOMODATION ON 14TH AND 15TH FLOOR UCHUMI HOUSE- NAIROBI

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
A	<u>Aluminium Skirtings</u> 3mm thick x 75mm high skirtings screwed to basem member with and including screws	40	lm		
B	<u>Aluminium bidings</u> 43 x 20 x 1.6mm thick biding member riveted to aluminium hollow section frames to glass	150	lm		
D	27.5 x 17.25 x 1.5 mm thick bidding to glass (m/s)	150	lm		
E	38 x 38 x 3.5mm thick angle section to MDF boards (m/s)	40	lm		
	<u>Rubber gasket</u>				
F	25 X 12mm thick approved lining to aluminium framing	150	lm		
F	18mm thick laminated MDF Board on either side of aluminium framing	37	sm		
	<u>Glazing</u>				
	<u>6mm Thick plate; patterned sand blasted glass to aluminium frames with rubber gaskets</u>				
G	0.5 TO 1.0 square metres	78	sm		
	<u>Films</u>				
H	Supply and fix one- way stripped films (as per sample to be approved on site )	58	sm		
	Carried to collection				

PROPOSED OFFICE ACCOMODATION ON 14TH AND 15TH FLOOR UCHUMI HOUSE- NAIROBI

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<b><u>Ceiling Finish</u></b>				
	<b><u>PLAIN SHEET FINISHINGS</u></b>				
	<b><u>Gypsum Plasterboard Suspended Ceilings</u></b>				
A	15mm thick external quality Gypsum plasterboard ceilings in 2400 x 1200mm panels fixed to 600 x 1200mm galvanized mild steel channels on roof structure (m.s), with taped and filled joints all to manufacturers instructions.	86	sm		
	<b><u>Painting and Decorations</u></b>				
	<b><u>On steel trowelled plastered surfaces</u></b>				
	<b><u>Prepare and apply one undercoat and three coats of first quality emulsion paint to the following surfaces</u></b>				
	<b><u>To wood surfaces</u></b>				
B	Gypsum ceiling boards	86	sm		
C	Moulded cornice not exceeding 100mm girth	34	lm		
	<b><u>Ceiling Finish</u></b>				
E	12.5mm thick Accoustic Ceiling fitted to alluminium casement as per architects details	160	Sm		
<b><i>Total for Ceiling Finishes Carried to Collection</i></b>					

PROPOSED OFFICE ACCOMODATION ON 14TH AND 15TH FLOOR UCHUMI HOUSE- NAIROBI

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<p><b><u>COLLECTION</u></b></p> <p>From Page BW/1</p> <p>From Page BW/2</p> <p>From Page BW/3</p> <p>From Page BW/4</p> <p>From Page BW/6</p> <p>From Page BW/7</p>				
<b>TOTAL FOR MEASURED WORKS CARRIED TO SUMMARY</b>					



**15<sup>TH</sup> FLOOR**



PROPOSED OFFICE ACCOMODATION ON 14TH AND 15TH FLOOR UCHUMI HOUSE- NAIROBI

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<b><u>ELEMENT NO. 1</u></b>				
	<b><u>DEMOLITIONS AND ALTERATIONS</u></b>				
	<b><u>(All Provisional)</u></b>				
	<u>The items of demolitions and removal shall include shoring making good disturbed areas to match existing and loading and carting away debris unless otherwise specified</u>				
A	Carefully demolish the existing partition in the suite to create office cubicles; and cart away arisings as directed. (Approximately 140 Square Metres)		Item		
B	Carefully remove the existing doors ; and cart away arisings as directed.(8 doors)		Item		
	<b><i>Total for demolitions Carried to Collection</i></b>				

PROPOSED OFFICE ACCOMODATION ON 14TH AND 15TH FLOOR UCHUMI HOUSE- NAIROBI

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<p><b><u>MEASURED WORKS</u></b>  <b><u>DOORS</u></b></p> <p><u>Aluminium Framed Glass Doors</u></p> <p><u>Supply and fix the following purpose made powder coated aluminium framed glass door consisting 80 x 45mm aluminium frames; with 6mm thick glass to architect's details; including 100mm brass butt hinges; 5 lever mortice lock; handles; overhead heavy duty door closers; stops and escuthion; all other iron mongery and fixing to frames; all to manufacturers specification</u></p> <p>A Overall door size 900 x 2400 mm High</p>	8	no		
	<i>Total for Doors Carried to collection</i>				

**PROPOSED OFFICE ACCOMODATION ON 14TH AND 15TH FLOOR UCHUMI HOUSE- NAIROBI**

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<p><b><u>Floor Finish</u></b>  <b><u>CREATED OFFICE SPACE</u></b></p> <p><u>Beds and Backings</u></p> <p><u>Approved; Premium quality; imported; polished; Granito floor tiles to regular or other approved pattern; bedding and jointing in cement sand (1:4) mortar; grouting with matching cement</u></p>				
A	8mm Thick to Floors level; internal	160	sm		
B	Skirtings; 100mm wide with rounded junction with wall finish and coved junction with floor finish	60	lm		
	<p><u>Beds or Backings</u></p> <p><u>Screed; cement and sand (1:3)</u></p>				
C	32mm thick one coat backings; wood floated to receive granito floor tiles (m/s) to concrete or blockwork base; to floors level; internal	160	sm		
	<b><u>THEATRE FLOOR</u></b>				
D	Heavy-duty executive carpet floor finish; including accessories; to theatre Floors level; internal	56	sm		
E	Supply and fix: using adhesives: blanket underlay to screed backing; including all other accessories; and prepare to receive new carpet floor finish	56	sm		
F	Skirtings; 100mm wide with rounded junction with wall finish and coved junction with floor finish	33	lm		
G	T- Transition strip between carpet and existing flooring	6	lm		
<b><i>Total for Floor Finishes Carried to Collection</i></b>					

**PROPOSED OFFICE ACCOMODATION ON 14TH AND 15TH FLOOR UCHUMI HOUSE- NAIROBI**

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<b><u>WALL FINISHES</u></b>				
A	Supply, assemble and fix insulated board partitions insulated with mineral wool and padded with acoustic fabric for soundproofing and all other accessories; all in accordance with the manufacturer's recommendation; as per Project Architect details	110	sm		
	<b><u>Painting and decorations</u></b>				
	<u>Prepare and apply three coats of first quality plastic emulsion paint or any other equal and approved paint to: -</u>				
B	Plastered walls: internal	125	sm		
C	Allow for minor repairs and making good all disturbed surfaces		Item		
	<b><u>BURGLAR PROOFING GRILLS TO SERVER ROOM WALL</u></b>				
D	Galvanised mild steel grille framed with 40 x 25 x 2 mm thick R.H.S. Aat 150 centers sections including assembly and fixing to opening cutting and pinning lugs to concrete or blockwork and bedding frame in cement and sand mortar (1:4)	47	sm		
<b><i>Total for Wall Finishes Carried to Collection</i></b>					

**PROPOSED OFFICE ACCOMODATION ON 14TH AND 15TH FLOOR UCHUMI HOUSE- NAIROBI**

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
<b>PARTITIONS</b>					
<u>Aluminium Partitions</u>					
<u>The following in partitions comprising 6mm thick patterned glazing in aluminium framing and glazing approximately 3000mm from finished floor level</u>					
B	100 x 44 x 1.2mm thick anodised powder coated aluminium framing; base piece, screwed to timber bearer (m/s) at bottom and top grooved to receive MDF boarding (m/s)	52	lm		
C	76 x 44 x 1.2mm thick anodised powder coated aluminium framing; horizontal middle piece grooved to approval at both top and bottom to receive glazing and MDF boarding respectively (m/s)	52	lm		
D	Ditto grooved to approval at both top and bottom to receive glazing (m/s)	52	lm		
E	76 x 44 x 1.2mm thick anodised powder coated aluminium framing; horizontal top piece grooved to approval at bottom to receive glazing plugged and screwed to concrete backgrounds	52	lm		
F	76 x 44 x 1.2mm thick anodised powder coated aluminium framing; vertical piece grooved to approval at both sides to receive MDF (m/s) Aluminium louvres including glazing; fixed to skirting, middle and top piece (m/s)	187	lm		
Carried to collection					

**PROPOSED OFFICE ACCOMODATION ON 14TH AND 15TH FLOOR UCHUMI HOUSE- NAIROBI**

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
A	<u>Aluminium Skirtings</u> 3mm thick x 75mm high skirtings screwed to basem member with and including screws	52	lm		
B	<u>Aluminium bidings</u> 43 x 20 x 1.6mm thick biding member riveted to aluminium hollow section frames to glass	120	lm		
D	27.5 x 17.25 x 1.5 mm thick bidding to glass (m/s)	120	lm		
E	38 x 38 x 3.5mm thick angle section to MDF boards (m/s)	52	lm		
	<u>Rubber gasket</u>				
F	25 X 12mm thick approved lining to aluminium framing	120	lm		
F	18mm thick laminated MDF Board on either side of aluminium framing	45	sm		
	<u>Glazing</u>				
	<u>6mm Thick plate; patterned sand blasted glass to aluminium frames with rubber gaskets</u>				
G	0.5 TO 1.0 square metres	101	sm		
	<u>Films</u>				
H	Supply and fix one- way stripped films (as per sample to be approved on site )	76	sm		
	Carried to collection				

**PROPOSED OFFICE ACCOMODATION ON 14TH AND 15TH FLOOR UCHUMI HOUSE- NAIROBI**

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<p><b><u>COLLECTION</u></b></p> <p>From Page BW/1</p> <p>From Page BW/2</p> <p>From Page BW/3</p> <p>From Page BW/4</p> <p>From Page BW/6</p>				
<b>TOTAL FOR MEASURED WORKS CARRIED TO SUMMARY</b>					

**FURNITURE**



PROPOSED OFFICE ACCOMODATION ON 14TH AND 15TH FLOOR UCHUMI HOUSE- NAIROBI

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
A	<p><b><u>SCHEDULE OF FURNITURE</u></b>                      Supply, deliver and install cinema/Auditorium chais as per project managers specifications.</p>	30	no		
	<b>TOTAL FOR SCHEDULE OF FURNITURE CARRIED TO GRAND SUMMARY</b>				

# ELECTRICAL WORKS

## ELECTRICAL INSTALLATION WORKS

**BILL No E1 : 14<sup>th</sup> FLOOR**

**PROPOSED OFFICE ACCOMODATION (KFCB) UCHUMI HOUSE – NAIROBI**

ITEM No	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	AMOUNT KSHS	CTS
	<b>Supply, install, test and commission the following complete as specified herein or approved equivalent:</b>					
<b>1.00</b>	<b><u>DISCONNECTIONS AND REMOVAL WORKS</u></b>					
1.01	Carefully remove, store and arrange for handing over to client of existing obsolete electrical cabling, lighting fittings, distribution boards / consumers service units and other electrical accessories as shall be instructed and approved by Electrical Engineer.	L.S	Item			
<b>2.00</b>	<b>LIGHTING POINTS</b>					
2.01	Lighting point wired in 3x1.5 mm <sup>2</sup> PVC / SC CU Cables drawn in concealed 25 mm- Ø HG PVC Conduits / cable trays c/w all accessories but excluding switches for:	No	6			
	a) One way switching	No	22			
	b) Intermediate switching					
<b>3.00</b>	<b>LIGHTING SWITCHES</b>					
3.01	10A, metal clad flash switch plates as follows:	No	4			
	a) One gang one way. [As MK]	No	2			
	b) Two gang two way. [As MK]	No	1			
	c) One gang intermediate. [As MK]					
<b>4.00</b>	<b>LIGHTING FITTINGS</b> lighting fittings complete with all accessories:					
4.01	a) Surface modular luminaire LED panel glare 600 x 600 mm Protech /anti-sparking prismatic optic as OMEGA to approval CAT No OMPM3400Z4K.	No	28			
<b>SUB TOTAL FOR BQ/E-1 CARRIED FORWARD TO COLLECTION PAGE</b>						

**PROPOSED OFFICE ACCOMODATION (KFCB) UCHUMI HOUSE – NAIROBI**

ITEM No	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	AMOUNT KSHS	CTS
	<b>Supply, install, test and commission the following complete as specified herein or approved equivalent:</b>					
<b>5.00</b>	<b>SUB MAINS WIRING / DISTRIBUTION CABLES</b>					
5.01	10.0 mm <sup>2</sup> CU/XLPE/SWA/PVC 4 core (ref.6944X) armoured power supply cable complete with accessories.	M	65			
<b>6.00</b>	<b>TRUNKING AND DUCTING</b>					
	<b>(Cable Management perimeter and distribution)</b>					
6.01	Lay Metal clad non corrosive cable tray 150mm width c/w accessories <b>[internal power reticulation]</b> .	M	45			
6.02	Rectangular skirting non corrosive, rust proof trunking type 'B' of dimensions 150 mm width x 50 mm depth, twin segregated compartment flush along all walls c/w accessories as shall be instructed and approved by Electrical Engineer. (Trunking to be powder coated cream / white in colour / to march existing) complete with inside and outside corner bends, end covers, cover plates with outlet provisions for data/ voice and power points.	M	140			
<b>7.00</b>	<b>RAW POWER POINTS</b>					
7.01	Socket outlet point wired in 3 x 2.5 mm <sup>2</sup> PVC/SC CU Cables drawn in concealed 25 mm Ø diameter HG PVC ring of Conduits / metal clad trunking, c/w all accessories but excluding plates, Twin	No	56			
7.02		No	56			
7.03	13A switched socket outlet plates with antimicrobial additives as MK or Crabtree as follows: Twin switched					
7.04	Air Conditioner point wired in 3 x 4.0 mm <sup>2</sup> single core PVC Cables drawn in concealed 20 mm diameter heavy gauge PVC Conduits, complete with all accessories.	M	25			
	20A switched double pole switch as MK or Crabtree	No	2			
<b>SUB TOTAL FOR BQ/E-2 CARRIED FORWARD TO COLLECTION PAGE</b>						

**PROPOSED OFFICE ACCOMODATION (KFCB) UCHUMI HOUSE – NAIROBI**

ITEM No	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	AMOUNT KSHS	CTS
	<b>Supply, install, test and commission the following complete as specified herein or approved equivalent:</b>					
<b>8.00</b>	<b>FIRE ALARM SYSTEM (repeater panel)</b>					
8.01	240 vac, 50 Hz electrical / electronic surface wall mounted 1 zone Fire alarm panel. (As Manvier). Works include but not limited to identification of interconnections terminals, cabling and programming with the following features :					
	(i) Surface flush mounted	<b>Unit</b>	<b>1</b>			
	(ii) Zone LEDs					
8.02	Fire alarm manual call point wired in 2core x 1.5 mm <sup>2</sup> PVC/SC CU screened fire resistant Cables drawn in concealed 25 mm Ø diameter HG PVC ring of Conduits / metal clad trunking, complete with all accessories but excluding plates.	<b>No</b>	<b>15</b>			
8.03	Addressable manual call point to be installed recessed in building fabric (As Menvier)	<b>No</b>	<b>4</b>			
8.04	Addressable photoelectric smoke detector complete with common base (As Menvier)	<b>No</b>	<b>10</b>			
8.05	24v polarised 6" addressable wall mounted fire bell / sounder (As Menvier)	<b>No</b>	<b>1</b>			
<b>9.00</b>	<b>EMERGENCY EXIT SIGNAGE</b>					
9.01	Exit signage point wired in 3 x 1.5 mm <sup>2</sup> single core PVC Cables drawn in concealed 20 mm diameter heavy gauge PVC Conduits, c/w all accessories.	<b>No</b>	<b>3</b>			
9.02	2.2 – 5 watts ultra slim aluminium bodied LED 3 hour duration maintained and viewing distance up to 23 m fire exit signs Blade suspended [As THORN CAT No VBLNMC]	<b>No</b>	<b>3</b>			
<b>SUB TOTAL FOR BQ/E – 3 CARRIED FORWARD TO COLLECTION</b>						
<b>PAG</b>			<b>E</b>			

**PROPOSED OFFICE ACCOMODATION (KFCB) UCHUMI HOUSE – NAIROBI**

ITEM No	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	AMOUNT KSHS	CTS
<b>10.00</b>	<b>Supply, install, test and commission the following complete as specified herein or approved equivalent:</b>					
	<b>INTERNAL POWER DISTRIBUTION</b>					
10.01	Cable termination box as type No 2CVA 002 101 R1001.	No	6			
10.02	125 amps 18 way SPN wall mounted recessed and hinged flash cover distribution board complete with integral isolator and all other accessories except MCBs [as MEM]	No	1			
10.03	Supply and install CE certified and marked DIN rail mounting, fast break time 2.3 – 2.5 mS, short circuit interrupt rating 6 / 10 KA MCBs c/w all accessories:	No	4			
	(a) 10 amps single pole [As MEM]	No	6			
	(b) 20 amps single pole [As MEM] (c) 32	No	4			
	amps single pole {As MEM}	No	4			
	(d) Spare slots					
<b>11.00</b>	<b>EARTHING AND TESTING</b>					
11.01	Carry out earthing on all the installation and bond all (equi-potential bonding) metallic pipe work using earth bars.	L.S	Item			
11.02	Carry out all the electrical type tests on the electrical installation and ensure that the system complies fully with the I.E.E / Kenya Power & Lighting Co. Ltd Regulations	L.S	Item			
<b>SUB TOTAL FOR BQ/E- 4 CARRIED FORWARD TO COLLECTION PAGE</b>						

**COLLECTION PAGE FOR ELECTRICAL INSTALLATION WORKS**

**PROPOSED OFFICE ACCOMODATION (KFCB) UCHUMI HOUSE – NAIROBI**

<b>S / No</b>	<b>BILL No</b>	<b>ITEM No</b>	<b>Pg No</b>	<b>TOTAL KSHS</b>	<b>CTS</b>
<b>1</b>	<b>E1</b>	1.0 – 5.00	E /1		
		5.00 – 7.00	E/2		
		8.00 – 9.00	E/3		
		10.00 – 11.00	E/4		
<b>TOTAL (KSHS)</b>					

## ELECTRICAL INSTALLATION WORKS

**BILL No F1 : 15<sup>th</sup> FLOOR**

<b>PROPOSED OFFICE ACCOMODATION (KFCB) UCHUMI HOUSE – NAIROBI</b>
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ITEM No	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	AMOUNT KSHS	CTS
<b>1.00</b> 1.01	<b>Supply, install, test and commission the following complete as specified herein or approved equivalent:</b>  <b><u>DISCONNECTIONS AND REMOVAL WORKS</u></b> Carefully remove, store and arrange for handing over to client of existing obsolete electrical cabling, lighting fittings, distribution boards / consumers service units and other electrical accessories as shall be instructed and approved by Electrical Engineer.	<b>L.S</b>	<b>Item</b>			
<b>2.00</b> 2.01	<b>LIGHTING POINTS</b> Lighting point wired in 3x1.5 mm <sup>2</sup> PVC / SC CU Cables drawn in concealed 25 mm- Ø HG PVC Conduits / cable trays c/w all accessories but excluding switches for: a) One way switching	<b>No</b>	<b>11</b>			
<b>3.00</b> 3.01	<b>LIGHTING SWITCHES</b> 10A, metal clad flash switch plates as follows: a) One gang one way. [As MK]	<b>No</b>	<b>4</b>			
<b>4.00</b> 4.01	<b>LIGHTING FITTINGS</b> lighting fittings complete with all accessories: a) Surface modular luminaire LED panel glare 600 x 600 mm Protech /anti-sparking prismatic optic as OMEGA to approval CAT No OMPM3400Z4K.	<b>No</b>	<b>11</b>			
<b>SUB TOTAL FOR BQ/F-1 CARRIED FORWARD TO COLLECTION PAGE :</b>						



**PROPOSED OFFICE ACCOMODATION (KFCB) UCHUMI HOUSE – NAIROBI**

ITEM No	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	AMOUNT KSHS	CTS
	<b>Supply, install, test and commission the following complete as specified herein or approved equivalent:</b>					
<b>5.00</b>	<b>SUB MAINS WIRING / DISTRIBUTION CABLES</b>					
5.01	6.0 mm <sup>2</sup> CU/XLPE/SWA/PVC 4 core (ref.6944X) armoured power supply cable complete with accessories.	<b>M</b>	<b>15</b>			
<b>6.00</b>	<b>TRUNKING AND DUCTING</b>					
	<b>(Cable Management perimeter and distribution)</b>					
6.01	Lay Metal clad non corrosive cable tray 150mm width c/w accessories <b>[internal power reticulation]</b> .	<b>M</b>	<b>15</b>			
6.02	Rectangular skirting non corrosive, rust proof trunking type 'B' of dimensions 150 mm width x 50 mm depth, twin segregated compartment flush along all walls c/w accessories as shall be instructed and approved by Electrical Engineer. (Trunking to be powder coated cream / white in colour / to match existing) complete with inside and outside corner bends, end covers, cover plates with outlet provisions for data/ voice and power points.	<b>M</b>	<b>30</b>			
<b>7.00</b>	<b>RAW POWER POINTS</b>					
7.01	Socket outlet point wired in 3 x 2.5 mm <sup>2</sup> PVC/SC CU Cables drawn in concealed 25 mm Ø diameter HG PVC ring of Conduits / metal clad trunking, c/w all accessories but excluding plates, Twin	<b>No</b>	<b>8</b>			
7.02		<b>No</b>	<b>8</b>			
7.03	13A switched socket outlet plates with antimicrobial additives as MK or Crabtree as follows: Twin switched					
7.04	Air Conditioner point wired in 3 x 4.0 mm <sup>2</sup> single core PVC Cables drawn in concealed 20 mm diameter heavy gauge PVC Conduits, complete with all accessories.	<b>M</b>	<b>10</b>			
	20A switched double pole switch as MK or Crabtree	<b>No</b>	<b>1</b>			
<b>SUB TOTAL FOR BQ/F-2 CARRIED FORWARD TO COLLECTION PAGE</b>						

**PROPOSED OFFICE ACCOMODATION (KFCB) UCHUMI HOUSE – NAIROBI**

ITEM No	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	AMOUNT KSHS	CTS
	<b>Supply, install, test and commission the following complete as specified herein or approved equivalent:</b>					
<b>8.00</b>	<b>EMERGENCY EXIT SIGNAGE</b>					
8.01	Exit signage point wired in 3 x 1.5 mm <sup>2</sup> single core PVC Cables drawn in concealed 20 mm diameter heavy gauge PVC Conduits, c/w all accessories.	No	1			
8.02	2.2 – 5 watts ultra slim aluminium bodied LED 3 hour duration maintained and viewing distance up to 23 m fire exit signs Blade suspended [As THORN CAT No VBLNMC]	No	1			
<b>9.00</b>	<b>INTERNAL POWER DISTRIBUTION</b>					
9.01	Cable termination box as type No 2CVA 002 101 R1001.	No	2			
9.02	Supply and install CE certified and marked DIN rail mounting, fast break time 2.3 – 2.5 mS, short circuit interrupt rating 6 / 10 KA MCBs c/w all accessories:	No	2			
	(i) 10 amps single pole [As MEM]	No	3			
	(iii) 20 amps single pole [As MEM]	No	2			
	(i) 32 amps single pole {As MEM}					
<b>10.00</b>	<b>EARTHING AND TESTING</b>					
10.01	Carry out earthing on all the installation and bond all (equi-potential bonding) metallic pipe work using earth bars.	L.S	Item			
10.02	Carry out all the electrical type tests on the electrical installation and ensure that the system complies fully with the I.E.E / Kenya Power & Lighting Co. Ltd Regulations	L.S	Item			
<b>SUB TOTAL FOR BQ/F – 3 CARRIED FORWARD TO COLLECTION PAGE</b>						

**COLLECTION PAGE FOR ELECTRICAL INSTALLATION WORKS**

**PROPOSED OFFICE ACCOMODATION (KFCB) UCHUMI HOUSE – NAIROBI**

<b>S / No</b>	<b>BILL No</b>	<b>ITEM No</b>	<b>Pg No</b>	<b>TOTAL KSHS</b>	<b>CTS</b>
<b>1</b>	<b>F1</b>	1.0 – 4.00	F /1		
		5.00 – 7.00	F/2		
		8.00 – 10.00	F/3		
<b>TOTAL (KSHS)</b>					

**DATA INSTALLATION WORKS BILL No G1 :**  
**14<sup>th</sup> and 15<sup>th</sup> FLOORS**

**PROPOSED OFFICE ACCOMODATION (KFCB) UCHUMI HOUSE – NAIROBI**

ITEM No	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	AMOUNT KSHS	CTS
	<b>Supply, install, set up, configure, test and commission the following items as specified herein or approved equivalent.</b>					
<b>1.00</b>	<b><u>DISCONNECTIONS AND REMOVAL WORKS</u></b>					
1.01	Carefully remove, store and arrange for handing over to client of existing obsolete data cabling, units and other fittings and or accessories.	L.S	Item			
1.02	Dual RJ45 data outlets complete with face plates and RJ45 connectors [As Siemons]	No	62			
1.03	48 port RJ45 patch panels [As Siemons]	No	2			
1.04	1U WM series rack mount cables managers.	No	2			
1.05	1 metre, 4 pair RJ45 – RJ45 patch cords.	No	62			
1.06	3 metre, 4 pair RJ45 – RJ45 patch cords.	No	62			
<b>2.00</b>	<b><u>DATA ACCESS POINT</u></b>					
2.01	Ceiling mounted data access point WPA/WPA2 – enterprise 802.1X with RADIUS secure authentication, 300 Mbps wireless data rate for uninterrupted wireless connection unit complete with all accessories.	No	4			
<b>3.00</b>	<b><u>HORIZONTAL CABLING:</u></b>					
3.01	Four pair UTP (CAT 6) cable [As Siemons] drawn in the existing trunkings to be terminated at the patch panel and dual RJ45 data outlets.	M	2,800			
<b>4.00</b>	<b>FIBRE OPTIC CABLE</b>	M	50			
<b>SUB TOTAL FOR BQ/G-1 CARRIED FORWARD TO COLLECTION PAGE</b>						

Pg G/1

**PROPOSED OFFICE ACCOMODATION (KFCB) UCHUMI HOUSE – NAIROBI**

ITEM No	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	AMOUNT KSHS	CTS
	<b>Supply, install, set up, configure, test and commission the following items as specified herein or approved equivalent.</b>					
<b>5.00</b>	<b>SMART BOARD</b>					
5.01	86 inch anti glare glass tempered Android based smart board as <b>GENEE</b> (G – touch 4K), display area 1895 x 1066 mm, display ration 16:9, resolution 3840 x 2160 pixel, speaker output 15 x 2 watts, power consumption 450 watts , writing tools- Pen stylus or finger complete with microphones, HDMI, VGA cables and all accessories.	No	1			
<b>6.00</b>	<b>ACCESS CONTROLLER</b>					
6.01	Biometric pin and proximity, IP- based single door Access Controller complete with its PSU and all accessories.	No	3			
6.02	Exit buttons.	No	3			
6.03	Maglock of 300 Kg holding force.	No	3			
6.04	Emergency break glass.	No	3			
6.05	Mounting brackets.	No	3			
6.06	Assorted Sundries, tags and labelling	L.S	Item			
6.07	Allow for minor alterations on builders works and making good of the same.	L.S	Item			
<b>7.00</b>	Training system administrators and operators on all the installed systems.	L.S	Item			
<b>8.00</b>	Cable testing to industry standard and documentation of test results in 3 No bound hard copies and 2 No soft copies in appropriate media.	L.S	Item			
<b>PAGE</b>						
<b>SUB TOTAL FOR BQ/G - 2 CARRIED FORWARD TO COLLECTION</b>						

**PROPOSED OFFICE ACCOMODATION (KFCB) UCHUMI HOUSE – NAIROBI**

ITEM No	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE	AMOUNT KSHS	CTS
9.00 9.01	<p><b>Supply, install, set up, configure, test and commission the following items as specified herein or approved equivalent.</b></p> <p><b><u>DATA AND VOICE SWITCH.</u></b></p> <p><b>Standalone with optional stacking 48 10/100/1000</b> Ethernet PoE+ ports and 4 x 1G uplink ports, with 640 WAC power supply, 1 RU, IP base feature set LAN base feature set as CISCO 3850 (WS-C3650-48SS-S) complete with all accessories .</p>	No	2			
10.00 10.01	<p><b><u>UPS</u></b></p> <p>240 vac, 50Hz <b>3000 VA</b> UPS rack mount c/w maintenance free batteries [As APC] smart UPS with USB and serial port.</p>	No	1			
11.00 11.01	<p><b><u>IP Dome Camera</u></b></p> <p>2.8 – 12mm fixed lens, 4MP, full HD 1080P, 20 fps (2688 x 1520), 12V DC ± 25% PoE (802.3af Class 3), H.264 / MJPEG / H.264+, WDR 120dB, Intrusion, Motion &amp; Line Crossing, Face Detection, Dynamic analysis, IR 30M, built in Micro SD/SDHC/SDXC slot, up to 128 GB, vandal proof IK10 c/w all accessories and software [As DS2CD2742FWD-IZS].</p>	No	2			
12.00 12.01	<p><b><u>NETWORK CABINET EARTHING AND TESTING</u></b></p> <p>Carry out earthing on all the installation and bond all metallic parts.</p>	L.S	Item			
12.02	Carry out cable testing to industry standard and documentation of test results in 3 No bound hard and 2 No soft copies.	L.S	Item			
12.03	Carry out all the electrical type tests on the electrical installation and ensure that the system complies fully with the I.E.E / Kenya Power & Lighting Co. Ltd Regulations	L.S	Item			
<b>SUB TOTAL FOR BQ/G - 3 CARRIED FORWARD TO COLLECTION PAGE</b>					<b>1,500,000</b>	<b>00</b>

**COLLECTION PAGE FOR STRUCTURED CABLING WORKS**

**PROPOSED OFFICE ACCOMODATION (KFCB) UCHUMI HOUSE – NAIROBI**

<b>S / No</b>	<b>BILL No</b>	<b>ITEM No</b>	<b>Pg No</b>	<b>TOTAL KSHS</b>	<b>CTS</b>
	<b>G1</b>	1.00 – 4.00	G /1		
		5.00 – 8.00	G /2		
		9.00 – 12.00	G/3		
<b>TOTAL (KSHS)</b>					

## PRICE SUMMARY PAGE

**PROPOSED OFFICE ACCOMODATION (KFCB) UCHUMI HOUSE – NAIROBI**

<b>BILL No</b>	<b>DESCRIPTION</b>	<b>TOTAL KSHS</b>	<b>CTS</b>
<b>E1</b>	14 <sup>th</sup> FLOOR		
<b>F1</b>	15 <sup>th</sup> FLOOR		
<b>G1</b>	DATA NETWORK 14 <sup>th</sup> and 15 <sup>th</sup> FLOOR		
<b>GRAND TOTAL AMOUNT</b>			





# MECHANICAL WORKS

BILL OF QUANTITIES					
MECHANICAL WORKS AT KENYA FILM CLASSIFICATION BOARD					
14TH FLOOR MECHANICAL WORKS					
Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
1	<p><b>SPLIT AIRCONDITIONING SYSTEM IN BOARDROOM</b> Supply, deliver and install the following: Split AC system comprising of one outdoor unit connected to 2 No. Indoor units with specifications as indicated below;</p> <p><b>Four Way ceiling cassette type direct expansion Indoor Units as listed:</b>  <i>. Cooling capacity: 5.3 kW (18,000 Btu/hr) Each of the units to be complete with:</i>            . A wired and wireless remote controller            . A refrigerant (R410A) initial charge            . Thermostat to control room temperature            . Inbuilt condensate drain pump            . 5m long insulated drain hose of 25mm diameter            . Auto restart function            . Sound pressure level of 35 db (A)            . Neoplasma purifying filter            The indoor units to be mounted in the ceiling with ceiling mounting kit and decoration panel with prefabricated hanging supports comprising of hanging bolts, nuts, spring washer and plate washer on the position shown on the approved working drawings. The indoor unit to be as 'LG Split AC indoor unit' or approved equivalent.</p> <p><b>Outdoor Unit</b> 1No. wall mounted inverter controlled outdoor unit connected to 1 No. indoor units as described above. It shall have a nominal cooling load of 10.5 kW (36,000 Btu/hr) and capacity control in the range of 10 - 130% according to the indoor cooling load. The unit will operate with R410A refrigerant or any other non-ozone depleting refrigerant. It shall be provided with anchoring accessories including rawl bolts complete with anti-vibration rubber mountings. To be complete with 2 No. wall mounted simple controllers to be mounted in Meeting room and the control cable. The outdoor unit to be as 'LG Split AC outdoor unit or approved equivalent.</p> <p><b>Mounting Bracket</b> Mounting bracket for the outdoor unit complete with a cage and provided with purpose-made protective steel iron angle frame and all other anchoring accessories including rawl bolts and anti-vibration rubber mountings to engineer's approval.</p>	2	No		
AB		1	No.		
C		1	Item		
<b>Sub Total for Boardroom floor Air conditioning carried forward to collection Page</b>					

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	<b>AC CONTINUED</b>				
	<b>Refrigeration Pipework</b>				
D	Refrigeration liquid line pipework including 25mm Amaflex insulation.	20	Lm		
E	Refrigeration gas line pipework including 25mm Amaflex insulation.	20	Lm		
	<b>Drain</b>				
F	25mm PVC condensate drainage pipework, class D, including bends, clips, joints and tees in the running lengths of the pipe.	20	Lm		
	<b>Surge Protector</b>				
G	Power surge protector as Solatek to suite or equal and approved.	2	No.		
	<b>Associated Builders works</b>				
H	Allow for demolishing and making good of walls for routing of refrigerant and condensate lines with permission of the projet Structural Engineer.	1	Item		
	<b>Testing and Commissioning</b>				
I	Allow for testing and commissioning of the air conditioning installations to the satisfaction of the Engineer.	1	Item		
<b>Sub Total for Boardroom Air conditioning carried forward to collection Page</b>					

<b>BOARDROOM AC COLLECTION PAGE</b>		
<b>Item</b>	<b>Description</b>	<b>Amount (Kshs)</b>
1	Total Carried Forward from Page1 of	
2	Total Carried Forward from Page 2 of	
<b>Total carried forward to 14th floor mechanical works</b>		

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
<b>1</b>	<b>SPLIT AIRCONDITIONING SYSTEM IN THEATRE</b> Supply, deliver and install the following: Split AC system comprising of one outdoor unit connected to 2 No. Indoor units with specifications as indicated below; <b>Four Way ceiling cassette type direct expansion Indoor Units as listed:</b>				
A	. <b>Cooling capacity: 7 kW (24,000 Btu/hr)</b> <b>Each of the units to be complete with:</b> . A wired and wireless remote controller . A refrigerant (R410A) initial charge . Thermostat to control room temperature . Inbuilt condensate drain pump . 5m long insulated drain hose of 25mm diameter . Auto restart function . Sound pressure level of 35 db (A) . Neoplasma purifying filter The indoor units to be mounted in the ceiling with ceiling mounting kit and decoration panel with prefabricated hanging supports comprising of hanging bolts, nuts, spring washer and plate washer on the position shown on the approved working drawings. The indoor unit to be as 'LG Split AC indoor unit' or approved equivalent.	2	No		
	<b>Outdoor Unit</b>  1No. wall mounted inverter controlled outdoor unit connected to 1 No. indoor units as described above. It shall have a nominal cooling load of 14 kW (48,000 Btu/hr) and capacity control in the range of 10 - 130% according to the indoor cooling load. The unit will operate with R410A refrigerant or any other non-ozone depleting refrigerant. It shall be provided with anchoring accessories including rawl bolts complete with anti-vibration rubber mountings. To be complete with 2 No. wall mounted simple controllers to be mounted in Training room and the control cable. The outdoor unit to be as 'LG Split AC outdoor unit or approved equivalent.	1	No.		
B					
C	<b>Mounting Bracket</b> Mounting bracket for the outdoor unit complete with a cage and provided with purpose-made protective steel iron angle frame and all other anchoring accessories including rawl bolts and anti-vibration rubber mountings to engineer's approval.	1	Item		
<b>Sub Total for Theatre Air conditioning carried forward to collection Page</b>					

Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	<b>AC CONTINUED</b>				
	<b>Refrigeration Pipework</b>				
D	Refrigeration liquid line pipework including 25mm Amaflex insulation.	20	Lm		
E	Refrigeration gas line pipework including 25mm Amaflex insulation.	20	Lm		
	<b>Drain</b>				
F	25mm PVC condensate drainage pipework, class D, including bends, clips, joints and tees in the running lengths of the pipe.	20	Lm		
	<b>Surge Protector</b>				
G	Power surge protector as Solatek to suite or equal and approved.	2	No.		
	<b>Associated Builders works</b>				
H	Allow for demolishing and making good of walls for routing of refrigerant and condensate lines with permission of the projet Structural Engineer.	1	Item		
	<b>Testing and Commissioning</b>				
I	Allow for testing and commissioning of the air conditioning installations to the satisfaction of the Engineer.	1	Item		
<b>Sub Total for Theatre Air conditioning carried forward to collection Page</b>					

<b><u>THEATRE AC COLLECTION PAGE</u></b>		
<b>Item</b>	<b>Description</b>	<b>Amount (Kshs)</b>
1	Total Carried Forward from Page1 of	
2	Total Carried Forward from Page 2 of	
<b>Total carried forward to 14th floor ACI works</b>		



<b>14TH FLOOR AC SUMMARY PAGE</b>		
<b>Item</b>	<b>Description</b>	<b>Amount (Kshs)</b>
1	BOARDROOM AC	
2	THEATRE AC	
<b>Total carried forward to 14th floor mechanical works</b>		

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
					KSh
<b>ELEMENT II</b>	<b>WASHROOMS PLUMBING WORKS</b>				
	<b>FOUL WATER DRAINAGE</b>				
	Supply, fix, test and commission the following in UPVC. Soil and waste system to BS4514 with fittings fixed to manufacturer's printed instructions and BS5572-1978 as described. Tenders must allow in their pipework and also where stated for pipe fixing clips or holderbolts plugged and screwed.				
<b>1</b>	<b>PIPEWORK</b>				
A	UPVC 100mm diameter pipe for W.C. black water drainage	LM	30		
B	UPVC 50mm diameter pipe for Urinal Black water	LM	16		
C	UPVC 32mm diameter pipe for hand wash basin grey water	LM	24		
<b>DRAINAGE TOTAL CARRIED FORWARD TO WASHROOM PLUMBING COLLECTION</b>					-

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
					KSh
<b>2</b>	<b><u>SANITARY FITTINGS</u></b>				-
	Supply and fix the following, including all materials and jointing to supply				-
A	Access Bend 100mm diameter				-
B	Ditto but 50mm diameter for Urinals	No	6		-
C	Ditto but 32mm diameter for HWBs	No	3		-
D	Single branch Tee Ø100mm - Ø100mm - Ø100mm for W.C.	No	5		-
E	Ditto but Ø50mm - Ø50mm - Ø50mm for Urinals	No	5		-
F	Ditto but Ø32mm - Ø32mm - Ø32mm for HWBs	No	3		-
G	Flexible WC connectors 100mm diameter with seal for W.C.	No	5		-
H	Trap for Urinal bowl Ø50mm with seal	No	5		-
I	Trap for hand wash basin Ø32mm with seal	No	3		-
J	PVC Glue 1000ml as "Tangit" or approved equal	No	5		-
		No	3		-
<b>SANITARY FITTINGS TOTAL CARRIED FORWARD TO WASHROOM PLUMBING COLLECTION</b>					-

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
					KSh
<b>3</b>	<b>SANITARY FIXTURES</b> Supply and fix the following, including all materials and jointing to supply, waste and overflow pipes				
A	Sitting type Water Closet (7.5 litre/flush) in white Vitreous China to BS 3402 complete with all accessories as 'COTTO Living dual top' or approved equivalent for Gents' toilets				
B	Ditto for Ladies' toilets	No	2		-
C	Ditto for other toilet				
		No	2		-
		No	1		-
D	Vanity Wash hand basin (550mm x 470mm x 193mm) , vitreous china to BS 3402 complete with trap and other accessories as 'COTTO Tetragon white wall mounted' or approved equivalent for Gents' and staff Gents washrooms				
E	Ditto for Ladies' and Staff Ladies' toilets	No	3		-
F	Wall hung urinal bowl as "COTTO Baron" or approved equal (295 x 360 x 425mm) , vitreous china to BS 3402 complete with accessories for Gents room	No	2		-
G	Urinal flush valve as "COTTO COTSNCT471SSHM" or approved equal 40mm	No.	3		-
H	Urinal dividers (ceramic)	No.	3		-
I	Allow this amount for removal of existing sanitary fixtures and cart away	No.	3		-
J	<b>Bathroom Accessories</b> Automatic Soap Dispensor	ITEM	1		-
K	Mirror				-
L	Automatic Hand Dryers	No.	5		-
M	Toilet roll holders/ dispensers	No.	5		-
N	Hand towel dispensers	No.	3		-
		No.	5		-
	<b>Testing and Commissioning</b>				-
O	Allow for testing and commissioning of the sanitary system to Engineer's satisfaction (WC, Hand wash basins)	No.	3		-
		No.	1		-
<b>SANITARY FIXTURES TOTAL CARRIED FORWARD TO WASHROOM PLUMBING COLLECTION</b>					-

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
					KSh
<b>6</b>	<b>INTERIOR COLD WATER</b> Supply, install, test and commission the interior water supply				
	<b>Cold water piping</b> Flexible chrome connector hose 20mm (for cisterns, urinals and handwash basins)				
A	HWB tap as 'Tivoli Bardi Chrome Basin pillar tap' for hand wash basins	No.	13		-
B	Polypropylene Random pipe PN20 20mm	No.	5		-
C	Ditto but 15mm	No.	5		-
D	Polypropylene socket PN20 20mm	LM	60		-
E	Ditto but 15mm	LM	40		-
F	Polypropylene elbow PN20 20mm	No.	40		-
G	Ditto but 15mm	No.	16		-
H	Polypropylene tee PN20 20mm	No.	60		-
I	Polypropylene reducing tee PN20 32mm x 20mm	No.	20		-
J	Ditto but 20mm x 15mm	No.	60		-
K	Stop valve PN20 20mm	No.	12		-
L	Angle valves 15mm for fixtures	No.	16		-
M	<b>Testing and Commissioning</b>	No.	3		-
N	Allow for testing and commissioning of the exterior drainage system to Engineer's satisfaction	No.	13		-
		No.	1		-
<b>COLD WATER TOTAL CARRIED FORWARD TO WASHROOM PLUMBING COLLECTION</b>					-

<b>COLLECTION PAGE FOR WASHROOMS PLUMBING WORKS</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>				<b>AMOUNT</b>
					<b>KSh</b>
1	WASHROOMS PIPEWORK				-
2	WASHROOMS SANITARY FITTINGS				-
3	WASHROOMS SANITARY FIXTURES				-
6	WASHROOMS WATER SUPPLY				-
7	BUILDERS WORKS DEMOLISH AND MAKE GOOD TO ALLOW CONCEALING OF PIPEWORK				-
<b>KFCB PLUMBING COLLECTION FORWARDED TO 14TH FLOOR MECHANICAL WORKS SUMMARY</b>					-

<b>14TH FLOOR SUMMARY PAGE</b>		
<b>Item</b>	<b>Description</b>	<b>Amount (Kshs)</b>
1	Total for 14th floor air conditioning	
2	Total for 14th floor Plumbing	
<b>Total Amount for 14th floor mechanical works</b>		

15TH FLOOR MECHANICAL WORKS					
Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
1	<p><b>SPLIT AIRCONDITIONING SYSTEM IN EXECUTIVE MEETING ROOM</b></p> <p>Supply, deliver and install the following: Split AC system comprising of one outdoor unit connected to 2 No. Indoor units with specifications as indicated below;</p> <p><b>Four Way ceiling cassette type direct expansion Indoor Units as listed:</b></p> <p><b>A</b> . <b>Cooling capacity: 7 kW (24,000 Btu/hr) Each of the units to be complete with:</b></p> <ul style="list-style-type: none"> <li>. A wired and wireless remote controller</li> <li>. A refrigerant (R410A) initial charge</li> <li>. Thermostat to control room temperature</li> <li>. Inbuilt condensate drain pump</li> <li>. 5m long insulated drain hose of 25mm diameter</li> <li>. Auto restart function</li> <li>. Sound pressure level of 35 db (A)</li> <li>. Neoplasma purifying filter</li> </ul> <p>The indoor units to be mounted in the ceiling with ceiling mounting kit and decoration panel with prefabricated hanging supports comprising of hanging bolts, nuts, spring washer and plate washer on the position shown on the approved working drawings. The indoor unit to be as 'LG Split AC indoor unit' or approved equivalent.</p> <p><b>Outdoor Unit</b></p> <p>1No. wall mounted inverter controlled outdoor unit connected to 1 No. indoor units as described above. It shall have a nominal cooling load of 14 kW (48,000 Btu/hr) and capacity control in the range of 10 - 130% according to the indoor cooling load. The unit will operate with R410A refrigerant or any other non-ozone depleting refrigerant. It shall be provided with anchoring accessories including rawl bolts complete with anti-vibration rubber mountings. To be complete with 2 No. wall mounted simple controllers to be mounted in Training room and the control cable. The outdoor unit to be as 'LG Split AC outdoor unit or approved equivalent.</p> <p><b>Mounting Bracket</b></p> <p>Mounting bracket for the outdoor unit complete with a cage and provided with purpose-made protective steel iron angle frame and all other anchoring accessories including rawl bolts and anti-vibration rubber mountings to engineer's approval.</p> <p><b>C</b></p>	1	No		
		1	No.		
		1	Item		
<b>Sub Total for Executive meeting room Air conditioning carried forward to collection Page</b>					



Item	Description	Qty	Unit	Rate (Kshs)	Amount (Kshs)
	<b>AC CONTINUED</b>				
	<b>Refrigeration Pipework</b>				
D	Refrigeration liquid line pipework including 25mm Amaflex insulation.	12	Lm		
E	Refrigeration gas line pipework including 25mm Amaflex insulation.	12	Lm		
	<b>Drain</b>				
F	25mm PVC condensate drainage pipework, class D, including bends, clips, joints and tees in the running lengths of the pipe.	12	Lm		
	<b>Surge Protector</b>				
G	Power surge protector as Solatek to suite or equal and approved.	1	No.		
	<b>Associated Builders works</b>				
H	Allow for demolishing and making good of walls for routing of refrigerant and condensate lines with permission of the projet Structural Engineer.	1	Item		
	<b>Testing and Commissioning</b>				
I	Allow for testing and commissioning of the air conditioning installations to the satisfaction of the Engineer.	1	Item		
<b>Sub Total for Executive meeting room Air conditioning carried forward to collection Page</b>					

<b>15TH FLOOR AC SUMMARY PAGE</b>		
<b>Item</b>	<b>Description</b>	<b>Amount (Kshs)</b>
1	Total Carried Forward from Page1 of	
2	Total Carried Forward from Page 2 of	
<b>Total carried forward to 15th floor AC works</b>		

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
					KSh
<b>ELEMENT II</b>	<b>WASHROOMS PLUMBING WORKS</b>				
	<b><u>FOUL WATER DRAINAGE</u></b> Supply, fix, test and commission the following in UPVC. Soil and waste system to BS4514 with fittings fixed to manufacturer's printed instructions and BS5572-1978 as described. Tenders must allow in their pipework and also where stated for pipe fixing clips or holderbolts plugged and screwed.				
<b>1</b>	<b><u>PIPEWORK</u></b>				
A	UPVC 100mm diameter pipe for W.C. black water drainage	LM	30		
B	UPVC 50mm diameter pipe for Urinal Black water	LM	16		
C	UPVC 32mm diameter pipe for hand wash basin grey water	LM	24		
<b>DRAINAGE TOTAL CARRIED FORWARD TO WASHROOM PLUMBING COLLECTION</b>					

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
					KSh
<b>2</b>	<b>SANITARY FITTINGS</b>				-
	Supply and fix the following, including all materials and jointing to supply				-
A	Access Bend 100mm diameter				-
B	Ditto but 50mm diameter for Urinals	No	6		-
C	Ditto but 32mm diameter for HWBs	No	3		-
D	Single branch Tee Ø100mm - Ø100mm - Ø100mm for W.C.	No	5		-
E	Ditto but Ø50mm - Ø50mm - Ø50mm for Urinals	No	5		-
F	Ditto but Ø32mm - Ø32mm - Ø32mm for HWBs	No	3		-
G	Flexible WC connectors 100mm diameter with seal for W.C.	No	5		-
H	Trap for Urinal bowl Ø50mm with seal	No	5		-
I	Trap for hand wash basin Ø32mm with seal	No	3		-
J	PVC Glue 1000ml as "Tangit" or approved equal	No	5		-
		No	3		-
<b>SANITARY FITTINGS TOTAL CARRIED FORWARD TO WASHROOM PLUMBING COLLECTION</b>					-

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
					KSh
<b>3</b>	<b>SANITARY FIXTURES</b> Supply and fix the following, including all materials and jointing to supply, waste and overflow pipes				
A	Sitting type Water Closet (7.5 litre/flush) in white Vitreous China to BS 3402 complete with all accessories as 'COTTO Living dual top' or approved equivalent for Gents' toilets				
B	Ditto for Ladies' toilets	No	2		-
C	Ditto for other toilet				
		No	2		-
		No	1		-
D	Vanity Wash hand basin (550mm x 470mm x 193mm) , vitreous china to BS 3402 complete with trap and other accessories as 'COTTO Tetragon white wall mounted' or approved equivalent for Gents' and staff Gents washrooms				
E	Ditto for Ladies' and Staff Ladies' toilets	No	3		-
F	Wall hung urinal bowl as "COTTO Baron" or approved equal (295 x 360 x 425mm) , vitreous china to BS 3402 complete with accessories for Gents room	No	2		-
G	Urinal flush valve as "COTTO COTSNCT471SSHM" or approved equal 40mm	No.	3		-
H	Urinal dividers (ceramic)	No.	3		-
I	Allow this amount for removal of existing sanitary fixtures and cart away	No.	3		-
J	<b>Bathroom Accessories</b> Automatic Soap Dispensor	ITEM	1		-
K	Mirror				-
L	Automatic Hand Dryers	No.	5		-
M	Toilet roll holders/ dispensers	No.	5		-
N	Hand towel dispensers	No.	3		-
		No.	5		-
	<b>Testing and Commissioning</b>				-
O	Allow for testing and commissioning of the sanitary system to Engineer's satisfaction (WC, Hand wash basins)	No.	3		-
		No.	1		-
<b>SANITARY FIXTURES TOTAL CARRIED FORWARD TO WASHROOM PLUMBING COLLECTION</b>					-

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
					KSh
<b>6</b>	<b>INTERIOR COLD WATER</b> Supply, install, test and commission the interior water supply				
	<b>Cold water piping</b> Flexible chrome connector hose 20mm (for cisterns, urinals and handwash basins)				
A	HWB tap as 'Tivoli Bardi Chrome Basin pillar tap' for hand wash basins	No.	13		-
B	Polypropylene Random pipe PN20 20mm	No.	5		-
C	Ditto but 15mm	No.	5		-
D	Polypropylene socket PN20 20mm	LM	60		-
E	Ditto but 15mm	LM	40		-
F	Polypropylene elbow PN20 20mm	No.	40		-
G	Ditto but 15mm	No.	16		-
H	Polypropylene tee PN20 20mm	No.	60		-
I	Polypropylene reducing tee PN20 32mm x 20mm	No.	20		-
J	Ditto but 20mm x 15mm	No.	60		-
K	Stop valve PN20 20mm	No.	12		-
L	Angle valves 15mm for fixtures	No.	16		-
M	<b>Testing and Commissioning</b>	No.	3		-
N	Allow for testing and commissioning of the exterior drainage system to Engineer's satisfaction	No.	13		-
		No.	1		-
<b>COLD WATER TOTAL CARRIED FORWARD TO WASHROOM PLUMBING COLLECTION</b>					-

<b>COLLECTION PAGE FOR WASHROOMS PLUMBING WORKS</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>				<b>AMOUNT</b>
					<b>KSh</b>
1	WASHROOMS PIPEWORK				-
2	WASHROOMS SANITARY FITTINGS				-
3	WASHROOMS SANITARY FIXTURES				-
6	WASHROOMS WATER SUPPLY				-
7	BUILDERS WORKS DEMOLISH AND MAKE GOOD TO ALLOW CONCEALING OF PIPEWORK				-
<b>KFCB 15TH FLOOR PLUMBING COLLECTION FORWARDED TO 15TH FLOOR MECHANICAL WORKS SUMMARY</b>					-

<b>15TH FLOOR SUMMARY PAGE</b>		
<b>Item</b>	<b>Description</b>	<b>Amount (Kshs)</b>
1	Total for 15th floor air conditioning	-
2	Total for 15th floor Plumbing	-
<b>Total Amount for 15th floor mechanical works</b>		<b>0.00</b>



<b>KFCB MECHANICAL WORKS SUMMARY PAGE</b>		
<b>Item</b>	<b>Description</b>	<b>Amount (Kshs)</b>
1	Total for 14th floor mechanical works	-
2	Total for 15th floor mechanical works	-
4	Allow this amount for project supervision	200,000.00
5	Allow this amount for project stationeries	20,000.00
<b>Total Amount for KFCB Mechanical works</b>		<b>220,000.00</b>

# PROVISIONAL SUMS

**PROPOSED OFFICE ACCOMODATION ON 14TH AND 15TH FLOOR UCHUMI HOUSE- NAIROBI**

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<p><b><u>PROVISIONAL SUMS</u></b></p> <p>The following provisional sums are to be measured on completion and priced in accordance with the rates contained in these bills of quantities or prorata thereto or deducted in whole if not required</p> <p>A Allow a provisional sum of Kenya Shillings Eight Hundred Thousand Only(Kshs 800,000.00) only for Contingencies</p>		ITEM		800,000.00
	<b>TOTAL FOR PROVISIONAL SUMS CARRIED TO GRAND SUMMARY</b>				<b>800,000.00</b>

# GRAND SUMMARY

**PROPOSED OFFICE ACCOMODATION ON 14TH AND 15TH FLOOR UCHUMI  
HOUSE- NAIROBI**

**GRAND SUMMARY**

ITEM	DESCRIPTION	Page No.	FOR TENDERER USE ONLY	FOR OFFICIAL USE ONLY
			K.SHS.	K.SHS.
A	PARTICULAR PRELIMINARIES	PP/8		
B	GENERAL PRELIMINARIES	PP/13		
C	14th FLOOR	MW/9		
D	15th FLOOR	MW/10		
E	FURNITURE	F/1		
D	ELECTRICAL WORKS	EW/2		
E	MECHANICAL WORKS	MW/8		
F	PROVISIONAL SUMS	PS / 1		
<b>SUB-TOTAL</b>				
<b>VAT 16%</b>				
<b>GRAND TOTAL (IN KSHS) CARRIED TO FORM OF TENDER</b>				

**Amount in words.** Kenya shillings .....

.....

.....Cents .....

**Tenderer's Signature and stamp**.....

Address .....

.....

Date .....

**Witness Signature** .....

Address .....

Date .....



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PART III - CONDITIONS OF  
CONTRACT AND CONTRACT FORMS

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## SECTION VIII - GENERAL CONDITIONS OF CONTRACT

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

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

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

### General Conditions of Contract

#### A. General

##### 1. Definitions

1.1 Boldface type is used to identify defined terms.

- a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- c) The Adjudicator is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- d) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- e) Compensation Events are those defined in GCC Clause 42 hereunder.
- f) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- g) The Contract is the Contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- h) The Contractor is the party whose Bid to carry out the Works has been accepted by the Procuring Entity.



- i) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Procuring Entity.
- j) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- k) Days are calendar days; months are calendar months.
- l) Day works are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- m) A Defect is any part of the Works not completed in accordance with the Contract.
- n) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.
- o) The Defects Liability Period is the period named in the SCC pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
- p) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- q) The Procuring Entity is the party who employs the Contractor to carry out the Works, as specified in the SCC, who is also the Procuring Entity.
- r) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- s) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- t) The Initial Contract Price is the Contract Price listed in the Procuring Entity's Letter of Acceptance.
- u) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the SCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- v) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- w) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- x) The Project Manager is the person named in the SCC (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- y) SCC means Special Conditions of Contract.
- z) The Site is the area of the works as defined as such in the SCC.

- aa) Site Investigation Reports are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- bb) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- cc) The Start Date is given in the SCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- dd) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- ee) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- ff) A Variation is an instruction given by the Project Manager which varies the Works.
- gg) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Procuring Entity, as defined in the SCC.

## 2. Interpretation

- 1.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 1.2 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 1.3 The documents forming the Contract shall be interpreted in the following order of priority:
  - a) Agreement,
  - b) Letter of Acceptance,
  - c) Contractor's Bid,
  - d) Special Conditions of Contract,
  - e) General Conditions of Contract, including Appendices,
  - f) Specifications,
  - g) Drawings,
  - h) Bill of Quantities<sup>6</sup>, and
  - i) any other document listed in the SCC as forming part of the Contract.

## 2. Language and Law

1.1 The language of the Contract is English Language and the law governing the Contract are the Laws of Kenya.

1.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Procuring Entity's Country when

- a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
- b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

## 2. Project Manager's Decisions

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

## 3. Delegation

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

## 4. Communications

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

## 5. Subcontracting

5.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Procuring Entity in writing. Subcontracting shall not alter the Contractor's obligations.

## 6. Other Contractors

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

## 7. Personnel and Equipment

7.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

7.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in

the Contract.

7.3 If the Procuring Entity, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

## 8. Procuring Entity's and Contractor's Risks

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

## 9. Procuring Entity's Risks

9.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Procuring Entity's risks:

- a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
  - i. use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
  - ii. negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
  
- b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

9.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Procuring Entity's risk except loss or damage due to aa) a Defect which existed on the Completion Date,

bb) an event occurring before the Completion Date, which was not itself a

Procuring Entity's risk, or cc) the activities of the Contractor on the Site after the Completion Date.

## 10. Contractor's Risks

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

## 11. Insurance

11.1 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:

- a) loss of or damage to the Works, Plant, and Materials;
- b) loss of or damage to Equipment;
- c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) personal injury or death.

11.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

11.3 If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may effect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

11.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

11.5 Both parties shall comply with any conditions of the insurance policies.

## 12. Site Data

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

## 13. Contractor to Construct the Works

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

#### 14. The Works to Be Completed by the Intended Completion Date

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

#### 15. Approval by the Project Manager

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

#### 16. Safety

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

#### 17. Discoveries

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

#### 18. Possession of the Site

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

#### 19. Access to the Site

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

## 20. Instructions, Inspections and Audits

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

## 21. Appointment of the Adjudicator

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

## 22. Settlement of Claims and Disputes

### 22.1 Contractor's Claims

- 24.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Project Manager, describing the event or circumstance giving rise to the claim.

The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.

- 24.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clause shall apply.
- 24.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 24.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.
- 24.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
- a) this fully detailed claim shall be considered as interim;
  - b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
  - c) the Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.
- 24.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 24.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause



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

24.1.8 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.

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

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

## 24.2 Amicable Settlement

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

## 24.3 Matters that may be referred to arbitration

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

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

## 24.4 Arbitration

24.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 24.3 shall be finally settled by arbitration.

24.4.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

24.4.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

24.4.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

24.4.5 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

24.4.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

24.i.1 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

24.i.2 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the Works.

24.4.8 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.

## ii. Arbitration with National Contractors

24.5.1 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute,

such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- i) Architectural Association of Kenya
- ii) Institute of Quantity Surveyors of Kenya
- iii) Association of Consulting Engineers of Kenya
- iv) Chartered Institute of Arbitrators (Kenya Branch)
- v) Institution of Engineers of Kenya

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

## 24.6 Alternative Arbitration Proceedings

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

## 24.7 Failure to Comply with Arbitrator's Decision

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

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

## 24.8 Contract operations to continue

- 24.8.1 Notwithstanding any reference to arbitration herein,
- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - b) the Procuring Entity shall pay the Contractor any monies due the Contractor.

## 23. Fraud and Corruption

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

23.2 The Procuring Entity requires the Contractor to disclose any commissions or fees that may or fee.

## B. Time Control

## 24. Program

- 24.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 24.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 24.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC.
- 24.4 If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 24.5 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time.
- 24.6 A revised Program shall show the effect of Variations and Compensation Events.

## 25. Extension of the Intended Completion Date

- 25.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 25.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.
- 25.3 If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

## 26. Acceleration

- 26.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor.
- 26.2 If the Procuring Entity accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.
- 26.3 If the Contractor's priced proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

## 27. Delays Ordered by the Project Manager

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

## 28. Management Meetings

- 28.1 Either the Project Manager or the Contractor may require the other to attend a management meeting.
- 28.2 The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 28.3 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity.
- 28.4 The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

## 29. Early Warning

- 29.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works.

29.2 The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

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

## C. Quality Control

### 30. Identifying Defects

30.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities.

30.2 The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

### 31. Tests

31.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

31.2 If there is no Defect, the test shall be a Compensation Event.

### 32. Correction of Defects

32.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

32.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

### 33. Uncorrected Defects

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

#### D. Cost Control

##### 34. Contract Price<sup>7</sup>

34.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor.

34.2 The Bill of Quantities is used to calculate the Contract Price.

34.3 The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

##### 35. Changes in the Contract Price<sup>8</sup>

35.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.

35.2 The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Entity.

35.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

##### 36. Variations

36.1 All Variations shall be included in updated Programs<sup>9</sup> produced by the Contractor.

36.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager.

36.3 The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

- 36.4 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 36.5 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 36.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 36.7 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation.
- 36.8 If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work<sup>10</sup>.
- 36.9 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract.
- 36.10 The value engineering proposal shall, at a minimum, include the following:
- a) the proposed change(s), and a description of the difference to the existing contract requirements;
  - b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
  - c) a description of any effect(s) of the change on performance/functionality.
- 38.8 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:
- a) accelerate the contract completion period; or
  - b) reduce the Contract Price or the life cycle costs to the Procuring Entity; or
  - c) improve the quality, efficiency, safety or sustainability of the Facilities; or
  - d) yield any other benefits to the Procuring Entity, without compromising the functionality of the Works.
- 38.9 If the value engineering proposal is approved by the Procuring Entity and results in:



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

### 37. Cash Flow Forecasts

37.1 When the Program<sup>11</sup>, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

### 38. Payment Certificates

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

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

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

38.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed<sup>12</sup>.

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

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

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

### 39. Payments

- 39.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 39.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 39.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 39.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

#### 40. Compensation Events

40.1 The following shall be Compensation Events:

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

- j) The effects on the Contractor of any of the Procuring Entity's Risks.
- k) The Project Manager unreasonably delays issuing a Certificate of Completion.

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

40.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed

by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

40.4 The Contractor shall not be entitled to compensation to the extent that the Procuring Entity's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

#### 41. Tax

41.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate.

41.2 The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

#### 42. Currency of Payment

42.1 All payments under the contract shall be made in Kenya Shillings

#### 43. Price Adjustment

Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency.

A separate formula of the type specified below applies:  $P = A + B \frac{I_m}{I_o}$  where:

P is the adjustment factor for the portion of the Contract Price payable.

A and B are coefficients<sup>13</sup> specified in the SCC, representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable and Im is the index prevailing at the end of the month being invoiced and IOC is the index prevailing 30 days before Bid opening for inputs payable.

<sup>11</sup>In lump sum contracts, add “or Activity Schedule” after “Program.”

<sup>12</sup>In lump sum contracts, replace this paragraph with the following: “The value of work executed shall comprise the value of completed activities in the Activity Schedule.”

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

#### 44. Retention

44.1 The Procuring Entity shall retain from each payment due to the Contractor the proportion stated in the SCC until Completion of the whole of the Works.

44.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the

Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

#### 45. Liquidated Damages

45.1 The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

45.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

#### 46. Bonus

46.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the SCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date.

The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

#### 47. Advance Payment

47.1 The Procuring Entity shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity in amounts and currencies equal to the advance payment.

47.2 The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor.

47.3 Interest shall not be charged on the advance payment.

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

47.4 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract.

47.5 The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

49.2 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis.

49.3 No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

#### 50 . Securities

50.1 The Performance Security shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the SCC, by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 day from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond. 51.Dayworks

- 51.1 If applicable, the Day works rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 51.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 51.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.

## 52 Cost of Repairs

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

## E. Finishing the Contract

### 53. Completion

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

### 54. Taking Over

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

### 55. Final Account

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

## 56. Operating and Maintenance Manuals

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

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

## 57. Termination

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

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

- a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- c) the Procuring Entity or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- d) a payment certified by the Project Manager is not paid by the Procuring Entity to the Contractor within 84 days of the date of the Project Manager's certificate;
- e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- f) the Contractor does not maintain a Security, which is required;
- g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC; or
- h) if the Contractor, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site

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

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

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

## 58. Payment upon Termination

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

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

## 59 Property

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

## 60. Release from Performance

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



## SECTION IX - SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>A. General</b>	
GCC 1.1. (o)	The defects liability period <b>180 Days From Date Of Completion Of Works</b>
GCC 1.1. (q)	The Procuring Entity is <b>Kenya Film Classification Board P.O Box 44226-00100, Nairobi</b>
GCC 1.1. (u)	The Intended Completion Date for the whole of the Works shall be <b>(16) Sixteen Weeks From The Date Of Contract Signing</b>
GCC 1.1. (x)	The Project Manager is <b>Regional Works Officer-Nairobi Region P.O.Box 42267 -00100 Nairobi</b>
GCC 1.1. (z)	<b>The Site is located at Kenya Film Classification Board 14<sup>th</sup> and 15<sup>th</sup> Floors Uchumi House Aga Khan Walk Nairobi.</b>
GCC 1.1. (cc)	<b>The Start Date shall be handing over date after signing contract</b>
GCC 1.1. (gg)	The Works consists of [1] Office partitioning 2) Equipping of mini-Theatre.
GCC 2.2	Sectional Completions are: N/A
GCC 2.23. (i)	Any other documents listed as per ITT13.1 (H) AND ITT 13.2
GCC 5.1	The Project manager <b>[may not]</b> delegate any of his duties and responsibilities
GCC 8.1	Schedule of other contractors: The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the Schedule of Other Contractors,

GCC 9.1	<p>Key Personnel GCC 9.1 Is replaced with the following: 9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Special Conditions of Contract.</p> <p>The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager.</p> <p>The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.\</p> <p>[insert the name/s of each Key Personnel agreed by Procuring Entity prior to Contract signature.]</p>
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plants and Materials: shs 1,000,000. (b) for loss or damage to Equipment: shs.1,000,000 (c) for loss or damage to property(except the Works, Plant, Materials and Equipment) in connection with Contract shs.1,000,000 (d) for personal injury or death: (1) of the Contractor's employees: shs.1,000,000 (2) of other people: shs.1,000,000</p>
GCC 14.1	Site Data are: as per specifications
GCC 20.1	The Site Possession Date(s) shall be handing over date after signing of contract
GCC 46	Retention :as per project managers estimates
GCC 49.1	<p>The Advance payments shall be</p> <p>SECTION 147. (1) OF PPADA 2015 Under exceptional circumstances advance payment may be granted and shall not exceed twenty per cent (20 %) of the price of the tender and shall be paid upon submission by the successful tenderer to the procuring entity of an advance payment security equivalent to the advance itself and that security shall be given by a reputable bank or any authorized financial institution issued by a corresponding bank in Kenya recognized by the Central Bank of Kenya, in case the successful tenderer is a foreigner.</p> <p>SECTION 136. (4) OF PPADR 2020 The contractor shall confirm in writing that the advance payment shall only be used for purposes of the contract.</p>
GCC 50.1	<p>Performance Securities amount is Shall Be (1%)one Percent of the Contract Sum</p> <p>SECTION 135. (3) OF PPADR 2020,) Where performance security for goods, works and non- consultancy services for women, youth and persons with disabilities and other disadvantaged groups is required, the performance security shall not exceed one per cent of the contract sum.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 23.1 & 23.2	Appointing Authority for the Adjudicator: PPRA
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within [7] days from the date of the Letter of Acceptance
GCC 26.3	The period between Program updates is [7] days  The amount to be withheld for late submission of an updated Program is [Project Manager to determine].
C. Quality Control	
GCC 34.1	The Defects Liability Period is: [180] days from date of completion [6months}
D. Cost Control	
GCC 38.9	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be _% (insert appropriate percentage. The Percentage is normally up to 50%) of the reduction in the Contract Price
GCC 44.1	The currency of the Procuring Entity's Country is: [Kenya shillings )
GCC 45.1	The Contract ["is not"] subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients [ "does not"] apply.
GCC 46.1	The proportion of payments retained is: [10 percent ].
GCC 47.1	The Liquidated damages for the whole of the Works are [0.10 percent per day of the final Contract Price] per day.  The maximum amount of liquidated damages for the whole of the Works is [10 percent ] of the final Contract Price.
GCC 48.1	The Bonus for the whole of the Works is [nil of final Contract Price] per day.  The maximum amount of Bonus for the whole of the Works is nil percentage] of the final Contract Price

**FORM NO 1: NOTIFICATION OF INTENTION TO AWARD**

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

-----FORMAT

1. For the attention of Tenderer's Authorized Representative

*i)* Name: [insert Authorized Representative's name] *ii)*

Address: [insert Authorized Representative's Address]

*iii)* Telephone: [insert Authorized Representative's telephone/fax numbers]

*iv)* Email Address: [insert Authorized Representative's email address]

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

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

This Notification is sent by (Name and designation) \_\_\_\_\_

3. Notification of Intention to Award

*i)* Procuring Entity: [insert the name of the Procuring Entity]

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

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

*iv)* Country: [insert country where ITT is issued]

*v)* ITT No: [insert ITT reference number from Procurement Plan]

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

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

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

The successful tenderer

*i)* Name of successful Tender *ii)* Address of the successful Tender *iii)* Contract

price of the successful Tender Kenya Shillings \_\_\_\_\_ (~~in words~~)

b) Other Tenderers \_\_\_\_\_

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

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. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
  - i) Attention: [insert full name of person, if applicable] ii) Title/position: [insert title/position] ii) Agency: [insert name of Procuring Entity] iii) Email address: [insert email address]
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

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

[insert name of Procuring Entity] iv) Email address:

[insert email address]

- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website [info@ppra.go.ke](mailto:info@ppra.go.ke) or [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke). You should read these documents before preparing and submitting your complaint.
- e) There are four essential requirements:
  - i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
  - ii) The complaint can only challenge the decision to award the contract.
  - iii) You must submit the complaint within the period stated above.
  - iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

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

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

Signature \_\_\_\_\_ Name: \_\_\_\_\_

Title/position \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**FORM NO 2: NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE**

[letterhead paper of the Procuring Entity] [date]

To: [name and address of the Contractor]

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

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

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Procuring Entity.....

Attachment: ..... Contract Agreement.....

**FORM NO 3: CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "the Procuring Entity"), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "the Contractor"), of the other part:

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

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - a) the Letter of Acceptance
  - b) the Letter of Tender
  - c) the addenda Nos \_\_\_\_\_ (if any)
  - d) the Special Conditions of Contract
  - e) the General Conditions of Contract;
  - f) the Specifications

- g) the Drawings; and
- h) the completed Schedules and any other documents forming part of the contract.

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed and sealed by \_\_\_\_\_ (for the Procuring Entity)

Signed and sealed by \_\_\_\_\_ (for the Contractor).



**FORM NO. 4 - PERFORMANCE SECURITY**

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: \_\_\_\_\_ [insert name and Address of Procuring Entity] Date: \_\_\_\_\_

[Insert date of issue]

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

1. We have been informed that \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "the Contractor") has  
entered into Contract No. \_\_\_\_\_ dated  
\_\_\_\_\_ with (name of Procuring Entity)  
\_\_\_\_\_ (the Procuring Entity as the Beneficiary), for  
the  
execution of  
  
\_\_\_\_\_ (Hereinafter called "the Contract").

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

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of

\_\_\_\_\_ <sup>1</sup>  
(in words ), 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.....<sup>2</sup>, 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.

**FORM No. 5 - PERFORMANCE SECURITY**

[Option 2- Performance Bond]

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

[Guarantor letterhead or SWIFT identifier code]

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

PERFORMANCE BOND No.:

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

1. By this Bond \_\_\_\_\_ as Principal (hereinafter called "the Contractor") and \_\_\_\_\_ [as Surety (hereinafter called "the Surety"), are held and \_\_\_\_\_ firmly bound unto \_\_\_\_\_ as Oblige (hereinafter called "the Procuring Entity") in the amount of \_\_\_\_\_ fo

r the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

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

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

4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day\_of \_\_\_\_\_ 20\_.

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

**FORM NO. 6 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]**

[Guarantor letterhead]

Beneficiary: \_\_[Insert name and Address of Procuring Entity]

Date: \_\_\_\_\_[Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: \_\_[Insert guarantee reference number] Guarantor: \_\_\_\_\_  
[Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that \_\_\_\_\_(hereinafter called "the Contractor") has entered into Contract No. \_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_(In words) is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_(in words \_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
  - a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
  - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number \_\_\_ at \_\_\_.
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less \_\_\_\_\_ 2 \_\_\_\_\_ whichever provisional sums, has been certified for payment, or on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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.

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**FORM NO. 7 - RETENTION MONEY SECURITY**

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: [Insert name and Address of Procuring Entity]

Date: [Insert date of issue]

Advance payment guarantee no. [Insert guarantee reference number]

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

1. We have been informed that \_\_\_\_\_ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Contractor") has entered into Contract No.

\_\_\_\_\_ [insert reference number of the contract] dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ [insert name of contract and brief description of Works] (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of [insert the second half of the Retention Money] is to be made against a Retention Money guarantee.

3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] \_\_\_\_\_ ([insert amount in words \_]) upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has

been credited to the Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_ [insert name and address of Applicant's bank].

5. This guarantee shall expire no later than the .....Day of .....

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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.