



COUNTY GOVERNMENT OF ELGEYO MARAKWET

P.O. BOX 220- 30700

ITEN.

STANDARD TENDER DOCUMENT

FOR

**PROPOSED CONSTRUCTION OF ITEN DISASTER
MANAGEMENT CENTRE, IMPROVEMENT OF DRAINAGE AND
WALK-WAYS, SUPPLY AND DELIVERY OF REFUSE
COLLECTION COMPACTOR TRUCK, SUPPLY AND DELIVERY
OF FABRICATED SKIP CONTAINERS AND FABRICATE, SUPPLY
AND INSTALL LITTER BINS AT ITEN MUNICIPALITY**

CONTRACT NO: EMC /LANDS/KUSP/836930/2020-2021

STANDARD TENDERING DOCUMENT

PROCUREMENT OF WORKS

Small Works

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ABBREVIATIONS AND ACRONYMS

CDS	Contract Data Sheet
GCC	General Conditions of Contract
IFT	Invitation for Tender
ITT	Instruction to Tenderers
PE	Procuring Entity
PM	Project Manager
PPDA 2005	Public Procurement and Disposal Act, 2005
PPDR 2006	Public Procurement and Disposal Regulations, 2006
PPOA	Public Procurement Oversight Authority
STD	Standard Tender Documents
SOR	Statement of Requirements
SP	Service Provider
TDS	Tender Data Sheet
VAT	Value Added Tax

INTRODUCTION

- 1.1 Procurement for works under public-financed projects is carried out in accordance with policies and procedures laid down in The Public Procurement and Disposal Act 2005 and The Public Procurement and Disposal Regulations 2006.
- 1.2 This Standard Tendering Document (SBD) for procurement of works has been prepared for use by the Procuring Entities in Kenya in the procurement of Works through National Competitive Tendering (NCB) procedures.
- 1.3 This SBD is mandatory for use in works contracts of a value not exceeding KShs.200 million, as defined in The Public Procurement and Disposal Act 2005 and The Public Procurement and Disposal Regulations 2006.
- 1.4 The following guidelines should be observed when using the document:
 - (i). Specific details should be furnished in the Invitation for Tenders and in the Contract Data Sheet (where applicable). The Tender document issued to Tenderers should not have blank spaces or options;
 - (ii). The Instructions to Tenderers and the General Conditions of Contract should remain unchanged. Any necessary amendments to these parts should be made through the Tender Data Sheet and Contract Data Sheet respectively;
 - (iii). Information contained in the Invitation for Tenders shall conform to the data and information in the Tender documents to enable prospective Tenderers to decide whether or not to participate in the Tender and shall indicate any important Tender requirements;
 - (iv). The Invitation for Tenders shall be as an advertisement in accordance with the regulations or a letter of invitation addressed to Tenderers who have been prequalified following a request for prequalification.
- 1.5 The cover of the document shall be modified to include:
 - a. Tender number;
 - b. Tender name;
 - c. Name of Procuring Entity;

INVITATION FOR TENDERS (IFT)

Tender reference no. EMC/LANDS/836930/2020-2021.

Tender Name: PROPOSED CONSTRUCTION OF ITEN DISASTER MANAGEMENT CENTRE,IMPROVEMENT OF DRAINAGE AND WALK-WAYS,SUPPLY AND DELIVERY OF REFUSE COLLECTION COMPACTOR TRUCK ,SUPPLY AND DELIVERY OF FABRICATED SKIP CONTAINERS AND FABRICATE,SUPPLY AND INSTALL LITTER BINS AT ITEN MUNICIPALITY

The (procuring entity) invites sealed tenders for the construction of **PROPOSED CONSTRUCTION OF ITEN DISASTER MANAGEMENT CENTRE,IMPROVEMENT OF DRAINAGE AND WALK-WAYS,SUPPLY AND DELIVERY OF REFUSE COLLECTION COMPACTOR TRUCK ,SUPPLY AND DELIVERY OF FABRICATED SKIP CONTAINERS AND FABRICATE,SUPPLY AND INSTALL LITTER BINS AT ITEN MUNICIPALITY**

- 1.2 Interested eligible candidates may obtain further information and inspect tender documents (and Obtain additional information) at County Government of Elgeyo Marakwet Procurement Office P.o Box 220 Iten during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates at the county Website www.elgeyomarakwet.go.ke.
- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 180 days from the closing date of tender.
- 1.5 Completed tender documents are to be submitted by the winning bidder after receiving a notification letter with Tender name and reference number
- 1.6 **Tenders will automatically close in IFMIS**

For (Accounting Officer/Procuring Entity)

County Government of Elgeyo Marakwet Tender document for

kusp 2020-2021

REPUBLIC OF KENYA 7

**COUNTY GOVERNMENT OF ELGEYO MARAKWET.
OFFICE OF THE CEC LANDS, WATER, ENVIRONMENT AND CLIMATE
CHANGE(ITEN MUNICIPALITY)**



P.O BOX 220-30700, ITEN

**TENDER NOTICE-DEPARTMENT OF LANDS, WATER, ENVIRONMENT AND
CLIMATE CHANGE(ITEN MUNICIPALITY)**

The County Government of ElgeyoMarakwet hereby invites **Qualified Contractors** for the execution and completion of the works/services listed below as from 29th**DEC 2020**. The Contractors must fulfill all Government of Kenya statutory requirements and all other conditions and requirements indicated below.

KUSP PROJECTS FY 2020-2021

LANDS, WATER, ENVIRONMENT AND CLIMATE CHANGE(ITEN MUNICIPALITY)KUSP PROJECTS									
S/N O	CONTRACT NO:	DESCRIPTION	WARD	REGISTRATI ON CATEGORY, NCA	ELIGIBLE CONTRACTORS	PROJECT ESTIMATES	SITE VISIT DATES	CLOSING DATE	NEGOTIATION NUMBER
1	EMC/LANDS/KUSP/836 930/2020-2021	PROPOSED CONSTRUCTION OF ITEN DISASTER MANAGEMENT CENTRE	ITEN MUNICIPAL ITY	VALID NCA 3 and above for building works	OPEN TENDER NATIONAL	32,000,000	No- mandatory site visit-but bidders to visit the site on their own	29/12/2020 AT 10.00 AM	836930
		IMPROVEMENT OF DRAINAGE AND WALK-WAYS	ITEN MUNICIPAL ITY	VALID NCA 3 and above for road works	OPEN TENDER NATIONAL	47,898,101	No- mandatory site visit-but bidders to visit the site on their own	29/12/2020 AT 10.00 AM	836930
		SUPPLY AND DELIVERY OF REFUSE COLLECTION COMPACTOR TRUCK	ITEN MUNICIPAL ITY			9,800,000		29/12/2020 AT 10.00 AM	836930
		SUPPLY AND DELIVERY OF FABRICATED SKIP CONTAINERS	ITEN MUNICIPAL ITY		OPEN TENDER NATIONAL	2,400,000		29/12/2020 AT 10.00 AM	836930
		FABRICATE,SUPPLY AND INSTALL LITTER BINS AT ITEN MUNICIPALITY.	ITEN MUNICIPAL ITY			1,200,000		29/12/2020 AT 10.00 AM	836930

NOTE

-
- Contractors should log into the IFMIS Supplier Portal- 9 (<http://www.supplier.treasury.go.ke>) using their user name and password
 - Bidders should use the IFMIS Negotiation Number indicated above to access each tender.
 - Bidders should check **Tender requirements** for both **Mandatory & Technical** of **each Tender** before responding.
 - Download the attached Bill of Quantities, Form of tender & Business questionnaire
 - **ALL TENDERS ARE STRICTLY SUBMITTED ONLINE THROUGH IFMIS SYSTEM.**
 - Bidders **MUST READ** the Conditions of the contract in the tender document uploaded.

N/B- FOR BACK UP PURPOSE ONLY a complete serialized tender documents should be submitted in a sealed plain envelop clearly marked with tender document number and deposited in the tender box situated at the **Entrance to county treasury** or addressed as below and posted to the undersigned;

County secretary,

ElgeyoMarakwet County Government

P.o Box 220-30700, ITEN

So as to reach on or before **Tuesday 29th Dec, 2020 at 10.00AM**

- **SITE VISIT- There shall be No mandatory site visit in view of the Covid -19 pandemic**-however interested bidders are free to visit the sites on their own to familiarize themselves with the sites of the intended works.
- Only bidders registered in the category as indicated above will be considered shall bid for respective tender .
- Directors bidding under different companies for the same tender shall be disqualified
- Any form of canvassing will lead to disqualification

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- **Observe social Distance during site visits. Stay safe** 10

N/B-All submitted documents may be verified from the issuing organization. THE COUNTY GOVERNMENT OF ELGEYO MARAKWET reserves the right to verify all submitted documents.

EVALUATION CRITERIA:

Evaluation will be done as per the provisions of the evaluation criteria stated below: -

- 1) ***Mandatory Requirements (MR):*** At this stage, the bids submission would either be responsive or non-responsive.

The non- responsive submissions would be eliminated from the entire evaluation process and will not be considered further.

- 2) ***Technical Evaluation:*** This shall be conducted based on the documents submitted demonstrating proof of past experience and financial capability of the bidder and other tender requirements.

- 3) ***Financial Evaluation:*** The system will calculate automatically.

DIRECTOR SUPPLY CHAIN MANAGEMENT

FOR: COUNTY SECRETARY

SECTION II: INSTRUCTIONS¹²TO TENDERERS (ITT)

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Introduction

- Scope of Tender**
- 1.1** The Procuring Entity indicated in the **Tender Data Sheet** (TDS) invites Tenders for the construction of works as specified in the **Tender Data Sheet** and Sections VI (Technical Specifications) and VII (Drawings).
 - 1.2** The successful Tenderer will be expected to complete the works by the required completion date specified in the **Tender Data Sheet**.
 - 1.3** The objectives of the works are listed in the **Tender Data Sheet**. These are mandatory requirements. Any subsequent detail is offered to support these objectives and must not be used to dilute their importance.

- Source of Funds**
- 2.1** The Government of Kenya has set aside funds for the use of the Procuring Entity named in the **Tender Data Sheet** during the Financial Year indicated in the **Tender Data Sheet**. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the works as described in the **Tender Data Sheet**.

Or

The Government of Kenya through Procuring Entity named in the **Tender Data Sheet** has applied for/received/ intends to apply for a [loan/credit/grant] from the financing institution named in the **Tender Data Sheet** towards the cost of the Project named in the **Tender Data Sheet**. The Government of Kenya intends to apply a part of the proceeds of this [loan/credit/grant] to payments under the Contract described in the **Tender Data Sheet**.

- 2.2** Payments will be made directly by the Procuring Entity (or by financing institution specified in the **Tender Data Sheet** upon request of the Procuring Entity to so pay) and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.

- Eligible Tenderers**
- 3.1** A Tenderer may be a natural person, private or public company, government-owned institution, subject to sub-Clause 3.4 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the **Tender Data Sheet**, all parties shall be jointly and severally liable.
 - 3.2** The Invitation for Tenders is open to all suppliers as defined in the Public Procurement and Disposal Act, 2005 and the Public Procurement and Disposal Regulations, 2006 except as provided hereinafter.
 - 3.3** National Tenderers shall satisfy all relevant licensing and/or registration with the appropriate statutory bodies in Kenya, such as the Ministry of Public Works or the Energy Regulatory Commission.

3.4 A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:

- a) Are associated or have been associated in the past directly or indirectly with employees or agents of the Procuring Entity or a member of a board or committee of the Procuring Entity;
- b) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the works under this Invitation for Tenders;
- c) Have controlling shareholders in common; or
- d) Receive or have received any direct or indirect subsidy from any of them; or
- e) Have the same legal representative for purposes of this Tender; or
- f) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
- g) Submit more than one Tender in this Tendering process, However, this does not limit the participation of subcontractors in more than one Tender, or as Tenderer and subcontractor simultaneously.

3.5 A Tenderer will be considered to have a conflict of interest if they participated as a consultant in the preparation of the design or technical specification of the project and related services that are the subject of the Tender.

3.6 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Kenya in accordance with GCC sub-Clause 3.2.

3.7 Government owned enterprises in Kenya may participate only if they are legally and financially autonomous, if they operate under commercial law, are registered by the relevant registration board or authorities and if they are not a dependent agency of the Government.

3.7 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

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- One Tender per Tenderer**
- 4.1** A firm shall submit only one Tender, in the same Tendering process, either individually as a Tenderer or as a partner in a joint venture pursuant to ITT Clause 5.
- 4.2** No firm can be a subcontractor while submitting a Tender individually or as a partner of a joint venture in the same Tendering process.
- 4.3** A firm, if acting in the capacity of subcontractor in any Tender, may participate in more than one Tender but only in that capacity.
- 4.4** A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the Tenders in which the Tenderer has participated to be disqualified.
- Alternative Tenders by Tenderers**
- 5.1** Tenderers shall submit offers that comply with the requirements of the Tendering documents, including the basic Tenderer's technical design as indicated in the specifications and Drawings and Bill of Quantities. Alternatives will not be considered, unless specifically allowed for in the **Tender Data Sheet**. If so allowed, sub-Clause 5.2 and 5.3 shall govern.
- 5.2** When alternative times for completion are explicitly invited, a statement to that effect will be included in the **Tender Data Sheet** as will the method of evaluating different times for completion.
- 5.3** If so allowed in the **Tender Data Sheet**, Tenderers wishing to offer technical alternatives to the requirements of the Tendering documents must also submit a Tender that complies with the requirements of the Tendering documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the Procuring Entity.
- Cost of Tendering**
- 6.1** The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
- Site Visit and Pre-Tender Meeting**
- 7.1** The Tenderer, at the Tenderer's own responsibility and risk, is advised to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 7.2** The Procuring Entity may conduct a site visit and a pre-Tender meeting. The purpose of the pre-Tender meeting will be to clarify issues and to answer questions on any matter that may be raised at

that stage.

- 7.3** The Tenderer's designated representative is invited to attend a site visit and pre-Tender meeting which, if convened, will take place at the venue and time stipulated in the **Tender Data Sheet**.
- 7.4** The Tenderer is requested as far as possible, to submit any questions in writing or by electronic means to reach the procuring Entity before the pre-Tender meeting. It may not be practicable at the meeting to answer all questions, but questions and responses will be transmitted in accordance with sub-Clause 7.5.
- 7.5** Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given together with any responses prepared after the pre-Tender meeting will be transmitted within the time stated in the **Tender Data Sheet** to all purchasers of the Tendering documents. Any modification of the Tendering documents listed in sub-Clause 8.1 that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT sub Clause 10.2 and not through the minutes of the pre-Tender meeting.
- 7.6** Non attendance during the site visit or pre-Tender meeting will not be a cause for disqualification of a Tenderer unless specified to the contrary in the **Tender Data Sheet**.

Tendering Documents

Content of 8.1 Tendering Documents 8.1 The works required, Tendering procedures, and contract terms are prescribed in the Tendering Documents. In addition to the Section I Invitation for Tenders, Tendering documents which should be read in conjunction with any addenda issued in accordance with ITT sub Clause 10.2 include:

- Section II Instructions to Tenderers
- Section III Tender Data Sheet
- Section IV General Conditions of Contract
- Section V Contract Data Sheet
- Section VI Specifications
- Section VII Drawings
- Section VIII Bill of Quantities
- Section IX Forms of Tender
 - Form of Tender
 - Appendix to Tender
 - Confidential Business Questionnaire
 - Integrity Declaration
 - Letter of Acceptance
 - Form of Contract Agreement
- Section X Forms of Security
 - Tender Security Form
 - Tender Securing Declaration

- Performance Bank or Insurance Guarantee
- Advance Payment Guarantee

Section XI Form RB 1 Application to Public Procurement
Administrative Review Board

- 8.2** The number of copies to be completed and returned with the Tender is specified in the **Tender Data Sheet**.
- 8.3** The Invitation for Tenders (Section I) issued by the Procuring Entity is not part of the Tendering Documents and is included for reference purposes only. In case of discrepancies between the Invitation for Tenders and the Tendering Documents listed in sub-Clause 8.1 above, the said Tendering Documents will take precedence.
- 8.4** The Procuring Entity is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from the authorized staff of the Procuring Entity.
- 8.5** The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering documents. Failure to furnish all information required by the Tendering Documents or to submit a Tender substantially responsive to the Tendering documents in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.

**Clarification of
Tendering
Documents**

- 9.1** A prospective Tenderer requiring any clarification of the Tendering documents may notify the Procuring Entity in writing, e-mail or facsimile at the Procuring Entity's address indicated in the **Tender Data Sheet**.
- 9.2** The Procuring Entity will within the period stated in the **Tender Data Sheet** respond in writing to any request for clarification provided that such request is received no later than the period indicated in the **Tender Data Sheet** prior to the deadline for the submission of Tenders prescribed in sub-Clause 22.1.
- 9.3** Copies of the procuring entity's response will be forwarded to all Purchasers of the Tendering documents, including a description of the inquiry, but without identifying its source.
- 9.4** Should the Procuring Entity deem it necessary to amend the Tendering documents as a result of a clarification, it shall do so following the procedure under ITT Clause 10.

**Amendments of
the
Tendering
Documents**

- 10.1** Before the deadline for submission of Tenders, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tendering documents by issuing addenda.
- 10.2** Any addendum issued shall be part of the Tender documents pursuant to sub-Clause 8.1 and shall be communicated in writing,

by e-mail or facsimile to all who have obtained the Tendering documents directly from the Procuring Entity.

- 10.3** In order to allow prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity at its discretion shall extend, as necessary, the deadline for submission of Tenders, in accordance with sub-Clause 22.2

Preparation of Tenders

- Language of Tender** **11.1** The Tender, and all correspondence and documents related to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the Tender language stipulated in the **Tender Data Sheet**. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the Tender, the translation shall prevail.

- Documents Constituting the Tender** **12.1** The Tender submitted by the Tenderer shall consist of the following components:
- a) The Form of Tender (in the format indicated in Section IX) completed in accordance with ITT Clause 15, 16 and 17;
 - b) Information requested by Instructions to Tenderers ITT sub-Clause 13.2; 13.3 and 13.4;
 - c) Tender Security or Tender Securing Declaration in accordance with Instructions to Tenderers ITT Clause 19;
 - d) Priced Bill of Quantities;
 - e) Qualification Information Form and Documents;
 - f) Alternative offers where invited in accordance with Instructions to Tenderers ITT Clause 5;
 - g) Written confirmation authorizing the signatory of the Tender to commit the Tenderer in accordance with Instructions to Tenderers ITT sub Clause 19.2; and
 - h) And any information or other materials required be completing and submitting by Tenderers, as specified in the **Tender Data Sheet**.

- Documents** **13.1** Pursuant to ITT Clause 13, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's

**Establishing
Eligibility and
Qualifications of
the Tenderer**

eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.

13.2 In the event that pre-qualification of potential Tenderers has been undertaken, only Tenders from pre-qualified Tenderers will be considered for award of contract. These qualified Tenderers should submit their Tenders with any information updating the original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission. The update or confirmation should be provided in Section IX.

13.3 If the Procuring Entity has not undertaken pre-qualification of potential Tenderers, to qualify for award of the contract, Tenderers shall meet the minimum qualifying criteria specified in the **Tender Data Sheet**:

13.4 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **Tender Data Sheet**:

- a) The Tender shall include all the information listed in the **Tender Data Sheet** pursuant to sub-Clause 13.3 above for each joint venture partner;
- b) The Tender shall be signed so as to be legally binding on all partners;
- c) One of the partners will be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- d) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of a joint venture and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;
- e) All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under (c) above as well as in the Tender and in the Agreement (in case of a successful Tender); and
- f) A copy of the joint venture agreement entered into by all partner shall be submitted with the Tender. Alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Tender shall be signed by all partners and submitted with the Tender, together with a copy of the proposed

Agreement.

- g) The Tender Security and Tender Securing Declaration as stated in accordance with ITT Clause 19, and in case of a successful Tender, the Agreement, shall be signed so as to be legally binding on all partners.

- | | | |
|--------------------------|-------------|---|
| Lots Package | 14.1 | When Tendering for more than one contract under the lots arrangements, the Tenderer must provide evidence that it meets or exceeds the sum of all the individual requirements for the lots being tendered in regard to: <ul style="list-style-type: none"> a) Average annual turnover; b) Particular experience including key production rates; c) Financial means, etc; d) Personnel capabilities; and e) Equipment capabilities. |
| | 14.2 | In case the Tenderer fail to fully meet any of these criteria, it may be qualified only for those lots for which the Tenderer meets the above requirement. |
| Form of Tender | 15.1 | The Tenderer shall fill the Form of Tender furnished in the Tendering Documents. The Form of Tender must be completed without any alterations to its format and no substitute shall be accepted. |
| Tender Prices | 16.1 | The Contract shall be for the whole Works, as described in sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer. |
| | 16.2 | The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Bill of quantities. |
| | 16.3 | All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 15 days prior to the deadline for submission of Tenders, shall be included in the rates, prices and total Tender price submitted by the Tenderer. |
| | 16.4 | The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract if provided for in the Tender Data Sheet and the provisions of the Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Contract Data Sheet . |
| Tender Currencies | 17.1 | The unit rates and prices shall be quoted by the Tenderer in the currency as specified in the Tender Data Sheet . |

- 17.2** Tenderers shall indicate details of their expected foreign currency requirements in the Tender, if any. The rates of exchange to be used by the Tenderers in arriving at the local currency equivalent shall be the selling rates for similar transactions established by the authority specified in the **Tender Data Sheet** prevailing on the date 28 days prior to the latest deadline for submission of Tenders. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Tenderer. In any case, payments will be computed using the rates quoted in the Tender.
- 17.3** Tenderers may be required by the Procuring Entity to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices and in the Contract Data Sheet are reasonable and responsive to sub-Clause 17.1.
- Tender Validity Period** **18.1** Tenders shall remain valid for the period specified in the **Tender Data Sheet** after the Tender submission deadline prescribed by the Procuring Entity, pursuant to ITT Clause 22. A Tender valid for a shorter period shall be rejected by the Procuring Entity as non responsive.
- 18.2** In exceptional circumstances, prior to expiry of the original Tender validity period, the Procuring Entity may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting its Tender Security or causing to be executed its Tender Securing declaration. A Tenderer agreeing to the request will not be required or permitted to otherwise modify the Tender, but will be required to extend the validity of its Tender Security or Tender Securing declaration for the period of the extension, and in compliance with ITT Clause 19 in all respects.
- 18.3** In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price will be increased by a factor specified in the request for extension. The Tender evaluation shall be based on the Tender price without taking into consideration on the above correction.
- Tender Security and Tender Securing Declaration** **19.1** Pursuant to ITT Clause 12, where required in the **Tender Data Sheet**, the Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the amount and currency specified in the **Tender Data Sheet** . A Tender Securing Declaration as specified in the **Tender Data Sheet** in the format provided in section X shall be provided as a mandatory requirement.
- 19.2** The Tender Security or Tender Securing Declaration is

required to protect the Procuring Entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT sub-Clause 19.9.

19.3 The Tender Security shall be denominated in the currency of the Tender and shall be in one of the following forms:

- a) Cash;
- b) A Bank Guarantee;
- c) An Insurance Bond issued by an insurance firm approved by the PPOA located in Kenya;
- d) An irrevocable letter of credit issued by a reputable bank.

19.4 The Tender Security shall be in accordance with the Form of the Tender Security included in Section X or another form approved by the Procuring Entity prior to the Tender submission.

19.5 The Tender Security shall be payable promptly upon written demand by the Procuring Entity in case any of the conditions listed in sub-Clause 19.8 are invoked.

19.6 Any Tender not accompanied by a Tender Security in accordance with sub-Clauses 19.1 or 19.3 shall be rejected by the Procuring Entity as non-responsive, pursuant to ITT Clause 28.

19.7 The Procuring Entity shall immediately release any Tender Security if:

- a) The procuring proceedings are terminated;
- b) The Procuring Entity determines that none of the submitted Tenders is responsive;
- c) A contract for the procurement is entered into.

19.8 The Tender Security shall be forfeited and the Tender Securing Declaration executed if the Tenderer:

- a) Withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which Tenders must remain valid;
- b) Rejects a correction of an arithmetic error pursuant to sub-Clause 29.2;
- c) Refuse to enter into a written contract in accordance with ITT Clause 40;

d) Fails to furnish the Performance Security in accordance with ITT Clause 41.

19.9 The Tender Security and Tender Securing Declaration of a joint venture must be in the name of the joint venture submitting the Tender.

19.10 A Tenderer shall be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time indicated in the Tender Securing Declaration:

a) If the Tenderer withdraws its Tender, except as provided in ITT sub-Clauses 18.2 and 29.2; or

b) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:

(i) Sign the contract; or

(ii) Furnish the required Performance Security.

Format and Signing of Tender

20.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT Clause 12 of these Instructions to Tenderers, with the Form of Tender, and clearly marked “**ORIGINAL**”. In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **Tender Data Sheet**, and clearly marked as “**COPIES**”. In the event of discrepancy between them, the original shall prevail.

20.2 The original and all copies of the Tenders shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **Tender Data Sheet** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be initialled by the person or persons signing the Tender.

20.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the Tender.

20.4 The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender and to contract execution if the Tenderer is awarded the contract

Submission of Tenders

- Sealing and Marking of Tenders**
- 21.1** The Tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 21.2** The inner and outer envelopes shall:
- a) Be addressed to the Procuring Entity at the address given in the **Tender Data Sheet**; and
 - b) Bear the Project name indicated in the **Tender Data Sheet**, the Invitation for Tenders (IFB) title and number indicated in the **Tender Data Sheet**, and a statement: “**DO NOT OPEN BEFORE,**” to be completed with the time and the date specified in the **Tender Data Sheet**, pursuant to ITT sub-Clause 22.1.
- 21.3** In addition to the identification required in sub-Clause 21.2, the inner envelopes shall also indicate the name and address of the Tenderer to enable the Tender be returned unopened in case it is declared late, pursuant to sub-Clause 22.1 and for matching purpose under ITT Clause 23
- 21.4** If the outer envelope is not sealed and marked as required by ITT sub clause 21.2, the Procuring Entity shall assume no responsibility for misplacement or premature opening of the Tender.
- Deadline for Submission of Tenders**
- 22.1** Tenders shall be received by the Procuring Entity at the address specified under ITT sub-Clause 21.2 no later than the date and time specified in the **Tender Data Sheet**.
- 22.2** The Procuring Entity may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tendering documents in accordance with ITT Clause 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be subject to the new deadline.
- 22.3** The extension of the deadline for submission of Tenders shall not be made later than the period specified in the **Tender Data Sheet** before the expiry of the original deadline.
- Late Tenders**
- 23.1** The Procuring Entity shall not consider for evaluation any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT Clause 22.
- 23.2** 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
- Modification,**
- 24.1** A Tenderer may modify or substitute or withdraw its Tender after it has been submitted, provided that written notice of the

**Substitution
and
Withdrawal of
Tenders**

modification, including substitution or withdrawal of the Tender, is received by the Procuring Entity prior to the deadline prescribed for submission of Tenders prescribed under ITT sub-Clause 22.1.

- 24.2** The Tenderer's modification or substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITT Clauses 20 and 21 with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**SUBSTITUTION**" or "**WITHDRAWAL**" as appropriate. The notice may also be sent by electronic mail and facsimile, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tenders.
- 24.3** No Tender may be withdrawn, replaced 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 Tender Form. Withdrawal of a Tender during this interval shall result in the Tenderer's forfeiture of its Tender Security or execution of Tender Securing Declaration, pursuant to the ITT sub-Clause 19.9.
- 24.4** Withdrawal of a Tender between the deadline for submission of Tenders and the expiration of the period of Tender validity specified in the **Tender Data Sheet** or as extended pursuant to sub-Clause 22.2 shall result in the forfeiture of the Tender Security and execution of Tender Securing Declaration pursuant to ITT sub-Clause 19.9.
- 24.5** Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this Clause, or included in the original Tender submission.

Opening and Evaluation of Tenders

- Opening of Tenders** **25.1** The Procuring Entity will open all Tenders including modifications, substitution or withdraw notices made pursuant to ITT Clause 24, in public, in the presence of Tenderers or their representatives who choose to attend and other parties with legitimate interest and Tender proceedings, at the place on the date and at time specified in the **Tender Data Sheet**. The Tenderers' representatives who are present shall sign a register as proof of their attendance.
- 25.2** Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 24 shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. Subsequently, all

envelopes marked "**MODIFICATION**" shall be opened and the submissions therein read out in appropriate detail. Thereafter all envelopes marked or "**SUBSTITUTION**" opened and the submissions therein read out in appropriate detail.

25.3 All other envelopes shall be opened one at a time. The Tenderers' names, the Tender prices, the total amount of each Tender and of any alternative Tender (if alternatives have been requested or permitted), any discounts, the presence or absence of Tender security, and such other details as the appropriate tender opening committee may consider appropriate, will be announced by the Secretary of the Tender Opening Committee at the opening.

25.4 Tenders or modifications that are not opened and not read out at Tender opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Tenderer which is not read out at Tender opening shall not be considered further.

25.5 Tenderers are advised to send in a representative with the knowledge of the content of the Tender who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Tenderer's representative shall indemnify the Procuring Entity against any claim or failure to read out the correct information contained in the Tenderer's Tender.

25.6 No Tender will be rejected at Tender opening except for late Tenders which will be returned unopened to the Tenderer, pursuant to ITT Clause 23.

25.7 The Secretary of the appropriate tender opening committee shall prepare minutes of the Tender opening. The record of the Tender opening shall include, as a minimum: the name of the Tenderers and whether or not there is a withdrawal, substitution or modification, the Tender price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Tender Security or Tender Securing Declaration.

25.8 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and affect the record.

25.9 A copy of the minutes of the Tender opening shall be furnished to individual Tenderers upon request.

Confidentiality

26.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such

process until the award to the successful Tenderer has been announced.

26.2 Any effort by a Tenderer to influence the Procuring Entity's processing of Tenders or award decisions may result in the rejection of his Tender.

26.3 Notwithstanding sub-Clause 26.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

**Clarification
of Tenders**

27.1 To assist in the examination, evaluation, comparison of Tenders and post-qualification of the Tenderer, the Procuring Entity may, at its discretion, ask a Tenderer for clarification of its Tender including breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered.

27.2 The request for clarification and the response shall be in writing. No change 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 Tenders in accordance with ITT Clause 29.

27.3 From the time of Tender opening to the time of Contract award if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tender it should do so in writing.

**Preliminary
Examination of
Tenders**

28.1 Prior to the detailed evaluation of Tenders, the Procuring Entity will determine whether:

- a) The Tender has been submitted in the required format;
- b) Any Tender Security submitted is in the required form, amount and validity period;
- c) The Tender has been signed by the person lawfully authorized to do so;
- d) The required number of copies of the Tender have been submitted;
- e) The Tender is valid for the period required;
- f) All required documents and information have been submitted; and
- g) Any required samples have been submitted.

28.2 The Procuring Entity will confirm that the documents and information specified under ITT Clause 12 and ITT Clause 13 have been provided in the Tender. If any of these documents

or information is missing, or is not provided in accordance with the Instructions to Tenderers, the Tender shall be rejected.

28.3 The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer

28.4 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering documents, without material deviation or reservation. A material deviation or reservation is one that:

- a) Affects in any substantial way the scope, quality, or execution of the Works;
- b) Limits in any substantial way, inconsistent with the Tendering documents, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- c) If rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

28.5 If a Tender is not substantially responsive, it will be rejected by the Procuring Entity, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**Correction
Errors**

of 29.1 Tenders determined to be substantially responsive will be checked by the Procuring Entity for any arithmetic errors. Errors will be corrected by the Procuring Entity as follows:

- a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

29.2 The amount stated in the Tender will, be adjusted by the Procuring Entity in accordance with the above procedure for the correction of errors and, with, the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, its Tender

will then be rejected, and the Tender Security may be forfeited and the Tender Securing Declaration may be executed in accordance with sub-Clause 19.9.

- Conversion to Single Currency** **30.1** To facilitate the evaluation and comparison, the Procuring Entity will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable to Kenya Shillings at the selling exchange rate established for similar transactions by the Central Bank of Kenya ruling on the date specified in the **Tender Data Sheet**.
- Comparison of Tenders** **31.1** The Procuring Entity shall evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT Clause 28.
- 31.2** In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender price by adjusting the Tender price as follows:
 Making any correction for errors pursuant to ITT Clause 29;
 Excluding provisional sums and the provision, if any for contingencies in the Bill of Quantities, but including Day work , where priced competitively ; and
 Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with sub-Clause 24.5.
- 31.3** The Procuring Entity may waive any minor informality or non-conformity, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative standing of any Tenderer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the Tendering documents or otherwise result in unsolicited benefits for the Procuring Entity will not be taken into account in Tender evaluation.
- National Preference** **32.1** In the evaluation of Tenders the Procuring Entity shall apply exclusive preference to citizens of Kenya where:
- a) The funding is 100% from the Government of Kenya or a Kenyan body;
 - b) The amounts are below the prescribed threshold of KShs.200 million;
- 32.2** To qualify for the preference the candidate shall provide evidence of eligibility by:
- a) Proving Kenyan citizenship by production of a Kenyan Identity Card; or
 - b) Providing proof of being a “citizen contractor” in terms of section 3(1) of the Act, i.e. being a natural person or an incorporated company wholly owned and controlled by persons who are citizens of Kenya.

32.3 The Minister of Finance may prescribe additional preference and/or reservation schemes, for example for procurements above these thresholds. If such additional preference schemes apply, details will be given in the **Tender Data Sheet**.

Determination of the Lowest Evaluated Tender

33.1 The Tender with the lowest evaluated price from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.

Post-qualification of Tenderer

34.1 If specified in the **Tender Data Sheet**, post-qualification shall be undertaken.

34.2 The Procuring Entity will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria listed in sub-Clause 13.3.

34.3 The determination will take into account the Tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to sub-Clause 13.3, as well as such other information as the Procuring Entity deems necessary and appropriate. Factors not included in these Tendering documents shall not be used in the evaluation of the Tenderer's qualifications.

34.4 An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the Procuring Entity will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

Award of Contract

Criteria of Award

35.1 Subject to ITT Clause 35 and 36, the Procuring Entity will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering documents and who has offered the lowest Evaluated Tender Price, provided that such Tenderer has been determined to be:

- a) Eligible in accordance with the provisions of ITT Clause 3;
- b) Is determined to be qualified to perform the Contract satisfactorily;
- c) Successful negotiations have been concluded.

35.2 If, pursuant to sub-Clause 14.1, this Contract is being awarded on a “lot and package” basis, the lowest evaluated Tender price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderer for award of more than one Contract.

Clarifications

36.1 Clarifications may be undertaken with the lowest evaluated Tenderer relating to the following areas:

- a) A minor alteration to the technical details of the statement of requirements;
- b) Reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Tendering documents;
- c) A minor amendment to the Contract Data Sheet;
- d) Finalizing payment arrangements;
- e) Mobilization arrangements;
- f) Agreeing final delivery or work schedule to accommodate any changes required by the Procuring Entity;
- g) The methodology or staffing; or
- h) Clarifying details that were not apparent or could not be finalized at the time of Tendering.

36.2 Clarifications shall not change the substance of the tender.

Procuring Entity’s Right to Accept any Tender and to Reject any or all Tenders

37.1 Notwithstanding ITT Clause 35, the Procuring Entity reserves the right to accept or reject any Tender, and to cancel the Tendering process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers.

37.2 Notice of the rejection of all Tenders shall be given promptly within 14 days to all Contractors that have submitted Tenders.

37.3 The Procuring Entity shall upon request communicate to any Tenderer the grounds for its rejection of its Tenders, but is not required to justify those grounds.

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- Procuring Entities Right to Vary Quantities at the Time of Award** 38.1 The Procuring Entity reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Tendering documents (schedule of requirements) provided this does not exceed by the percentage indicated in the **Tender Data Sheet**, without any change in unit price or other terms and conditions of the Tender and Tendering documents.
- Notification of Award**
- 39.1 The Tenderer whose Tender has been accepted will be notified of the award by the Procuring Entity prior to expiration of the Tender validity period by e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Procuring Entity will pay the Contractor in consideration of the provision and maintenance of the Work(s) as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 39.2 The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT Clause 41 and signing the Contract in accordance with sub-Clause 40.2
- 39.3 At the same time as the person submitting the successful Tender is notified, the Procuring Entity will notify each unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge the Tender Security and Tender Securing Declaration of the Tenderer pursuant to ITT sub Clause 19.7.
- 39.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which it's Tender or application for pre-qualification was unsuccessful, it should address its request to the secretary of the Tender Committee that authorized the award of contract. The secretary of the Tender Committee shall, within fourteen days after a request, provide written reasons as to why the Tender, proposal or application to be pre-qualified was unsuccessful. However, failure to take this opportunity to clarify the grounds for rejection does not affect the Tenderer's right to seek immediate review by the Public Procurement Administrative Review Board under Clause 45.
- Signing of Contract** 40.1 Promptly, and in no case later than 14 days, after notification, Procuring Entity shall send the successful Tenderer the Agreement and Contract

Data Sheet, incorporating all agreements between the parties obtained as a result of Contract negotiations.

40.2 Within the period specified in the notification or Tender Data Sheet but not earlier than fourteen (14) days since notification of award of contract, the successful Tenderer shall sign and date the contract and return it to the Procuring Entity.

Performance Security

41.1 Within thirty (30) days but after 14 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Procuring Entity a Performance Security in the amount and in the form stipulated in the Tender Data Sheet and the Contract Data Sheet, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2 If the Performance Security is provided by the successful Tenderer in the form of a Bank Guarantee or Insurance Bond, it shall be issued either:

a) At the Tenderer's option, by a bank or insurance firm located in Kenya, or a foreign bank or insurance firm through a correspondent bank or insurance firm located in Kenya;

b) With the consent of the Procuring entity, directly by a foreign bank acceptable to the Procuring entity.

41.3 Failure of the successful Tenderer to comply with the requirement of sub-Clause 41.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security, in which event the Procuring Entity may make the award to the next lowest evaluated Tenderer or call for new Tenders.

Advance Payment

42.1 The Procuring Entity will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the Tender Data Sheet.

42.2 The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section X. For the purpose of receiving the Advance Payment, the Tenderer shall make an estimate of, and include in its Tender, the expenses that will be incurred in order to commence work. These expenses will

relate to the purchase of equipment, machinery, materials, and on the engagement of labour during the first month beginning with the date of the Procuring Entity's "Notice to Commence" as specified in the Contract Data Sheet.

Adjudicator

- 43.1** The Procuring Entity proposes the person named in the Tender Data Sheet to be appointed as Adjudicator under the Contract, at an hourly fee specified in the Tender Data Sheet, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Contract Data Sheet at the request of either party.

Review of Procurement Decisions

Right to Review

- 44.1** A Tenderer who claims to have suffered or risk suffering, loss or damage or injury as a result of breach of a duty imposed on a Procuring Entity or an Approving Authority by the Public Procurement and Disposal Act, 2005 and the Public Procurement and Disposal Regulations 2006, the procurement proceedings or processes, may seek administrative review as prescribed by the Act. The following matters, however, shall not be subject to the administrative review:

- a) The choice of procurement method;
- b) a decision by the Procuring Entity to reject all Tenders, proposals or quotations;
- c) Where a contract is signed in accordance to Section 68 of the Public Procurement and Disposal Act,2005;
- d) Where an appeal is frivolous.

Time Limit on Review

- 45.1** The Tenderer shall submit an application for review in the number of copies and pay fees as prescribed by the Public Procurement and Disposal Regulations 2006 within fourteen (14) days of the time the Tenderer became or should have become aware of the circumstances giving rise to the complaint or dispute.

Submission of Applications for Review by the

- 46.1** Any application for administrative review shall be submitted in writing to the Secretary, Public Procurement Administrative Review Board on Form RB 1 at the address shown in the Tender Data Sheet. The

**Public Procurement
Administrative
Review Board**

secretary to the review board shall immediately after filing of the request, serve a copy thereof on the Procuring Entity or Director-General as the case may be.

46.2 The application for administrative review shall be in accordance with the requirements of Regulation 73 of the Public Procurement and Disposals Regulations, 2006, including:

- a) Reasons for the complaint, including any alleged breach of the Act or Regulations;
- b) An explanation of how the provisions of the Act and or Regulation has been breached or omitted, including the dates and name of the responsible public officer, where known;
- c) Statements or other evidence supporting the complaint where available as the applicant considers necessary in support of its request;
- d) Remedies sought;
- e) Any other information relevant to the complaint.

**Decision by the Public
Procurement
Administrative
Review Board**

47.1 The Administrative Review Board shall within thirty days after receipt of an application for administrative review deliver a written decision which shall indicate:

- a) Annuling anything the Procuring Entity has done in the procurement proceedings, including annulling the procurement proceedings in their entirety;
- b) Giving directions to the Procuring Entity with respect to anything to be done or redone in the procurement proceedings;
- c) Substituting the decision of the Review Board for any decision of the Procuring Entity in the procurement proceedings;
- d) Order the payment of costs as between parties to the review.

47.2 The decision made by the Review Board shall, be final and binding on the parties unless judicial review thereof commences within fourteen (14) days from the date of the Review Board's decision.

**Appeal on the decision
of the Review Board**

48.1 Any party to the review aggrieved by the decision of the Review Board may appeal to the High Court and the decision of the High Court shall be final.

SECTION III: TENDER DATA SHEET

Instructions to Tenderers Clause Reference

TDS Reference Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. Introduction		
1.	1.1	The Procuring Entity is LANDS, WATER, ENVIRONMENT AND CLIMATE CHANGE(ITEN MUNICIPALITY)
2.	1.1	Name of Project is PROPOSED CONSTRUCTION OF ITEN DISASTER MANAGEMENT CENTRE,IMPROVEMENT OF DRAINAGE AND WALK-WAYS,SUPPLY AND DELIVERY OF REFUSE COLLECTION COMPACTOR TRUCK ,SUPPLY AND DELIVERY OF FABRICATED SKIP CONTAINERS AND FABRICATE,SUPPLY AND INSTALL LITTER BINS AT ITEN MUNICIPALITY
3.	1.2	The expected completion date of the works is [Insert the expected completion date for the works].
4.	1.3	The Objectives of the Project is to CONSTRUCTION OF ITEN DISASTER MANAGEMENT CENTRE,IMPROVEMENT OF DRAINAGE AND WALK-WAYS,SUPPLY AND DELIVERY OF REFUSE COLLECTION COMPACTOR TRUCK ,SUPPLY AND DELIVERY OF FABRICATED SKIP CONTAINERS AND FABRICATE,SUPPLY AND INSTALL LITTER BINS AT ITEN MUNICIPALITY
5.	2.1	Name of financing institution is COUNTY GOVERNMENT OF ELGEYO MARAKWET (KENYA URBUN SERPORT PROGRAMME) Name of the Procuring is LANDS, WATER, ENVIRONMENT AND CLIMATE CHANGE(KUSP) Financial Year 2020-2021 Describe works under the contracts CONSTRUCTION OF ITEN DISASTER MANAGEMENT CENTRE,IMPROVEMENT OF DRAINAGE AND WALK-WAYS,SUPPLY AND DELIVERY OF REFUSE COLLECTION COMPACTOR TRUCK ,SUPPLY AND DELIVERY OF FABRICATED SKIP CONTAINERS AND FABRICATE,SUPPLY AND INSTALL LITTER BINS AT ITEN MUNICIPALITY
6.	2.2	The loan/ credit number is NA
7.	5.1	Alternative Tenders are “ <i>not allowed</i> ”].
8.	5.2	Alternative time for completion NA
9.	3.1	Only Tenderers registered as <i>Civil Engineering</i> This Tender is: reserved for national contractors.

10.	7.3	Pre-Tender meeting shall not be held.
11.	7.5	The minutes of the pre-Tender meeting NA
	7.6	Non-attendance at the pre-tender meeting will / will not result in disqualification [NA]

B. Tendering Documents

12.	8.2	The number of copies to be completed and returned with the Tender is original .
13.	8.1	Address for clarification of Tendering Document is, procurement office in County Treasury Iten during working hours Monday to Friday except public holidays
14.	8.2	Period to Respond to request for clarification by the Procuring Entity 2 days Period Prior to deadline for submission of Tenders for Tenderers to request clarification [7 days]

C. Preparation of Tenders

15.	11.1	Language of Tender and all correspondence shall be <i>in English</i>
16.	13.3	Other information or materials required to be completed and submitted by Tenderers : a) Copies of original documents defining the constitution or legal status, place of registration, and principal, place of business; written power of attorney authorizes the signatory of the Tender to commit the Tenderer. b) The minimum required annual volume of construction work for the successful Tenderer in any of the last 2 years shall be: ksh 100,000,000 . c) Experience as prime contractor in the construction of at least one project of a nature and complexity equivalent to the Works the last 2 years or the period stated in a) above (to comply with this requirement, works cited should be at least 70 percent complete).

		<p>d) The essential equipment to be made available for the Contract by the successful Tenderer (proposals for timely acquisition or own, lease, hire, etc) shall be: see evaluation criteria in the IFMIS</p> <p>e) A Site Manager with a minimum of [<i>insert number</i>] in works of an equivalent nature and volume. (see evaluation criteria in the IFMIS)</p> <p>f) Evidence of adequate working capital for this contract.</p> <p>g) Information regarding litigation, current</p>
17.	13.4	<p>In the case of joint venture each partner shall submit information required under Clause ITT Clause 13.4. In addition the Tenderer shall furnish the following ,</p> <p>a)</p> <p>b)</p> <p>c)</p>
18.	16.4	<p>The price shall be [<i>insert "fixed"</i>] Information to be submitted with the Tender are: (state if any).</p>
19.	17.1	<p>The currency in which the prices shall be quoted shall be: <i>Kenyan Shilling</i></p>
20.	17.2 30.2	<p>The authority for establishing the rates of exchange shall be Central Bank of Kenya.</p> <p>The applicable date for exchange rates for tendering and evaluation purposes is 28 days earlier than the final deadline for the submission of tenders.</p>
21.	18.1	<p>The Tender validity period shall be 180 days.</p>
22.	19.1	<p>The amount of Tender Security shall be 1% of the Tender amount or KShs</p>
23.	20.1	<p>the Tenderer should submit original copy</p>
24.	20.2	<p>Written confirmation of authorization are.....[<i>list</i>] [<i>Normally power of attorney is provided</i>]</p>

D. Submission of Tenders

25.	21.2 a)	<p>Tenders shall be submitted to County treasury hall of Elgeyo Marakwet Street Address 220-30700 Iten Building/Plot No. county treasury City/Town Iten</p>
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26.	21.2 b)	Project name CONSTRUCTION OF ITEN DISASTER MANAGEMENT CENTRE,IMPROVEMENT OF DRAINAGE AND WALK-WAYS,SUPPLY AND DELIVERY OF REFUSE COLLECTION COMPACTOR TRUCK ,SUPPLY AND DELIVERY OF FABRICATED SKIP CONTAINERS AND FABRICATE,SUPPLY AND INSTALL LITTER BINS AT ITEN MUNICIPALITY Tender number... EMC/LANDS/KUSP/836930./2020-2021 Time and date for submission.....
27.	22.1	The deadline for Tender submission is a) Day ...DECEMBER..... b) Date.....29..... c) Time 10.00am
28.	22.3	The extension of the deadline for submission of Tenders shall be made not later than 7 days before the expiry of the original deadline.
29	24.4	Expiry of Tender validity is 180 days).

valuation of Tenders		
29.	25.1	The Tender opening shall take place at: NA Street address Building/Plot No. NA Floor/Room No. NA City/Town NA Country Kenya Date..... NA
30.	32.3	Additional Preference.
31.	34.1	Post- qualification will NA
32.	38.1	Percentage for quantities increase or decrease is (<i>insert percentage</i>) <i>[This should not exceed 15 percent]</i>
Contract		
33.	41.1	The amount of Performance Security shall be <i>2% of the contract price]</i>
34.	42.1	The Advance Payment shall be % of the work done
35.	43.1	The proposed adjudicator for the project is: NA.
Review of Procurement Decisions		
37.	46.1	The address for submitting appeals to Administrative Review Board : The Secretary, Public Procurement Administrative Review Board , The Public Procurement Oversight Authority, 10 th Floor ,National Bank House, P.O. Box 58583-00200,

		NAIROBI, Kenya. Tel: +254 (0) 20 3244000 Email: info@ppoa.go.ke Website: www.ppoa.go.ke
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A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

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 Clauses 27 and 28 hereunder.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation Events are those defined in Clause 47 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with Sub-Clause 58.1.

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 Clause 2.3 below.

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Procuring Entity.

The **Contractor's Tender** is the completed Tendering document submitted by the Contractor to the Procuring Entity.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

Dayworks 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.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Certificate** is the certificate issued by the Project Manager upon correction of defects by the Contractor.

The **Defects Liability Period** is the period named in the **Contract Data Sheet** and calculated from the Completion Date.

Drawings include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

The **Procuring Entity** is the party who employs the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Procuring Entity's Letter of Acceptance.

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 **Contract Data Sheet**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

The **Project Manager** is the person named in the **Contract Data Sheet** (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 and shall be an “Architect” or a “Quantity Surveyor” registered under the Architects and Quantity Surveyors Act Cap 525 or an “Engineer” registered under Engineers Registration Act Cap 530.

The **Site** is the area defined as such in the **Contract Data Sheet**.

Site Investigation Reports are those that were included in the Tendering documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

The **Start Date** is given in the **Contract Data Sheet**. 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.

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.

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

A **Variation** is an instruction given by the Project Manager that varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Procuring Entity, as defined in the **Contract Data Sheet**.

“**Force Majeure**” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way round. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.
- 2.2 If sectional completion is specified in the **Contract Data Sheet**, references in the Conditions of Contract 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).
- 2.3 The documents forming the Contract shall be interpreted in the order of priority given in the **Contract Data Sheet**:
- (1) Agreement;
 - (2) Letter of Acceptance;
 - (3) Contract Data Sheet;
 - (4) Conditions of Contract;
 - (5) Technical Specifications;
 - (6) Contractor's Tender;
 - (7) Drawings;
 - (8) Bill of Quantities; and
 - (9) Any other document listed in the **Contract Data Sheet** as forming part of the Contract.

Language, Law, Fraud and Corruption

- 3.1 The language of the Contract and the law governing the Contract are stated in the **Contract Data Sheet**.
- 3.2 The Government requires that Procuring Entities (including beneficiaries of Government funded projects) as well as Tenderers/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. It is the responsibility of the Procuring Entity to ensure that Tenderers, suppliers, and contractors and their subcontractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

For the purpose of this provision, the following definitions are provided:

- (i). **“Corruption”** has the meaning assigned to it in the Anti Corruption and Economic Crime Act 2003 and includes the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement or disposal

process or in contract execution;

- (ii). **“Fraudulent Practice”** includes a misrepresentation of fact in order to influence a procurement or disposal process or the execution of a contract to the detriment of the Procuring Entity and includes collusive practices amongst Tenderers prior to or after Tender submission designed to establish Tender prices at artificial non competitive levels and deprive the Procuring Entity of the benefits of free and open competition;
- (iii). **“Collusive Practice”** means an arrangement between two or more suppliers, contractors and subcontractors designed to achieve an improper purpose, including to influence improperly the actions of the Procuring Entity prior to or after Tender submission , designed to establish Tender prices at artificial non competitive levels and to deprive the Procuring Entity of the benefit of free and open competition;
- (iv). **“Coercive Practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly a supplier, contractor or subcontractor or the property of any of them to influence improperly the actions of a Procuring Entity;
- (v). **“Obstructive Practice”** means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation 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.

A Procuring Entity has the right to require that Tenderers, suppliers, and contractors and their subcontractors permit persons duly appointed by KACC/PPOA/KNAO to inspect their accounts and records and other documents relating to the Tender submission and contract performance;

The Procuring Entity will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent practices or others stated under Clause 44.1.a in competing for the contract;

In pursuit of the policy defined in sub-Clause 44.1 the Procuring Entity will cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Procuring Entity or Approving Authority or of a beneficiary of the funds during the procurement or the execution of that contract;

In the event that the Procuring Entity or Approving Authority does not take timely and appropriate action satisfactory to the Government of Kenya to remedy the situation, then the Director-General may order an investigation of procurement proceedings for the purpose of determining whether there has been a breach of the Public Procurement and Disposal Act, 2005.

- 3.3 The Director-General may, on the advice of the Advisory Board, debar a person from participating in procurement proceedings on the ground that the person has committed an offence under the Public Procurement and Disposal Act, 2005. A debarment shall be for a period of time of not less than five years. Before a person is so debarred, he/she will be given an opportunity to make representations to the Director-General and may request the Review Board to review the debarment.
- 3.4 Any communication between the Tenderers and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing.

Confidentiality

- 4.1 The Service Providers, their Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

Project Manager's Decisions

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

Delegation

- 6.1 The Project Manager may delegate any of his duties and responsibilities to other people except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

Communications

- 7.1 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.

Subcontracting

- 8.1 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.

Other Contractors

- 9.1 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 **Contract Data Sheet**. 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

Personnel

- 10.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the **Contract Data Sheet**, who shall be appropriately qualified and registered with the appropriate bodies to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.
- 10.2 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.

Procuring Entity's and Contractor's Risks

- 11.1 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.

Procuring Entity's Risks

- 12.1 From the Start Date until the Defects Correction 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.

- 12.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Procuring Entity's risk except loss or damage due to:

- (a) A Defect which existed on the Completion Date;
- (b) An event occurring before the Completion Date, which was not itself an Procuring Entity's risk; or
- (c) The activities of the Contractor on the Site after the Completion Date.

- Contractor's Risks** 13.1 From the Starting Date until the Defects Correction 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.
- Insurance** 14.1 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 **Contract Data Sheet** 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.
- 14.2 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.
- 14.3 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.
- 14.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.
- 14.5 Both parties shall comply with any conditions of the insurance policies.
- Site Investigation Reports** 15.1 The Contractor, in preparing the Tender, shall rely on any Site Investigation Reports referred to in the **Contract Data Sheet**, supplemented by any information available to the Tenderers.
- Queries about the Contract Data Sheet** 16.1 The Project Manager will clarify queries on the **Contract Data Sheet**.
- Contractor to Construct the Works** 17.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
- Commencement and Completion** 18.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the

Intended Completion Date.

- | | |
|--|--|
| Approval by the Project Manager | <p>19.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.</p> <p>19.2 The Contractor shall be responsible for the design of Temporary Works.</p> <p>19.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> <p>19.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p> <p>19.5 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 their use.</p> |
| Protection of the Environment | <p>20.1 The Contractors shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.</p> <p>20.2 The Contractors shall ensure that emissions, surface discharges and effluent from his activities shall not exceed prescribed values in the environmental laws.</p> |
| Labour Laws | <p>21.2 The Contractor shall comply with all the relevant labour laws applicable in the Country, including laws relating to workers employment, working hours, health, safety, welfare, and immigration, and shall allow them all their legal rights.</p> <p>21.2 The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.</p> |
| Health and Safety | <p>22.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of his personnel.</p> <p>22.2 The Contractor shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.</p> <p>22.3 The Contractor shall notify the Procuring Entity details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to the property, as the Procuring Entity may reasonably require.</p> <p>22.4 The Contractor shall conduct an HIV-Aids awareness programme, and shall take other such measures as specified in the Contract Data Sheet to reduce the risk of transfer of HIV virus between and among Contractor personnel, the Procuring Entity's Staff and the surrounding community.</p> |

- Discoveries** 23.1 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.
- Possession of the Site** 24.1 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 **Contract Data Sheet**, the Procuring Entity will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.
- Access to the Site** 25.1 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.
- Instructions, Inspections and Audits** 26.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 26.2 The Contractor shall permit the Kenya Government to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Kenya Government, if so required by the Kenya Government
- Disputes** 27.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- Procedure for Disputes** 28.1 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 28.2 The Adjudicator shall be paid by the hour at the rate specified in the **Tender Data Sheet** and **Contract Data Sheet**, together with reimbursable expenses of the types specified in the **Contract Data Sheet**, and the cost shall be divided equally between the Procuring Entity and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- 28.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the **Contract Data Sheet**.
- Replacement of Adjudicator** 29.1 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 will 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 **Contract Data Sheet** at the request of either party, within 14 days of receipt of such request.

Time Control

Programme

- 30.1 Within the time stated in the **Contract Data Sheet**, the Contractor shall submit to the Project Manager for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 30.2 An update of the Programme shall be a programme 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.
- 30.3 The Contractor shall submit to the Project Manager for approval an updated Programme at intervals no longer than the period stated in the **Contract Data Sheet**. If the Contractor does not submit an updated Programme within this period, the Project Manager may withhold the amount stated in the **Contract Data Sheet** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 30.4 The Project Manager's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Project Manager again at any time. A revised Programme shall show the effect of Variations and Compensation Events

Extension of the Intended Completion Date

- 31.1 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.
- 31.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

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- Acceleration**
- 32.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Project Manager will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.
- 32.2 If the Contractor's priced proposals for acceleration are accepted by the Procuring Entity, they shall be incorporated in the Contract Price and treated as a Variation.
- Delays Ordered by the Project Manager**
- 33.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- Management Meetings**
- 34.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 34.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- Early Warning**
- 35.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 35.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.
- Quality Control**
- Identifying Defects**
- 36.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- Tests**
- 37.1 If the Project Manager instructs the Contractor to carry out a test

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

- Correction of Defects**
- 38.1 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 **Contract Data Sheet**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 38.2 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.
- 38.3 If the Contractor has not corrected a defect within the time specified in the Procuring Entity's notice, a penalty for lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the defect correct, assessed as described in Clause 39.
- Uncorrected Defects**
- 39.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the Defect corrected, and the Contractor will pay this amount.
- Cost Control**
- Bill of Quantities**
- 40.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- 40.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- Changes in the Quantities**
- 41.1 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.
- 41.2 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.
- 41.3 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.
- Variations**
- 42.1 All Variations shall be included in the updated Programmes produced by the Contractor.
- Payments for**
- 43.1 The Contractor shall provide the Project Manager with a

Variations

quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

- 43.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work is above the limit stated in Sub-Clause 41.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- 43.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 43.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 43.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

Cash Flow Forecasts

- 44.1 When the Programme 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.

Payment Certificates

- 45.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 45.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within twenty eight 28 days of receipt of the certificate from the contractor.
- 45.3 The value of work executed shall be determined by the Project Manager.
- 45.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 45.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 45.6 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.

45.7 The Project Manager shall not be bound to certify any payment, if the net amount, after all retentions and deductions would be less than minimum amount of Interim Payment Certificate stated in the **Contract Data Sheet**.

Payments

46.1 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 28 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 as indicated in the **Contract Data Sheet**.

46.2 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.

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

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

Compensation Events

47.1 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 stated in the **Contract Data Sheet**.

(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 Tenderers (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.
- (l) Other Compensation Events described in the Contract or determined by the Project Manager shall apply.

47.2 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.

47.3 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 will assume that the Contractor will react competently and promptly to the event.

47.4 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.

Taxes

48.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of Tenders for the Contract and the date

of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of Clause 50.

Currencies

49.1 Where payments are made in currencies other than the Kenya Shillings, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Tender.

Price Adjustment

50.1 The amounts payable to the Contractor, in various currencies pursuant to Sub-Clause 45.1, shall be adjusted in respect of the rise or fall in the cost of labour, Contractor's Equipment, Plant, materials, and other inputs to the Works, by applying to such amounts the formulae prescribed in this clause based on the prevailing consumer price index obtained from the Central Bureau of Statistics or the monthly inflation rate issued by the Central Bank of Kenya.

50.2 To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.

50.3 The adjustment to be applied to amount payable to the Contractor as certified in Payment Certificates shall be determined formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be as follows;

$$P_n = a + b \frac{L_n - L_o}{L_o} + c \frac{M_n - M_o}{M_o} + d \frac{E_n - E_o}{E_o} + etc.$$

where;

P_n is a price adjustment factor to be applied to the amount in each specific currency for the payment of the work carried out in the subject month, where such variations and day work are not otherwise subject to adjustment;

a is a constant, specified in the **Appendix to Tender**, representing the nonadjustable portion in contractual payments;

b, c, d, etc., are weightings or coefficients representing the estimated proportion of each cost element (labour, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, as specified in the **Appendix to Tender**; the sum of a, b, c, d, etc., shall be one;

L_n, M_n, E_n, etc., are the current cost indices or reference prices of the cost elements in the specific currency of origin for month "**n**," determined pursuant to Sub-Clause 50.5, applicable to each cost

element; and

Lo, Mo, Eo, etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 50.5

The value of net work done, certified by the Project Manager, in any monthly Interim or Final Certificate as payable by the Procuring Entity to the Contractor before deduction of any retention money shall be increased or decreased by an amount of 'F'.

$$F = P_n x P_c$$

where;

The effective value **Pc** of work done which is to be subjected to increase or decrease shall be the difference between:

- (i) the amount which, in the opinion of the Project Manager, is due to the Contractor under Clause 45 (before deduction of retention money and before deducting sums previously paid on account) less:
 - any amount for payment or repayment of any advance payment;
 - any amount for materials on site (if any);
 - any amounts for nominated sub-contractors (if any)
 - any amounts for any other items based on actual cost or current prices; or
 - any sums for increase or decreases in the Contract Price paid under this Sub-Clause
 and
- (ii) the amount calculated in accordance with (i) above of this Sub-clause and included in the last preceding statement.

50.4 The sources of indices shall be those listed in the **Appendix to Tender**, as approved by the Engineer. Indices shall be appropriate for their purpose and shall relate to the Contractor's proposed source of supply of inputs on the basis of which his Contract Price and expected foreign currency requirements shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his Tender the tabulation of Weightings and Source of Indices in the **Appendix to Tender**, which shall be subject to approval by the Engineer.

50.5 The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of Tenders. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

50.6 If the Contractor fails to complete the Works within the time for completion prescribed under Clause 58 adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favourable to the Procuring Entity, provided that if an extension of time is granted pursuant to Clause 28, the above provision shall apply only to adjustments made after the expiry of such extension of time.

50.7 The weightings for each of the factors of cost given in the **Appendix to Tender** shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work already executed or instructed under Clause 43 or for any other reason.

Retention

51.1 The Procuring Entity shall retain from each payment due to the Contractor the proportion stated in the **Contract Data Sheet** until Completion of the whole of the Works.

51.2 On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the other 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.

51.3 On completion of the whole Works, the Contractor may substitute retention money with an “on demand” Bank guarantee.

Liquidated Damages

52.1 The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the **Contract Data Sheet** 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 **Contract Data Sheet**. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.

52.2 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 Sub-Clause 46.1.

52.3 If the Contractor has not corrected a defects within the time specified in the Procuring Entity’s notice, the Procuring Entity will assess the cost of having the defect corrected, the Contractor will pay this amount, and a penalty for lack of performance calculated as described in Clause 38.

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- Bonus** 53.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the **Contract Data Sheet** 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.
- Advance Payment** 54.1 The Procuring Entity shall make advance payment to the Contractor of the amounts stated in the **Contract Data Sheet** by the date stated in the **Contract Data Sheet**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.
- 54.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 54.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
- Performance Securities** 55.1 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 and form and 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 days 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.
- Dayworks** 56.1 If applicable, the Day works rates in the Contractor's Tender shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 56.2 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.
- 56.3 The Contractor shall be paid for Day works subject to obtaining

signed Day works forms.

- Cost of Repairs** 57.1 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.

Finishing the Contract

- Completion Certificate** 58.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager will do so upon deciding that the work is completed.

- Taking Over** 59.1 The Procuring Entity shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

- Final Account** 60.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

- Operating and Maintenance Manuals** 61.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **Contract Data Sheet**.

- 61.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **Contract Data Sheet**, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the **Contract Data Sheet** from payments due to the Contractor.

- Termination** 62.1 The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

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

- (a) The Contractor stops work for 28 days when no stoppage of work is shown on the current Programme 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 28 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; and
- (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 **Contract Data Sheet**.
- (h) If the Contractor, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and includes inter alia, bribery and extortion or coercion which involves threats of injury to person ,property or reputation, and.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practice among 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.

62.3 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 Sub-Clause 62.2 above, the Project Manager shall decide whether the breach is fundamental or not.

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

62.5 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.

Payment upon 63.1 If the Contract is terminated because of a fundamental breach of

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- Termination** 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 indicated in the **Contract Data Sheet**. 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.
- 63.2 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.
- Property** 64.1 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.
- Release from Performance** 65.1 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.
- Suspension of Financing** 66.1 In the event that the source of financing is suspended to the Procuring Entity, from which part of the payments to the Contractor are being made:
- (a) The Procuring Entity is obligated to notify the Contractor of such suspension within 7 days of having received the financing agency's suspension notice.
 - (b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 46.1, the Contractor may immediately issue a 14-day termination notice.

SECTION V: CONTRACT DATA SHEET (CDS)

Contract Data Sheet**Instructions for completing the Contract Data Sheet**

CDS Clause	GCC Clause	Description
1	1.1	<p style="text-align: center;">A. General</p> <p>(Itemise Definitions to take the same numbering as per the General Conditions)</p> <p>The Procuring Entity is <i>County Government of Elgeyo Marakwet department of agriculture</i></p> <p>The Adjudicator is NA.</p> <p>The Defects Liability Period is 6 Months.</p> <p>The Project Manager is to be nominated during site handing over</p> <p>The name and identification number of the Contract is CONSTRUCTION OF ITEN DISASTER MANAGEMENT CENTRE,IMPROVEMENT OF DRAINAGE AND WALKWAYS,SUPPLY AND DELIVERY OF REFUSE COLLECTION COMPACTOR TRUCK ,SUPPLY AND DELIVERY OF FABRICATED SKIP CONTAINERS AND FABRICATE,SUPPLY AND INSTALL LITTER BINS AT ITEN MUNICIPALITY CONTRACT NO: EMC/LANDS/KUSP/836930/2020-2021</p> <p>The Start Date shall be the date of site handing over.</p> <p>The Intended Completion Date for the whole of the Works shall be 180 days</p> <p>The following documents also form part of the Contract: 1). Tender document 2) LSO 3).letter of notification and acceptance 4). <i>BQ</i></p> <p>The Site is located at ITEN MUNICIPALITY</p>
2.	2.2	Indicate whether there is sectional completion NA
3.	2.3(9)	List other documents that form part of the contract if any: a)..... b)..... c).....

4.	3.1	The language of the Contract documents is English . The law that applies to the Contract is the Kenyan Law.
5.	9.1	Include the Schedule of Other Contractors, if any. NA
6.	10.1	Include the Schedule of Key Personnel.
7.	14.1	The minimum insurance covers shall be: <ul style="list-style-type: none"> (a) loss of or damage to the Works, Plant, and Materials (Contractor obligation) (b) loss of or damage to Equipment (Contractor obligation) (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract (Contractor obligation) and (d) personal injury or death (Contractor obligation)
8.	15.1	Site Investigation Reports available to the Tenderers are: <ul style="list-style-type: none"> a)..... b)..... c).....
9.	22.4	The other measures include: <ul style="list-style-type: none"> a. Minimising the number of migrant workers employed on the project and household in the site camp b. Providing access to voluntary counselling and testing (VCT) c. Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families d. Providing condoms (male and female) to workers
10.	24.1 & 47.1	The Site Possession Date shall be <i>[insert date]</i> .
11.	28.2	Hourly rate of Fees payable to the Adjudicator is NA <i>[insert hourly fee in KShs..]</i> Types of reimbursable expenses to be paid to the Adjudicator include: <i>[insert types of reimbursable expenses]</i> . NA <ul style="list-style-type: none"> a)..... b)..... c).....
12.	28.3	Arbitration will take place at <i>[insert the place]</i> in accordance with

		rules and regulations published by [state the institutions] and [insert rules and regulations]
13.	29.1	Appointing Authority for the Adjudicator: [Insert the name of Authority]
B. Time Control		
14.	30.1	The Contractor shall Submit a Programme for the Works within 14 days of delivery of the Letter of Acceptance.
15.	30.3	The period between Programme updates is [number] days.
16.	30.3	The amount to be withheld by the Project Manager in the case the contractor does not submit an updated programme is:..... [State amount].
C. Quality Control		
17.	38.1	The Defects Liability Period is [6 Months].
D. Cost Control		
18.	45.7	Minimum Amount of Interim Payment Certificate will be [insert figure or percent of contract price]
19.	46.1	The interest rate shall be% above prevailing interest rate for commercial borrowing from the contractors bank
20.	47.1(a)	The Site Possession Date shall be <i>date of site handing over</i>
21.	50	The contract [insert "is" or "is not"] subject to price adjustment in accordance with Clause 50 of the General Conditions of Contract.
22.	51.1	The amount of retention is10% [state the percent] of value of works of Interim Payment Certificate'.
		Limit of retention will be [10%] of contract price.
23.	52.1	The rate of liquidated damages is [insert the percent] [Should be between 0.1 and 0.15 percent of contract price per day]
	52.1 62.2 (g)	The maximum amount of liquidated damages is [insert percentage] [should be between 5% to 10% of Contract Price]
24.	53.1	The bonus for early completion is NA.
25.	54.1	The amount of advance payment shall be per cent of the

		contract sum payable by [<i>insert date</i>].
		Monthly Recovery of Advance Payment:percent of amount of Interim Payment Certificate.
26.	55.1	The Performance Security shall be 2%.
		E. Finishing the Contract
27.	61.1	As built drawings shall be supplied by the contractor Operating manual shall be supplied by the contractor by [<i>insert date if applicable</i>].
28.	61.2	The amount to be withheld by the Project Manager in the case the contractor does not submit as built drawings is:..... [<i>State amount if applicable</i>]. The amount to be withheld by the Project Manager in the case the contractor does not submit operating manual is:..... [<i>State amount if applicable</i>].
29.	63.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, is [<i>percent</i>].

SECTION VI: TECHNICAL SPECIFICATIONS

6.1 GENERAL

- 6.1.1. These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.
- 6.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.
- 6.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products
- 6.1.4 The tenderers are requested to present information along with their offers as follows;-
 - (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses

SECTION VI – TECHNICAL SPECIFICATIONS

(See attached Bill of Quantities)

PROPOSED CONSTRUCTION OF ITEN DISASTER

MANAGEMENT CENTRE

AT ITEN MUNICIPALITY

BILLS OF QUANTITIES

Quantity Surveyors

MACNEY LIMITED

P.O.Box 4563-30100

ELDORET, KENYA

macneylimited@gmail.com

Oct-20

ITEM	DESCRIPTION	AMOUNT
	<p><u>PARTICULAR PRELIMINARIES</u></p> <p>PRICING OF ITEMS OF PRELIMINARIES Items described in this section cover the minimum requirements & Conditions necessary for the full and proper execution of the contract. The tenderer is required to read and fully understand his obligations his costs for complying with the same for the duration of the contract. Should no price be inserted against any item, it shall be assumed that the tenderer has covered any costs associated with that item elsewhere in the Bills of quantities and all items of preliminaries.</p> <p>TENDER VALIDITY The attention of the Tenderers is drawn to clause 3.6 and 3.8 of Conditions of Contract on validity of tender and Tender Security.</p> <p>VALUE ADDED TAX (VAT) AND OTHER TAXES All prices will be inclusive of all statutory taxes and levies, including VAT, necessary for the complete and proper execution of that particular item of the works including complying with all statutory requirements. The amount of VAT payable will be deducted from every payment certified by the Project Manager and paid directly to the Commissioner of VAT.</p> <p>SCOPE OF CONTRACT The work to be carried out under this contract comprises of construction to completion of firestation at Iten Municipality together with the associated Electrical and Mechanical works for the Department of Health as described in these Bills of Quantities and in accordance with the contract drawings and any other drawings which may be issued in amplification thereof.</p> <p>DESCRIPTION OF THE WORKS The works generally comprise: Construction of Classroom block</p> <p>FLOOR AREAS The gross floor area is 1300 Square Metres.</p>	<p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p>
	<u>Totals Page PP-1 To Collection</u>	-

ITEM	DESCRIPTION	AMOUNT
	<p>LOCATION OF SITE The site for the works is located within <u>Iten Municipality</u></p> <p>The tenderer shall be deemed to have visited the site and familiarised himself with all site conditions prior to submission of tenders.</p> <p>EXISTING BUILDINGS Special precautions shall be required throughout the contract period to avoid damage to the existing structures, roads, lawns, cables, drains and other services. The Contractor shall allow for making good any damage arising from his actions during execution of this contract at his own expense.</p> <p>GENERAL The contractor is referred to the General Specifications for Building Works 1976 Edition Pages B1 - B2 inclusive and must allow for all costs in complying with these clauses.</p> <p>CONTRACT COMPLETION PERIOD The contract completion period in accordance with condition 31 of "PROJECT MANAGER" shall strictly monitor the Contractor's progress in relation to the progress chart and should it be found necessary, the "PROJECT MANAGER" shall inform the Contractor in writing that his actual performance on site is not satisfactory. In all such cases, the Contractor shall accelerate his rate of performance, production and progress by all means such as additional labour, plant e.t.c., and working overtime all at his cost.</p> <p>LABOUR CAMPS The Contractor shall not be permitted to house labour on the site and he must take full responsibility for transporting labour daily to and from the site as required and the cost of this shall be included in his tender.</p> <p>OFFICE FOR THE "PROJECT MANAGER" The site office mentioned in item B page GP/7 of the General Preliminaries shall be type "B" as shown on the Ministry of Works Standard Detail. The contractor shall insure the office and furniture against fire, theft and natural calamities and provide day and night security. He shall also provide and maintain adequate access and parking acceptable to the</p> <p>TELEPHONE The contractor shall Not provide a fixed telephone facilities on site</p>	<p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p>

throughout the duration of the contract for use by the project manager.	-
<u>Totals Page PP-2 To Collection</u>	-

DESCRIPTION	AMOUNT
HOARDING	
The contractor shall allow for hoarding and protection of site by 30 gauge roofing sheets nailed to 75 x 50mm thick timber runners on round poles	
PROGRAMME PROGRESS CHART	
The Contractor shall allow for providing within One (1) week after the date of possession of the site and in agreement with the "PROJECT MANAGER" a progress chart for the whole of the works. One copy shall be forwarded to the PROJECT MANAGER and another copy shall be retained on site on which progress shall be recorded by the Contractor. Should any circumstance arise affecting the programme or progress, the chart shall be modified as necessary in consultation with the "PROJECT MANAGER"	-
PERFORMANCE SECURITY (BOND)	
The Contractor should note that the Performance Security to be provided must be inform of a bank guarantee in the amount of 7 1/2 % of the Contract Sum. The form to be signed is M.O.W. 118 or any other format acceptable to the employer.	-
PAYMENTS TO DOMESTIC SUBCONTRACTORS	
The Main Contractor shall be fully responsible for paying his Domestic Sub - Contractors but the Government reserves the right in very exceptional circumstances to make such payments direct in the interest of the project, where completion thereof might be jeopardised by any dispute between any of the Contractors and Sub -Contractors involved.	-
APPENDICES	
The Appendices to the Bills of Quantities shall be regarded for contract purposes as part of the Bill and shall be read and construed with the appropriate sections of the Bills if contained therein	-
SUFFICIENCY OF TENDER	
The main Contractor shall be deemed to have satisfied himself before	

tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the Bills of Quantities which rates and prices shall cover all his obligations under the contract and all matters and things necessary for the proper completion of the works.

GENERAL SPECIFICATIONS

For the full description of materials, workmanship and method of execution of the works, the Contractor is referred to the Ministry of

Works General specifications for building works dated 1976 or any subsequent revision thereof which is issued as a separate document and which will be followed in all respects unless it conflicts with the General and Particular Preliminaries, Preambles or other items in these Bills of Quantities.

In the event of such conflict, then the provisions of the General and Particular Preliminaries, Trade, Preambles and these Bills of Quantities

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Totals Page PP-3 To Collection

M	DESCRIPTION	AMOUNT
	<p>PROJECT DOCUMENTATION AND SUPERVISION FEE The contractor shall allow a provision of Ksh. 300,000/= (for project managers expenses on documentantation and supervision of the project)</p> <p>MATERIALS ON SITE All materials for incorporation in the works must be stored on or adjacent to the site of the works before payment is effected by the "PROJECT MANAGER" This is to include the materials of the Main Contractor, Sub - contractors and Nominated Suppliers and movement within the site.</p> <p>SECURITY AND ACCESS TO THE SITE The Contractor must include in his tender for all necessary expenditure incurred in complying with the security regulations of the Department of Defence especially in relation to entry and exit from the site of the works</p> <p>SECURITY The Contractor shall be responsible for ensuring that all personnel of non-Kenyan origin employed on site by himself or his sub-contractors or who are otherwise connected with the construction of contract through the</p>	<p>300,000.00</p> <p>-</p> <p>-</p>

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Contractor must be approved and cleared to work on the project individually in writing by the Department of Defence. Where personnel are not approved, the Contractor shall be responsible at his own expense for obtaining and employing suitable and approved personnel. The Contractor shall be responsible for ensuring that all matters including drawings, letters and documentation relating to the project are dealt with confidentially. He will be expected to post notices on site instructing his employees to treat all matters relating to the project as confidential.

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NUISANCE

The Contractor shall not directly or indirectly or otherwise by himself or through his agents cause nuisance . Should he do so he shall be directly responsible for such acts.

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Totals Page PP-4 To Collection300,000.00

EM	DESCRIPTION	AMOUNT
	COLLECTION FOR PARTICULAR PRELIMINARIES	
	Brought forward from page PP-1	
	Brought forward from page PP-2	
	Brought forward from page PP-3	

Brought forward from page PP-4

300,000.00

TOTALS FOR PARTICULAR PRELIMINARIES TO SUMMARY	
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ITEM	DESCRIPTION	AMOUNT
	GENERAL PRELIMINARIES	
	PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES No Prices will be inserted against items of Preliminaries and Preambles in the	

Contractor's priced Bills of Quantities and Specification. 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.

ABBREVIATIONS

Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows:-

C.M.	Shall mean cubic metre
S.M.	Shall mean square metre
L.M.	Shall mean linear metre
mm	Shall mean Millimetre
KG	Shall mean Kilogramme
Nr.	Shall mean Number
PRS.	Shall mean Pairs
B.S.	Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I., England.
ditto	Shall mean the whole of the preceding description except as qualified in the description in which it occurs.
m.s.	Shall mean measured separately.
a. b. d	Shall mean as before described

Totals Page GP-1 To Collection

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DESCRIPTION	AMOUNT
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EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT**Attendance**

Attendance Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:-

Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding,

messrooms, sanitary accommodation & welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power: and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same.

Fix Only:-

"Fix Only" shall mean take delivery at nearest railway station

(Unless otherwise stated), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.

EMPLOYER

The Employer is the County Government of Elgeyo Marakwet. The terms

"Employer" and "Government" whoever used in any contract document shall

PROJECT MANAGER

The term "Project Manager." 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.

FORM OF CONTRACT

The form of contract will be the one included in the Republic of Kenya Standard Tender Documents for Procurements of Works (2013 Edition) hereby attached and the Conditions of Contract are those attached thereto.

If the contractor considers that the compliance with any of the Conditions of Contract involves any expenses he will distribute them among his rates for the various items in the Bills of Quantities. No claim shall be allowed arising from the Contractors Compliance with any of the conditions of Contract These are numbered from 1 to 37 as set out on pages 18 to 38 of these tender Documents. Particulars of the insertions to be made in the Appendix of the Contract Agreement will be found in the Particular Preliminaries of these Bills Of Quantities.

BOND.

The Contractor shall find and submit on the Form of Tender the name of	-
Totals Page GP-2 To Collection	-

AM	DESCRIPTION	AMOUNT
	<p>TRANSPORT. Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.</p> <p>MATERIALS AND WORKMANSHIP. All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are on site when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.</p> <p>SIGN FOR MATERIALS SUPPLIED. The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof,</p> <p>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</p> <p>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> <p>STORAGE OF MATERIALS The Contractor shall provide at his own risk and cost where directed on the site weatherproof lockup sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.</p> <p>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</p>	-

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 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

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Totals Page GP-3 To Collection

ITEM	DESCRIPTION	AMOUNT
	GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.	
	Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or	
	Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople. 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.	
	SECURITY OF WORKS ETC.	
	The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.	
	PUBLIC AND PRIVATE ROADS.	
	Maintain as required throughout the execution of the works and make good	

any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER **EXISTING PROPERTY.**
The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held

responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER

VISIT SITE AND EXAMINE DRAWINGS.

The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.

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Totals Page GP-4 To Collection

ITEM	DESCRIPTION	AMOUNT
	<p>AREA TO BE OCCUPIED BY THE CONTRACTOR The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the "PROJECT MANAGER"</p> <p>OFFICE ETC. FOR THE PROJECT MANAGER The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the Site Office of the type noted in the Particular</p>	

Preliminaries, complete with furniture .He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up pedestal 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 the services of cleaner and pay all conservancy charges and keep both office and keep both office and closet in a clean and sanitary condition from the 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 by the PROJECT MANAGER a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or

WATER AND ELECTRICITY SUPPLY FOR THE WORKS

The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main

and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER. The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements or 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.

SANITATION OF THE WORKS

The Sanitation of the works shall be arranged and maintained by the

Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER

SUPERVISION AND WORKING HOURS

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

Totals Page GP-5 To Collection

M	DESCRIPTION	AMOUNT
	PROVISIONAL SUMS. The term "Provisional Sum" wherever used in these Bills of Quantities shall	

have the meaning stated in Section A item A7(i) of the Standard Method of Measurement Such sums are net and no addition shall be made to them for profit.

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PRIME COST (OR P.C.) SUMS.

The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the

Standard Method of Measurement Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods stated in Condition No. 20 of the Conditions of Contract are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.

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PROGRESS CHART.

The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole

of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.

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ADJUSTMENT OF P.C. SUMS.

In the final account all P.C. Sums shall be deducted and the amount properly expended upon the D.R's order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit

upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them. Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.

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ADJUSTMENT OF PROVISIONAL SUMS.

In the final account all Provisional Sums shall be deducted and the value of the order added to the Contract Sum. Such work shall be valued as described for

Variations in Conditions No. 22 of the Conditions of Contract, but should any part of the work be executed by a Nominated Sub-Contractor, the value of

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Totals Page GP-6 To Collection

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M	DESCRIPTION	AMOUNT
	<p>NOMINATED SUB-CONTRACTORS When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts as described in Condition No. 20 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide 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> <p>DIRECT CONTRACTS Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sums allowed.</p> <p>ATTENDANCE UPON OTHER TRADESMEN, ETC. The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p> <p>INSURANCE The Contractor shall insure as required in Conditions Nos. 22 and 23 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> <p>PROVISIONAL WORK All work described as "Provisional" in these Bills of Quantities is subject to re-measurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment</p>	<p>-</p> <p>-</p> <p>-</p> <p>-</p>

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	-
Totals Page GP-7 To Collection	-

DESCRIPTION	AMOUNT
<p>ALTERATIONS TO BILLS, PRICING, ETC. Any unauthorized alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.</p> <p>BLASTING OPERATIONS Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.</p> <p>MATERIALS ARISING FROM EXCAVATIONS Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.</p> <p>PROTECTION OF THE WORKS. Provide protection of the whole of the works contained in the Bills of Quantities, including casing , casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.</p> <p>REMOVAL OF RUBBISH ETC. Removal of rubbish and debris from the Buildings and site as it accumulates</p>	-

<p>and at the completion of the works and remove all plant, scaffolding and unused materials at completion.</p> <p>WORKS TO BE DELIVERED UP CLEAN</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</p> <p>remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of</p>	-
<u>Totals Page GP-8 To Collection</u>	-

DESCRIPTION	AMOUNT
<p>GENERAL SPECIFICATION.</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 and Public Works General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects, unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.</p> <p>MATERIALS ON SITE</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 is to include the materials of Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.</p>	

PROJECT SIGN BOARD

The contractor shall provide for project sign board detailing the project name, contract number, name of employer and the technical team.

Totals Page GP-9 To Collection

ITEM	DESCRIPTION	AMOUNT
	COLLECTION FOR GENERAL PRELIMINARIES	
	Brought forward from page GP-1	
	Brought forward from page GP-2	
	Brought forward from page GP-3	
	Brought forward from page GP-4	

Brought forward from page GP-5

Brought forward from page GP-6

Brought forward from page GP-7

Brought forward from page GP-8

Brought forward from page GP-9

**TOTALS FOR GENERAL PRELIMINARIES TO
SUMMARY**

GROUND

FLOOR

EM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT 01: SUBSTRUCTURES</u> <u>(All Provisional)</u>				
	<u>Excavations</u>				
	Excavate oversite to remove vegetable soil 200mm deep and cart as directed.	750	SM		
	Excavate trench commencing stripped level n.e 1.5m deep for strip footing and cart as directed.	180	CM		
	Excavate pit n.e 1.5m deep for column bases.	158	CM		
	Ditto for depth exceeding 1.5m but not exceeding 3m deep	12	CM		
	Return fill and ram selected excavated material around foundations and foundations columns	33	CM		
	Cart away excess excavated material from site as directed	66	CM		
	<u>Filling</u>				
	300mm thick approved hardcore bed handpacked and compacted in layers not exceeding 150mm.	198	CM		
	50mm thick murrum blinding on hardcore surfaces.	648	SM		
	<u>Foundation Walling</u>				
	200mm thick rough dressed quarry stone walling in cement sand mortar (1:3) reinforced at alternate courses using 16 gauge hoop iron.	336	SM		

		96			
J	Insecticide treatment on murrum blinded surface with 'Termidor' or equal approved anti-termite .	648	SM		
	BRC MESH				
K	B.R.C Mesh Reinforcement type A142 weighing 2.22 KG/SM with minimum 300 mm end and side laps.	648	SM		
	Totals carried to collection				

EM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SUBSTRUCTURES CONTINUATION</u> <u>(All Provisional)</u>				
	DPM				
	500 gauge polythene sheet in DPM.	648	SM		
	DPC				
	200mm thick Hessian based bituminous felt in DPC.	200	LM		
		32	LM		
	150mm thick ditto				
	<u>Mass Concrete</u>				
	Plain concrete (1:4:8) blinding under:-				
	Strip Foundations	6	CM		
		5	CM		
	Column bases & Stub				
	<u>Vibrated Reinforced Concrete CLASS 20/20mm</u>				
	(1:2:4) reinforced concrete in:-				
	Column bases	92	CM		
	Strip footing	32	CM		

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Column in foundation	3	CM		
150mm thick floor slab	648	SM		
<u>Formwork</u>				
Sawn cypress formwork to structural engineer,s specifications to:-				
Sides of column bases	110	SM		
Sides of column in foundation	56	SM		
Sides of Strip footing	112	SM		
75-150mm high sawn formwork to edge of slab	124	LM		
Totals carried to collection				

EM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SUBSTRUCTURES CONTINUATION</u>				
	<u>Reinforcement</u>				
	Square twisted high tensile reinforcement bars to BS4461 including bending, cutting, tying and spacer bloc to approval in:-				
	<u>Column Bases</u>				
		ks			
	12mm diameter	1080	KG		
	<u>Column in Foundation</u>				
	12mm diameter	900	KG		
	8mm diameter	180	KG		
	<u>Strip Footing</u>				
	10mm diameter	550	KG		

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8mm diameter	290	KG		
<u>Plinths</u>				
15mm thick cement sand 1:4 plinth render.	78	SM		
	78	SM		
Prepare and apply Bituminous paints on rendered plinth surface <u>Paving slabs</u> 1200x600x50mm thick precast concrete paving slab	150	SM		
Totals carried to collection				
Brought down from above Brought from page 02 to collection Brought from page 01 to collection				
SUBSTRUCTURES TOTALS CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT 02: WALLING & CONCRETE WORK</u> <u>Walling</u> <u>Fine dressed Natural stone walling bedded and jointed in cement sand mortar (1:3) reinforced with 20sgw x 25mm wide hoop irons at alternate courses.</u> 200mm thick	580	SM		

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150mm ditto	32	SM		
190mm thick precast solid concrete louvred block walling bedded in cement sand (1:3) mortar to approval	36	SM		
<u>Vibrated Reinforced Concrete</u>				
CLASS 20/20mm (1:2:4) reinforced concrete in:-				
Columns	10	CM		
Ring beam	19	CM		
Suspended Slab.	62	CM		
Stairs	5	CM		
Ramp	14	CM		
<u>Reinforcement</u>				
Square twisted high tensile reinforcement bars including cutting, bending,tying wires and spacer blocks				
Columns				
16mm diameter	1220	KG		
8mm diameter	900	KG		
<u>Suspended Slab</u>				
12mm diameter	3040	KG		
10mm diameter	2310	KG		
<u>Ring Beam</u>				
16mm diameter	2490	KG		
8mm diameter	870	KG		
<u>Stairs</u>				
16mm diameter	140	KG		
12mm diameter	280	KG		

		100		
	8mm diameter	46	KG	
	Ramp			
	16mm diameter	480	KG	
	12mm diameter	192	KG	
	8mm diameter	292	KG	
	Totals carried to collection			

EM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT 02: CONTINUATION</u>				
	<u>Sawn Formwork to :-</u>				
	Vertical Sides of Columns	110	SM		
	Sides and Soffits of Ring Beam.	300	SM		
	Soffits of Suspended Slab.	380	SM		
	Soffits of staircase	18	SM		
	Edges and risers of staircase 75-150mm high	26	LM		
	Sides and Soffits of Ramp.	300	SM		
	<u>Guard Rails</u>				
	900mm high balustrade comprising 75mm mild steel hand rail and 25x25x2mm thick mild steel balusters at 200mm centres in decorative patterns on staircase and landing to architect's approval	34	LM		
	Prepare and apply two finishing coats of gloss oil paint ditto	36	SM		
	Totals carried to collection				

101

<p>Brought from page 04 to collection Brought down from above</p>				
Totals carried to Summary				

EM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT 03: DOORS</u>				
	<u>Doors</u>				
	Fabricate,deliver and install 3000x2550mm high purpose made steel casement panel double door (to Arch detail) comprising 2-900mm double openable leafs to comply to B.S 990,obtained from an approved manufacturer,primed with redoxide primer before delivery to site complete with frame, hinges,handles,catches and permanent vent to approval	1	NO		
	1200x2550mm ditto	5	NO		
	<u>Paint to ditto</u>				
	Prepare and apply three coats gloss oil paint to surface of steel door externally	23	SM		
	Ditto internally	23	SM		
	1200x2550mm cypress panelled door complete with moulded door frame 150x50mm with fanlight	8	NO		

102

1200x2550mm semi solid flush door complete with moulded door frame 150x50mm with fanlight	2	NO		
900x2100mm ditto	5	NO		
50x25mm Architrave	110	LM		
25x25 mm Quadrant	110	LM		
<u>Ironmongery</u>				
100mm steel butt hinges	38	Prs		
2 -lever mortice lock complete with furniture as "UNION" or equivalent	5	NO		
<u>Painting</u>				
Gloss oil paint to surface of timber doors internally	42	SM		
Ditto externally	42	SM		
Ditto surface not exceeding 100mm for timber door frames	110	LM		
Euro cylinder mortice deadlock comprising case (7204SSS) and Euro restricted profile double cylinder (6PS 2 X 18 SC)	10	No		
Totals carried to Summary				

EM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT 04: WINDOWS</u>				
	<u>Windows</u>				
	Supply and fix the following purpose made;standard steel casement window from the approved manufacturer complete with hinges,stays,fasteners, permanent vent with mosquito gauze and sheet metal hood etc surround assembled and fixed to opening including cutting and pinning lugs to concrete or blockwork and bedding frame in cement and sand mortar (1:4)				
	1800x1500mm	1	NO		

103

B	1500x1500mm	19	NO		
C	1200x1500mm	1	NO		
C	900x900mm	2	NO		
	<u>Glazing</u>				
	6mm thick clear glazing in panes 0.1-0.5 M with putty to approved	50	SM		
	<u>Window Cill</u>				
E	300mm wide x 50mm thick insitu cast window cill to approval with 5mm diameter throat at soffites and painted <u>Painting</u>	36	LM		
F	Prepare and apply three coats gloss oil paint to surface of window panes and window cill	72	SM		
	Totals carried to collection				

EM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT 05: FINISHES</u>				
	<u>Floor</u>				
	<u>Floor</u>				
	15mm thick cement sand screed to receive floor finish	540	SM		

104

Anti- slip ceramic floor tiles to B.S 1281; local coloured glazed floor tiles to regular approved pattern, bedding & jointing in cement/sand mortar, grouting in white 300x300x6mm thick

540 SM

18mm thick terrazo floor finish with coloured finish to approval.

210 SM

100mm thick ditto but skirting

186 LM

32x3mm thick thick plastic dividing strips

316 LM

Wall Internally

15mm thick two coat cement lime sand (1:1:6) plaster trowelled smooth and comprising 12mm backing and 3mm finishing coat.

1640 SM

Prepare and apply three coats gloss oil paint to wall internally.

1640 SM

Ceramic wall tiles to B.S 1281; local coloured glazed to regular approved pattern, bedding & jointing in mortar to approval, grouting in white 230 x 170 x 6mm thick to 1.5m above ff.

Wall Externally

124 SM

15mm thick two coat cement sand (1:4) render trowelled smooth and comprising 12mm backing and 3mm finishing coat on walls, columns and beams externally

458 SM

Prepare and apply three coats gloss oil paint to ditto

458 SM

Raking cutting to approval

260 LM

Ceiling

15mm thick two coat cement lime sand (1:1:6) plaster trowelled smooth and comprising 12mm backing and 3mm finishing coat to soffits of beams and suspended slab,

720 SM

Prepare and apply three coats gloss oil paint to ditto

720 SM

Totals carried to collection

EM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT 06:FITTINGS AND FIXTURES</u>				
	<u>WC</u>				
	Stylish economical Closet- coupled washdown Vitreous china WC suite in approved colour comprising WC bowl with horizontal outlets, and cover. As "Twyfords" or other equivalent.				
	<u>Wash hand basins</u>				
	An elegently styled viteous China semimounted washhand basin with taphole & of size 560mm X 435mm in approved colour complete with, Aztec monobloc basin mixer, 32mm dia pop-up waste chromeplated,32mm chrome plated bottle trap. As"Twyfords" or approved equivalent.	5	No		
	<u>Urinals</u>				
	2200mm long Alluminium faced urinal fixed on wall with desired accessories and making good to all disturbed surfaces to approval	6	No		
		2	No		
	<u>Mirrors</u>				
	Supply & fix mirrors with bevelled edges size 1800 X 600mm in timber backing and screwed backlit	2	NO		

<u>Dhobi sink</u> Stainless steel approved dhobi sink with 32mm diameter washdown hole mounted to concrete mould with terrazo finish to approval	106 2	NO		
<u>Totals Carried to Collection</u>				

ITEM	DESCRIPTION	AMOUNT
	<u>SUMMARY FOR GROUND FLOOR.</u>	
	Element 01 :Substructures	
	Element 02 :Superstructures	
	Element 03 :Doors	
	Element 04 : Windows	
	Element 05 :Finishes	
	Element 06 :Sanitary fittings	

TOTALS CARRIED TO GRAND SUMMARY

FIRST

FLOOR

EM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT 01: WALLING & CONCRETE WORK</u>				
	<u>Walling</u>				
	<u>Fine dressed Natural stone walling bedded and jointed in cement sand mortar (1:3) reinforced with 20sgw x 25mm wide hoop irons at alternate courses.</u>				
	200mm thick	524	SM		
	150mm ditto	18	SM		
		44	SM		
	190mm thick precast solid concrete louvred block walling bedded in cement sand (1:3) mortar to approval				
	<u>Vibrated Reinforced Concrete</u>				
	CLASS 20/20mm (1:2:4) reinforced concrete in:-				
	Columns	10	CM		
	Ring beam	25	CM		
	R.C Gutter	16	CM		
	<u>Reinforcement</u>				
	Square twisted high tensile reinforcement bars including cutting, bending,tying wires and spacer blocks <u>Columns</u>				
	16mm diameter	1220	KG		
	8mm diameter	900	KG		
	<u>R. C. Gutter</u>				
	16mm diameter	140	KG		
	12mm diameter	3470	KG		
	<u>Ring Beam</u>				
	16mm diameter	2490	KG		

109

8mm diameter	870	KG		
Totals carried to collection				

EM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT 01: CONTINUATION</u>				
	<u>Sawn Formwork to :-</u>				
	Vertical Sides of Columns	110	SM		
	Sides and Soffits of Ring Beam.	300	SM		
	Sides and Soffits of Gutter.	280	SM		
	<u>Guard Rails</u>				
	900mm high balustrade comprising 75mm mild steel hand rail and 25x25x2mm thick mild steel balusters at 200mm centres in decorative patterns on staircase and landing to architect's approval	32	LM		
	Prepare and apply two finishing coats of gloss oil paint ditto	34	SM		
	Totals carried to collection				

110

Brought from page 04 to collection
Brought down from above

Totals carried to Summary

EM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT 02: DOORS</u>				
	<u>Doors</u>				
	Fabricate,deliver and install 3000x2550mm high purpose made steel casement panel double door (to Arch detail) comprising 2-900mm double openable leafs to comply to B.S 990,obtained from an approved manufacturer,primed with redoxide primer before delivery to site complete with frame, hinges,handles,catches and permanent vent to approval	1	NO		
	1200x2550mm ditto	1	NO		
	<u>Paint to ditto</u>				

111

Prepare and apply three coats gloss oil paint to surface of steel door externally	11	SM		
Ditto internally	11	SM		
1200x2550mm cypress panelled door complete with moulded door frame 150x50mm with fanlight	9	NO		
900x2100mm ditto	5	NO		
50x25mm Architrave	110	LM		
25x25 mm Quadrant	110	LM		
<u>Ironmongery</u>				
100mm steel butt hinges	38	Prs		
2 -lever mortice lock complete with furniture as "UNION" or equivalent	5	NO		
<u>Painting</u>				
Gloss oil paint to surface of timber doors internally	42	SM		
Ditto externally	42	SM		
Ditto surface not exceeding 100mm for timber door frames	110	LM		
Euro cylinder mortice deadlock comprising case (7204SSS) and Euro restricted profile double cylinder (6PS 2 X 18 SC)	9	No		
Totals carried to Summary				

EM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
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ELEMENT 03: WINDOWS**Windows**

Supply and fix the following purpose made;standard steel casement window from the approved manufacturer complete with hinges,stays,fasteners, permanent vent with mosquito gauze and sheet metal hood etc surround assembled and fixed to opening including cutting and pinning lugs to concrete or blockwork and bedding frame in cement and sand mortar (1:4)

1800x1500mm

1

NO

1500x1500mm

23

NO

1200x1500mm

1

NO

900x900mm

3

NO

Glazing

6mm thick clear glazing in panes 0.1-0.5 M with putty to approved

56

SM

Window Cill

300mm wide x 50mm thick insitu cast window cill to approval with 5mm diameter throat at soffites and painted **Painting**

42

LM

113

Prepare and apply three coats gloss oil paint to surface of window panes and window cill

78

SM

Totals carried to collection

EM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT 04: FINISHES</u>				
	<u>Floor</u>				
	<u>Floor</u>				
	15mm thick cement sand screed to receive floor finish	440	SM		
	Anti- slip ceramic floor tiles to B.S 1281; local coloured glazed floor tiles to regular approved pattern, bedding & jointing in cement/sand mortar, grouting in white 300x300x6mm thick				
	<u>Wall Internally</u>	440	SM		
	15mm thick two coat cement lime sand (1:1:6) plaster trowelled smooth and comprising 12mm backing and 3mm finishing coat.	1380	SM		
	Prepare and apply three coats gloss oil paint to wall internally.	1380	SM		

114

Ceramic wall tiles to B.S 1281; local coloured glazed to regular approved pattern, bedding & jointing in mortar to approval ,grouting in white 230 x 170 x 6mm thick to 1.5m above ff.

Wall Externally

15mm thick two coat cement sand (1:4) render trowelled smooth and comprising 12mm backing and 3mm finishing coat on walls, columns and beams externally

Prepare and apply three coats gloss oil paint to ditto

Raking cutting to approval

Ceiling

12mm thick chipboard ceiling nailed to approved battens

12x75mm wrot cypress covetto moulded cornice plugged

Assorted 50x50mm and 75x50mm sawn cypress timber battens to receive ditto

Prepare and apply three coats emulsion paint on ceiling soffites.

76 SM

412 SM

412 SM

260 LM

660 SM

320 LM

1860 LM

660 SM

Totals carried to collection

EM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT 05:FITTINGS AND FIXTURES</u>				
	<u>WC</u>				
	Stylish economical Closet- coupled washdown Vitreous china WC suite in approved colour comprising WC bowl with horizontal outlets, and cover. As "Twyfords" or other equivalent.				
	<u>Wash hand basins</u>	3	No		

115

An elegantly styled vitreous China semimounted washhand basin with taphole & of size 560mm X 435mm in approved colour complete with, Aztec monobloc basin mixer, 32mm dia pop-up waste chrome plated, 32mm chrome plated bottle trap. As "Twyfords" or approved equivalent.

Urinals

2200mm long Aluminium faced urinal fixed on wall with desired accessories and making good to all disturbed surfaces to approval

Mirrors

Supply & fix mirrors with bevelled edges size 1800 X 600mm in timber backing and screwed backlit

4

No

2

No

2

NO

Totals Carried to Collection

EM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT 06:</u> <u>ROOFING Roof covering</u>				
A	Gauge 28 prepainted IT4 box profile roofing iron sheets bolted to steel trusses to approval	830	SM		

	116			
B 400mm wide Ridge and valley cap to match	94	LM		
<u>Rain Water Goods</u>				
C GI Downpipes 100mm diameter including brackets and shoe to approval	82	LM		
	26	LM		
Extra over for swanneck and shoe				
<u>Paint</u>				
E Prepare and apply three coats of first quality plastic emulsion paint to:- Rain water goods	68	SM		
<u>Timber Members</u>				
<u>All structural members to be from approved manufacturer welded on site with every joint welded with gusset plate</u>				
F 75x50X3mm RHS member	304	LM		
50x50X3mm RHS member	246	LM		
50x165x50mm Zed purlins	580	LM		
<u>Bolts</u>				
J 16mm diameter U-bolts	128	NO		
300x200x10mm thick Gusset plate	2	SM		
<u>Totals Carried to Collection</u>				

EM	DESCRIPTION	AMOUNT
	<p><u>SUMMARY FOR FIRST FLOOR.</u></p> <p>Element 01 :Walling & Concrete Work</p> <p>Element 02 :Doors</p> <p>Element 03 :Windows</p> <p>Element 04 : Finishes</p> <p>Element 05 : Sanitary Fittings</p> <p>Element 06 : Roofing & Rain Water Goods</p>	

TOTALS CARRIED TO COLLECTION

ITEM	DESCRIPTION	AMOUNT
	<u>BUILDING WORKS SUMMARY</u>	
	Ground Floor Summary	
	First floor summary	

TOTALS CARRIED TO GRAND SUMMARY

SEPTIC TANK

EM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SEPTIC TANK</u>				
	<u>ELEMENT 01</u>				
	<u>Excavations</u>				
A	Excavate mass commencing from ground level for n.e 1.5m deep and cart as directed.	148	CM		
B	Ditto but exceeding 1.5m b.n.e 3.0m deep.	148	CM		
C	Ditto but exceeding 3.0m b.n.e 4.5m deep.	74	CM		
	<u>Concrete Work</u>				
	<u>Blinding Layer</u>				
D	concrete blinding layer of mix 1:4:8 levelled and made good laid on properly cleared surface	4	CM		
	<u>Concrete mix 1:2:4 in :-</u>				
E	200mm thick floor slab	17	CM		
F	Suspended slab	12	CM		
G	Reinforced walls including baffle walls	36	CM		
	<u>Formwork</u>				
	<u>Sawn cypress Formwork to:-</u>				
I	Soffits of top slab	68	SM		
I	Sides and soffits of all Walls	254	SM		

121

	Edges of top slab and manholes	10	LM		
Totals Carried to Summary					

EM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT 02				
	<u>Reinforcement</u>				
	<u>Supply and fix the following high tensile square twisted reinforcement bars to B.S. 4461 including all the necessary cutting, bending and binding wire and include for spacer Blocks</u>				
	12mm diameter	3240	KG		
	16mm diameter	2430	KG		
	BRC MESH				
	BRC A142 Mesh with end and side laps	34	SM		
	<u>Wall finishes (internal)</u>				
	Gauged plaster 12mm thick 2No. Coatwork, 9mm backing c/s mortar (1:4);3mm finishing coat of cement and lime (1:1) :steel trowelled generally to concrete walls internally	330	SM		
	Ditto externally	280	SM		
	<u>Manhole Covers</u>				

		122			
F	600x450 mm heavy duty cast iron manhole covers with frame & preprimed to approval made good & placed in place to specs				
G	Supply and erect 100mm diameter vent pipe to architect's approval	6	NO		
		1	NO		
Totals Carried to Summary					

ITEM	DESCRIPTION	AMOUNT
	<u>BUILDING WORK SUMMARY FOR SEPTIC TANK</u>	
	Substructure and Concrete Works	
	Finishes and Fittings	

123

Total for Septic Tank Carried to Grand Summary**PROPOSED SOAK AWAY PIT**

EM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT 01</u> <u>Excavations</u>				

124

A	Excavate mass commencing from ground level for n.e 1.5m deep and cart as directed.	18	CM		
B	Ditto but exceeding 1.5m b.n.e 3.0m deep.	14	CM		
C	Ditto but exceeding 3.0m b.n.e 4.5m deep.	14	CM		
C	Ditto but exceeding 4.5m b.n.e 6.0m deep.	8	CM		
	<u>Filing</u>				
	<u>Hardcore Fill</u>				
D	Fill in the pit with large hardcore boulders to approved levels	42	CM		
		22	SM		
	<u>Walling</u>				
	150m thick quarry stone walling				
	<u>Concrete mix 1:2:4 in :-</u>				
E	200mm thick base footing	1	CM		
F	Suspended slab 150mm thick	5	SM		
	<u>Formwork</u>				
	<u>Sawn cypress Formwork to:-</u>				
I	Soffits of top slab	5	SM		
	<u>Reinforcement</u>				
	<u>Supply and fix the following high tensile square twisted reinforcement bars to B.S. 4461 including all the necessary cutting, bending and binding wire and include for spacer</u>				
	<u>Blocks</u>				
A	10mm diameter	120	KG		
B	8mm diameter	68	KG		
	Totals Carried to Summary				

125

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT 02 <u>Manhole Covers</u> 600x450 mm heavy duty cast iron manhole covers with frame & preprimed to approval made good & placed in place to specs <u>finishes</u>	1	NO		

126

3	Gauged plaster 12mm thick 2No. Coatwork, 9mm backing c/s mortar (1:4);3mm finishing coat of cement and lime (1:1) :steel trowelled generally to concrete top surface externally	5	SM		
Totals Carried to Summary					

ITEM	DESCRIPTION	AMOUNT
<u>BUILDING WORK SUMMARY FOR SOAK PIT</u>		
	Substructure and Concrete Works	

Finishes and Fittings

Totals for Soak away Pit carried to Grand Summary

EM	DESCRIPTION	AMOUNT
	<u>PROVISIONAL AND PRIME COST SUMS</u>	

128

Allow a Provisional Sum of Kenya Shillings Five Hundred Thousand Only for Electrical Works and Lightning arrestor	500,000.00
Allow a Provisional Sum of Kenya Shillings Five Hundred Thousand Only for Plumbing related works	500,000.00
Allow a sum of Kenya Shillings One Million Two Hundred Thousand only Contingencies	1,200,000.00
Allow a sum of Kenya Shillings Five Hundred Thousand only for Project Management	500,000.00
SUMMARY FOR PRIME COST SUMS	2,700,000.00

ITEM	DESCRIPTION	AMOUNT	
		For Official Use	For Contractor's Use
	GRAND SUMMARY		
	Particular Preliminaries		
	General Preliminaries		
	Builder's Works		
	Septic Tank		
	Soak Away Pit		
	Prime Cost & Provisional Sum		2,700,000.00
	SUB TOTAL		
	Add: 16% V.A.T		All Inclusive
	TOTAL COST OF WORK		

.....
SIGNATURE OF CONTRACTOR AND OFFICIAL STAMP

CONTRACTOR'S NAME.....

ADDRESS..... DATE.....

WITNESS NAME..... SIGN.....

COUNTY GOVERNMENT OF ELGEYO MARAKWET



**PROPOSED IMPROVEMENT OF DRAINAGES AND WALKWAYS
ITEN TOWNSHIP ROADS**

BILLS OF QUANTITIES

PROPOSED IMPROVEMENTS OF DRAINAGES AND WALKWAYS .

KCB -JAMAICA ROAD LINK A, KALYET SUPERMARKET- SENGWER ROAD LINK B , ,
STAGE -KARANEI LINK C , KMTC ROAD LINK D, DELIVARENCE CHURCH - POST -LINK E
SENGWER KABARNET ROAD LINK F,VIEW POINT WATER WAYS, ITEN FIELD.

TENDER NO

PREPARED BY

ROADS , PUBLIC WORKS & TRANSPORT ELGEYO
MARAKWET COUNTY

ISSUED BY

ITEN MUNICIPALITY
ELGEYO MARAKWET COUNTY

CLIENT

LAND, WATER ENVIROMENT
ELGEYO MARAKWET COUNTY

BILL NO. 1: PRELIMINARY AND SUPERVISORY/SUPPORT SERVICES			
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132

ITEM	DESCRIPTION	UNIT	QTY	RATES	AMOUNT
1.01	Allow a Prime cost of KShs. 50000 for supervision	PC Sum	1	50,000	50,000.00
1.02	Allow a Prime cost of KShs. 100000 for utilities damages	PC Sum	1	100,000	100,000.00
	Total carried forward to summary page				150,000.00

	Bill No.5 Total Carried Forward to Grand Summary				

BILL NO. 8: CULVERTS AND DRAINAGE WORKS					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<i>Note: No separate payments shall be made for gravel for blinding or hauling to spoil unsuitable excavation materials and the cost of such shall be included in the rates and prices</i>				
	excavation in soft material for pipe culverts , subsoil drains, headwalls, wing walls, toes walls, including support of trench sides, backfilling and compacting as specified or as directed by the engineer.				
8.01	provide, lay and joints 450mm ID concrete pipes	M	30		
8.02	provide, lay and joints 600mm ID concrete pipes	M	9		
8.03	150mm thick stone pitching to sides drains	m2	300		

138

	Bill No. 18 Total Carried Forward to Summary				-

SUMMARY OF BILL OF QUANTITIES		
BILL ITEM	DESCRIPTION	AMOUNT (Kshs)
1	Preliminaries and General Items	150,000.00
5	Earthworks	-
8	Culvert and drainage work	-
12	NATURAL MATERIALS FOR BASE AND SUBBASE	
16	Bitumenious surface treatment .	-
20	Road furnitures	-
(A)	SUB-TOTAL (1) Carried Forward to Grand Summary	

	Bill No. 12 Total Carried Forward to Summary			0
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BILL NO. 16: BITUMINOUS SURFACE TREATMENTS AND ASPHALT CONCRETE					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
16.01	Prepare surface of carriageway , shoulders , busbay, accesses and junctions , provide and spray K160 tack coat bitumen at a spray rate of 0.61.2ts / m2	lts	1,800		
16.02	provide, lay and spread evenly 35mm thick asphalt concrete covering the walkway . The grading of the mixer of coarse and fine aggregates shall be within and approximately parrallel to the grading envelopes given in the table 16B-1 of the standard specification for roads and bridges construction for type 11, 0/14mm wearing course.	m3	40		
Bill No. 16 Total Carried Forward to Summary					-

BILL NO. 20: ROAD FURNITURES

145

1	Preliminaries and General Items	150,000.00
5	Earthworks	-
8	Culvert and drainage work	-
12	NATURAL MATERIALS FOR BASE AND SUBBASE	
16	bitumenious surface treatment .	-
20	Road furnitures	-
(A)	SUB-TOTAL (2) Carried Forward to Grand Summary	

BILL NO. 5: EARTHWORKS					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5.01	cut to spoil in soft material	m3	2,100		
5.02	compact 150mm layers below embankments or improved subgrade to 95% MDD (AASHTO T .99)	m2	2,100		
5.03	plant side slope and back slope with selected grass	m2	1,000		
5.04	cut to spoil in hard material	m3	250		
Bill No.5 Total Carried Forward to Grand Summary					-

BILL NO. 8: CULVERTS AND DRAINAGE WORKS					

152

1	Preliminaries and General Items	150,000.00
5	Earthworks	-
8	Culvert and drainage work	-
12	NATURAL MATERIALS FOR BASE AND SUBBASE	-
15	bitumenious surface treatment .	-
20	Road furnitures	-
(A)	SUB-TOTAL (3) Carried Forward to Grand Summary	

154

7.02	stone pitching to inlet and outlet of culvert inclusive of preparation and 1:3 cement /sand mortar	m2	12		
	Bill No.5 Total Carried Forward to Summary				-

BILL NO. 8: CULVERTS AND DRAINAGE WORKS					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<i>Note: No separate payments shall be made for gravel for blinding or hauling to spoil unsuitable excavation materials and the cost of such shall be included in the rates and prices</i>				
8.01	Excavate soft material 150mm deep,provide and joint 600mm diameter half round concrete channels on 75mm gravel blinding with 150mm concrete haunch to areas aswill be shown (ref. clause 8.02, 8.04, 8.06,8.12,8.13 of standard specification.	m	180		
8.02	150mm thick stone pitching to side drain all along the road side both sides where necessary	m2	108		

BILL NO. 20:ROAD FURNITURE.					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Excavate for, provide for, lay and joint 250* 125mm precast concrete raised or ramped kerbs haunched in 100mm thick class 15/20 mm concrete base bed ing and mortar joined in support to carriageway , bus bays and junctions as directd .				
20.01	1) 250* 125mm straight kerbs	m	300		
	2) kerbs radious 12-6m	m	22		
	3) straight channels (125*100mm	m	360		
	Bill No. 18 Total Carried Forward to Grand Summary				-

SUMMARY OF BILL OF QUANTITIES		
BILL ITEM	DESCRIPTION	AMOUNT (Kshs)
1	Preliminaries and General Items	230,000.00
7	excavation and filling for structures	-
8	Culvert and drainage work	-
20	Road furnitures	-
(A)	SUB-TOTAL (4) Carried Forward to Grand Summary	

BILL NO. 1: PRELIMINARY AND SUPERVISORY/SUPPORT SERVICES					
ITEM	DESCRIPTION	UNIT	QTY	RATES	AMOUNT
1.01	Allow a Prime cost of KShs. 50000 for supervision	PC Sum	1	50,000	50,000.00
1.02	Allow a Prime cost of KShs. 100000 for utilities damages	PC Sum		100,000	100,000.00
Total carried forward to summary page					150,000.00

BILL NO. 7: EXCAVATION AND FILLING FOR STRUCTURES				
--	--	--	--	--

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1	Preliminaries and General Items	150,000.00
5	excavation and filling	-
17	Culvert and drainage work	-
20	Road furniture	-
(A)	SUB-TOTAL (5) Carried Forward to Grand Summary	

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	<i>filling the field to raise the levels from 1994.00mm to 1994.50mm</i>				
5.00	Supply and dumping of red soil to raise the levels inside the two football playground 100m x 70m	m3	450		
5.00	spreading of red soil to the required level by use of motor grader 131-155hp	hrs	15		
5.00	compaction of the field	hrs	10		
Bill No.5 Total Carried Forward to Summary					-

BILL NO. 8: CULVERTS AND DRAINAGE WORKS					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<i>Note: No separate payments shall be made for gravel for blinding or hauling to spoil unsuitable excavation materials and the cost of such shall be included in the rates and prices</i>				

8.01	culvert installation 600mm: Bed class 15/15, Wing walls , apron, Head wall and toe beam class 20/20,with surround class 20/20 and end structures reinforced with BRC A142 mesh including backfilling with approved material	m	18		
8.02	excavation of open drain from kiptabus river to Iten field along the road , around the field and invert drain from field to control storm water.	m3	500		
8.03	Provide and place concrete Bed class 15/15 on drains	m3	35		
8.04	stone pitch the open drain from kiptabus river to Iten field along the road , around the field .	m2	1,500		
Bill No. 8 Total Carried Forward to Summary					-

SUMMARY OF BILL OF QUANTITIES

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BILL ITEM	DESCRIPTION	AMOUNT (Kshs)
1	Preliminaries and General Items	150,000.00
5	Earth work	-
8	Culvert and drainage work	-
		-
(A)	SUB-TOTAL (6) Carried Forward to Grand Summary	

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7.02	provide ,place and compact rockfill below the bed of the structure with selected material as directed by the engineer.	m3	3		
7.03	provide and place gabion mesh and matress (1x1x2m) across the view point ways along recreation park at interval of 100m , Inside the park and along the viewing area at the park.	no	60		
7.04	Rock filling to the gabions	m3	150		
Bill No.5 Total Carried Forward to Summary					-

BILL NO. 8: CULVERTS AND DRAINAGE WORKS					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT

	<i>Note: No separate payments shall be made for gravel for blinding or hauling to spoil unsuitable excavation materials and the cost of such shall be included in the rates and prices</i>				
8.01	150mm thick stone pitching to side drain all along the road side both sides where necessary	m2	250		
8.02	provide place and compact concrete class 15/ 20 to the top of gabions	m3	5		
	Bill No. 8 Total Carried Forward to Summary				-

GRAND SUMMARY OF BILL OF QUANTITIES

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BILL ITEM	DESCRIPTION	AMOUNT (Kshs)
1	Preliminaries and General Items	200,000.00
7	EXCAVATION AND FILLING FOR STRUCTURES	-
8	Culvert and drainage work	-
(A)	SUB-TOTAL (7) Carried Forward to Grand Summary	

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	Bill No.5 Total Carried Forward to Summary				-

BILL NO. 17: CULVERTS , DRAINAGE WORKS AND CONCRETE					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	COVERED DRAIN .				
17.01	provide place and compact blinding concrete class 15/ 20 50mm thick foundation of wing walls and abutments	m3	4		
17.02	provide place and compact concrete class 15/ 20 to bases, walls and slab all in accordances with drawing	m3	100		
17.03	provide , erect and desmantale formwork to provide class F1 finish to footing , walls and slab	m2	600		
	provide ,cut bend and fix as shown on drawing and as specified in the following items of reinforcement				
17.04	high tensile bar reinforcement to bs 4461 of dia greater 16mm	kg	4		
17.05	Excavate soft material 150mm deep,provide and joint 600mm diameter half round concrete channels on 75mm gravel blinding with 150mm concrete haunch to areas aswill be shown (ref. clause 8.02, 8.04, 8.06,8.12,8.13 of standard specification.	m	100		

	Bill No. 18 Total Carried Forward to Summary				-

SUMMARY OF BILL OF QUANTITIES		
BILL ITEM	DESCRIPTION	AMOUNT (Kshs)
1	Preliminaries and General Items	150,000.00
5	excavation and filling	-
17	Culvert and drainage work	-
20	Road furniture	-
(A)	SUB-TOTAL (8) Carried Forward to Grand Summary	

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7.02	stone pitching to inlet and outlet of culvert inclusive of preparation and 1:3 cement /sand mortar	m2	50		
	Bill No.7Total Carried Forward to Summary				-

BILL NO. 8: CULVERTS AND DRAINAGE WORKS					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<i>Note: No separate payments shall be made for gravel for blinding or hauling to spoil unsuitable excavation materials and the cost of such shall be included in the rates and prices</i>				
8.01	Excavate soft material 150mm deep,provide and joint 600mm diameter half round concrete channels on 75mm gravel blinding with 150mm concrete haunch to areas aswill be shown (ref. clause 8.02, 8.04, 8.06,8.12,8.13 of standard specification.	m	320		
8.02	150mm thick stone pitching to side drain all along the road side both sides where necessary	m2	640		

	Bill No. 18 Total Carried Forward to Summary				-

SUMMARY OF BILL OF QUANTITIES		
BILL ITEM	DESCRIPTION	AMOUNT (Kshs)
1	Preliminaries and General Items	150,000.00
7	excavation and filling	-
8	Culvert and drainage work	-
20	Road furnitures	-
(A)	SUB-TOTAL (9) Carried Forward to Grand Summary	

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SUMMARY OF BILL OF QUANTITIES		
BILL ITEM	DESCRIPTION	AMOUNT (Kshs)
1	Preliminaries and General Items	150,000.00
5	Excavation and filling	-
8	Culvert and drainage work	-
20	Road furnitures	-
(A)	SUB-TOTAL (10) Carried Forward to Grand Summary	

	Bill No. 18 Total Carried Forward to Summary				-

SUMMARY OF BILL OF QUANTITIES		
BILL ITEM	DESCRIPTION	AMOUNT (Kshs)
1	Preliminaries and General Items	150,000.00
7	Excavation and filling	-
8	Culvert and drainage work	-
20	Road furnitures	-
(A)	SUB-TOTAL (11) Carried Forward to Grand Summary	

KENYA URBAN SUPPORT PROGRAMME (KUSP) E.M.C.-ITEN MUNICIPALITY

General grand summary

GRAND SUMMARY OF BILL OF QUANTITIES		
road	description	AMOUNT (Kshs)
	Provide, erect and maintain publicity signs NO 2 one for drainage and walky as directed by the Engineer	
	walkway description	amount
	Police line walkway -(Sub total summary 1)	-
	Hospital walkway-(Sub total summary 2)	-
	View point walkway -(Sub total summary 3)	-
	SUB TOTAL(A)	-
		LENGTH (M)
	KCB back street road 180-(Sub total summary 4)	-
	Kalyet supermarket - sengwer road 120-(Sub total summary 5)	-
	koisongur and Iten field. 800-(Sub total summary 6)	-
	View point and recreation park -(Sub total summary 7)	-
	Sengwer- keriova road 160-(Sub total summary 8)	-
	Karanei - delivarences road 180-(Sub total summary 9)	-
	KMTC - road 100 -(Sub total summary 10)	-
	Stage access road 100-(Sub total summary 11)	-
		-
		-
	TOTAL LENGTH 1060	
	SUB TOTAL(B)	-

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	GRAND TOTAL (A+B)	-



COUNTY GOVERNMENT OF ELGEYO MARAKWET

ITEN MUNICIPALITY

ITEN INFRASTRUCTURE DEVELOPMENT 2019-2020 FINANCIAL YEAR

**PROJECT: SUPPLY, TEST AND COMMISSION OF GARBAGE
COLLECTION COMPACTOR TRUCK 10M3, LITTER BINS AND
SKIP CONTAINER .**

Item	Description	Unit	Qty	Unit price	Total Price	Delivery period .

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1	SUPPLY, TEST AND COMMISSION OF GARBAGE COLLECTION COMPACTOR TRUCK 10M3 (Special Tools inclusive)	NO	1			
2	SUPPLY, DELIVER AND INSTALL OF LITTER BINS.	NO	60			
3	SUPPLY, DELIVER AND INSTALL OF SKIPPERS CONTAINERS.	NO	8			

TECHNICAL SPECIFICATION FOR GARBAGE COLLECTION COMPACTOR TRUCK 10M3

SPECIFICATION	REQUIREMENT	TENDER
A. TRUCK (CAB-CHASSIS)		
MAKE	-	
MODEL	-	
COUNTRY OF ORIGIN	-	
MANUFACTURER'S LITERATURE , AUTHORIZATION AND SPECIFICATIONS	Yes	------(Ye

SUPPLIED & IN ORIGINAL FORM.		Mandatory	
1. GENERAL			
a)	A standard production, 4x2, 8 ton payload, 10-12 m ³ refuse collection compactor truck, of latest design, robust construction, in current production, marketed in Kenya.	Yes, Yes, Yes	----- (Ye
b)	Supplied new.	Yes	----- (Ye
c)	Designed to heavy-duty export specifications, capable of operating in tropical conditions over paved and unpaved roads.	Yes, Yes, Yes	----- (Ye
d)	Suitable for collecting, compacting and transporting refuse.	Yes	----- (Ye
e)	Control Forward/Normal	Specify	-----
2. DIMENSIONS AND WEIGHTS			
a)	Overall length approx.	7,500mm	-----
b)	Overall width, approx.	2,300mm	-----
c)	Overall height approx.	3,400mm	-----
d)	Wheelbase, approx.	4,500mm	-----
e)	Length of chassis aft of cab, approx.	4,500mm	-----
f)	Kerb weight(excluding body), approx.	4,500Kg	-----
g)	G.V.W, approx.	18,000kg	-----
h)	Payload, approx.	8,000kg	-----
i)	Permissible/legal front (steering) axle load, max.	8,000Kg	-----
j)	Permissible/legal rear (for dual wheels) axle load, max.	10,000Kg	-----
k)	Ground clearance approx.	300mm	-----
l)	Rear overhang approx	1200mm	-----
3. ENGINE			
a)	Make	-	
b)	Model	-	
c)	Country of origin	-	
d)	Engine performance curves supplied.	Yes	----- (Ye

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e)	Diesel Engine, water-cooled, 4 Stroke.	Yes, Yes, Yes	----- (Ye
f)	Mode of aspiration. (Natural/Turbocharged)	Specify	-----
g)	Piston displacement, approx.	5,000-10,000cc	-----
h)	Number of cylinders, min.	4/6	-----
i)	Maximum power output / rpm, min.	200HP / 2600rpm	-----HI
j)	Maximum torque developed /rpm, min.	500Nm /1600rpm	-----Nm
k)	Air cleaner type, disposable/ oil bath.	Specify	-----
l)	Oil and fuel filter type	Disposable	-----
m)	Average fuel consumption (on full load)	Specify	-----
n)	Fuel tank capacity, approx.	200Lt	-----
o)	Extra fuel tank fitted Capacity	Yes Specify	----- (Ye -----

4. CLUTCH AND TRANSMISSION

a)	Clutch, dry type, single plate.	Yes, Yes	----- (Ye
b)	Clutch, system actuation, Hydraulic	Yes	----- (Ye
c)	Gearbox, synchromesh.	Yes	----- (Ye
d)	Number of speeds, min.	5F, 1R	----- F/
e)	Drive configuration.	4x2	----- x--

5. BRAKES, TYRES AND SUSPENSION.

a)	Brakes, hydraulic-pneumatic assisted.	Yes	----- (Ye
b)	Mechanical parking brake to act on transmission.	Yes	----- (Ye
c)	Rear tyres.	Dual	-----
d)	Tires size locally available.	Yes	----- (Ye
e)	Optimum tire size	Specify	-----
f)	Suspension, front and rear heavy-duty leaf springs with telescopic shock absorbers at front.	Yes, Yes	----- (Ye

6. STEERING, CONTROL AND CAB.

a)	Right Hand drive steering	Yes	----- (Ye
b)	Steering Type.	Assisted	-----

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c)	All steel, spacious cab to seat 3 passengers comfortably.	Yes, Yes	----- (Ye
d)	Adjustable driver's seat.	Yes	----- (Ye
e)	Seat belts to conform to KEBS 06-664:1985 STANDARD.	Yes	----- (Ye

7. ELECTRICAL SYSTEM AND INSTRUMENTS

a)	System voltage, negative earth.	24V, Yes	----- (Ye
b)	Battery capacity and size.	Specify	-----
c)	Full lighting to conform to Cap 403 Subs.23-Kenya Traffic Act.	Yes	----- (Ye
d)	Standard instruments, gauges and warning lights for charging circuit, oil pressure, coolant temperature etc.	Yes	----- (Ye

8. EQUIPMENT ETC.

a)	Heavy-duty type front fender.	Yes	----- (Ye
b)	Laminated (safety) windshield.	Yes	----- (Ye
c)	Sun visors supplied.	Yes	----- (Ye
d)	Rear view mirrors (external both sides and internal) supplied.	Yes	----- (Ye
e)	Full size spare tyre with rim and carrier mounted under truck.	Yes	----- (Ye
f)	Hydraulic (telescopic) jack, wheel brace and manufacturer's standard tools, supplied.	Yes, Yes, Yes	----- (Ye
g)	Any other equipment (or accessories) supplied.	Specify	----- ----- ----- -----
h)	Vehicle to be fitted with electronic speed governor	Yes, Mandatory	----- (Ye
i)	Governor to limit maximum speed to 80km/hr	Yes, Mandatory	----- (Ye
j)	Governor to be tamper proof	Yes, Mandatory	----- (Ye

B. REFUSE COLLECTION COMPACTOR BODY

9.	BODY CONSTRUCTION		
-----------	--------------------------	--	--

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a)	The requirement is for a fabricated 10-12m ³ capacity refuse collection compactor body type to be mounted on the cab/ chassis.	YES, YES	_____ (
b)	Designed to suit the given Truck chassis with minimum capacity.	Yes, 10-12m ³	----- (
c)	Standard manufacturers shape	Yes	----- (Ye
d)	Body dimensions approximately, Length, Width,	4000mm 2,200mm	-----
e)	High tensile steel fabricated smooth sided full width refuse collection body.	Yes	----- (Ye
f)	Fitted with under floor sump to prevent liquid seepage and to allow clean discharge of any liquid content.	Yes	----- (Ye
10	HOPPER		
a)	Fitted with a suitable high tensile abrasion resistant Steel hopper for loading/unloading refuse.	Yes	----- (Ye
b)	Swept volume capacity min.	2.4m ³	-----
c)	Full uncluttered loading width	1.8m	
d)	Low rail height for manual loading versatile bin lift mounting.	Yes	----- (Ye
e)	Bolt-on rail adaptor for bin lifts	Yes	----- (Ye
f)	With pressed side plates forming integrated channels to guide the packing mechanism.	Yes	----- (Ye
g)	With integral full height body/hopper seal to prevent liquid leakage from the bottom edge and hopper sides.	Yes	----- (Ye
h)	Reduced overhang for improved weight distribution and manoeuvrability.	Yes	----- (Ye
11.	PACKING MECHANISM		
a)	Fitted with a suitable high tensile abrasion resistant steel packing mechanism Two plate fabricated packer/sweeper design	Yes	----- (Ye

b)	Slides within hopper channels on low friction self lubricating bearings	Yes	----- (Ye
c)	With heavy duty packer and sweeper cylinders.	Yes	----- (Ye
d)	Cycle time approx.	20seconds	----
12.	REFUSE EJECTION BARRIER		
a)	Fitted with a barrier face of suitable high tensile abrasion resistant steel forming a smooth and an unobstructed discharge surface.	Yes	----- (Ye
b)	With suitable bearings for guiding the barrier along rails within the body.	Yes	----- (Ye
c)	With multistage double acting hydraulic cylinder for efficient ejection and retraction.	Yes	----- (Ye
13.	HYDRAULIC SYSTEM		
a)	Fitted with a barrier face of suitable hydraulic system with PTO mounted close coupled pump, delivery rate 88l/min at 1000rpm	Yes	----- (Ye
b)	Body mounted tank with remote pressure fill with return line filter.	Yes	----- (Ye
c)	Engine speed is maintained by electronic throttle control system when hydraulic power consumption increases.	specify	
d)	Separate spool electro-pneumatic operated valves control all systems functions.	specify	
e)	With heavy duty inverted sweeping cylinders fitted with maintenance free spherical bearings.	specify	
f)	With heavy duty inverted packing cylinders mounted outside the hopper, clear of the loading area.	specify	
g)	With roof mounted hopper lift cylinders	specify	
14.	ELECTRICAL AND ACCESSORIES		
a)	Printed circuit board located in cab for easy access and maintenance	Yes	----- (Ye

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b)	Fully integrated system logic, fully water proofed side mounted junction box contained within a locker.	Yes	----- (Ye
c)	Colour coded wiring.	Yes	----- (Ye
d)	Weather proof switch, plug, socket connectors	Yes	----- (Ye
e)	With interlocks i.e. Automatic body/hopper.to prevent mechanisms from working unless the hopper is fully lowered, /automatic gear box, load holding valves, operation indicator and high level rear lights etc. to enhance safety	specify	
f)	Any other equipment.	Yes	----- (Ye

15. WARRANTY

a)	Specimen of vehicle warranty to be submitted when tendering.	Yes	----- (Ye
b)	Each vehicle supplied to carry a statement of warranty.	Yes Mandatory	----- (Ye
c)	Warranty duration min., 12 Months or 40,000 Km whichever occurs first.	Specify	----- -----M

16. MANUALS

a)	All literature in English language.	Yes	----- (Ye
b)	Shop manuals/CD supplied.	1 per vehicle Mandatory	----- (Ye
c)	Parts catalogue supplied.	1 per vehicle Mandatory	----- (Ye
d)	Driver's handbook and service schedule supplied.	1 per vehicle Mandatory	----- (Ye

17. ADDITIONAL REQUIREMENTS

a)	Truck to be registered with the Registrar of Motor Vehicles.	Yes	----- (Ye
b)	Truck to be inspected by the Chief Mechanical and Transport Engineer for compliance with the specification throughout the construction stages and prior to delivery to the user.	Yes Mandatory	----- (Ye
c)	Franchise holder (representative in Kenya)	Yes	----- (Ye

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If not, specify relationship with the Franchise holder	Specify whether agent/dealer	
d) Availability of spare parts.	Indicate motor vehicle dealers who stock spare parts.	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
e) Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshop facilities.	Specify	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

Insert here sets of precise and clear Technical Specifications to respond realistically and competitively to the requirements of the Procuring Entity.

SECTION VII: DRAWINGS

SECTION IX: TENDER FORMS

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A. Form of Tender*[date]*To: *[name and address of Procuring Entity]*

We offer to execute the *[name and identification number of contract]* in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of *[amount in numbers], [amount in words] [name of currency]*.

The Contract shall be paid in the following currencies:

Currency	Percentage payable in currency	Rate of exchange: one foreign equals <i>[insert local]</i>	Inputs for which foreign currency is required
(a)			
(b)			

The advance payment required is:-

Amount	Currency
(a)	
(b)	

We accept the appointment of *[name proposed in Tender Data Sheet]* as the adjudicator.

or

We do not accept the appointment of *[name proposed in Tender Data Sheet]* as the Adjudicator, and propose instead that *[name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

We are not participating, as Tenders, in more than one Tender in this Tendering process other than alternative Tenders in accordance with the Tendering documents.

Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the contract has not been declared ineligible by the Kenya Government under Kenya's laws or any other official regulations.

This Tender and your written acceptance of it shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you receive.

We hereby confirm that this Tender complies with the Tender validity and Tender Security required by the Tendering documents and specified in the Tender Data Sheet.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

Appendix to Tender

Schedule of Adjustment Data

[In Tables A, B, and C, below, the Tenderer shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Table A. Local Currency

Index code	Index description	Source of index	Base value and date	Tenderer's related currency amount	Range of weighting Proposed by the Procuring Entity	Tenderer's proposed weighting
	Nonadjustable	—	—	—	a: _____* b: ----- to -----* c: ----- to -----* d: ----- to -----* e: ----- to -----* etc.	a: _____* b: _____ c: _____ d: _____ e: _____ etc.
Total						1.00

Table B. Foreign Currency

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State type: [If the Tenderer wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.]

Index code	Index description	Source of index	Base value and date	Tenderer's related source currency in type/ amount	Equivalent in Foreign Currency 1	Range of weighting Proposed by the Procuring Entity	Tenderer's proposed weighting
	Nonadjustable	—	—	—		a: _____* b: ----- to -----* c: ----- to -----* d: ----- to -----* e: ----- to -----* etc.	a: _____ b: _____ c: _____ d: _____ e: _____ etc.
Total							1.00

Table C. Summary of Payment Currencies

For[insert name of Section of the Works]

[Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The Procuring Entity should insert the names of each Section of the Works.]

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent C = A x B	D Percentage of Net Tender Price (NBP) $\frac{100 \times C}{NBP}$
Local currency		1.00		
Foreign currency #1				
Foreign currency #2				
Foreign currency #				
Net Tender Price				100.00
Provisional sums expressed in local currency	*	*	*	
TENDER PRICE				

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

Tender-Securing Declaration 204(Mandatory)

Date: *[insert date (as day, month and year)]*

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

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

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity 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 Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender 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 ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or
- 2) Thirty days after the expiration of our Tender.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

Confidential Business Questionnaire

- 1 **Individual Tenderer or Individual Members of joint Ventures**
- 1.1 Constitution or legal status of Tenderer: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney of signatory of Tender: *[attach]*
- Registration certificate *[attach]* current Business License *[attach]*
- 1.2 Total annual volume of construction work performed in two years, in Kenyan shillings as specified in the Tender Data Sheet; *[insert]*
- 1.3 Work performed as prime Contractor on works of a similar nature and volume over the last two years or as specified in the Tender Data Sheet in Kenyan Shillings. Also list details of work under way or committed, including expected completion dates.

Project name and country	Name of client and contact person	Contractors Participation	Type of work performed and year of completion	Value of contract
(a)				
(b)				

- 1.4 Major items of Contractor's Equipment proposed for carrying out the works. List all information requested below. Refer also to sub-Clause 12.3 of the Instructions to Tenderers.

Item of equipment	Description, make, and age (years)	Condition (new, good, Poor) and number available	Owned, leased (from whom?) or to be purchased (from whom?)
(a)			
(b)			
(c)			
(d)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to sub-Clause 12.3 of the Instructions to Tenderers and Sub- Clause 10.1 of the General Conditions of Contract.

Position	Name	Years of Experience (general)	Years of experience in proposed position
(a)			
(b)			

- 1.6 Proposed sub-contractor and firms involved. Refer to Clause 7 of General Conditions of Contract.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a)			
(b)			

- 1.7 Financial reports for the number of years specified in the Tender Data Sheet.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.
- 1.9 Name, address, and telephone, e-mail address, and facsimile numbers of banks that may provide references if contracted by the Procuring Entity.
- 1.10 Information on current litigation in which the Tenderer is involved.

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Other party(ies)	Cause of dispute	Amount involved
(a)		
(b)		

- 1.11 Statement of compliance with the requirements of sub-Clause 3.2 of the Instructions to Tenderers.
- 1.12 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Tendering documents.
2. **Joint Ventures**
- 2.1 The information listed in 1.1 – 1.11 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.12 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory (ies) of the Tender authorizing signature of the Tender on behalf of the joint venture.
- 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:
- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
3. **Additional Requirements**
- 3.1 Tenderers should provide any additional information required in the **Tender Data Sheet** or to fulfil the requirements of sub-Clauses 12.1 of the Instructions to Tenderers, if applicable.

Integrity Declaration

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UNDERTAKING BY TENDERER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

1. Each Tenderer must submit a statement, as part of the Tender documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the Tendering company and, where relevant, of its subsidiary in the Kenya. If a Tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
2. Tenderers will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Tenderer may cover the subcontractors and consortium partners in its own statement, provided the Tenderer assumes full responsibility.
3.
 - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - b) Each Tenderer will make full disclosure in the Tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the Tender and, if successful, the implementation of the contract.
 - c) The successful Tenderer will also make full disclosure [quarterly or semi-annually] of all payments to agents and other third parties during the execution of the contract.
 - d) Within six months of the completion of the performance of the contract, the successful Tenderer will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that they are sufficient to establish the legitimacy of the payments made.
 - e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
4. Tenders which do not conform to these requirements shall not be considered.
5. If the successful Tenderer fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract;
 - b) Liability for damages to the public authority and/or the unsuccessful competitors in the Tendering possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
6. Tenderers shall make available, as part of their Tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.

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7. The Government of Kenya has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Tenderers for this contract, and to which in turn all Tenderers and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Tenderer may be disclosed to another Tenderer or to the public).

ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE

(Sections 39, 40, 41, 42, 43 & of the PPD Act, 2005)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....

Letter of Acceptance

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[Letter head 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 Sheet] for the Contract Price of the equivalent of [amount in numbers and works] [name of currency], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

We confirm that [insert name proposed by the procuring entity] to be the Adjudicator.

We accept that [name proposed by Tenderer] be appointed as Adjudicator.

Or

We do not accept that [name proposed by Tenderer] be appointed as adjudicator, and by sending a copy of this letter of acceptance to [insert the name of the Appointing Authority], we are hereby requesting [name], the Appointing Authority, to appoint the adjudicator in accordance with Clause 44.1 of the Instructions to Tenderers.

You are hereby instructed to proceed with the execution of the said works in accordance with the Contract documents.

Please return the contract dully signed.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Form of Contract

Form of Contract Agreement 213

This Agreement, made the [day] day of [month], [year] between [name and address of Procuring Entity] (hereinafter called “the Procuring Entity”) and [name and address of Contractor] (hereinafter called “the Contractor”) of the other part.

Whereas the Procuring Entity is desirous that the Contractor execute [name and identification number of contract] (hereinafter called “the Works”) with the objectives of [insert functional objectives of the works] and the Procuring Entity has accepted the Tender by the Contractor for the execution and completion of such works and the remedying of any defects therein in the sum of [contract price in words and figures] (hereinafter called “Contract Price”).

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement;
2. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract;
3. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein 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 thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____

Was hereunto affixed in the presence of: _____

Signed, Sealed, and Delivered by the said _____

In the presence of: _____

Tendering Signature of Procuring Entity _____

Binding Signature of Contractor _____

SECTION X: FORMS OF SECURITY

A. Tender Security (Bank or Insurance Guarantee) (Optional)

*[If required, the **Bank or Insurance Company/Tenderer** shall fill in this Guarantee form in accordance with the instructions indicated in brackets.]*

[insert bank's or insurance company's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Procuring Entity]*

Date: *[insert date]*

TENDER GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of the Tenderer; if a joint venture, list complete legal names of partners]* (hereinafter called "the Tenderer") has submitted to you its Tender dated *[insert date]* (hereinafter called "the Tender") for the execution of *[insert name of Contract]* under Invitation for Tenders No. *[insert IFT number]* ("the IFT").

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Tender Guarantee.

At the request of the Tenderer, we *[insert name of bank or insurance company]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures expressed in the currency of the Purchaser's Country or the equivalent amount in an international freely convertible currency] ([insert amount in words])* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer;

- a) Has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- b) Does not accept the correction of errors in accordance with the Instructions to Tenderers (hereinafter "the ITT") of the IFT; or
- c) Having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity;
 - (i). Fails or refuses to execute the Contract Form, if required, or
 - (ii). Fails or refuses to furnish the Performance Security, in accordance with the ITT.

This Guarantee shall expire;

- a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the Contract signed by the Tenderer and of the Performance Security issued to you by the Tenderer; or
- b) If the Tenderer is not the successful Tenderer, upon the earlier of;

- (i) Our receipt of a copy of your notification to the Tenderer that the Tenderer was unsuccessful, or
- (ii) Thirty days after the expiration of the Tenderer's Tender.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

[signature(s) of authorized representative(s)]

Performance Bank or Insurance Guarantee [Unconditional]

[The **Bank or Insurance Company/successful Tenderer** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Procuring Entity requires this type of security.]

[insert bank's or insurance company's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Procuring Entity]*

Date: *[insert date]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated with you, for the execution of *[insert name of Contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we *[insert name of Bank or Insurance Company]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount 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 your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall expire not later than thirty days from the date of issuance of the Taking-Over Certificate.

[signature(s) of an authorized representative(s) of the Bank or Insurance Company]

Bank or Insurance Guarantee for Advance Payment

[Bank's or Insurance Company's Name and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Procuring Entity]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]* dated _____ with you, for the execution of *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of Bank or Insurance Company]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (_____) *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between _____ *[name of Procuring Entity]* and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated 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 eighty (80) percent of the Contract Price has been certified for payment, or on the ___ day of _____, 2___, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal: _____

Name of Bank or Insurance Company: _____

Address: _____

Date: _____

SECTION XI: APPLICATION TO PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

**FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED (Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day
of20.....

SIGNED

Board Secretary

**EVALUATION CRITERIA FOR TENDER NO:
EMC/LANDS/KUSP/836930/2020-2021**

PROPOSED CONSTRUCTION OF ITEN DISASTER MANAGEMENT CENTRE,IMPROVEMENT OF DRAINAGE AND WALK-WAYS,SUPPLY AND DELIVERY OF REFUSE COLLECTION COMPACTOR TRUCK ,SUPPLY AND DELIVERY OF FABRICATED SKIP CONTAINERS AND FABRICATE,SUPPLY AND INSTALL LITTER BINS AT ITEN MUNICIPALITY.

MANDATORY REQUIREMENTS

NO	Description
	Mandatory Requirements
MR1	Certified certificate of incorporation/company registration
MR2	Certified valid business permit
MR3	Certified valid tax compliance (verifiable)
MR4	Certified vat registration certificate
MR5	Certified valid NCA 3 and above for road works and building works and current valid practicing license (verifiable)
MR6	Certified current valid cr 12 (within 6 months)
MR7	Must submit in the right format (form of tender & confidential business questionnaire).
MR8	Balanced and complete bill of quantities (attach dully filled and signed by an authorized person)
MR9	1% bid bond of the total bid sum from approved financial institutions valid for 150 days from the day of tender opening
MR10	Attach a statement that proofs the firm has not been debarred from participating in any public procurement by public procurement regulatory authority (PPRA)
MR11	Litigation history both previous & current – sworn affidavit
MR12	Attach signed and stamped bank statements for the last six months clearly indicating the current bank balance not less than 75 million
MR13	Attach a work plan clearly showing time lines.
MR14	Certificate of good conduct of all directors
MR15	Attach signed and stamped bank statements for the last 12 months clearly indicating the current bank turnover of not less than 75 million
MR16	Attach certified copy from manufacturers authorization licence for truck
MR17	Tender document must be paginated

Technical Evaluation Criteria (80 marks)

This will form part of the technical evaluation criteria:

NO	EVALUATION FACTOR	WEIGHTING SCORE	MKS
1	Attach Proof of similar works undertaken in the last five years (completion certificates only)	(4=20MKS) System calculation	20
2	Access to bank credit line of ksh. 20,000,000.00(CBK licensed banks)	(1=10mks)	5
3	Certified Audited accounts for the last 2 years	(2=20MKS)	15
4	Qualifications & experience of key technical personnel proposed for the contract	(2=10MKS)	10
5	Relevant list core equipment's((proof of ownership)	(2=10MKS)	10
6	Proof of general work experience for the last five years(completion certificates only)	(4=20)	20

	<u>Financial (20marks)</u>
	System calculation