



MARAGUA NATIONAL GOVERNMENT CONSTITUENCY
DEVELOPMENT FUND (NG-CDF)

PROPOSED CONSTRUCTION OF KENOL LAW COURTS

TENDER NO: MARAGUA/NG- CDF/6-001- 2640507/2024 - 2025.

TENDER DOCUMENT

__OPEN__

APRIL 2026

Project Manager

Sub County Works Officer
Maragua Sub County
P.O Box 52-10200

Client

Maragua NGCDF
P.O Box 643-10205
Maragua
cdfmaragua@ngcdf.go.ke

User Client

MARAGUA NG-CDF

TABLE OF CONTENTS

INVITATION TOTENDER	V
APPENDIX TOTHE PREFACE	vii
GUIDELINES FOR PREPARATION OF TENDER DOCUMENTS	vii
2. PART 1 - TENDERING PROCEDURES	vii
3. PART 2 - PROCUREMENT ENTITY'S REQUIREMENTS	vii
4. PART 3 - CONDITIONS OF CONTRACT ANDCONTRACTFORMS	viii
INVITATIONTOTENDER.....	X
<u>SECTION I - INSTRUCTIONSTOTENDERERS</u>	1
A. GeneralProvisions.....	1
1. Scope ofTender	1
2. Fraud and Corruption	1
3. EligibleTenderers.....	1
4. Eligible Goods, Equipment, and Services	3
5. Tenderer'sResponsibilities	3
B. Contents of Tender Documents.....	3
6. Sections ofTender Document.....	3
7. Site visit.....	4
8. Pre-TenderMeeting	4
9. Clarification and amendment ofTender Documents	5
10. Amendment ofTender Documents	5
C. PreparationofTenders	5
11. CostofTendering	5
12. Language ofTender	5
13. Documents Comprising theTender	5
14. Form of Tenderand Schedules	6
15. AlternativeTenders	6
16. Tender Pricesand Discounts.....	6
17. Currencies of Tenderand Payment	7
18. Documents Comprising theTechnicalProposal.....	7
19. Documents Establishing the Eligibility and Qualifications of theTenderer	
20. Period of Validity ofTenders	8
21. Tender Security	8
22. Format and Signing ofTender	9
D Sealing and Marking ofTenders	9
23. Sealing and Marking ofTenders	9
24. Deadline for Submission ofTenders	10
25. LateTenders	10
26. Withdrawal, Substitution, and ModificationofTenders.....	10
27. Tender Opening.....	10
E. Evaluation and Comparison ofTenders	11
28. Confidentiality	11
29. Clarification ofTenders	11
30. Deviations, Reservations, and Omissions	12
31. Determination of Responsiveness	12
32. Non-materialNon-conformities	12
33. Arithmetical Errors	12
34. Conversion to Single Currency	13
35. Margin of PreferenceandReservations.....	13
36. Subcontractors	i

37.	Evaluation ofTenders.....	13
38.	Comparison ofTenders	14
39.	Abnormally LowTenders	14
40.	Abnormally HighTenders	14
41.	Unbalanced and/or Front-LoadedTenders	14
42.	Qualifications oftheTenderer	15
43.	Best EvaluatedTender.....	15
44.	Procuring Entity's Right toAcceptAny Tender, and to RejectAny orAllTenders	15
F.	Award of Contract.....	15
45.	Award Criteria.....	15
46.	Notice of Intention to enter into a Contract.....	15
47.	Standstill Period.....	16
48.	Debriefing by the Procuring Entity	16
49.	Letter ofAward.....	16
50.	Signing of Contract.....	16
51.	Appointment ofAdjudicator	16
52.	Performance Security	16
53.	Publication of Procurement Contract.....	17
53.	Procurement Related Complaints	17
	SECTION II-TENDER DATASHEET(TDS).....	18
	SECTION III - EVALUATION AND QUALIFYON CRITERIA	23
1.	General Provisions.....	23
2.	Preliminary examination for Determination of Responsiveness	23
3.	Tender Evaluation(ITT35)	23
4.	Multiple Contracts	23
5.	Alternative Tenders(ITT13.1)	24
6.	Margin of Preference isnotapplicable	24
7.	Post qualification and Contract award (ITT 39),more specifically	24
	SECTION IV –TENDERING FORMS	25
	QUALIFICATIONFORMS	28
1.	Form Equ. Equipment.....	28
2.	Formper-1.....	29
4.	FORM PER-2:.....	30
5.	TENDERERS QUALIFICATIONWITHOUTPRE-QUALIFICATION	32
	FORM ELI -1.1.....	32
	FORM ELI -1.2.....	33
	FORM CON– 2.....	34
5.4	FORM FIN– 3.1.....	36
5.5	FORM FIN– 3.2.....	37
5.6	FORM FIN– 3.3.....	38
5.7	FORM FIN– 3.4.....	38
5.8	FORM EXP- 4.1	39
5.9	FORM EXP- 4.2(a).....	40
5.11	FORM EXP- 4.2(b).....	41
	OTHER FORMS.....	42
6.	FORM OFTENDER.....	42
a)	TENDERER'S ELIGIBILITY- CONFIDENTIALBUSINESS QUESTIONNAIRE.....	45
b)	CERTIFICATE OF INDEPENDENTTENDERDETERMINATION	48
36.	Subcontractors	i

c)	SELF-DECLARATION FORM - SELF DECLARATION OF THE TENDERER	49
d)	APPENDIX 1- FRAUD AND CORRUPTION	52
7.	FORM OF TENDER SECURITY - DEMAND BANK GUARANTEE	54
8.	FORM OF TENDER SECURITY (INSURANCE GUARANTEE)	55
9.	FORM OF TENDER-SECURING DECLARATION	56
10.	APPENDIX TO TENDER	57

PART II - WORK REQUIREMENTS 58

SECTION V - DRAWINGS	58
SECTION VI - SPECIFICATIONS	58
SECTION VII - BILLS OF QUANTITIES	59
1. Objectives	59
2. Day work Schedule	59
3. Provisional Sums	59
4. The Bills of Quantities	59

PART III - CONDITIONS OF CONTRACT AND CONTRACT FORMS 60

SECTION VIII - GENERAL CONDITIONS OF CONTRACT 60

A. General

1. Definitions	61
2. Interpretation	61
3. Language and Law	62
4. Project Manager's Decisions	63
5. Delegation	63
6. Communications	63
7. Subcontracting	63
8. Other Contractors	63
9. Personnel and Equipment	63
10. Procuring Entity's and Contractor's Risks	63
11. Procuring Entity's Risks	63
12. Contractor's Risks	64
13. Insurance	64
14. Site Data	64
15. Contractor to Construct the Works	64
16. The Works to Be Completed by the Intended Completion Date	64
17. Approval by the Project Manager	64
18. Safety	65
19. Discoveries	65
20. Possession of the Site	65
21. Access to the Site	65
22. Instructions, Inspections and Audits	65
23. Appointment of the Adjudicator	65
24. Settlement of Claims and Disputes	66
25. Fraud and Corruption	68

B. Time Control 68

1. Program	68
2. Extension of the Intended Completion Date	69
3. Acceleration	69
4. Delays Ordered by the Project Manager	69
5. Management Meetings	69
6. Early Warning	70

C.	Quality Control.....	69
1.	Identifying Defects	69
2.	Tests	69
3.	Correction of Defects.....	69
4.	Uncorrected Defects	69
D.	Cost Control.....	70
1.	Contract Price	70
2.	Changes in the Contract Price	70
3.	Variations	71
4.	Cash Flow Forecasts	72
5.	Payment Certificates	72
6.	Payments	72
7.	Compensation Events	73
8.	Tax	73
9.	Currency of Payment	73
10.	Price Adjustment	73
11.	Retention	74
12.	Liquidated Damages	74
13.	Bonus	74
14.	Advance Payment.....	74
15.	Securities	75
16.	Dayworks	75
17.	Cost of Repairs	75
E.	Finishing the Contract	75
1.	Completion.....	75
2.	Taking Over.....	75
3.	Final Account	75
4.	Operating and Maintenance Manuals	75
5.	Termination	76
6.	Payment upon Termination	76
7.	Property	76
8.	Release from Performance.....	76
	SECTION IX - SPECIAL CONDITIONS OF CONTRACT	77
	SECTION X - CONTRACT FORMS	88
	FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD	80
	FORM No. 2 – REQUEST FOR REVIEW	83
	FORM No. 3 - LETTER OF AWARD.....	83
	FORM No. 4 - CONTRACT AGREEMENT.....	84
	FORM No. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]	85
	FORM No. 6- PERFORMANCE SECURITY [Option 2–Performance Bond]	86
	FORM No. 7- ADVANCE PAYMENT SECURITY	88
	FORM No. 8- RETENTION MONEY SECURITY	87
	FORM No. 9- BENEFICIAL OWNERSHIP DISCLOSURE FORM	87

INVITATION TO TENDER

PROCURING ENTITY: MARAGUA NG-CDF

DESCRIPTION: PROPOSED CONSTRUCTION OF KENOL LAW COURTS

1. **MARAGUA NG-CDF** invites sealed tenders for the **PROPOSED CONSTRUCTION OF KENOL LAW COURTS** located at Maragua for a period of four months.
2. Tendering will be conducted under open competitive method (National) using a standardized tender document. Tendering is open to all **QUALIFIED AND INTERESTED TENDERERS**.
3. A complete set of tender documents may be obtained electronically from the Website(s) www.ngcdf.go.ke Tender documents obtained electronically will be **FREE OF CHARGE** or bidders may view and obtain detailed tender document upon payment of non-refundable fee of Kshs.2,000 to Maragua Sub-County treasury offices
4. Tender documents may be viewed and downloaded for free from the website www.ngcf.go.ke . Tenderers who download the tender document must forward their particular immediately to cdfmaragua@ngcdf.go.ke to facilitate any further clarification or addendum.
5. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for **120 days** from the date of opening of tenders.
6. The Tenderer shall chronologically **SERIALIZE ALL PAGES** of the tender documents submitted.
7. Completed tenders must be delivered to the address below on or before **TUE 21ST APRIL, 2026 at 11:00a.m.** Electronic Tenders **WILL NOT** be permitted.
8. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and times specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
9. Late tenders will be rejected.
10. The addresses referred to above are:
 - A. **Address for Obtaining Further Information, Tender Submission and Opening: -**

FUND ACCOUNT MANAGER

Maragua National Government Constituency Development Fund
Opposite Maragua Police Station
P.O Box 643-10205, Maragua.
cdfmaragua@ngcdf.go.ke

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

1. Scope of Tender

- 1.1 The Procuring Entity as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The name, identification, and number of lots (contracts) of this Tender Document are **specified in the TDS**.

2. Fraud and Corruption

- 2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 2.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.
- 2.3 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.
- 2.4 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender being tendered for. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

3. Eligible Tenderers

- 3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institutions subject to ITT 3.7 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their closer relatives (*wives, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.
- 3.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brother or Sister, Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 3.3 A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:
- Directly or indirectly controls, is controlled by or is under common control with another tenderer; or
 - Receives or has received any direct or indirect subsidy from another tenderer; or
 - Has the same legal representative as another tenderer; or
 - Has a relationship with another tenderer, directly or through common third parties, that puts it in a position

to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process; or

- e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender; or
- f) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer for the Contract implementation; or
- g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document or
- h) Has a close business or family relationship with professional staff of the Procuring Entity who:
 - i) are directly or indirectly involved in the preparation of the Tender documents or specifications of the Contract, and/or the Tender evaluation process of such contract; or
 - ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.

3.4 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.

3.5 A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.

3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.

3.7 Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.

3.8 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are accredited by PPRA to be (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it to compete with firms in the private sector on an equal basis.

3.9 A Firm and individuals may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

3.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity to determine if this condition is met shall be provided in for this purpose as provided in "SECTION III - EVALUATION AND QUALIFICATION CRITERIA, Item 9".

3.11 Pursuant to the eligibility requirements of ITT 4.10, a tenderer is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan

Citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if they are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

3.12 The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya. Registrations shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website www.nca.go.ke.

3.13 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemptions shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.

3.14 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4. Eligible Goods, Equipment, and Services

4.1 Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not eligible under ITT 3.9. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.

4.2 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5. Tenderer's Responsibilities

5.1 The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Procuring Entity will in no case be responsible or liable for those costs.

5.2 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.

5.3 The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity against all liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the inspection.

5.4 The tenderer shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including charts, as necessary or required.

B. Contents of Tender Documents

6. Sections of Tender Document

6.1 The tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 8.

PART 1 Tendering Procedures

- i) Section I-Instructions to Tenderers (ITT)
- ii) Section II-Tender Data Sheet (TDS)
- iii) Section III-Evaluation and Qualification Criteria
- iv) Section IV-Tendering Forms

PART 2 Works Requirements

- i) Section V-Drawings
- ii) Section VI-Specifications
- iii) Section VII-Bills of Quantities

PART 3 Conditions of Contract and Contract Forms

- i) Section VIII-General Conditions of Contract (GCC)
- ii) Section IX-Special Conditions of Contract (SC)
- iii) Section X-Contract Forms

6.2 The Invitation to Tender Document (ITT) issued by the Procuring Entity is not part of the Contract documents.

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 8. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document and to furnish with its Tender all information and documentation as is required by the Tender document.

7. Site Visit

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

8. Pre-Tender Meeting

8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender meeting will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pre-tender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pre-tender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the periods specified in the **TDS** before the meeting.

8.3 Minutes of the pre-Tender meeting and the pre-arranged pre-tender site visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

8.4 The Procuring Entity shall also promptly publish an anonymized (*nonames*) Minutes of the pre-Tender meeting and the pre-arranged pre-tender visit of the site of the works at the webpage identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-tender meeting and the pre-arranged pre-tender site visit, shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9. Clarification and amendments of Tender Documents

9.1 A Tenderer requiring any clarification of the Tender Documents shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting and the pre-arranged pre-tender visit of the site of the works if provided for in accordance with ITT 8.4. The Procuring Entity will

respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If specified in the TDS, the Procuring Entity shall also promptly publish its response at the web page identified in the TDS. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

10. Amendment of Tendering Document

- 10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 25.2 below.

C. Preparation of Tenders

11. Cost of Tendering

- 11.1 The Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

12. Language of Tender

- 12.1 The Tender, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring Entity, shall be written in the English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate and notarized translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translations shall govern.

13. Documents Comprising the Tender

- 13.1 The Tender shall comprise the following:
 - a) Form of Tender prepared in accordance with ITT 14;
 - b) Schedules including priced Bill of Quantities, completed in accordance with ITT 14 and ITT 16;
 - c) Tender Security or Tender-Securing Declaration, in accordance with ITT 21.1;
 - d) Alternative Tender, if permissible, in accordance with ITT 15;
 - e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
 - f) Qualifications: documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
 - g) Conformity: a technical proposal in accordance with ITT 18;
 - h) Any other document required in the TDS.
- 13.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender,

together with a copy of the proposed Agreement. The Tenderers shall chronologically serialize pages of all tender documents submitted.

13.3 The Tenderers shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14. Form of Tender and Schedules

14.1 The Form of Tender and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alteration to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested.

15. Alternative Tenders

15.1 Unless otherwise specified in the **TDS**, alternative Tenders shall not be considered.

15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **TDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

15.3 Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price the Procuring Entity's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Winning Tender conforming to the basic technical requirements shall be considered by the Procuring Entity. When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the **TDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.

16. Tender Prices and Discounts

16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Bill of Quantities shall conform to the requirements specified below.

16.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Procuring Entity. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Tender, and provided that the Tender is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.

16.3 The price to be quoted in the Form of Tender, in accordance with ITT 14.1, shall be the total price of the Tender, including any discounts offered.

16.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 14.1.

16.5 It will be specified in the **TDS** if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, except in cases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formula in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.

16.6 Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 16.4, provided the Tenders for all lots (contracts) are opened at the same time.

16.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.

17. Currencies of Tender and Payment

17.1 Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya shillings. A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya shall devise own ways of getting foreign currency to meet those expenditures.

18. Documents Comprising the Technical Proposal

18.1 The Tenderers shall furnish technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Tender Forms, in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work's requirements and the completion time.

19. Documents Establishing the Eligibility and Qualifications of the Tenderer

19.1 Tenderers shall complete the Form of Tender, included in Section IV, Tender Forms, to establish Tenderer's eligibility in accordance with ITT 4.

19.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualification to perform the Contract the Tenderers shall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.

19.3 A margin of preference will not be allowed. Preference and reservations will be allowed, individually or in joint ventures. Applying for eligibility for Preference and reservations shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.

19.4 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

19.5 The purpose of the information described in ITT 19.4 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or fail to provide required information on its ownership and control.

19.6 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

19.7 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

19.8 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

19.9 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract

management process, then:

- i) if the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
- iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

19.10 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

20. Period of Validity of Tenders

20.1 Tenders shall remain valid for the Tender Validity period specified in the **TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 24). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 21.1, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 20.3.

20.3 If the award is delayed by a period exceeding the number of days to be specified in the **TDS** days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:

- a) in the case of **fixed price** contracts, the Contract price shall be the tender price adjusted by the factor specified in the **TDS**;
- b) in the case of **adjustable price** contracts, no adjustments shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

21. Tender Security

21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in the **TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified in the **TDS**. A Tender-Securing Declaration shall use the form included in Section IV, Tender Forms.

21.2 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:

- a) an unconditional Bank Guarantee issued by a reputable commercial bank; or
- b) an irrevocable letter of credit;
- c) a Banker's cheque issued by a reputable commercial bank; or
- d) another security specified in the **TDS**,

21.3 If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 20.2.

21.4 If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.

21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and any other documents required in the **TDS**. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

- 21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security, and any other documents required in the **TDS**.
- 21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- e) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension thereto provided by the Tenderer; or
 - f) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 5.0; or
 - ii) furnish a Performance Security and if required in the **TDS**, and any other documents required in the **TDS**.
- 21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.
- 21.9 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.
- 21.10 A tenderer shall issue a tender security of **KSH.260,000**.

22. Format and Signing of Tender

- 22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 15, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 Tenderers shall mark as "CONFIDENTIAL" all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

23. Sealing and Marking of Tenders

- 23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderers shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderers shall place the following separate, sealed envelopes:
- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
 - b) in an envelope or package or container marked "COPIES", all required copies of the Tender; and
 - c) if alternative Tenders are permitted in accordance with ITT 15, and if relevant:
 - i) in an envelope or package or container marked "ORIGINAL –ALTERNATIVE TENDER", the

- alternative Tender; and
- ii) in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- a) bear the name and address of the Procuring Entity.
- b) bear the name and address of the Tenderer; and
- c) bear the name and Reference number of the Tender.

23.2 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that are misplaced or opened prematurely will not be accepted.

24. Deadline for Submission of Tenders

24.1 Tenders must be received by the Procuring Entity at the address specified in the **TDS** and no later than the date and time also specified in the **TDS**. When so specified in the **TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedure specified in the **TDS**.

24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Documents in accordance with ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Tenders

25.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 24. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

26. Withdrawal, Substitution, and Modification of Tenders

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 22.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) prepared and submitted in accordance with ITT 22 and ITT 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 24.

26.2 Tenders requested to be withdrawn in accordance with ITT 26.1 shall be returned unopened to the Tenderers.

26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

27. Tender Opening

27.1 Except in the cases specified in ITT 23 and ITT 26.2, the Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified in the **TDS**, in the presence of Tenderers' designated representatives who choose to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 24.1, shall be as specified in the **TDS**.

27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelopes with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

27.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the

corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

- 27.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS**.
- 27.7 At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 25.1).
- 27.8 The Procuring Entity shall prepare minutes of the Tender Opening that shall include, as a minimum:
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) the Tender Price, per lot (contract) if applicable, including any discounts;
 - c) any alternative Tenders;
 - d) the presence or absence of a Tender Security, if one was required.
 - e) number of pages of each tender document submitted.
- 27.9 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening registers shall be distributed to all Tenderers upon request.

E. Evaluation and Comparison of Tenders

28. Confidentiality

- 28.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 46.
- 28.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its tender.
- 28.3 Notwithstanding ITT 28.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any **matter related to the tendering process, it shall do so in writing.**

29. Clarification of Tenders

- 29.1 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Procuring Entity may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for a response. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the tenders, in accordance with ITT 33.
- 29.2 If a tenderer does not provide clarifications of its tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

30. Deviations, Reservations, and Omissions

30.1 During the evaluation of tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the tender document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender document.

31. Determination of Responsiveness

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 13.

31.2 A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission. **A material deviation, reservation, or omission is one that, if accepted, would:**

- a) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
- b) limit in any substantial way, inconsistent with the tender document, the Procuring Entity's rights or the tenderer's obligations under the proposed contract; or
- c) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.

31.3 The Procuring Entity shall examine the technical aspects of the tender submitted in accordance with ITT 18, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

31.4 If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32. Non-material Non-conformities

32.1 Provided that a tender is substantially responsive, the Procuring Entity may waive any non-conformities in the tender.

32.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the tenderer submit the necessary information or documentation, within a reasonable period, to rectify non-material non-conformities in the tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the tender. Failure of the tenderer to comply with the request may result in the rejection of its tender.

32.3 Provided that a tender is substantially responsive, the Procuring Entity shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the TDS.

33. Arithmetical Errors

33.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

33.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, and subtotal and total bid prices shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail

33.3 Tenderers shall be notified of any error detected in their bid during the notification of award.

34. Currency provisions

34.1 Tenders will be priced in Kenya Shillings only. Tenderers quoting in currencies other than in Kenya Shillings will be determined non-responsive and rejected.

35. Margin of Preference and Reservations

35.1 No margin of preference shall be allowed on contracts for small works.

35.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and/or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to those specified groups are the only ones eligible to tender. Otherwise if no so stated, the invitation will be open to all tenderers.

36. Nominated Subcontractors

36.1 Unless otherwise stated in the **TDS**, the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Procuring Entity.

36.2 Tenderers may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the **TDS**. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.

36.3 The subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated by the Procuring Entity in the **TDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

37. Evaluation of Tenders

37.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Best Evaluated Tender in accordance with ITT 40.

37.2 To evaluate a Tender, the Procuring Entity shall consider the following:

- a) price adjustment due to discount offered in accordance with ITT 16;
- b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 39;
- c) price adjustment due to quantifiable non-material non-conformities in accordance with ITT 30.3; and
- d) any additional evaluation factors specified in the **TDS** and Section III, Evaluation and Qualification Criteria.

37.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

37.4 In the case of multiple contracts or lots, Tenderers shall be allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the **Form of Tender, is specified in Section III, Evaluation and Qualification Criteria**.

38. Comparison of Tenders

38.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 38.2 to determine the Tender that has the lowest evaluated cost.

39. Abnormally Low Tenders

39.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.

39.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any

other requirements of the Tender document.

39.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

40. Abnormally High Tenders

40.1 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

40.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

40.3 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

41. Unbalanced and/or Front-Loaded Tenders

41.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.

41.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:

- a) accept the Tender; or
- b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price; or
- c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
- d) reject the Tender,

42. Qualification of the Tenderer

42.1 The Procuring Entity shall determine to its satisfaction whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

42.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 19. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.

42.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

42.4 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.

42.5 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

42.6 After evaluation of the price analyses, if the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

43. Best Evaluated Tender

43.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Best Evaluated Tender. The Best Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

- a) Most responsive to the Tender document; and
- b) the lowest evaluated price.

44. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.

44.1 The Procuring Entity reserves the right to accept or reject any Tender and to annul the Tender process and reject all Tenders at any time prior to Contract Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

45. Award Criteria

45.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

46. Notice of Intention to Enter into a Contract

46.1 Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

47. Standstill Period

47.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

47.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a **Contract with the successful Tenderer**.

48. Debriefing by the Procuring Entity

48.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 46, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or

concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

48.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending **such a debriefing meeting.**

49. Letter of Award

49.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

50. Signing of Contract

50.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

50.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

50.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

51. Appointment of Adjudicator

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

52. Performance Security

52.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 40.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

52.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS**, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

52.3 Performance security shall not be required for contracts estimated to cost less than Kenya shillings five million shillings.

53. Publication of Procurement Contract

53.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) name and address of the Procuring Entity;
- b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) the name of the successful Tenderer, the final total contract price, the contract duration.
- d) dates of signature, commencement and completion of contract;

e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

54. Procurement Related Complaints and Administrative Review

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

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

Section II - Tender Data Sheet (TDS)

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The name of the contract is PROPOSED CONSTRUCTION OF KENOL LAW COURTS The reference number of the Contract is MARAGUA/NG- CDF/6-001-2640507/2024 - 2025.
ITT 2.3	The Information made available on competing firms is as follows: NOT APPLICABLE
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: -STATE DEPARTMENT OF PUBLIC WORKS MURANGA_
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: . NOT APPLICABLE
	B. Contents of Tender Document
8.1	(A) Pre-Tender conference [<i>“shall not”</i>] take place at the following date, time and place: Date: <u> NOT APPLICABLE </u> Time: <u> NOT APPLICABLE </u> Place: <u> NOT APPLICABLE </u> (B) A pre-arranged pretender visit of the site of the works[<i>“shall”</i>] take place at the following date, time and place: Date: <u> NOT APPLICABLE </u> Time: <u> NOT APPLICABLE </u> Place: <u> NOT APPLICABLE </u>
ITT 8.2	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than 10 TH APRIL 2025AT 11:00 a.m
ITT 8.4	The Procuring Entity’s website where Minutes of the pre-Tender meeting and the pre-arranged pretender site visit will be published is ...
ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity’s address is: FUND ACCOUNT MANAGER Maragua National Government Constituency Development Fund Opposite Maragua Police Station P.O Box 643-10205, Maragua. cdfmaragua@ngcdf.go.ke

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
C. Preparation of Tenders	
ITP 13.1 (h)	The Tenderer shall submit the following additional documents in its Tender AS PER THE EVALUATION CRITERIA:
ITT 15.1	Alternative Tenders <i>SHALL NOT BE</i> considered.
ITT 15.2	Alternative times for completion <i>SHALL NOT BE</i> permitted.
ITT 15.4	Alternative technical solutions shall be permitted for the following parts of the Works: SHALL NOT BE ALLOWED
ITT 16.5	The prices quoted by the Tenderer shall be: FIXED
ITT 20.1	The Tender validity period shall be 120 DAYS
ITT 20.3 (a)	(a) The delayed to exceeding AS PER CONTRACT DAYS (b) The Tender price shall be adjusted by the following percentages of the tender price: (i) By _____0%_____ of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and (ii) By _____0%_____ the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.
ITT 21.1	A Tender Security SHALL BE REQUIRED . A Tender-Securing Declaration SHALL NOT BE REQUIRED . If a Tender Security shall be required, the amount and currency of the Tender Security shall be: 260,000 .
ITT 21.2 (d)	The other Tender Security shall be APPLICABLE _____
ITT 21.5	On the Performance Security, other documents required shall be _____ AS PER SPECIAL CONDITIONS OF CONTRACT
ITT 22.1	In addition to the original of the Tender, the number of copies is: (1) ORIGINAL ONLY
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <u>A WRITTEN POWER OF ATTORNEY</u> _____
D. Submission and Opening of Tenders	
ITT 24.1	(A) For <u>Tender submission purposes</u> only, the Procuring Entity's address is: FUND ACCOUNT MANAGER Maragua National Government Constituency Development Fund Opposite Maragua Police Station P.O Box 643-10205, Maragua. cdfmaragua@ngcdf.go.ke Date and time for submission of Tenders before TUE 21ST April 2026 at 11.00a.m.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 51.1	The person named to be appointed as Adjudicator is _____ of _____ <i>NOT APPLICABLE</i> at an hourly fee of Shs. _____ per day.
ITT 52.2	Other documents required are AS PER THE EVALUATION CRITERIA
ITT 54.1	<p>The procedures for making a Procurement-related Complaints are detailed in the “Regulations” available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: <i>DIRECTOR GENERAL PPRA</i></p> <p>Title/position: <i>DIRECTOR GENERAL PPRA</i></p> <p>Procuring Entity: <i>PPRA</i></p> <p>Email address: <i>58535-0012</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and</p> <p>(ii) the Procuring Entity’s decision to award the contract.</p>

SECTION III-EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

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

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

This section contains the criteria that the Employers shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderers shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Document for Goods and Works** for evaluating Tenders.

Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2. Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tendersto ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of “Part 2 – Procuring Entity's Works Requirements”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered

irresponsive and will not be considered further.

<i>S/ NO</i>	<i>EVALUATION CRITERIA</i>	<i>RESPONSIVENESS</i>
1.	<i>Certificate of incorporation/certificate of registration</i>	
2.	Copy Valid Tax Compliance Certificate	
3.	Copy PIN/VAT Registration Certificate	
4.	<i>Audited accounts 2024/2025</i>	
5.	Current Certificate of Registration with National Construction Authority in the Category (8) and above together with a valid NCA practicing license (Building, Electrical & Mechanical)	
6.	<i>CR12 valid for the last six months from the date of tender opening of copies of national identity cards for the directors.</i>	
7.	Form of tender dully filled, signed and stamped	
8.	Tender Questionnaire dully filled signed and stamped	
9.	Confidential Business Questionnaire dully stamped and sealed signed by authorized personnel	
10.	certificate of independent tender determination dully signed	
11.	certificate of independent tender determination dully signed	
12.	Ant corruption Self-Declaration form	
13.	Declaration and commitment to the Code of Ethics	
14.	Copy of Identification cards of company directors/Passports	
15.	<i>Serialized bind document in the format of 1,2,3 from the cover page to the last page</i>	

2. TECHNICAL EVALUATION

S/NO	EVALUATION CRITERIAA	EVALUATION ATTRIBUTE	WEIGHING SCORE	MAXIMUM SCORE
1	Experience of the company in building works	<p>2.No of years in building works (calculated from the date of first lso or contract)</p> <p>-attach copies of lso or contracts</p>	<p>5 years and above (10marks)</p> <p>others prorated at no of years multiplied by 10marks divided 5years</p>	10 (marks)
		<p>2.Magnitude of construction-building work done in 2023,2024 ,2025 cumulatively(attach copies of lso or contracts or completion certificate)</p>	<p>10,000,000 and above (20marks)</p> <p>others prorated at the value of contracts multiplied by 20marks divided</p>	20 (marks)
		<p>3.No of business in building works(attach copies of LSO or contracts or completion letters</p>	<p>7 business and above (20marks)</p> <p>others prorated at the number of business multiplied by 20 marks divided 7</p>	20 (marks)
2	Financial capacity	<p>Liquidity ratio</p> <p>Quick ratio is given by Current asset divided by current liability calculated from audited accounts 2021/2022</p>	<p>A ratio of 1:1 and above=10marks</p> <p>Others prorated at the ratio multiplied by 10marks divided by 1:1</p>	10(marks)
		<p>Acid test ratio=current assets less stock divided by current liabilities</p>	<p>A ratio of 1:2 and above =10marks</p> <p>Others prorated at</p>	10(marks)

			<i>the ratio multiplied by 10marks divided by 1:2</i>	
		<i>Access to credit (Attach a letter of access to credit from a financial institution)</i>	<i>ksh3,000,000 =10, marks Others prorated at value of credit multiplied by 10marks dived by 3,000,000</i>	<i>10(marks)</i>
<i>3</i>	<i>STAFFING QUALIFICATION</i>	<i>Project manager (attach cv and professional certificate)</i>	<i>Degree and above=10 marks Diploma=5m arks Certicate=3m arks</i>	<i>10marks</i>
<i>4</i>	<i>EQUIPMENT HOLDING</i>	<i>Owned =2marks Lease=1marks (attach copies of logbook or lease agreements or receipts)</i>	<i>1.lorry 2.pick up 3.concrete mixer 4.bulldozer 5.compressor</i>	<i>10(marks)</i>
		<i>TOTAL</i>		

Pass mark to proceed to financial stage is 80marks

3. Tender Evaluation (ITT35) Price evaluation: in addition to the criteria listed in ITT35.2(a)–

(c) the following criteria shall apply:

- i) **Alternative Completion Times**, if permitted under ITT13.2, will be evaluated as follows:
.....NOT APPLICABLE.....
- ii) **Alternative Technical Solutions** for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows:.....NOT APPLICABLE.....
- iii) **Other Criteria**; if permitted under ITT35.2(d):
.....AS PER THE EVALUATION CRITERIA.....

4. Multiple Contracts

Multiple contracts will be permitted in accordance with ITT35.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts. -NOT APPLICABLE

OPTION1

- i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- ii) If a tenderer wins more than one Lot, the tenderer will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest tenderers.

OPTION2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

5. Alternative Tenders (ITT13.1)

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2- Works Requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity. *NOT APPLICABLE*

6. Margin of Preference is not applicable

7. Post qualification and Contract award (ITT39), more specifically, -NOT APPLICABLE

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
 - i) The Tenderers shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings _____.
 - ii) Minimum average annual construction turnover of Kenya Shillings _____ [insert amount], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last _____ [insert of year] years.
 - iii) At least _____ (insert number) of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime

- contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings _____ equivalent.
- iv) Contractor's Representative and Key Personnel, which are specified as _____
- v) Contractor's key equipment listed on the table "Contractor's Equipment" below and more specifically listed as [specify requirements for each lot as applicable] _____
- vi) Other conditions depending on their seriousness.
- a) **History of non-performing contracts:**
Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last _____ (1 YEAR). The required information shall be furnished in the appropriate form.
- b) **Pending Litigation**
Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.
- c) **Litigation History**
There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last _____ (1 YEARS). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

8. QUALIFICATION FORMSUMMARY

1 Item No.	2 Qualification Subject	3 Qualification Requirement	4 Document To be Completed by Tenderer(MUST MEET)	5 For Procuring Entity's Use (Qualification met or Not Met)
1	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority in accordance with ITT 3.14.	Form of Tender	
3	Conflict of Interest	No conflicts of interest in accordance with ITT 3.3	Form of Tender	
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.8	Form of Tender	
5	State- owned Enterprise	Meets conditions of ITT 3.7	Forms ELI – 1.1 and 1.2, with attachments	
6	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI – 1.1 and 1.2, with attachments	
7	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1 st January [2021].	Form CON-2	
8	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Form of Tender	
9	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON – 2	
10	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1 st January [2021]	Form CON – 2	
11	Financial Capabilities	(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings [ksh5,000,000] equivalent for the subject contract(s) net of the Tenderer's other commitments. (ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of	Form FIN – 3.1, with attachments	

QUALIFICATION FORMS

1. FORMEQU:EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

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

2. FORMPER-1

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

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

3. **FORM PER-2:**

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

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

Name of Tenderer

Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Details	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

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

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

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

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

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

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

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

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

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

4. TENDERER'S QUALIFICATION WITHOUT PRE-QUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

4.1 FORM ELI -1.1

Tenderer Information Form

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4.2 FORM ELI-1.2

Tenderer's JV Information Form (to be completed for each member of Tenderer's JV)

Date: _____

ITT No. and title: _____

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

4.3 FORM CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January [2021] specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January [2021] specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.			
<input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4			

as indicated below.

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

4.4 FORM FIN – 3.1:

Financial Situation and Performance

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

4.4.1. Financial Data

Type of Financial information in _____ (currency)	Historic information for previous _____ years,				
	(amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					

Type of Financial information in _____ (currency)	Historic information for previous _____ years,				
	(amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

4.4.2 Sources of Finance

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

No.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

4.4.3 Financial documents

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

- (a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹ for the _____ years required above; and complying with the requirements

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

4.5 FORM FIN – 3.2:

Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

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

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

4.6 FORM FIN – 3.3:

Financial Resources

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

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

4.7 FORM FIN – 3.4:

Current Contract Commitments / Works in Progress

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

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

4.8 FORM EXP - 4.1

General Construction Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	

4.9 FORM EXP - 4.2(a)**Specific Construction and Contract Management Experience**

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				Kenya Shilling
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				

4.10 FORM EXP - 4.2 (a) (cont.)**Specific Construction and Contract Management Experience (cont.)**

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

4.11 FORM EXP - 4.2(b)

Construction Experience in Key Activities

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name² (as per ITT 34): _____

ITT No. and title: _____

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

1. Key Activity No One: _

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				Kenya Shilling
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

² If applicable

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

- 2. Activity No. Two
- 3.

OTHER FORMS

5. FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*
- iv) *The Form of Tenders shall include the following Forms duly completed and signed by the Tenderer.*
 - *Tenderer's Eligibility-Confidential Business Questionnaire*
 - *Certificate of Independent Tender Determination*
 - *Self-Declaration of the Tenderer*

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

Request for Tender No.: *[insert identification]*

Name and description of Tender *[Insert as per ITT]*

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

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

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

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

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

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
3. We agree to adhere by this tender until _____ *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the undersigned, further declare that:
 - i) *No reservations:* We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 2.8;
 - ii) *Eligibility:* We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
 - iii) *Tender-Securing Declaration:* We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;
 - iv) *Conformity:* We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert brief description of the Works]*;

- v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
- vi) Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; Or
- Option 2, in case of multiple lots:
- a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
- b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- vii) Discounts: The discounts offered and the methodology for their application are:
- viii) The discounts offered are: *[Specify in detail each discount offered.]*
- ix) The exact method of calculation to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadlines specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- xi) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
- xii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
- xiii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Project Manager, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- xiv) State-owned enterprise or institution: *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the requirements of ITT 3.8]*;
- xv) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

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

- xvi) Binding Contract: We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- xvii) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;

- xix) Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (specify website) during the procurement process and the execution of any resulting contract.
- xxi) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict of interest.
 - Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal

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

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

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

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

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

Date signed _____ day of _____, _____

Notes

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

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

A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

(a) Tenderer's details

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

General and Specific Details

b) **Sole Proprietor**, provide the following details.

Name in full _____ Age _____ Nationality _____
 _____ Country of Origin _____ Citizenship _____

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

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

i) Private or public Company _____

ii) State the nominal and issued capital of the Company

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

Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

ii) **Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

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

Full Name _____

Title or Designation _____

(Signature)

(Date)

B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____
[Name of Procuring Entity] for: _____ [Name and number of tender] in
response to the request for tenders made by: _____ [Name of Tenderer] do
hereby make the following statements that I certify to be true and complete in every respect:

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

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

Name _____ Title ___ Date ___

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

C. SELF - DECLARATION FORMS

FORM SD1

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

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

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

..... (Signature) (Date) (Title)

Bidder Official Stamp

FORM SD2

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

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

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

.....
(Title) (Signature) (Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory..... Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....(Company Seal/ Rubber

Stamp where applicable)

Witness

Name Sign.....

Date.....

D. APPENDIX 1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

2. The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanctions policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the law of Kenya.

3. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior: -

- 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflict of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that subsection commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to procurement: -
 - a) shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
- c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor or appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them has a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

- iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the action of another party;
 - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the action of a party;
 - v) “obstructive practice” is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefit of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹ For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Beneficiary: _____

Request forTenders No:

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____(here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of _____ under Request for Tenders No. _____("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____(_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the..... [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of _____ under Request for Tenders No. _____ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of..... [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*](hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 ____.

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

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

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

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

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

TENDER-SECURING DECLARATION FORM

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

Date[insert date (as day, month and year) of Tender Submission]

Tender No.....[insert number of tendering process]

To:[insert complete name of Purchaser] I/We, the undersigned, declare that:

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

Signed:.....

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

Name:.....

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

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

Appendix to Tender

Schedule of Currency requirements

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

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	
Provisional sums expressed in local currency _____	[To be entered by the Procuring Entity]

PART II - WORK REQUIREMENTS

SECTION V - DRAWINGS

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

SECTION VI - SPECIFICATIONS

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

SECTION VII- BILLS OF QUANTITIES

1. Objectives

The objectives of the Bill of Quantities are:

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

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and contents of the Bill of Quantities should be as simple and brief as possible.

2. Day work Schedule

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Procuring Entity of the realism of rates quoted by the Tenderers, the Day work Schedule should normally comprise the following:

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

3. Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Tenderers in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Tenderer to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the tendering document. They should not be included in the final tendering document.

4. The Bill of Quantities

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

- a) Preambles
- b) Preliminary items
- c) Work Items
- c) Daywork Schedule; and
- d) Provisional items
- e) Summary.

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

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

**PART III - CONDITIONS OF CONTRACT
AND CONTRACT FORMS**

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

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

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

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

General Conditions of Contract

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

- a) **The Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- b) **The Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- c) **The Adjudicator** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- e) **Compensation Events** are those defined in GCC Clause 42 hereunder.
- f) **The Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- g) **The Contract** is the Contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- h) **The Contractor** is the party whose Bid to carry out the Works has been accepted by the Procuring Entity.
- i) **The Contractor's Bid** is the completed bidding documents submitted by the Contractor to the Procuring Entity.
- j) **The Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- k) **Days** are calendar days; months are calendar months.
- l) **Dayworks** are varied work input subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- m) **A Defect** is any part of the Works not completed in accordance with the Contract.
- n) **The Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- o) **The Defects Liability Period** is the period named in the SCC pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
- p) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- q) **The Procuring Entity** is the party who employs the Contractor to carry out the Works, as specified in the SCC, who is also the Procuring Entity.
- r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

- s) **“In writing” or “written”** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- t) The Initial Contract Price is the Contract Price listed in the Procuring Entity's Letter of Acceptance.
- u) **The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- v) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- w) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- x) **The Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- y) **SCC** means Special Conditions of Contract.
- z) **The Site** is the area of the works as **defined as such in the SCC**.
- aa) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- bb) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- cc) **The Start Date** is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- dd) **A Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- ee) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- ff) **A Variation** is an instruction given by the Project Manager which varies the Works.
- gg) **The Works** are what the Contract requires the Contractor to construct, install, and turn over to the Procuring Entity, **as defined in the SCC**.

2. Interpretation

- 21 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 22 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 23 The documents forming the Contract shall be interpreted in the following order of priority:
 - a) Agreement,
 - b) Letter of Acceptance,
 - c) Contractor's Bid,
 - d) Special Conditions of Contract,
 - e) General Conditions of Contract, including Appendices,
 - f) Specifications,
 - g) Drawings,
 - h) Bill of Quantities⁶, and
 - i) any other document **listed in the SCC** as forming part of the Contract.

⁶*In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”*

3. Language and Law

- 3.1 The language of the Contract is English Language and the law governing the Contract are the Laws of Kenya.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Procuring Entity's Country when
 - a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

4. Project Manager's Decisions

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

5. Delegation

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

6. Communications

- 6.1 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.

7. Subcontracting

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

8. Other Contractors

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

9. Personnel and Equipment

- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 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.
- 9.3 If the Procuring Entity, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

10. Procuring Entity's and Contractor's Risks

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

11. Procuring Entity's Risks

- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Procuring Entity's risks:
- a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
 - b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Procuring Entity's risk except loss or damage due to
- aa) a Defect which existed on the Completion Date,
 - bb) an event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or
 - cc) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

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

13. Insurance

- 13.1 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:
- a) loss of or damage to the Works, Plant, and Materials;
 - b) loss of or damage to Equipment;
 - c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - d) personal injury or death.
- 13.2 Policies and certificates for insurances shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 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.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

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

15. Contractor to Construct the Works

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

16. The Work to Be Completed by the Intended Completion Date

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

17. Approval by the Project Manager

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. Safety

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

19. Discoveries

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

20. Possession of the Site

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

21. Access to the Site

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

22. Instructions, Inspections and Audits

22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

22.3 The Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Procuring Entity and/or persons appointed by the Public Procurement Regulatory Authority to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Public Procurement Regulatory Authority. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Public Procurement Regulatory Authority's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Public Procurement Regulatory Authority's prevailing sanctions procedures).

23. Appointment of the Adjudicator

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

24. Settlement of Claims and Disputes

24.1 Contractor's Claims

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

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

24.1.9 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

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

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

24.2 Amicable Settlement

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

24.3 Matters that may be referred to arbitration

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

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

24.4 Arbitration

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

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

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

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

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

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

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

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

24.4.9 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

245 Arbitration with National Contractors

24.5.1 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

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

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

246 Alternative Arbitration Proceedings

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

247 Failure to Comply with Arbitrator's Decision

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

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

248 Contract operation to continue

24.8.1 Notwithstanding any reference to arbitration herein,

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

25. Fraud and Corruption

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

25.2 The Procuring Entity requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. Time Control

26. Program

26.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period,

the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

27.2 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.

28. Acceleration

28.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.

28.2 If the Contractor's priced proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

29. Delays Ordered by the Project Manager

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

30. Management Meetings

30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

30.2 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.

31. Early Warning

31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

31.2 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.

C. Quality Control

32. Identifying Defects

32.1 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.

33. Tests

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

34. Correction of Defects

- 34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 34.2 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.

35. Uncorrected Defects

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

D. Cost Control

36. Contract Price⁷

- 36.1 The Bill of Quantities shall contain priced items for the Work to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

37. Changes in the Contract Price⁸

- 37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Entity.
- 37.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

38. Variations

- 38.1 All Variations shall be included in updated Programs⁹ produced by the Contractor.
- 38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 38.3 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.
- 38.4 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.

⁷In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:

36.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Work to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis

the Contractor will be paid. If payment for material on sites shall be made separately, the Contractor shall show delivery of Material to the Sites separately on the Activity Schedule.

⁸In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:

The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedules shall not be altered when the Contractor makes such changes to the Activity Schedule.

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

- 38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning
- 38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work
- 38.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including lifecycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
 - c) a description of any effect(s) of the change on performance/functionality.
- 38.8 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:
- a) accelerate the contract completion period; or
 - b) reduce the Contract Price or the lifecycle costs to the Procuring Entity; or
 - c) improve the quality, efficiency, safety or sustainability of the Facilities; or
 - d) yield any other benefits to the Procuring Entity, without compromising the functionality of the Works.
- 38.9 If the value engineering proposal is approved by the Procuring Entity and results in:
- a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentages specified in the SCC** of the reduction in the Contract Price; or
 - b) an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

39. Cash Flow Forecasts

- 39.1 When the Program¹¹, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

40. Payment Certificates

- 40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 40.3 The value of work executed shall be determined by the Project Manager.
- 40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed¹².
- 40.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 40.6 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.
- 40.7 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (which would be the tender price), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

41. Payments

- 41.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall

pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

- 41.2 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.
- 41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

42. Compensation Events

42.1 The following shall be Compensation Events:

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

42.2 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.

42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

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

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

42.4 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.

43. Tax

43.1 The Project Managers shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

44. Currency of Payment

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

45. Price Adjustment

45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies:

$$P = A + B \frac{I_m}{I_o}$$

where:

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

A and B are coefficients¹³ **specified in the SCC**, representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable and I_m is the index prevailing at the end of the month being invoiced and I_o is the index prevailing 30 days before Bid opening for inputs payable.

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

46. Retention

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

46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

47. Liquidated Damages

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

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Managers 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 rate specified in GCC Sub-Clause 41.1.

48. Bonus

48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Managers shall certify that the Works are complete, although they may not be due to be complete.

49. Advance Payment

- 49.1 The Procuring Entity shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 49.2 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.
- 49.3 The advance payments shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

50. Securities

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

51. Dayworks

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

52. Cost of Repairs

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

E. Finishing the Contract

53. Completion

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

54. Taking Over

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

55. Final Account

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

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

56. Operating and Maintenance Manuals

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

57. Termination

- 57.1 The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
 - c) the Procuring Entity or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - d) a payment certified by the Project Manager is not paid by the Procuring Entity to the Contractor within 84 days of the date of the Project Manager's certificate;
 - e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
 - f) the Contractor does not maintain a Security, which is required;
 - g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC; or
 - h) if the Contractor, in the judgment of the Procuring Entity, has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.
- 57.3 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.
- 57.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
- 57.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

58. Payment upon Termination

- 58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as specified in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.
- 58.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

59. Property

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

60. Release from Performance

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

SECTION IX - SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General	
GCC 1.1 (q)	The Procuring Entity is MARAGUA NG-CDF
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be <i>[FOUR MONTHS FROM THE COMMENCEMENT DATE]</i>
GCC 1.1 (x)	The Project Manager is PUBLIC WORKS MURANGA
GCC 1.1 (z)	The Site is located at MARAGUA NG-CDF OFFICES
GCC 1.1 (cc)	The Start Date shall be AS ISSUED BY THE PROJECT MANAGER
GCC 1.1 (gg)	The Works consist of AS PER THE DRAWINGS SPECIFICATIONS AND BILLS OF QUANTITIES
GCC 2.2	Sectional Completions are: <i>NOT APPLICABLE</i>
GCC 5.1	The Project manager <i>may</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: <i>NOT APPLICABLE</i>
GCC 9.1	<p>Key Personnel GCC 9.1 is replaced with the following:</p> <p>9.1 Key Personnel are the Contractor’s personnel named in this GCC 9.1 of the Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>[insert the name/s of each Key Personnel agreed by the Procuring Entity prior to Contract signature.]<i>NOT APPLICABLE</i></p>
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <ul style="list-style-type: none"> (a) for loss or damage to the Works, Plant and Materials: <i>[2.5%]</i>. (b) For loss or damage to Equipment: <i>[2.5%]</i>. (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>[2.5%]</i>. (d) for personal injury or death: <ul style="list-style-type: none"> (i) of the Contractor’s employees: <i>[AS PER INSURANCE COMPANY]</i>. (ii) of other people: <i>[2.5%]</i>.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 14.1	Site Data are: <i>[AS PER BILL OF QUANTITIES AND DRAWINGS]</i>
GCC 20.1	The Site Possession Date(s) shall be: <i>TO BE COMMUNICATED BY THE PROJECT MANAGER</i>
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: THE ACCOUNTING OFFICER
	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: TO BE DETERMINED
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within <i>[14DAYS]</i> days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is <i>[7]</i> days.
	The amount to be withheld for late submission of an updated Program is <i>[1%]</i> .
C. Quality Control	
GCC 34.1	The Defects Liability Period is: <i>[SIX MONTHS]</i> days.
D. Cost Control	
GCC 38.9	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be ___%NOT APPLICABLE(<i>insert appropriate percentage. The percentage is normally up to 50%</i>) of the reduction in the Contract Price.
GCC 44.1	The currency of the Procuring Entity’s Country is: KENYA SHILLINGS
GCC 45.1	<p>The Contract “<i>is not</i>” subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients “<i>does not</i>” apply.</p> <p>The coefficients for adjustment of prices are:</p> <p>(a) <i>[insert percentage]</i> percent nonadjustable element (coefficient A).</p> <p>(ib) <i>[insert percentage]</i> percent adjustable element (coefficient B).</p> <p>(c) The Index I for shall be <i>[insert index]</i>.</p>
GCC 46.1	The proportion of payments retained is: <i>[10%]</i>
GCC 47.1	The liquidated damages for the whole of the Works are <i>[KSH 1,000]</i> per day. The maximum amount of liquidated damages for the whole of the Works is <i>[0.5%]</i> of the final Contract Price.
GCC 48.1	The Bonus for the whole of the Works is <i>[insert percentage of final Contract Price]</i> per day. The maximum amount of Bonus for the whole of the Works is <i>[insert percentage]</i> of the final Contract Price. NOT APPLICABLE
GCC 49.1	The Advance Payments shall be: <i>[insert amount(s)]</i> and shall be paid to the Contractor no later than <i>[insert date(s)]</i> .NOT APPLICABLE
GCC 50.1	<p>The Performance Security amount is 5% OF CONTRACT SUM <i>[insert amount(s) denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Procuring Entity]</i></p> <p>(a) Performance Security – Bank Guarantee: in the amount(s) of <i>[insert related figure(s)]</i> percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount. -5%</p> <p>(b) Performance Security – Performance Bond: in the amount(s) of <i>[insert related figure(s)]</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.– <i>NOT APPLICABLE</i>
E. Finishing the Contract	
GCC 56.1	The date by which operating and maintenance manuals are required is <i>[SIX MONTHS]</i> . The date by which “as built” drawings are required is <i>[SIX MONTHS]</i> .
GCC 56.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>[0.5%]</i> .
GCC 57.2 (g)	The maximum number of days is:SIX MONTHS
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity’s additional cost for completing the Works, is <i>[20%]</i> .

FORM No 1: NOTIFICATION OF INTENTION TO AWARD

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

FORMAT

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

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

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

This Notification is sent by (Name and designation) _____

3. Notification of Intention to Award

- i) Procuring Entity: *[insert the name of the Procuring Entity]*
- ii) Project: *[insert name of project]*
- iii) Contract title: *[insert the name of the contract]*
- iv) Country: *[insert country where ITT is issued]*
- v) ITT No: *[insert ITT reference number from Procurement Plan]*

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

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

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

- a) The successful tenderer

- i) Name of successful Tender _____

- ii) Address of the successful Tender _____

- iii) Contract price of the successful Tender Kenya Shillings _____
(in words _____)

- b) Other Tenderers

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

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

(Note a) State NE if not evaluated

5. How to request a debriefing

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

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: [insert full name of person, if applicable]
 - ii) Title/position: [insert title/position]
 - iii) Agency: [insert name of Procuring Entity]
 - iv) Email address: [insert email address]
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website info@ppra.go.ke or complaints@ppra.go.ke. You should read these documents before preparing and submitting your complaint.
- e) There are four essential requirements:
 - i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
 - ii) The complaint can only challenge the decision to award the contract.

iii) You must submit the complaint within the period stated above.

iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

i) DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.

iii) The Standstill Period may be extended as stated in paragraph Section 5(d) above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

Signature: _____ **Name:** _____

Title/position: _____ **Telephone:** _____ **Email:** _____

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... **APPLICANT**

AND

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

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box 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.

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

- 1.
- 2.

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

FORM NO 3: LETTER OF AWARD

[letterhead paper of the Procuring Entity] [date]

To: *[name and address of the Contractor]*

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

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

Authorized Signature:

Name and Title of Signatory:

Name of Procuring Entity.....

Attachment: *Contract Agreement*.....

FORM NO 4: CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____, 20____, between _____ of _____ (hereinafter “the Procuring Entity”), of the one part, and _____ of _____ (hereinafter “the Contractor”), of the other part:

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

The Procuring Entity and the Contractor agree as follows:

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

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

Signed and sealed by _____ (for the Procuring Entity)

Signed and sealed by _____ (for the Contractor).

FORM NO. 5 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

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

_____ *[Insert date of issue]*

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

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with (name of Procuring Entity) _____ (the Procuring Entity as the Beneficiary), for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sums specified therein.
4. This guarantee shall expire, no later than the ... Day of², and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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

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

¹The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.

²Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the _____ event _____ of _____ an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM No. 6 - PERFORMANCE SECURITY

[Option 2– Performance Bond]

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

[Guarantor letterhead or SWIFT identifier code]

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

PERFORMANCE BOND No.: _____

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

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Obligee (hereinafter called “the Procuring Entity”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the _____ day of _____, 20, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity’s obligation thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1) complete the Contract in accordance with its terms and conditions; or
 - 2) obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - 3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the _____ Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or their heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day __ of _____ 20_____.

SIGNED ON _____ on behalf of By _____ in the capacity of

In the presence of

SIGNED ON _____ on behalf of By _____ in the capacity of

In the presence of

FORM NO. 7 -ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

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

Date: _____ [Insert date of issue]

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

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

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

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

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

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

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

FORM NO. 8 - RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

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

Date: _____ *[Insert date of issue]*

Advance payment guarantee no. *[Insert guarantee reference number]*

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

1. We have been informed that _____ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. _____ *[insert reference number of the contract]* dated _____ with the Beneficiary, for the execution of _____ *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains money up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* _____ *([insert amount in words _____])* upon receipt by us of the Beneficiary's complying demands supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sums specified therein.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number _____ at _____ *[insert name and address of Applicant's bank]*.
5. This guarantee shall expire no later than the Day of, 2.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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

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

¹The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.
² Insert a date that is twenty-eight days after the expiry of retention period after the actual completion date of the contract. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

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

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

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

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

Tender Reference No.: _____ [insert identification no]

Name of the Assignment: _____ [insert name of the assignment] to:
 _____ [insert complete name of Procuring Entity]

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

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

Details of beneficial ownership

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

OR

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

OR

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

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

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

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

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

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

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

Date signed [insert date of signing] day of [Insert month], [insert year)



STANDARD (DONOR FUNDED) MAGISTRATE COURTS

FOR

THE JUDICIARY OF KENYA

Supreme Court Building, City Hall Way

P.O. BOX 30041 - 00100, NAIROBI

BILLS OF QUANTITIES

Prepared By:-

PROJECT MANAGER

JUDICIARY

DIRECTORATE OF BUILDING SERVICES

NAIROBI

APRIL 2025

PRELIMINARIES AND PRICING NOTES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE (VAT Inclusive) (KSHS)	AMOUNT (KSHS)
A	<p><u>SECTION NO. 1 - PRELIMINARIES</u></p> <p><u>BILL NO. 1</u></p> <p><u>PARTICULAR PRELIMINARIES</u></p> <p><u>IMPORTANT PRICING NOTES</u></p> <p>DEFINITION OF TERMS</p> <p>The following terms, whenever used hereinafter and in all contract Documents shall be interpreted as hereunder:-</p> <p>NAME OF PARTIES AND DEFINITION OF TERMS</p> <p>The following terms, wherever they shall occur shall be interpreted as hereunder: -</p> <p>(a) “The Employer” shall be held to mean The Chief Registrar of the Judiciary of Kenya P.O. Box 30041 - 00100, Nairobi</p> <p>(b) “The Project Manager” shall be held to mean The Deputy Director; Directorate of Building Services- Judiciary of Kenya P.O. Box 30041 - 00100, Nairobi</p> <p>(c) “The Architects” shall be held to mean The Assistant Director Architectural services-Judiciary of Kenya P.O. Box 30041 - 00100, Nairobi</p> <p>(d) “The Quantity Surveyors” shall be held to mean The Assistant Director Quantity Surveying Services-Judiciary of Kenya P.O. Box 30041 - 00100, Nairobi</p> <p>(e) “ The Structural & Civil Engineers” shall be held to Mean The Assistant Director Engineering Services-Judiciary of Kenya P.O. Box 30041 - 00100, Nairobi</p> <p>(f) “ Electrical & Mechanical Engineers” shall be held to mean: The Assistant Director Engineering Services-Judiciary of Kenya P.O. Box 30041 - 00100, Nairobi</p> <p>(g) “Employer’s Representative” - Wherever the terms “Project Manager” “Architect” “Quantity Surveyor” and “Engineer” as defined above are used in all Contract documents, they shall be deemed to imply the Employer’s representatives or such persons as they may duly authorize to present them on behalf of the Employer or the successors in office of such persons and also such persons as may be deputed by such representatives to act on their behalf for the purpose of this Contract, the shall all be deemed to imply the “Employers representative”</p>				
	Total Carried Forward				

	<p>Total Brought Forward</p> <p>(h) "Works" shall be held to mean all or any portion of work, materials and articles wherever the same are being manufactured or prepared which are to be used in the execution of this Contract, and whether the same be on the site of the buildings or not.</p> <p>(I) The Contractor shall be held to mean the person or persons partnership, firm or company whose tender for the Works has been accepted and who has or have signed the Contract and shall include his or their heirs, executors, administrators, assigns, successors and duly appointed representatives.</p> <p>(j) The term Sub-Contractor shall be deemed to mean the person or persons, partnership, firm or company who has or have been engaged by the Contractor to carry out any Sub-Contract works forming part of this Contract and shall include his or their heirs, etc. as described above or who shall be appointed by the Employer to carry out the Sub-Contract</p> <p>C PRICING OF ITEMS OF PRELIMINARIES</p> <p>Items described in this section cover the minimum requirements and conditions necessary for the full and proper execution of the contract.</p> <p>The tenderer is required to read and fully understand his obligations under each item and thus assess his costs for complying with the same for the duration of the contract.</p> <p>Tenderers shall be required to price against the items in the preliminaries, if no price is inserted, it shall be deemed that the tenderer has covered any costs associated with that preliminary item elsewhere in the Bills of quantities and shall be required to comply with all costs associated with the items of preliminaries and shall be construed to have been offered for free.</p> <p>D TENDER VALIDITY</p> <p>The attention of the Tenderers is drawn to clauses of instructions tenderers on validity of tender and Tender Security</p> <p>E LOCATION OF SITE</p> <p>The site of the proposed works is Located in.....</p> <p>The Contractor shall be deemed to have visited the site and satisfied himself as to:-</p> <p>a) The nature and position of the site</p> <p>b) The amount of the demolitions (if any), rubbish or debris to be cleared away before commencement</p> <p>c) The nature, current usage, proximity and size of adjoining property and building</p>				
	<p>Total Carried Forward</p>				
	<p>Total Brought Forward</p> <p>d) The availability of land for the erection and positioning of all temporary structures, plant and materials necessary for the execution of the works. The contractor shall obtain approval from the relevant Local Authority in all matters relating to site access and erection of temporary structures and must ensure adherence to the requirements of these authorities.</p> <p>e) The risk of injury to the property adjacent to the site, or to the occupiers of such property.</p>				

	<p>f) The nature of the materials to be excavated and the conditions under which the works will have to be carried out, the supply of and conditions affecting labour and the facilities for obtaining the articles or materials referred to in these Bills of Quantities. Any damage caused to existing accesses and roads must be made good as directed by and to the approval of the Architect. The Contractor must obtain the approval of the Architect in respect of the usage of any materials found on site.</p> <p>No claim will be allowed on the ground of any misunderstanding or misapprehension in respect of any such matter or for travelling or other expenses which may be incurred by the Contractor in visiting the site or preparing the tender for the works.</p> <p>F SCOPE OF CONTRACT AND DESCRIPTION OF THE WORKS</p> <p>The work to be carried out under this contract comprises the completion of the court building to accommodate courtrooms, chambers, registries, offices, toilets & cells. The construction generally comprises reinforced concrete foundations & superstructure frame & partitions with machine cut stone.</p> <p>Doors are hardwood panel doors, solid core flush door, glazed steel doors and aluminium folding doors. Windows to have powder coated aluminium frames with glazing.</p> <p>External wall finishes generally consists of render & paint. Floor finishes are generally non slip granito tiles. Internal wall finishes are generally ceramic tiles and plaster and paint . Ceiling finishes are painted gypsum ceiling, plaster and paint.</p> <p>Services comprise general electrical installation and plumbing , drainage and fire fighting installation.</p> <p>External works are paved parking, storm water drains, foul water drainage & waste water treatment plant.</p> <p>The scope and specification of the works is shown and described in the bills of quantities and in the architectural and engineering drawings listed in the appendix. The drawings are available for inspection in the architect or engineers offices.</p>				
	<p>Total Carried Forward</p>				
<p>G</p>	<p>Total Brought Forward</p> <p>FLOOR AREAS</p> <p>The total gross floor area is approximately 6755 Square Metres.</p> <p>The overall floor area is measured over walls and is given without warranty but for guidance only.</p> <p>H DRAWINGS</p> <p>The Contractor will be deemed to have examined the drawings before tendering and to have satisfied himself regarding their details and regarding the nature and extent of the works and the method of construction involved. No claims arising out of misapprehension in these respects will be allowed. Drawings may be seen by appointment at the offices of the Architect during normal working hours.</p> <p>The works are to be executed in accordance with the drawings referred to in the schedule of drawings used in the preparation of Bills of Quantities together with Contract drawings and any drawings which may be supplied in amplification or amendment thereof.</p> <p>Figured dimensions are to be followed in preference to dimensions scaled from the drawings but whenever possible dimensions are to be taken on the site or from the buildings. Before any work is commenced by Sub-Contractors or Specialist Firms, dimensions must be checked on the site and/or buildings and agreed with the Contractor, irrespective of the comparable responsibility for the accuracy of such dimensions.</p>				

	<p>The Tenderers attention is drawn to the fact that references have been made to some drawings in the measured section of the Bills of Quantities. If not amongst the tender drawings, such drawings can be inspected by Tenderers at the Architects offices by prior appointment.</p>			
J	<p>SITE DIARY AND INSTRUCTIONS BOOK</p> <p>A site instructions book shall be provided by the Contractor in the form of a double foolscap size stiff covered ruled book which should be kept available at all times at the site.</p> <p>Entries made in the site instructions book by the Architect or his duly appointed representative shall be deemed to be the Architects instructions given in writing and the Contractor shall confirm the same to the Architect within Seven (7) clear working days</p> <p>All persons entering the site or other working area on whatever business shall be instructed by the Contractor to record their visit in the site diary giving their name, address and reason for visiting the site.</p>	Item		
K	<p>LABOUR CAMPS</p> <p>The contractor shall not be allowed nor permitted to house labour on site and must make arrangements to transport them to and from site on a daily basis.</p>	Item		
Total Carried Forward				
	Total Brought Forward			
L	<p>PAYMENT AND HIRING OF DOMESTIC SUBCONTRACTORS</p> <p>All domestic Sub Contractors must be the ones who have been prequalified at the prequalification stage. Any change or additional Sub-Contractor must be approved in writing by the Project Manager prior to signing any contract with the Main Contractor.</p> <p>All domestic Sub-Contractors will be paid by the Main Contractor.</p>	Item		
M	<p>CONTRACT COMPLETION PERIOD</p> <p>The contract completion period in accordance with the Conditions of Contract must be strictly adhered to. The Architect shall strictly monitor the Contractor's progress in relation to the progress chart and should it be found necessary, the Architect shall inform the Contractor in writing that his actual performance on site is not satisfactory</p> <p>In all such cases , the Contractor shall accelerate his rate of performance, production and progress by all means such as additional labour, plant etc., and working overtime all at his cost.</p>	Item		
N	<p>OFFICES AND SHEDS</p> <p>The contractor shall set up to the approval of the Architect a temporary office accommodation and ample temporary watertight sheds in the premise for his own use and the use of Sub-contractors for the proper storage and protection of materials vulnerable to theft, weather and remove when ordered. Floor of sheds shall be at least 150mm above</p>	Item		
P	<p>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</p> <p>The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is thus instructed to take reasonable care in the execution of the works as to prevent accident. The Contractor is deemed to have taken this into account in his pricing including getting alternative yards off site to store materials, for concrete batching etc.</p>	Item		
Q	<p>TEMPORARY STRUCTURES</p> <p>The contractor shall allow for providing and clearing away on completion of the works such temporary hoarding, rubbish chutes, gates, planked walkways, guard rails etc. as may be necessary for the protection of the workers, the general public, and for the proper execution of the works.</p>	Item		

	<p>As such, temporary structures shall be constructed with the approval of the Architect and to his full satisfaction and in such a manner as to cause minimum inciviveness and disturbance to occupants of adjacent building, entry and exit to the existing building and users of the adjacent roads.</p>				
<p>Total Carried Forward</p>					
<p>R</p>	<p>Total Brought Forward</p> <p>All such temporary structures shall comply in all aspects with the national laws, rules, and regulations currently in force and applicable to such structures.</p> <p>All temporary structures shall be erected in a manner so that the unloading of materials causes minimum obstruction to the use of adjacent roads and other facilities</p> <p>All temporary structures shall be kept properly lighted throughout the periods of darkness and any corners or projections shall be painted white.</p> <p>Temporary structures shall not be used or permitted to be used for advertisement purposes except with the consent of the Architect</p> <p>All temporary structures shall be maintained at all times in good order and good condition to the satisfaction of the Architect</p> <p>All temporary structures shall be maintained at all times in good order and good condition to the satisfaction of the Architect</p> <p>All temporary structures shall be removed when so required by the Architect or at the end of the period for which it is required</p> <p>The Contractor shall indemnify and shall keep the employer indemnified against any expenses, loss, claim or suits arising out of or in connection with the temporary structures</p> <p>The Contractor shall pay all local authority or other charges payable in connection with temporary structures</p> <p>TEMPORARY HOARDING AND CATCHMENTS SHUTTERING AROUND WORKING AREAS</p> <p>Temporary hoarding shall be provided all around the site. The tenderers amount for hoarding shall be deemed to be inclusive of all legally demandable fees for the temporary hoarding by the Local and Central Authorities. The layout and details of the hoarding has been attached and shall include the following:-</p> <p>1. The hoarding shall be overall 3000mm high constructed in new gauge 30 corrugated Iron sheets or equal and approved mounted on RHS framework and adequately supported by props, bearers and brackets at appropriate centres all to the entire satisfaction and approval of the Architect and Structural Engineers.(approximately 350L.M @.....kSHS...../M....)</p> <p>2. Vehicular and pedestrian gates shall be provided- as per Architectural drawings.</p> <p>3. The external surfaces of the hoarding will be primed and painted with undercoat and one finishing coat gloss oil plant.</p>		<p>Item</p>		
<p>Total Carried Forward</p>					
	<p>Total Brought Forward</p> <p>4. Advertisements on the hoarding will only be allowed with the express approval of the Architect.</p>				

	<p>5. To protect against dust and projectiles arising from construction work, the entire building on heights above ground floor will be enveloped with shed net supported with props bearers and brackets at appropriate centres to approval of the project structural engineer</p> <p>The Contractor shall allow for thoroughly maintaining the hoarding, shed nets and gates throughout the contract and clearing away and making good disturbed ground on completion. All materials arising will remain the property of the Contractor and he should allow credit against this.</p>				
S	<p>WIRELESS INTERNET CONNECTIVITY</p>		Item		
	<p>The contractor shall provide internet (WIFI) on site throughout the duration of the contract for use by the project manager. He shall ensure the internet connection is in permanent working condition and pay all charges due for the duration of the Contract including extensions where applicable..</p>				
T	<p>TEMPORARY DISPOSAL OF RAIN WATER</p>		Item		
	<p>The Contractor shall provide and maintain all necessary temporary gutters, downpipes, chutes, drains etc. for conveying rainwater from the buildings. This include temporary drainage to floods and ground water on</p> <p>The Contractor shall allow for temporary drainage plumbing and piping for keeping the premises and site free from accumulation of water.</p>				
U	<p>DOWN TAKINGS</p>		Item		
	<p>All materials arising from demolitions and down takings are deemed to be the property of the employer. No claim will be entertained on account of employer excising this right to retain the materials</p> <p>The Contractor must obtain the approval of the Architect in respect to the usage of any materials found on site.</p> <p>All down takings shall be carefully removed, taken down, dismantled and stored on site until instructed by the Architect to remove from the site. Such materials shall only be incorporated in the new works if required by the Architect in which case appropriate adjustments will be made in the final account for the cost of labour, screws etc. for fixing such down takings in the new works.</p>				
	<p>Total Carried Forward</p>				
V	<p>Total Brought Forward</p>				
	<p>SITE OFFICE AND CLERK OF WORKS ACCOMODATION</p> <p><i>The site office and Clerk of Works accomodation shall be constructed in accordance with NHC drawings No. 09a attached to the BQ. The above offices shall be completed and ready for use within ONE MONTH from the date of site possession failure to which a penalty of Kshs. 10,000/= per day will apply for non-compliance.</i></p> <p>The site offices shall be equipped with the following:</p> <p>1. Fully furnished site meeting room with hard and soft furniture for 15 Pax, all to approval of the Project Manager.</p> <p>2. Office desk and office seat for use by Clerk of Works complete with two waiting chairs.</p> <p>3. Connected with electricity and water to be paid for by the contractor during the construction and defects liability period.</p> <p>4. The contractor shall allow for provision of contracted cleaning services for keeping both the office and the closet in a clean and sanitary condition from commencement to completion of the works.</p>		Item Item Item Item		

	<p>5. The site office shall be retained by the Client on completion of the contract unless instructed otherwise by the Project Manager. Where not retained, the contractor shall be required to carefully dismantle and make good disturbed surfaces to the satisfaction of the Project Manager upon completion of the works.</p>				
W	<p>PRICING BILLS OF QUANTITIES</p> <p>The Contractor shall price out individually and in detail all items in these Bills of Quantities and under no circumstance will lump sums be allowed. All rates and figures entered in the Bills of Quantities must be done in ink and paginated, Any rates not done in this format will be treated as having not duly complied with the tender requirements</p>	Item			
	Total Carried Forward				
X	<p>Total Brought Forward</p> <p>PROJECT SUPERVISION EXPENSES</p> <p>The Contractor shall for the entire contract period be required to make provisions to the satisfaction of the Project Manager for the following items</p> <p>1. Provide a brand new 14 inch Core i10 laptop with 16GB Ram;1TB SSD;8GB Dedicated Graphics Memory, with MS Office suite with license for both the software and anti virus for the entire contract period and any addendums thereto.</p> <p>2. Site measurement tools, consisting of tape maeasure and distometre</p> <p>3. Basic Site Camera as Canon or equal and approved; digital enabled.</p> <p>4. Monthly Airtime from a reliable service provider equivalent to KSh. 2,000 (The airtime should not be in monetary)</p> <p>5. Leased photocopying machine cum printer with A3 printing capability and internet enabled and to includer necessary printing consumables.</p> <p>7. 1NO. A4 Ream of printing paper replaceable monthly</p> <p>8. 1NO. A3 Ream of printing paper replaceable monthly</p> <p>9. Personal Protective Equipment (PPE) consisting of safety boots, helmet, reflective jacket, dustcoat and heavy duty hand cloves.</p>	Item			
Y	<p>MATERIALS ON SITE</p> <p>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 Architect This is to include the materials of the Main Contractor, Sub - contractors and Nominated Suppliers.</p>	Item			

	Materials off site for them to qualify in the interim payment certificates must be stored in an approved bonded warehouse adequately insured against theft and damage for the period of storage all to the approval of the Architect.				
Total Carried Forward					
	Total Brought Forward				
Z	PROPRIETARY MATERIALS Where proprietary materials are specified in the Specifications, the Contractor may propose the use of equivalent materials from other manufacturers but of equal quality for approval by the Architect. All materials and goods, where specified to be obtained from a particular manufacturer or supplier are to be used or fixed strictly in accordance with their instructions.		Item		
AA	CONTRACTOR'S SUPERINTENDENCE/ SITE AGENT The Contractor shall constantly keep on the works a literate English fluent speaking Agent or Representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor, directions and instructions from the Architect and such directions and instructions shall be deemed to be given to the Contractor in accordance with conditions of Contract. The Agent shall not be replaced without the specific approval of the		Item		
Total Carried Forward					
AB	TENDER DOCUMENTS		Item		

	<p>The tender documents consist of the following:</p> <ul style="list-style-type: none"> a) Invitation to Tender a) Instruction to tenderers b) Tender Data Sheets c) Form of tender d) Evaluation and Qualification information e) Conditions of Contract f) Appendix to Conditions of Contract g) Tender security h) Preliminaries i) Specifications <li style="background-color: #d4edda;">j) Bills of quantities <i>(where there is a discrepancy between the drawings t and the Bills of Quantities,- the provisions of sthe BQs shall take precedence over the drawings unless an approval to amend has been granted)</i> k) Drawings l) Forms of Securities m) Addendum where applicable 				
	Total Carried Forward				
<p>AC</p>	<p>Total Brought Forward</p> <p>CONTRACT DOCUMENTS</p> <p>The Contract Documents for use in the carrying out of works shall be the following:</p> <p>Contract documents shall be held to mean the</p> <ul style="list-style-type: none"> a) Instruction to Tenderers, b) Form of Tender and Qualification information, c) Contract Agreement and General Conditions of Contract, d) Special conditions of contract, e) Specifications (TO BE PROVIDED SEPARATELY), f) Drawings, g) signed and priced Bills of Quantities, h) Form of securities, and i) any addenda 		Item		
<p>AD</p>	<p>FORM OF CONTRACT</p>		Item		

	<p>The form of contract will be the one included in the Republic of Kenya Standard Tender Documents for Procurements of Works (2022 Edition), hereby attached and the Conditions of Contract are those attached thereto.</p> <p>If the contractor considers that compliance with any of the Conditions of Contract involves any expenses he will price them accordingly.</p> <p>No claim shall be allowed arising from the Contractors Compliance with any of the conditions of Contract.</p> <p>The Employer can cancel, amend or insert any other clause before the contract agreement is signed.</p>				
Total Carried Forward					
<p>AE</p>	<p>Total Brought Forward</p> <p>CONTRACT CLAUSES</p> <p>The Contractor's attention is called to the following Clauses of the Conditions of Contract which shall be read as incorporated herein and he shall allow any sums which he considers necessary for the carrying out and observance of such conditions</p> <p><u>Clause</u></p> <p>1.0 General Provisions 2.0 The Procuring Entity 3.0 The Engineer 4.0 The Contractor 5.0 Nominated Subcontractors 6.0 Staff and Labor 7.0 Plant, Materials and Workmanship 8.0 Commencement, Delays and Suspension 9.0 Tests on Completion 10.0 Procuring Entity's Taking Over 11.0 Defects Liability 12.0 Measurement and Evaluation 13.0 Variations and Adjustments 14.0 Contract Price and Payment 15.0 Termination by Procuring Entity 16.0 Suspension and Termination by Contractor 17.0 Risk and Responsibility 18.0 Insurance 19.0 Force Majeure 20.0 Settlement of Claims and Disputes</p>				
<p>AF</p>	<p>GENERAL BUILDING SPECIFICATIONS</p>		<p>Item</p>		

<p>AG</p>	<p>The contractor is referred to the General Specifications for Building Works on pages 2/1 to 2/34 and General Specifications for Building Works issued by ministry of public works, 1976 Edition, in the event of conflict, the ministry of public works, 1976 Edition must always prevail. However in the event of conflict with the general and particular preliminaries, trade preambles or other items in these Bills of Quantities, then the provisions of the general and particular preliminaries, trade preambles or other items in these Bills of Quantities shall take precedence.</p> <p>METHOD OF MEASUREMENTS</p> <p>The Contract Bills have been prepared in accordance with The Standard Method of Measurement of Building and Associated Civil Works for East Africa, Second Edition, 2008, published by the Architectural Association of Kenya, which is available for inspection at the offices of the Assistant Director Quantity Surveying by appointment.</p>				
<p>Total Carried Forward</p>					
<p>Total Brought Forward</p>					
<p>AH</p>	<p>PARTICULARS OF INSERTIONS TO BE MADE IN THE SPECIAL CONDITIONS OF CONTRACT (For Information only. Pricing shall not be inserted)</p> <p>The following are insertions to be made in the Special Conditions of Contract (Section IX)</p> <p>Name and Reference No. of the Contract (Heading and 1.1) - <i>Insert</i> - _____</p> <p>Engineers Name and address (Heading and 3.1.1) - <i>Insert</i> - _____</p> <p>Contractor's Representative's name (4.3.1) - <i>(insert the name of the Contractor's Representative agreed by the Procuring Entity prior to Contract signature)</i> - _____</p> <p>Key Personnel names (16.9.1) - <i>(insert the name of each Key Personnel agreed by the Procuring Entity prior to Contract signature)</i> - _____</p> <p>Time for Completion (1.1) _____ days <i>If Sections are to be used, refer to Table: Summary of Sections below</i></p> <p>Defects Notification Period (1.1) _____ days</p> <p>Sections (1.1) <i>If Sections are to be used, refer to Table: Summary of Sections below</i></p> <p>Electronic transmission systems 1.3</p> <p>Time for the Parties entering into a Contract Agreement (1.6) - <i>Within 30days</i></p> <p>Commencement Date (8.1.1)</p> <p>Time for access to the Site (2.1.1) - <i>No later than the Commencement Date, and not later than _____ days after Commencement Date</i></p>				

	Total Carried Forward			
	<p>Total Brought Forward</p> <p>Architect Duties and Authority (3.1.6 (b) (ii)) - <i>Variations resulting in an increase of the Accepted Contract Amount in excess of ____% shall require approval of the Procuring Entity.</i></p> <p>Performance Security (4.2.1) - <i>The performance security will be in the form of a _____ [insert either one of "demand guarantee" or "performance bond"] in the amount(s) of [insert related figure(s)] percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.</i></p> <p>Normal working hours (6.5) - <i>Specify</i></p> <p>Delay damages for the Works</p> <p>(8.7 & 14.15 (b)) - <i>0.1% of the Contract Price per day. If Sections are to be used, refer to Table: Summary of Sections below</i></p> <p>Maximum amount of delay damages (8.7.1) _____% <i>of the final Contract Price.</i></p> <p>Provisional Sums (13.6. (b) (ii)) <i>[If there are Provisional Sums, insert a percentage for adjustment of Provisional Sums]</i> _____%</p> <p>Adjustments for Changes in Cost (13.9) - <i>Period "n" applicable to the adjustment multiplier "Pn": _____ [Insert the period if different from one (1) month; if period "n" is one (1) month, insert "not applicable"]</i></p> <p>Total advance payment (14.2.1) - <i>% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable</i> <i>[Insert number and timing of installments if applicable]</i></p> <p>Repayment amortization rate of advance payment (14.2.5 (b)) _____%</p> <p>Percentage of Retention (14.3.2 (c)) _____%</p>			
	Total Carried Forward			
	<p>Total Brought Forward</p> <p>Limit of Retention Money (14.3.2 (c)) _____% <i>of the Accepted Contract Amount</i></p> <p>Plant and Materials (14.5.3 (b) (i)) - <i>If Sub-Clause 14.5 applies: Plant and Materials for payment Free on Board _____ [list].</i></p> <p>(14.5.3 (c) (i)) - <i>Plant and Materials for payment when delivered to the Site _____ [list].</i></p> <p>Minimum Amount of Interim Payment Certificates (14.6.2) - _____% <i>of the Accepted Contract Amount.</i></p>			

	<p>Publishing source of commercial interest rates for financial charges in case of delayed payment</p> <p>(14.8) - Specify _____% rate per month of delayed payment.</p> <p>Maximum total liability of the Contractor to the Procuring Entity (17.6.2) - [Select one of the two options below as appropriate] The product of _____ [insert a multiplier less or greater than one] times the Accepted Contract Amount, or _____ [insert amount of the maximum total liability]</p> <p>Periods for submission of insurance: a. evidence of insurance. b. relevant policies (18.1.6) - [Insert period for submission of evidence of insurance and policy. Period may be from 14 days to 30days.] (a) Evidence of insurance - _____ days (b) Relevant policies - _____ days Maximum amount of deductibles for insurance of the Procuring Entity's risks (18.2.4 (d)) - [Insert maximum amount of deductibles]</p> <p>Minimum amount of third-party insurance (18.3.2) - [Insert maximum amount of third party insurance]</p> <p>The place of arbitration (20.7.2) - Nairobi, Kenya</p>				
<p>AJ</p>	<p>APPENDICES</p> <p>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</p>				
<p>Total Carried Forward</p>					
<p>Total Brought Forward</p> <p><u>BILL NO.1</u></p> <p><u>PARTICULAR PRELIMINARIES</u></p>					

	Carried Forward to Elemental Summary of Section 1			
	<p><u>BILL NO. 2</u></p> <p><u>GENERAL PRELIMINARIES</u></p> <p>A SUFFICIENCY OF TENDER</p> <p>The 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 priced Bills of Quantities. Rates and prices quoted shall cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.</p> <p>B STAMP DUTY CHARGES</p> <p>The Contractor shall allow for the payment of all stamp duty charges in connection with the Performance Bond and Contract Agreement.</p> <p>C DEFINITIONS AND ABBREVIATIONS</p> <p>Abbreviations used in the Bills of Quantities shall be interpreted as follows:-</p> <p>"Approved" shall mean: approved by the Project Manager</p> <p>"as described" shall mean: as described in the Specifications</p> <p>"as directed" shall mean: as directed by the Architect</p> <p>"B.S." shall mean: the British Standards Institution, 2 Park Street, London, England W.I.</p> <p>KBS shall mean: The Kenya Bureau of Standards Specification</p> <p>"No" shall mean: Number</p> <p>"LM" shall mean: Linear Metres</p> <p>"SM" shall mean: Square Metres</p> <p>"CM" shall mean: Cubic Metres</p> <p>"KG." shall mean Kilogramme</p> <p>"NO." shall mean Number</p>	Item		

	PRS.' shall mean Pairs				
Total Carried Forward					
	<p>Total Brought Forward</p> <p>"Ditto" shall mean: the whole of the preceding description except as qualified in the section in which it occurs in brackets it shall mean the whole of the preceding description which is contained within the appropriate brackets.</p> <p>M/S shall mean: Measured separately</p> <p>"B.M.S" shall mean: Both sides measured separately</p> <p>'As described'(a.d.) or 'as before described'(a.b.d.) shall mean as described in the Specification or as described previously in a foregoing item or Bill.</p> <p>'Selected, directed, approved', etc. Wherever the words, 'selected' or 'as directed', 'as required', or words of similar meanings are used in the Bills of Quantities, it is to be understood that the selections, directions or requirements of the Architect are intended. Similarly, the words, 'approved', 'satisfactory to' the Architect and the Architect's materials are ordered or the works to which the words refer are put in hand.</p> <p>'Necessary, proper', etc. Wherever the words 'necessary, proper' or words of similar meanings are used in these Bills of Quantities with respect to the extent, conduct, character or work described, it is to be understood that they shall mean that the said work shall be executed to the extent, must be conducted in a manner or be of a character which is 'necessary' or 'proper' in the opinion of the Architect.</p> <p>'Singular and Plural' Words importing the singular only wherever used hereinafter and in all Contract Documents shall also include the plural and vice versa where the context required.</p>				
Total Carried Forward					
F	SETTING OUT		Item		

	<p>The contractor shall set out works in accordance with the dimensions and levels shown on the drawings and shall be responsible of the correctness of all dimensions and levels set out by him and he will be required to amend all errors arising from inaccurate setting out at his own cost and expenses. In the event of any error or discrepancy in the dimensions or levels marked on the drawings being discovered, such errors or discrepancies must be reported by the contractor to the architect for his immediate attention.</p> <p>No work shall be commenced by the contractor until he has received written instructions from the Architect to adjust such discrepancies which may be proved, upon receipt of such instructions and no claim for extra expenses or relief from the provisions of the Conditions of the Contract , any discrepancy or error in the dimensions or levels shown on the drawings may be made thereafter.</p> <p>Before any work is commenced by Sub-Contractors or specialist firms, dimensions must be checked on the site and/or building and agreed with the Contractor irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.</p>				
<p>G</p>	<p>SAMPLES</p> <p>The contractor shall furnish at the earliest possible opportunity before work commences and at his own cost any samples of materials or workmanship that may be called for by the Architect for his approval or such samples are approved to be the minimum standard for the work to which they apply.</p> <p>The Contractor shall ensure their protection against theft, loss or damage.</p>		<p>Item</p>		
<p>H</p>	<p>EXISTING PROPERTY AND ADJACENT PROPERTY</p> <p>The contractor shall take every precaution to avoid damage to all existing and adjacent property including buildings, roads, cables, drains and other services and he will be held responsible for all damages hereto arising from the execution of his contract and he shall make good all such damages when directed at his own expense to the satisfaction of the Architect.</p>		<p>Item</p>		
	<p>Total Carried Forward</p>				
<p>J</p>	<p>Total Brought Forward</p> <p>EXISTING SERVICES</p> <p>Prior to commencement of any work the contractor is to ascertain from the relevant Authorities the exact position, depth and level of all existing electric cables, water pipes and all other services in the area and he shall make whatever provisions may be required by the authorities concerned for the support and protection of such services. Any damage or disturbances caused to any service shall be reported immediately to the Architect and the relevant Authority and shall be made good to their satisfaction at the contractor's expense.</p> <p>Through temporary interference with existing sewer or any drains, whether for the purpose of diverting, lifting, laying or making connections, the Contractor shall at his own expense provide timber troughs, pipes or other channels and if required, pumping appliances for maintaining the flow through the respective diversions.</p>		<p>Item</p>		

	<p>Where removal or disconnection of such service lines is required to be carried out under the Contract, the operations must be carried out in co-ordination with the relevant Local Service Authority so as to minimize any disruption of services to the surrounding buildings and to enable them not make any precautions necessary and to make any alternative arrangement for the temporary provision of the services affected.</p> <p>The Contractor will further be required to provide at his own cost any temporary service lines or connections for the duration of disruption caused by such disconnections or removal.</p> <p>The Contractor shall be held responsible for and shall indemnify the Employer against all losses and expenses incurred as a result of such damage and disruption of services.</p> <p>K MATERIALS, TOOLS, PLANT AND SCAFFOLDINGS</p> <p>All materials and workmanship used in the execution of the works shall be of the best quality and description. Any materials for the works condemned by the Architect shall immediately be removed from the site at the Contractor's expense.</p> <p>All materials and workmanship shall unless otherwise specified or described conform to the appropriate British Standards Institution specification current at the date of tender</p> <p>The works throughout shall be executed by skilled workmen well versed in their respective trades.</p> <p>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>		Item		
	Total Carried Forward				
	<p>Total Brought Forward</p> <p>The contractor shall be responsible for the provision of all materials, hoists, Tower cranes, tackle, plant, vehicles, tools and appliances scaffolding, transport and workmen required for the works except in so far as may be stated otherwise herein and he shall allow for the provision</p> <p>No timber used for scaffolding, formwork or similar purpose shall be used afterwards in the permanent works.</p> <p>The Contractor shall allow for all costs related to hoisting his or his Sub-Contractor's materials for fixing at any level within the limits shown on the drawings or included in the general description of the works.</p> <p>All such plant, tools and scaffolding shall comply with all regulations whether general or local in force throughout the period of the contract and shall be required as may be necessary to comply with any amendments in or additions to such regulations</p> <p>L SIGN FOR MATERIALS SUPPLIED</p> <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the Architect at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the Architect 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 Architect.</p> <p>M GOVERNMENT ACTS REGARDING WORK ,PEOPLE ETC.</p> <p>The contractor is to comply with all local regulations and</p>		Item		

	<p>by-laws of the Local Authority including serving notices and paying of fees.</p> <p>In addition to complying with the Occupational Safety and Health Act, 2007 (Cap 514), the contractor shall comply in all aspects with the above mentioned rules. The contractor will be held responsible for serving on the Director of Occupational Safety and Health Services a written notice not later than seven days after the beginning of the building operations included in this contract stating the particulars</p> <p>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.</p> <p>No claim in respect of want of knowledge in this connection will be entertained.</p>			
	Total Carried Forward			
N	<p>Total Brought Forward</p> <p>GOVERNMENT ACTS AND REGULATIONS, STATUTORY LEVIES</p> <p>The contractor is to comply with all government acts and regulations including serving notices and paying of fees. The tender price must include for all costs arising or resulting from compliance with any Act, Order or Regulation such as and not limited to Standard Levy, Capacity Building Levy under Public Procurement and Disposal Act, Enviromental Impact Assessment Levy, National Construction Levy among others and all costs arising or resulting from any Law requiring payment by the Contractor of any Statutory Levy or Levies currently in</p> <p>The Contractor shall be required to indemnify the Employer for any claims arising out of non- compliance with the above requirements.</p>	Item		
P	<p>NATIONAL ENVIRONMENTAL MANAGEMENT AUTHORITY (NEMA) REQUIREMENTS</p> <p>The Contractor shall be responsible for complying with all National Environmental Management Authority (NEMA) requirements including Environmental Impact Assessment. The contractor shall allow for obtaining all requisite licenses, approvals, making all statutory payments and levies required by the National Environment Management Authority (NEMA) for the works. No claim of extension of time shall be allowed as a result of compliance to NEMA requirements.</p> <p>The tenderer MUST price for this item failure to which it shall be assumed that the tenderer has covered all costs associated with this item elsewhere in the Bills of quantities and shall be required to comply and construed to be offering the service for free. The EIA process shall commence not later than one month after contract signing.</p> <p>The Contractor therefore indemnifies the Employer for any claims arising out of non- compliance with the above requirements.</p>	Item		
Q	<p>NATIONAL CONSTRUCTION AUTHORITY (NCA) REQUIREMENTS</p> <p>The Contractor shall ensure compliance with all other National Construction Authority Act and Regulations including project registration and paymnet of levies on behalf of the Client. No claim of extension of time shall be allowed as a result of compliance to NCA requirements.</p> <p>The tenderer MUST price for this item failure to which it shall be assumed that the tenderer has covered all costs associated with this item elsewhere in the Bills of quantities and shall be required to comply and construed to be offering the service for free. The Licensing process shall commence not later than one month after contract signing.</p>	Item		

	The Contractor therefore indemnifies the Employer for any claims arising out of non- compliance with the above requirements.				
	Total Carried Forward				
	Total Brought Forward				
Q	<p>SUPERVISION, WORKING HOURS</p> <p>The said works shall be executed under the direction and to the entire satisfaction of the Architect and clerk of works who shall have the Architect's specifically delegated authority and shall at all times have access to the works, to the yards and workshops of the contractor or other places where goods are being prepared for the works.</p> <p>No work shall be so covered up nor shall any concreting be carried out in the absence of the Clerk of Works without the prior approval of the Architect in writing.</p> <p>The working hours shall be as stipulated in the labour laws of Kenya.</p> <p>The Contractor shall be deemed to have allowed for necessary overtime payments for work people who may be called to work on Public and gazetted holidays or the like.</p> <p>The Architect may however require that noisy operations be carried out at certain times to minimize inconvenience to neighbours.</p> <p>The Contractor shall allow for any statutory approvals or license required to carry out the works at night, weekends and Public holidays.</p>	Item			
R	<p>FAIR WAGES</p> <p>The contractor shall pay rates of wages and observe hours and conditions of labour not less favourable than the minimum conditions of employment applicable in the district in which the work is carried out. The relevant notice must be posted up and kept posted upon the site where it can be conveniently read by the employees concerned in languages they can understand.</p> <p>The contractor is to comply with the Regulations of Wages and Conditions of Employment Act, Building and Construction Industry Wages Council (KABCEC 2007) and is to be responsible for compliance of the sub-contractors employed in the execution of the contract. If required, he is to notify the Project Manager of the names and addresses of all such sub-contractors. Any Contractor or Subcontractors not complying will not be permitted to tender for other work for such a period as the Project Manager may determine</p> <p>Should a claim be made to the Architect alleging the Contractor's default in payment of Fair Wages to any workman employed on the contract and if proof thereof satisfactory to the Architect, may failing payment by the contractor, pay the claim out of any monies due or which may become due to the contractor under this contract.</p> <p>The Contractor is to furnish to the Architect, if called upon to do so, such particulars of the rates of wages, hours and conditions of labour referred to above as the Architect may direct</p>	Item			
	Total Carried Forward				
	Total Brought Forward				
R	<p>SECURITY OF WORKS AND FENCING</p> <p>The contractor shall be entirely responsible and shall pay security of all works, stores, materials, plant, personnel etc. both his own and sub-contractors and shall also provide all necessary watching, lighting, and other precautions as necessary to ensure the security, the safety and protection of the public.</p>	Item			

	<p>IN PARTICULAR, THE CONTRACTOR'S ATTENTION IS DRAWN TO THE FACT THAT OPERATIONS IN THE EXISTING BUILDING/PREMISE SHALL NOT BE INTERFERED WITH, FURTHERMORE CONSTRUCTION PROCESS SHALL NOT EXPOSE THE PREMISE TO ANY THREAT OF ILLEGAL ENTRY OR EXIT, AND THE CONTRACTOR MUST FAMILIARISE HIMSELF OR HERSELF WITH THE SECURITY REQUIREMENTS. WHERE NECESSARY HE SHALL WORK IN STAGES UPON APPROVAL BY THE ARCHITECT.</p> <p>The contractor must allow the cost and time implication associated with the consequences of adherence to the above and no claim can be made thereafter</p> <p>The Contractor must include in his tender for all necessary expenditure incurred in complying with the security regulations of the Pension Fund especially in relation to entry and exit from the site of the works and movement within the site.</p> <p>The Contractor shall be responsible for ensuring that all matters including drawings, letters and documentation relating to the project are dealt with confidentially.</p> <p>S PUBLIC, PRIVATE ROADS AND PAVEMENTS ETC</p> <p>The contractor will be required to make good at his own expense any damages he may cause to the present approach road surfaces, pavements, paths, storm water channels, fences etc. during the period of the works to the satisfaction of the Local and other competent Authority and the Architect.</p>		Item		
	Total Carried Forward				
S	<p>Total Brought Forward</p> <p>POLICE REGULATIONS AND TRAFFIC ARRANGEMENTS</p> <p>The contractor is to allow for complying with all Government Acts, orders or regulations in connection with employment of labour and other matters related to the execution of the works.</p> <p>The contractor must acquaint himself duly with current acts and regulations, including police regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc..</p> <p>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</p> <p>The Contractor will be required to agree the access route to the site with the Employer and relevant statutory authorities before commencement of the Contract Works and must adhere to this route throughout the course of the Contract, unless agreed otherwise.</p>		Item		

	<p>The Contractor will also be required to observe certain traffic rules and regulations pertaining to the use by his vehicles of the roads adjacent to the site. These rules and regulations should be investigated by him at the commencement of the Contract.</p> <p>T PERFORMANCE BOND/ PERFORMANCE SECURITY</p> <p>The Contractor shall find and submit on the Form of Suerty the name of one surety who shall be an approved financial institution and who will be willing to be bound to the Judiciary of Kenya in an amount equal to Ten per cent (10%) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the Project Manager and who will when and if called upon sign a Bond to that effect without the addition of any limitations. The expiry date of the security should be one month beyond the date of completion of contract.</p> <p>Where the security for the works is a Performace Bond, the expiry date shall be 12 Months for the Date of issuance of Completion Certificate.</p>		Item		
Total Carried Forward					
	<p>Total Brought Forward</p> <p>U INSURANCE FOR THE WORKS</p> <p>The Contractor shall insure as required in Conditions No. 18 of the Conditions of Contract and as per Section IV the Appendix to 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.</p> <p>Thereafter the Project Manager shall from time to time ascertain premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the Architect inspection.</p> <p>Some of the insurances required include but not limited to:</p> <ol style="list-style-type: none"> 1. Insurance for the Works 2. Insurance for Third Party 3. Insurance for Contractor's employees and workmen 4. Insurance against loss or damage of Plant, Machinery and Equipment 5. Provide full insurance for adjacent property. <p>Refer to the Appendix Provide insurance for personal injury or death insurance. The Contractor shall further indemnify the Employer against all claims arising out of the execution of the Contract Works.</p> <p>U AREA TO BE OCCUPIED BY CONTRACTOR</p> <p>The area of the site which may be occupied by the contractor for use as storage and for the purpose of erecting workshops etc. shall be defined on the site by the Architect and the Contractor must confine his activities to the areas so marked and must ensure that his own and his subcontractors workmen do not trespass on the adjoining property.</p>		Item		

	<p>CONTRACTORS MUST THEREFORE TAKE THE SAME INTO CONSIDERATION IN SO FAR AS SECTIONING OF SOME AREAS, TIME AND COST IMPLICATIONS. NO CLAIM SHALL BE MADE IN COMPLIANCE OF THIS REQUIREMENT AND CONTRACTORS MUST ALLOW THE COST IMPLICATION ARISING THEREFROM OR OTHERWISE IT SHALL BE DEEMED TO BE INCLUDED IN THE RATES</p>				
	Total Carried Forward				
V	<p>Total Brought Forward</p> <p>PROGRESS SCHEDULE</p> <p>The Contractor shall furnish to the Architect within 14 days of the possession of site a Time progress Chart for approval and display in the site offices showing the time and order in which he proposes to carry out the works within the total construction time stated in the contract. The chart will show in detail the construction time and order in which each section of the work is to be carried out and be sub-divided into trades and tasks. If the contractor proposes sectional completion of the project he must plan this in detail including access roads, and services and this shall be reflected on the chart</p> <p>At the end of each week the contractor is to mark on the chart in a different colour the actual time taken to complete the respective stages and sections of the work. The contractor shall obtain the Architect's approval on the chart and then shall supply copies to the Architect and Quantity Surveyor</p> <p>If at any time it should appear to the Architect that the actual progress of the works does not conform to the approved programme progress schedule the contractor shall produce at the request of the Architect a revised programme showing the modifications and accelerations to the approved programme necessary to ensure completion of the works within the agreed contract period including a cash flow projection for the revised program.</p> <p>The submission of and approval by the Architect of such revisions and accelerations shall not entitle the Contractor to any extra payment or extension of time and shall not relieve the contractor of any duties or obligations or responsibilities under the contract</p>		Item		
W	<p>OVERTIME</p> <p>The contractor shall be responsible for any extra costs for overtime working he considers will be necessary in order to complete the works within the contract period or the time for completion apart from overtime working which may be authorized by the Architect</p>		Item		
	Total Carried Forward				

	Total Brought Forward			
X	<p>MATERIAL TEST</p> <p>Allow for testing all installations required to be tested and provide everything necessary for this purpose and leave in perfect working order to the satisfaction of the Architect and Local Authority.</p> <p>Allow for all expenses in connection with testing of materials as specified hereunder including the supply and preparation of materials and their packing and conveyance to an approved Materials Testing Laboratory, Laboratory charges, etc. The following tests will be measured according to the number of tests actually called for by the Architect and carried out but unsuccessful tests will not be included in the measurement.</p>	Item		
Y	<p>TYPE OF MATERIAL TESTS</p> <p>Water Test (1 Litre)40No @.....</p> <p>Sand Test (0.1 Cubic Metre)40No @.....</p> <p>Aggregate Test (0.1 Cubic Metre).... 40No @.....</p> <p>Reinforcement Test (1 Linear Metre bar of various diameter from 6mm to 32mm)80No @.....</p> <p>Concrete Test (Each test comprising nine standard cubes)..... 200No @.....</p>			
Z	<p>TEMPORARY WORKS</p> <p>ACCESS TO SITE AND TEMPORARY ROADS</p> <p>Means of access to the site shall be agreed with the Architect prior to commencement of the works and the Contractor must allow for building and maintaining any temporary access roads for the transport of materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges or any other means of gaining access.</p> <p>The Contractor must also allow for keeping the existing Public Highways and Roads clean and for making good all damage to the satisfaction of the Architect and relevant Authorities.</p> <p>Upon the completion the works the Contractor shall remove such temporary roads, temporary culverts bridges etc. and make good and reinstate all works and services disturbed to the satisfaction of the Architect.</p>	Item		
AA	<p>TEMPORARY BUILDINGS</p> <p>The contractor shall provide sheds for storage accommodation for all goods and materials liable to suffer damage from exposure to sunlight or inclement weather.</p> <p>The contractor shall provide offices, mess rooms and all the buildings required by the contractor for his own use and the use of Sub-Contractors.</p> <p>Upon completion all temporary buildings are to be removed and cleared away</p>	Item		
	Total Carried Forward			
AB	<p>Total Brought Forward</p> <p>SANITATION OF THE WORKS</p> <p>The sanitation of the works shall be provided, maintained and removed on completion by the Contractor to the satisfaction of the Architects, health department and local Authorities.</p> <p>The sanitation shall be for the use by Contractors and sub- Contractors workmen etc. without charge.</p> <p>The Latrine/toilet shall be enclosed plastered and painted masonry wall, corrugated sheets roofs, with concrete tiled floors to facilitate washing. Their location shall be agreed with the Architects and the works shall not be commenced before the sanitary accommodation has been approved by the above mentioned authorities.</p>	Item		

	<p>The Contractor shall cover up and protect from damage, including damage from inclement rainy weather, all finished work contained in these Bills of Quantities, and unfixed materials including that of Sub-Contractors liable to damage including provision of casing up, temporary roof, gutters, drains etc. until the completion of the works and removal of the same when no longer required and make good any damage which may nevertheless have been done at completion free of charge to the Employer.</p> <p>In the event of any damages occurring to the works, materials, sewers, drains, gullies, paths or other works on site in temporary possession of the contractor for the purpose of this contract either from weather, want of proper protection, defects, or insufficiency of the works or any other causes or whatsoever during the progress of the works, the contractor shall be responsible and without extra charge, make good all damage and pay all costs which may be levied.</p>				
Total Carried Forward					
	<p>Total Brought Forward</p> <p>AG PREVENTION OF DISTURBANCE AND NUISANCE</p> <p>Tenderers should note that normal activities shall be continuing in the surrounding buildings during the construction period.</p> <p>Minimum disturbance by noise, dust, water or movement of vehicles, materials, labour or plant must be caused to the function of the existing adjacent buildings in the vicinity and the occupants and staff therein. The Contractor shall comply with all instructions issued by the Employer or Architect with regard to minimizing such disturbances including implementing the Environmental management plan proposed in the environmental Impact Assessment Report for the Project.</p> <p>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.</p> <p>The works and such sections of the site necessary shall be under the entire care and control of the contractor during the whole period of the contract and shall take all possible precautions to prevent any nuisance, inconvenience or injury to the holder or occupiers of the existing or surrounding properties and to the public generally, and shall at all times keep all paths and roads affected by the works in a safe and clear state, and shall use proper precautions to ensure the safety of all wheeled traffic and pedestrians.</p> <p>AH CLEANING, REMOVAL OF PLANT AND RUBBISH ETC</p> <p>The Contractor shall upon completion of the works remove and clear away all temporary buildings, scaffolding, plant, rubbish and unused materials, surplus excavated materials and shall leave the whole of the site of the works in a clean and tidy state to the satisfaction of the Architect, including clearing away and making good all traces of dirt.</p> <p>Particular care shall be taken in leaving windows, floors and fittings clean and the removal of all paint and cement stains therefrom.</p> <p>He shall also remove all rubbish and dirt from the site as it accumulates or as directed by the Architect. The Contractor is to find his own dump and shall pay all charges in connection therewith.</p> <p>AJ MATERIALS ARISING FROM EXCAVATIONS</p> <p>Unless the Architect 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 Architect. 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>Item</p> <p>Item</p> <p>Item</p>		

	Total Carried Forward				
AK	<p>Total Brought Forward</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 remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole the buildings watertight, clean, perfect and fit for occupation to the approval of the Architect.</p>		Item		
AL	<p>TRAINING LEVY</p> <p>The Contractor's attention is drawn to legal notice No. 237 of October 1971 which requires payment by the Contractor for a training levy on all contracts. The Contractor is required to familiarize himself with this law and allow in the preliminaries for all costs arising or resulting therefrom.</p>		Item		
AM	<p>BLASTING OPERATIONS</p> <p>Blasting operations will NOT be allowed. All rock to be carefully removed.</p>				
AN	<p>PRIME COST SUMS</p> <p>The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement. Persons or firms nominated by the Architect to execute work or to provide and fix materials or goods as 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. The words "Prime Cost" (or the initials "P.C") appearing in the contract documents shall mean net costs exclusive of any trade, cash or other discount whatsoever but inclusive of the costs of the packing, carriage and delivery. Such costs shall be the same due to the sub-contract or supplier after adjustments where applicable in respect of measurements of rates.</p> <p>Any increase or decrease in the prime costs sums resulting from the adjustments and properly paid by the contractor shall be added or deducted from the contract sum in the final account. In substantiation the contractor will require to produce to the Quantity Surveyor all quotations, invoices and receipted accounts as shall be necessary to show the details of the sums actually paid.</p> <p>Any sum added by the contractor in these Bills of Quantities in respect of profits upon any prime costs will be deducted at the final settlement of accounts and the sum will be added to the amount of which will bear the same proportion to the sum added as the net amount properly expended to the original P.C sum.</p> <p>Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.</p>		Item		
	Total Carried Forward				
AP	<p>Total Brought Forward</p> <p>PROVISIONAL SUMS</p> <p>The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement. Such sums are net and no addition shall be made to them for profit.</p>				

<p>AQ</p>	<p>In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the Architects order added to the Contract Sum. Such work shall be valued as described for Variations in Conditions No. 21 of the Conditions of Contract, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p> <p>APPROVED SUB-CONTRACTORS AND SPECIALISTS</p> <p>Where in these Bills of Quantities work is described to be executed by an approved Sub-Contractor, the firm appointed will be treated as Sub Contractors employed by the Contractor and not as nominated Sub Contractor. The unit prices for such work must therefore include not only the Sub Contractor's charges but also the Contractor's overheads, profits and attendance. Firms not prequalified shall be approved by the Architect in writing before being employed to undertake any portion of the work</p>	<p>Item</p>			
	<p>Total Carried Forward</p>				
<p>AR</p>	<p>Total Brought Forward</p> <p>NOMINATED SUB-CONTRACTORS AND SUPPLIERS</p> <p>When any work is ordered by the Project Manager to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts as described in Condition No. 6 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect.</p> <p>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>The contractor shall accept responsibility for providing the following services for nominated sub-contractors (if any).</p> <p>GENERAL ATTENDANCE: The following services are described as "allow for general attendance"</p> <p>Use for the purpose of the sub-contract works of any scaffolding belonging to or provided by the contractor while it remains so erected upon site, provided that no warranty or other liability on the part of the contractor or of his other sub-contractors shall be created or implied in regard to the fitness, condition or suitability of the said scaffolding</p> <p>Provision of water, lighting, watching and attendance for the purpose of the sub-contract works.</p> <p>Use of sanitary accommodation, mess rooms and welfare facilities.</p>				

AS	<p>Provision of space for erecting of offices or stores or space for storage of plant and materials.</p> <p>The Contractor will be deemed to have allowed for the provision of space for storage of Nominated Sub-Contractors' materials and for the provision of storage facilities on or off site for Nominated Suppliers' materials until required.</p> <p>SPECIAL ATTENDANCE:</p> <p>The following services are stated under a separate item and where described under the following headings shall mean:</p> <p>Taking delivery including the provision of unskilled labour necessary to attend upon the sub-contractors workmen for the purpose of unloading plants and materials when received upon the site and placing in position within the sub-contractor's storage space or store.</p> <p>Hoisting including the provision of unskilled labour and the use of any contractors standing scaffolding and plant for the purpose of assisting the sub-contractors workmen in hoisting the sub-contractors plant and materials to the various levels but not placing in its final position.</p> <p>Providing power including the provision of power during the course of the works and during the period of commissioning and training.</p>	Item			
Total Carried Forward					
AT	<p>Total Brought Forward</p> <p>DIRECT CONTRACTS</p> <p>Notwithstanding the foregoing conditions, the Employer 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 and attendances for the P.C. Sums will be allowed.</p>	Item			
AU	<p>ATTENDANCE UPON OTHER TRADESMEN, ETC</p> <p>The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the Architect and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p>	Item			
AV	<p>VALUE ADDED TAX (V.A.T.) AND OTHER TAXES</p> <p>The Contractor's attention is drawn to V.A.T PUBLIC NOTICE NO. 6 of 5th August, 1993 regarding the Finance Bill 1993 which expanded the V.A.T base to cover construction services amongst other items and any amendments therefrom. The contractor is required to acquaint himself with such notices and for the purposes of their costs, such taxes shall be deemed to be included in the rates and prices which make the final tender. No separate claim will be allowed for this.</p> <p>Please note that allowing a lump sum tax either in preliminaries or in summary page shall not be acceptable.</p> <p>The Contractor is advised that in accordance with government public notice No. 35 & 36 dated 11th September 2003 operational from 1st October 2003, withholding tax will be deducted against the contract sum at the prevailing rate by the employer and remitted directly to commissioner of VAT through all interim certificates. It should however be noted that this is not additional tax but a new mode of payment for income any excess payment will be refundable once the contractor has submitted monthly returns to the commissioner of VAT, who will do refunds once he is satisfied that the VAT regulations have been complied with.</p>				

	<p>Any additional information and assistance concerning the application of the said notice should be directed to the office of the Commissioner of Value Added Tax</p>				
Total Carried Forward					
<p>AW</p>	<p>Total Brought Forward</p> <p>DEVELOPMENT APPROVALS</p> <p>The Contractor shall allow for all necessary county government permits and development approvals with regard to these works ON BEHALF OF THE EMPLOYER. No claim for failure to comply with county</p> <p><i>The tenderer MUST price for this item and should no price be inserted against it, it shall be assumed that the tenderer will provide for this service free of charge and shall nevertheless be required to comply.</i></p>		<p>Item</p>		
	<p>AX</p> <p>ADDITIONAL ITEMS</p> <p>Any additional item (s) which the Tenderer may wish to price separately and which he considers has NOT been included in the foregoing Conditions, Specification and/or Bills of Quantities.</p> <p>Description</p> <p>.....</p> <p>.....</p>		<p>Item</p>		
Total Carried Forward					
	<p>Total Brought Forward</p> <p><u>BILL NO. 2</u></p> <p><u>GENERAL PRELIMINARIES</u></p>				

	Carried Forward to Elemental Summary of Section 1				
	<u>PRELIMINARIES</u>				
	<u>ELEMENTAL SUMMARY OF SECTION 1</u>				
1	PARTICULAR PRELIMINARIES				
2	GENERAL PRELIMINARIES				

	TOTAL FOR PRELIMINARIES CARRIED TO GRAND SUMMARY				

MAIN COURT BUILDING

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>ELEMENT NO. 1- SUBSTRUCTURES</u>				
	(All measured Provisional)				
	Excavation and earthwork				
	<u>Excavations including trimming sides and bottoms of excavations; maintaining and supporting sides; and keeping free from water, mud and fallen material; with and including destruction of termites nests within site of works, take out and destroy queens, impregnate holes and tunnels with insecticide and fill voids with approved material</u>				
A	Excavate to remove top vegetable soil, 300mm thick (average); load and wheel and deposit on site as directed	SM	572.00		
B	Excavate for foundation trenches; commencing from stripped level; not exceeding 1.50m deep	CM	289.00		
C	Extra over all excavations for excavating in rock, irrespective of class	CM	52		
	<u>Planking and strutting</u>				
D	Allow for maintaining and supporting sides of excavation and for keeping the same free from fallen materials	ITEM	1		
	<u>Disposal of water</u>				
E	Allow for keeping the whole excavation free from all water - including spring or running water and mud by pumping bailing or other approved means	ITEM	1.00		
	<u>Disposal</u>				
F	Loading and cart away surplus excavate material from site to contractors approved County Government approved dump site	CM	116.00		
G	Return, fill in and ram selected excavated material ;well watered and compacting in layers maximum 150mm thick	CM	173.00		
To Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>excavations and earthworks continued.....</u>				
	<u>Fillings</u>				
A	300mm thick approved hardcore deposited and compacted in layers maximum 150 mm thick -below ground floor slab	SM	499.00		
B	300mm thick approved hardcore deposited and compacted in layers maximum 150 mm thick -in ramps	SM	30.00		
C	Ditto ;150mm thick -below paving slabs around building	SM	176.00		
D	50mm Thick quarry dust blinding on surfaces of hardcore	SM	705.00		
	Anti-termite treatment				
	<u>Chemical anti-termite treatment as "Bayer premise 200sc" or other equal and approved treatment; including providing a 10 year guarantee; applied as per the manufacturer's printed instructions to:</u>				
E	Surfaces of filling	SM	516.00		
	Damp-proof membrane				
	<u>Polythene sheeting ; 1000 gauge; 150 mm laps; measured net; laid on:</u>				
F	Surfaces of filling	SM	516.00		
	Concrete works				
	<u>Plain concrete class 15/20(mix 1:4:8)as described in :-</u>				
G	50 mm thick blinding laid under strip footing	SM	193.00		
	<u>Vibrated reinforced concrete class 25/20; as described in:-</u>				
H	Strip foundation	CM	39		
I	150mm thick horizontal bed	SM	486.00		
J	Ditto steps	CM	3		
K	Ditto ramps	SM	30.00		
To Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Reinforcement				
	<u>Deformed high yield steel ribbed bars ;BS4466;including cutting, bending, hoisting and fixing including all necessary tying wires, distance blocks, spacers, templates and stools</u>				
A	10mm diameter	KG	758		
B	8mm diameter	KG	457		
	<u>Fabric ;B.S 4483 References A142; mesh 200x200 mm weight 2.22kgs per square meter (measured net -no allowance made for laps) including bends ,tying wire and spacer blocks</u>				
C	To floor bed and ramps	SM	516.00		
	Formwork				
	<u>Sawn formwork to:</u>				
D	Sides of strips footing	SM	111.00		
E	Edges of horizontal bed ;exceeding 75mm but not exceeding 150mm high	LM	130.00		
F	Ditto Risers	LM	62.00		
	Walling				
	<u>Approved local natural, load bearing ;squared ;hand dressed stone walling with a compressive strength of 7.0 N/mm2 (Class A1); bedded and jointed in cement and sand (1:4) mortar, reinforced with 25mm x 20-gauge hoop iron at very alternate course as described all to Structural Engineers approval in:</u>				
G	200mm thick foundation walls	SM	345.00		
To Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	<p>Plaster work</p> <p><u>Cement and sand (1:4) render</u></p> <p>15mm thick to plinths</p>	SM	44		
B	<p>Painting and Decorating</p> <p><u>Prepare and apply three coats black bituminous paint to:</u></p> <p>Rendered surfaces</p>	SM	44		
	To Collection				
	<p><u>COLLECTION</u></p> <p>Total brought forward from page no:</p>		<p>MC/1</p> <p>MC/2</p> <p>MC/3</p> <p>Above</p>		
	To Summary				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>ELEMENT NO. 2 - REINFORCED CONCRETE FRAME (All measured Provisional)</p> <p>Concrete works</p> <p><u>Vibrated reinforced concrete class 25/20; as described to structural Engineers drawings No... ,details and approval in:-</u></p>				
A	<p>Ring beams</p> <p>Reinforcement</p> <p><u>Deformed high yield steel ribbed bars ;BS4466;including cutting, bending, hoisting and fixing including all necessary tying wires, distance blocks, spacers, templates and stools as described to Structural Engineers Drawing No....., details and approval in:</u></p>	CM	33		
B	12mm diameter	KG	1469.00		
C	8mm diameter	KG	940.00		
	<p>Formwork</p> <p><u>Fairfaced finished formwork a marine board or equal to:</u></p>				
D	side and soffits of beams	SM	364.00		
To Summary					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO.1 - EXTERNAL WALLING				
	Natural loadbearing stonework				
	<u>Approved local natural, load bearing ;squared ;hand dressed stone walling with a compressive strength of 7.0 N/mm2 (Class A1); bedded and jointed in cement and sand (1:4) mortar, reinforced with 25mm x 20-gauge hoop iron at very alternate course as described all to Structural Engineers approval in:</u>				
A	200mm thick walling	SM	422		
B	200mm thick gables, walls in roof an parapet walling	SM	560		
	Damp proof course				
	<u>Three- ply bituminous felt damp proof course bedded in cement and sand (1:3) mortar (measured net, no allowance for laps):-</u>				
C	200mm wide	LM	321		
	Precast Concrete Coping				
	<u>Precast concrete units : class 25/20 mm : vibrated : reinforced as necessary for handling : fair face finished on all exposed faces : bedded and pointed in cement mortar (1:3)</u>				
D	275 x 75mm coping : weathered and throated to sides	LM	69		
To Summary					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	<p>ELEMENT NO. 2 - INTERNAL WALLING</p> <p>Natural loadbearing stonework</p> <p><u>Approved local natural, load bearing ;squared ;hand dressed stone walling with a compressive strength of 7.0 N/mm2 (Class A1); bedded and jointed in cement and sand (1:4) mortar, reinforced with 25mm x 20-gauge hoop iron at very alternate course as described all to Structural Engineers approval in:</u></p> <p>200mm thick walling</p>	SM	376		
To Summary					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
ELEMENT NO. 3 - ROOFING (All Provisional)					
Roof structure					
The following Sawn celcured treated timber ;all construced and fixed as per structural engineer drawings no..., Details and Approval					
A	150x50mm in Rafters,	M	554		
B	Ditto King Post	M	121		
C	Ditto Joist	M	967		
D	Ditto Stuts and Ties	M	2,184		
E	75x50mm purlins	M	1,183		
To Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Roof covering				
	<u>IT4 profile prepainted roofing sheets;26 gauge; fixed to timber purlins (measured seperately) at appropriate spacing with galvanised steel bolts, 150mm end laps and one and half side laps ;roofing sheets as per mabati rolling mills ltd or other equal and approved roofing sheets supplier; fixed in strict accordance with manufactures printed instructions</u>				
A	Roof covering not exceeding 45 degrees from horizontal	SM	638		
B	Standard ridge cap ;ditto	LM	47		
	Carpentry				
	<u>Treated wrot cypress: selected; pressure impregnated; 12mm thick tongue and grooved eaves lining secretly nailed at 300 mm centres with galvanised nails including 50 x 50mm brandering at 500mm centres and stainless steel insect mesh; 25 x 12mm treated softwood beading to edges</u>				
D	Horizontal suspended eaves finish	SM	55		
	Joinery				
	<u>Treated wrot cypress (prime grade)</u>				
E	300 x 25 mm fascia or barge board	LM	109		
To Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Painting and Decorating				
	<u>Prepare and apply one coat primer, one undercoat and two coats gloss oil paint on woodwork</u>				
A	General surfaces : eaves boarding	SM	55		
B	Ditto fascia boards or barge boards : over 225 but not exceeding 300 mm girth	LM	109		
	Rain water installations				
	<u>Supply and fix heavy duty UPVC rain water gutter including fittings</u>				
C	150mm diameter gutter	LM	109		
D	Extraover ditto for stopped ends	NO	8		
E	Ditto for nozzle outlets	NO	8		
	<u>Supply and fix complete heavy duty UPVC rain water down pipe including fittings</u>				
F	100mm diameter downpipe	LM	27		
G	Extra over pipe for swan neck bends	NO	8		
H	Extra over ditto for downpipe outlets	NO	8		
I	Ditto for horse shoe projection	NO	8		
To Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>COLLECTION</u>		<u>Page No.</u> MC/8 MC/9 MC/10		
To Summary					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 4 - WINDOWS				
	Mild Steel Casement Windows				
	<u>Supply and fix the following purpose made heavy duty mild steel casement windows with frame, sub-frame, mullion, glazing bars : all necessary pegs, bolts, brass handles, fasteners and stays, heavy duty hinges, hooded mosquito proved permanent vent : 10 x 3mm flat bars to all openable panes to match : fixing lugs cast on and built into wall : one coat red oxide primer before fixing and pointing all round with mastic sealant all round frame, all as per architect's details</u>				
A	Overall size 1200 x 1500mm high- W03	NO	12		
B	Overall size 1800 x 1500mm high- W06	NO	3		
C	Overall size 900 x 600mm high- W02	NO	3		
D	Overall size 600 x 600mm high- W01	NO	1		
E	Overall size 1200 x 600mm high- W04	NO	2		
F	Overall size 1000 x 1000mm high- W05	NO	1		
G	Overall size 900 x 2400mm high- W07	NO	2		
	Mild steel grilles				
	<u>Mild steel grilles fabricated from 16mm diameter mild steel rods spaced at 100mm centers both ways and patterned as per architect's details welded to 25mm x 25 mm mild steel frame ;including priming with red oxide primer before delivery to site and all necessary welding and grinding welds smooth ;preparing and applying three coats automative spray painting ;all to architects approval and detailed drawings</u>				
H	1200 x 300mm high grille window- W12	NO	10		
I	600 x 300mm high grille window- W11	NO	4		
	Window cill				
J	Precast concrete window cill 200mm wide x 75 mm thick (extreme);conrete class 20/20 ;slope ;twice weathered;twice throated,reinforced as necessary for handling ,bedding ,jointing and pointing in cement motor (1:4) all to architects detailed drawing	LM	47		
	Window Board				
K	Wrot cypress window board ;125mm wide x 20mm thick with rounded edge	LM	22		
	Glazing				
	<u>6mm thick clear sheet glass and glazing with putty in metal frames: in panes of various sizes;</u>				
L	Exceeding 0.1 sm but not exceeding 0.5 sm	SM	39		
To Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	<p><u>6mm thick obscure sheet glass and glazing with putty in metal frames: in panes of various sizes;</u></p> <p>Exceeding 0.1 sm but not exceeding 0.5 sm</p> <p>Backings</p> <p><u>Render;cement and sand (1:4) 12mm thick one coat bed ;wood floated;to masonry base</u></p>	SM	2		
B	<p>100mm-200mm wide plaster band around windows</p> <p>Painting and decorating</p> <p><u>Prepare and apply one coat approved aluminium primer on woodwork before fixing:</u></p>	LM	123		
C	<p>Surfaces over 100mm but not exceeding 200mm girth (window board)</p> <p><u>Prepare and apply three coats approved polyurethane clear varnish on timber</u></p>	LM	22		
D	<p>Surfaces over 100mm but not exceeding 200mm girth (window board)</p> <p><u>Prepare and apply three coats approved gloss oil paint to metalwork:</u></p>	LM	22		
E	<p>General surfaces</p> <p><u>Prepare and apply one undercoat and two coats of approved gloss oil paint to metalwork:</u></p>	SM	0		
G	<p>General surfaces</p>	SM	89		
To Collection					
<p style="text-align: center;"><u>COLLECTION</u></p> <p style="text-align: center;">Total brought forward from page no:</p> <p style="text-align: right;"><u>Page No.</u></p> <p style="text-align: right;">MC/12</p> <p style="text-align: right;">Above</p> <p style="text-align: right;">To Summary</p>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 5 - DOORS (All Provisional)				
	Lintel				
	<u>Precast concrete lintel class 20/20(12mm aggregate)</u> <u>including formwork and 4no.10mm diameter reinforcement bars with</u> <u>8mm stirrups at 200mm centers concrete finished fair on all exposed</u> <u>surface hoisting and placing in position ;bedding, jointing and pointing</u> <u>in cement and sand (1:3) mortar</u>				
A	200mm x 200mm lintel	LM	5		
	Joinery				
	<u>Wrot cypress or other equal and approved softwood; prime grade as</u> <u>described in:</u>				
	<u>Door frame</u>				
B	150mm x 50mm ;rebated and moulded to detail	LM	49		
C	Ditto transome	LM	7		
	<u>Architraves</u>				
D	60mm x32mm;moulded to detail	LM	49		
	<u>Quadrants</u>				
E	25mm x 16mm ;moulded to detail	LM	49		
	<u>Wrot mahogany or other equal and approved hardwood; prime grade</u> <u>as described in:</u>				
	<u>Door frame</u>				
F	150mm x 50mm ;rebated and moulded to detail	LM	160		
G	Ditto transome	LM	27		
	<u>Architraves</u>				
H	60mm x32mm;moulded to detail	LM	160		
	<u>Quadrants</u>				
J	25mm x 16mm ;moulded to detail	LM	160		
To Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>Solid timber doors</u>				
	<u>50mm thick solid mahogany timber panel door ; all to architect's details (refer to door schedules)</u>				
A	1800 x 2400mm high overall; comprising double leaf, each leaf 900 x 2100mm; 300mm high fanlight(measured seperately)	No	4		
B	2800 x 2400mm high overall; comprising double leaf, each leaf 900 x 210mm; 600mm fixed side glazed pannels and 300mm high fanlight(measured seperately)	No	0		
C	900 x 2400mm high overall;comprising single leaf 900 x 2100mm; 300mm high fanlight(measured seperately)	No	20		
	<u>Flush doors</u>				
	<u>45mm Thick solid core mahogany veneered flush door; wrot hardwood lipping to all edges (refer to door schedules)</u>				
D	Single leaf door overall size 900mm x 2400mm high; comprising 45mm thick 900 x 2100 mm door leaf; 300mm high fanlight in obscure glass (m.s)	NO	8		
E	Single leaf door overall size 900mm x 2100mm high	NO	0		
	<u>Metal works</u>				
	<u>Mild steel grille door; comprising 50mm x 50mm x 3mm thick RHS frame fish tail grouted into concrete or masonry walling infilled with 20mm diameter steel rods spaced at 100mm centers neatly welded to frame; including priming with red oxide primer before delivery to site and all necessary welding and grinding welds smoothly preparing and applying three coats automotive spray painting and supplying and fixing 3no. brass hinges per door leaf, brass finish to back handle and 5 lever "union" mortise lock; all welding ground to smooth finish and including priming metal surfaces with zinc chromate primer before delivery to site and three coats gloss oil automotive spray paint finish; all to architect's approval and detail drawings (refer to door schedules)</u>				
F	Door overall size 900mm wide x 2400mm high;	NO	6		
G	Ditto overall size 1500mm wide x 2400mm high;	NO	2		
H	900 X 2400MM high louvred door	No	1		
To Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Ironmongery				
	<u>Supply and fix the following "ASSA ABLOY" ironmongery or equal and approved, to be approved by the architects and including for matching screws and all labours there with as specified</u>				
A	2-lever mortice; complete with furniture; satin finish	NO	32		
B	100mm stainless steel (grade 304) ball bearing butt hinges	PAIR	54		
C	150mm satin nickel flush bolt, REF. DB-02-150-SN	NO	32		
D	Stainless steel rubber tipped hat and coat hook, ref : CH-39-SSS	NO	2		
E	Oval satin nickel floor mounted door stop, ref: DS 002 SNP	NO	36		
	Glazing				
	<u>5mm thick obscure sheet glass and glazing with putty in timber frames: in panes including timber beadings</u>				
F	Exceeding 0.1 SM but not exceeding 0.5 SM to fanlights	SM	8		
	Painting and decorating				
	<u>Prepare and apply one coat aluminium hardwood primer to crown paints or other equal and approved</u>				
G	Not exceeding 100mm wide	LM	98		
H	100mm -200mm wide	LM	209		
	<u>Prepare and apply one coat of sanding sealer followed by two coats of 2 pack clear polyurethane varnish to:-</u>				
J	General timber door surfaces	SM	106		
K	Not exceeding 100mm wide	LM	98		
L	100mm-200mm wide	LM	98		
To Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>COLLECTION</p> <p>Total brought forward from page No.</p>		<p>MC/14</p> <p>MC/15</p> <p>MC/16</p>		
To Summary					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>ELEMENT NO. 6 - EXTERNAL WALL FINISHES</p> <p>Insitu finishes</p> <p><u>15mm Thick cement and sand (1:3) render finished smooth with steel trowel to:</u></p>				
A	Masonry and concrete surfaces; externally	SM	1,045		
	<p>Painting and Decorating</p> <p><u>Prepare surfaces and apply three coats first quality acrylic exterior quality paint to;</u></p>				
B	Rendered concrete or masonry surfaces, externally	SM	1,045		
To Summary					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 7 - INTERNAL WALL FINISHES				
	In situ finishes				
	<u>15mm thick cement sand (1:3) plaster; steel trowel finish; to smooth finish</u>				
A	12mm thick overall to masonry and concrete surfaces; internally	SM	1,803		
	<u>12mm thick cement sand (1:4) to receive ceramic wall tiles; to:</u>				
B	Masonry and concrete surfaces	SM	42		
C	Reveals of walls ;not exceeding 100mm gith	SM	4		
	Tile finishing				
	<u>8 mm Thick ceramic wall tiles including all necessary corner strips in aluminium; to regular pattern; bedded on screeded surface (measured separately) with an approved adhesive jointed and flush pointed with grouting to match tile;laid to completion and neatly finished by specialist to:</u>				
D	Screeded wall surfaces	SM	42		
E	Reveals of walls ;not exceeding 100mm gith	LM	4		
	Painting and decorating				
	<u>prepare surfaces and apply skim coat, one under coats and three coats silk vinyl emulsion paint to crown paint or other equal and approved manufacturer</u>				
F	Plastered wall surfaces	SM	1,803		
To Summary					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 8 - FLOOR FINISHES (All Provisional)				
	Screed or Backing				
	<u>Cement and sand (1:3) screed</u>				
A	32mm thick; wood floated; to receive ceramic floor tiles (m.s)	SM	425		
C	40mm thick coloured screed; steel trowelled to smooth finish	LM	45		
	Tile finishing				
	<u>Supply and fix non slip ceramic floor tiles: purpose made; bedded and jointed in cement and sand (1:4) mortar, including pointing with matching coloured grout; tile adhesive; aluminium edge trims and silicon joints and all other materials and laid to completion and neatly installed and finished by specialist to regular pattern incorporating all spacers and expansion joints:</u>				
D	8mm Thick floor tiles in approved patterns	SM	425		
E	100mm high skirting ; rounded junction with wall finish and coved junction with floor	LM	305		
F	150mm high risers	LM	80		
To Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	<p>Pre cast paving slabs</p> <p>600x600x50mm thick slabs laid on and including 50mm (consolidated) bed of sand; jointed and pointed in cement sand 1:3 mortar v-joints.</p> <p style="text-align: right;">To Collection</p> <p style="text-align: center;">COLLECTION</p> <p>Total brought forward from page No.</p>	SM	176		
To Summary					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>ELEMENT NO. 9 - CEILING FINISHES (All Provisional)</p> <p>Plain Sheet Finishings</p> <p><u>9mm thick chipboard plasterboard ceilings screwed to and including 50 x 50mm sawn cypress branderling at 600 x 600mm centres suspended on hangers as per details; taped and filled joints; approval including all cutting and trimming to light fittings, ceiling access panels; fixed to completion and architects approval.</u></p>				
A	<p>Horizontal suspended ceilings</p> <p><u>Extra over ceilings for trap doors; where directed; allow for all vertical trims; to approval</u></p>	SM	482		
B	<p>600 x 600 mm trap door</p>	NO	2		
	<p>Cornices</p>				
C	<p>75mm crown moulded wrot timber cornice</p>	LM	394		
	<p>Painting and Decorating</p> <p><u>Prepare and apply one coat aluminium wood primer on back of timber before fixing</u></p>				
D	<p>Surfaces not exceeding 100mm girth (cornice)</p> <p><u>Prepare surfaces and apply skim coat, one undercoat and two coats first quality matt emulsion paint ;to crown paints or other equal and approved</u></p>	LM	394		
E	<p>Suspended ceilings</p>	SM	482		
F	<p>Surfaces not exceeding 100mm girth (cornice)</p>	LM	394		
To Summary					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 10 - JOINERY FITTINGS (All Provisional)				
	<u>Judge's Podium</u>				
	Walling				
	<u>Hollow concrete block walling laid and jointed in cement and sand (1:3) mortar : reinforced with 25 x 20 gauge hoop iron at every alternate course as described</u>				
A	100 mm thick dwarf walls	SM	16		
	<u>9mm thick first coat cement and sand (1:4) plaster; 3mm thick second coat of cement and lime putty (1:5); steel trowel finish; to</u>				
B	12mm thick overall plaster to masonry surfaces	SM	32		
	<u>prepare surfaces and apply one under coats and three coats matt emulsion paint to crown paint or other equal and approved manufacturer</u>				
C	plastered wall surfaces	SM	32		
	Concrete Works				
	<u>Plain in-situ concrete; class 15/20 using ordinary portland cement in:</u>				
D	Concrete plinth	CM	8		
	<u>Formwork : fairfaced finish as before described to:</u>				
E	Vertical edge of plinth over 75 - 150 mm high	M	14		
	Metal Work				
F	25 x 25 x 3mm SHS mild steel sections as described plugged to masonry surfaces;including welding and three coats oil gloss paint	LM	68		
To Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Joinery				
	<u>In wrot mahogany; well treated and kept clean; rounded edges</u>				
A	600mm wide x 20mm thick desk top	SM	8		
B	150mm wide x 20mm thick fascia	M	14		
C	150 mm wide x 20mm thick coping	M	14		
D	45 x 45mm wide moulded quadrant	M	28		
	<u>Prepare surfaces and apply one under coats and three coats approved 2 pack polyurethane clear varnish on timber or other equal and approved to;</u>				
E	General timber surfaces	SM	8		
F	Surfaces not exceeding 100mm girth	SM	28		
G	Surfaces over 100mm but not exceeding 200mm girth	SM	28		
	<u>Accused Dock</u>				
	Walling				
	<u>Hollow concrete block walling laid and jointed in cement and sand (1:3) mortar : reinforced with 25 x 20 gauge hoop iron at every alternate course as described</u>				
H	100 mm thick dwarf walls	SM	10		
	<u>9mm thick first coat cement and sand (1:4) plaster; 3mm thick second coat of cement and lime putty (1:5); steel trowel finish; to</u>				
I	12mm thick overall plaster to masonry surfaces	SM	20		
	<u>prepare surfaces and apply one under coats and three coats matt emulsion paint to crown paint or other equal and approved manufacturer</u>				
J	plastered wall surfaces	SM	20		
To Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Joinery				
	<u>In wrot mahogany; well treated and kept clean; rounded edges</u>				
	<u>Coping</u>				
A	150 mm wide x 20mm thick coping	M	8		
B	45 x 45mm wide moulded quadrant	M	32		
	<u>Door frame</u>				
C	100mm x 50mm ;rebated and moulded to detail	LM	4		
D	60mm x32mm;moulded to detail	LM	8		
	<u>45mm Thick solid core embossed mahogany veneered flush door; wrot hardwood lipping to all edges</u>				
E	Single leaf door ;45mm thick overall size 1000mm x 1200mm high	NO	1		
	<u>Supply and fix the following "UNION" ironmongery, to be approved by the architects and including for matching screws and all labours there with as specified</u>				
F	150mm satin brass barrel bolt	NO	1		
G	100mm stainless steel butt hinges	Pair	1		
	<u>Prepare surfaces and apply one under coats and three coats approved 2 pack polyurethane clear varnish on timber or other equal and approved to;</u>				
H	General timber surfaces	SM	4		
I	Surfaces not exceeding 100mm girth	SM	40		
J	Surfaces over 100mm but not exceeding 200mm girth	SM	12		
To Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Witness Dock				
	Walling				
	<u>Hollow concrete block walling laid and jointed in cement and sand (1:3) mortar : reinforced with 25 x 20 gauge hoop iron at every alternate course as described</u>				
A	100 mm thick dwarf walls	SM	10		
	<u>9mm thick first coat cement and sand (1:4) plaster; 3mm thick second coat of cement and lime putty (1:5); steel trowel finish; to</u>				
B	12mm thick overall plaster to masonry surfaces	SM	20		
	<u>prepare surfaces and apply one under coats and three coats matt emulsion paint to crown paint or other equal and approved manufacturer</u>				
C	plastered wall surfaces	SM	20		
	Joinery				
	<u>In wrot mahogany; well treated and kept clean; rounded edges</u>				
	<u>Coping</u>				
D	150 mm wide x 20mm thick coping	M	8		
E	45 x 45mm wide moulded quadrant	M	32		
	<u>Door frame</u>				
F	100mm x 50mm ;rebated and moulded to detail	LM	4		
G	60mm x32mm;moulded to detail	LM	8		
	<u>45mm Thick solid core embossed mahogany veneered flush door; wrot hardwood lipping to all edges</u>				
H	Single leaf door ;45mm thick overall size 1000mm x 1200mm high	NO	1		
	To Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>Supply and fix the following "UNION" ironmongery, to be approved by the architects and including for matching screws and all labours there with as specified</u>				
A	150mm satin brass barrel bolt	NO	1		
B	100mm stainless steel butt hinges	Pair	1		
	<u>Prepare surfaces and apply one under coats and three coats approved 2 pack polyurethane clear varnish on timber or other equal and approved to;</u>				
C	General timber surfaces	SM	4		
D	Surfaces not exceeding 100mm girth	SM	40		
E	Surfaces over 100mm but not exceeding 200mm girth	SM	12		
	Cell Benches				
	Walling				
	<u>Solid concrete block walling laid and jointed in cement and sand (1:3) mortar : reinforced with 25 x 20 gauge hoop iron at every alternate course as described</u>				
F	100 mm thick dwarf walls	SM	7		
	<u>9mm thick first coat cement and sand (1:4) plaster; 3mm thick second coat of cement and lime putty (1:5); steel trowel finish; to</u>				
G	12mm thick overall plaster to masonry surfaces	SM	16		
	<u>Prepare surfaces and apply one under coats and three coats matt emulsion paint to crown paint or other equal and approved manufacturer</u>				
H	Plastered wall surfaces	SM	16		
	To Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Concrete Works				
	<u>Reinforced vibrated in-situ concrete; class 20/20 using ordinary portland cement in:</u>				
A	75mm thick in-situ concrete (class 20/20 mm) bench top : including 6 mm diameter mild steel reinforcement bars at 150 mm centres both ways.	SM	21		
	<u>Formwork : fairfaced finish as before described to:</u>				
B	Soffits of worktops	SM	21		
C	Vertical edge of plinth over 75 - 150 mm high	M	35		
	Beds or Backing				
	<u>Cement and sand (1:4) backing</u>				
D	40mm thick to benches ; steel trowelled	SM	21		
E	Ditto but 100mm wide edges to benches	M	35		
	Registry Counters				
	Walling				
	<u>Hollow concrete block walling laid and jointed in cement and sand (1:3) mortar : reinforced with 25 x 20 gauge hoop iron at every alternate course as described</u>				
F	150 mm thick dwarf walls	SM	8		
	<u>9mm thick first coat cement and sand (1:4) plaster; 3mm thick second coat of cement and lime putty (1:5); steel trowel finish; to</u>				
G	12mm thick overall plaster to masonry surfaces	SM	16		
	<u>Prepare surfaces and apply one under coats and three coats matt emulsion paint to crown paint or other equal and approved manufacturer</u>				
H	plastered wall surfaces	SM	16		
To Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Concrete Works				
	<u>Reinforced vibrated in-situ concrete; class 20/20 using ordinary portland cement in:</u>				
A	75mm thick in-situ concrete (class 20/20 mm) countertop : including 6 mm diameter mild steel reinforcement bars at 150 mm centres both ways.	SM	3		
	<u>Formwork : fairfaced finish as before described to:</u>				
B	Soffits of worktops	SM	3		
C	Vertical edge of worktop over 75 - 150 mm high	M	10		
	Beds or Backing				
	<u>Cement and sand (1:4) screed, wood floated finish; to receive granite</u>				
D	20mm thick to worktops ; to receive granite (m.s)	SM	3		
E	Ditto but 100mm wide fascia	M	10		
	Tiles; Slab or Block Finishes				
	<u>Supply and fix non slip ceramic floor tiles: purpose made; bedded and jointed in cement and sand (1:4) mortar, including pointing with matching coloured grout; tile adhesive; aluminium edge trims and silicon joints and all other materials and laid to completion and neatly installed and finished by specialist to regular pattern incorporating all spacers and expansion joints:</u>				
F	8mm thick floor tiles to counter top	SM	3		
G	Ditto but 100mm wide fascia	M	10		
H	Extra over for forming opening for 450 x 340mm wide cash tray (measured seperately)	NO	4		
I	Ditto for 80 mm diameter grommets (measured seperately)	NO	4		
To Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Aluminium framed partitions				
	<u>50 mm thick natural anodized aluminium framed partitions : comprising 75 x 45 x 4mm thick heavy duty aluminium framing; Including all necessary beadings, neoprene gaskets; as per details</u>				
A	Partitions comprising top, sides and bottom framing : infilled with and including 10mm thick laminated clear sheet glazing; panels; beadings and gaskets; clear silicon joints	SM	8		
B	8mm thick clear glass dividers (between cashiers) size 525mm wide x 600mm high one side fixed to vertical aluminium members and bottom side embedded into counter top including fixing and making good all disturbed surfaces	NO	6		
C	One-way patterned film and fixing as per approved suppliers to glass dividers	SM	5		
D	Allow for raking cutting to shape 8mm thick glass dividers	M	12		
<i>To Collection</i>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	COLLECTION				
	Total brought forward from page no.		MC/18		
			MC/19		
			MC/20		
			MC/21		
			MC/22		
			MC/23		
			MC/24		
			MC/25		
	Allow a sum of One hundred Thousand for for Kichennette joinery works				100,000.00
To Summary					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Summary				
1	SUBSTRUCTURES				
2	RC FRAME				
3	EXTERNAL WALLING				
4	INTERNAL WALLING				
5	ROOFING				
6	WINDOWS				
7	DOORS				
8	EXTERNAL WALL FINISHES				
9	INTERNAL WALL FINISHES				
10	FLOOR FINISHES				
11	CEILING FINISHES				
12	JOINERY FITTINGS				
To Grand Summary					

EXTERNAL WORKS

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>DRIVEWAY & PARKING</u>				
	<u>All provisional</u>				
	<u>Site clearance</u>				
A	Clear site of works of grass, shrubs, bush, grub up roots, fill with selected soil and burn debris (heavy site clearance)	SM	250		
	<u>Excavations including maintaining and supporting sides and keeping free from water, mud and fallen material</u>				
B	Excavate oversite average 150mm deep to remove vegetable top soil, wheel and deposit on site as directed	SM	250		
C	Bulk excavation to reduce levels to formation level, load and cart away as directed; grade and compact top surfaces of excavation	CM	125		
	<u>Fill & Compaction</u>				
E	Provide, Roll and compact 200mm thick subgrade in one layer of approved non expansive gravel material of minimum CBR 30 and to 95% modified proctors MDD T180	CM	50		
F	300mm thick compacted hand packed stone base in 2 layers of 150mm thick each, blinded with murrum and compacted to 100% proctor, thickness 300 mm	SM	250		
G	Prepare and apply total persistent herbicide to surface of sub-base	SM	250		
	<u>Quarry dust fill</u>				
H	50mm thick quarry dust filling laid to fall and cross falls	SM	250		
	<u>Cabro Paving Blocks</u>				
I	Heavy duty loading blocks size 210 x 105 x 80mm (minimum strength 49N per square mm) laid on and including 50mm sand bed and compacted by surface vibration	SM	250		
To Collection					1,095,000.00

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>Precast concrete class 25 including all necessary formwork; finished fair on exposed surface including bedding, jointing and painting in cement and sand (1:4) mortar</u></p>				
A	<p>125 x 250mm half battered kerb combined with 125 x 100 mm channel laid on and including concrete class 15 bed and haunching at the back including all necessary formwork and excavation</p>	LM	65		
B	<p>125 x 250mm half battered kerb laid on and including concrete class 15 bed and haunching at the back including all necessary formwork and excavation</p>	LM	50		
C	<p>125 x 100 mm channel : 225 x 100 mm class 15/20 concrete base : 100 x 210 mm class 15/20 concrete haunch : excavation and disposal</p>	LM	50		
	<p>To Collection</p>				
	<p><u>COLLECTION</u></p> <p>Total brought forward from page no:</p>		<p><u>Page No.</u></p> <p>JS/1</p> <p>Above</p>		
	<p>To Summary</p>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>STORM WATER DRAINAGE</u> <u>All provisional</u>				
	Concretework				
	<u>Plain in-situ concrete : class 15/20</u>				
A	300mm thick bed: to 500mm wide invert block drain: including formwork	LM	50		
	Invert block drains				
B	450 x 225 x 300 mm Precast concrete shallow invert block drain with side slabs size 610mm x 225mm x 75mm : laid to falls : with and including all necessary excavation, backfilling and disposal of surplus spoil (to Engineers detail)	LM	50		
	Culverts				
	<u>Excavate trench for drain pipe and channel not exceeding 1.5m deep, part return, fill and ram and remainder cart away</u>				
C	Trench, average 800mm deep for 300 mm Concrete pipe	LM	2		
	<u>Spun concrete cylindrical pipes and fittings to B.S 556, part 2 with spigot and socket joints</u>				
D	300mm diameter pipe	LM	2		
	<u>Plain concrete class 20/20 as described; including formwork and BRC A98 reinforcement:</u>				
E	150mm bed and surround to 600mm pipe	LM	2		
	To Summary				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>FOUL DRAINAGE (All Provisional)</p> <p>Excavation and Earthwork</p> <p><u>Excavate the following trenches, part backfill and compact selected excavated material, remove surplus spoil from site; grade and compact bottom of excavations; planking and strutting for:</u></p>				
A	100 mm diameter pipe, not exceeding 1.5 m deep; 1.0 m (average) deep	LM	20		
B	Extraover all excavations for excavating in rock; irrespective of type or class	CM	5		
	<p>Pipes</p> <p><u>"Key Terrain" or approved equivalent buried waste and soil uPVC drain pipes and fittings to BS 4660 : solvent welded joints</u></p>				
C	100 mm diameter heavy duty (4 mm thick minimum) pipe : laid and jointed in trenches with and including levelled compacted bases (measured separately)	LM	20		
	<p>Damp proof course</p> <p><u>Plain in-situ concrete class 15/25 (1:3:6 mix) using ordinary portland cement as described in:</u></p>				
D	150 mm bed and surround to 100 mm diameter pipe including all necessary formwork	LM	20		
To Collection					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Inspection Chambers				
	<u>20/20 base; 50 mm thick concrete class 15/20 blinding; 300 mm thick (average) concrete benching with 40 mm fall, including forming main and branch channels; 150 mm thick masonry wall; 100mm thick Class 25/20 cover slab; 12 mm thick (1:3) cement and sand render to sides of walls and benching, step irons to BS 1247 built into concrete at 300mm centres; recessed top with mild steel manhole cover frame cove; allow for building in all ends of pipes to manhole walls and making good; all necessary excavation, disposal and formwork; all as per the Engineer's details</u>				
A	Manhole size 600 x 450mm internal dimensions; depth 1.0m average	NO	6		
B	Rectangular cast iron double seal fibre manhole cover and frame: set on and including frame built into concrete	NO	6		
C	Allow for connection to the sewage mains including paying of all requisite charges	Item			
D	Allow for testing the whole of the foul drainage system to the satisfaction of the Engineer	Item			
	To Collection				
	COLLECTION				
	Total brought forward from page No.		EW/4 Above		
To Summary					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
ENTRANCE GATES					
Mild Steel Gates					
A	Fabricate, supply and fix Mild Steel Gate overall size 6000 mm wide x 2400 mm high (extreme height) in two equal opening leaves each comprising of 50 x 50 x 6mm thick SHS outer framing : infilled with 25 x 25 x 2mm thick SHS vertical members at 150mm centres with 25 x 6mm flat bar spikes welded to top; including 25 x 6mm thick decorative pieces welded to vertical members in two rows: supported with heavy duty bushes to 100 x 100 x 2mm thick SHS gate posts, cast into concrete (m.s) : 2 No. heavy duty padlock hasps; 2 No. tower bolts; one coat primer and 2 coats painting with approved gloss paint all as per Architect's detailed drawing	NO	1		
B	Ditto; overall size 1200 mm wide x 2400 mm high	NO	1		
C	Ditto; overall size 4500 mm wide x 2400 mm high	NO	1		
D	Ditto; overall size 2400 mm wide x 2400 mm high	NO	1		
To Summary					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Summary				
1	Driveway & Parking				
2	Storm Water Drainage				
3	Foul Drainage				
4	Entrance Gates				
To Grand Summary					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>SECTION 1 : SEPTIC TANK, CAPACITY -12,000 LITRES (ALL PROVISIONAL)</p> <p><u>(THE ENTIRE BILL IS PROVISIONAL) The quantities and nature of work indicated in this bill are all provisional. The actual work done shall be ascertained by the quantity surveyor in consultation with the architect/engineer, valued and adjustments made in accordance with the contract.</u></p> <p><u>Pricing Notes:</u></p> <p>(i). This element includes all works up to and including ground floor slab.</p> <p>(ii) Excavations are measured net: no working space is allowed: tenderer shall allow for all working space within the rates</p> <p>(ii) Rock level and types shall be agreed with consultants prior to commencement of respective excavations</p>				
A	<p>Clear the site of all bushes, shrubs, undergrowth; grub up all trees and burn the arisings.</p> <p><u>Excavation / Earth works</u></p>	Sm	12		
B	<p>Bulk excavation; manual depth not exceeding 1.5m deep; commencing from existing ground level ; load and cart away excavated material from site to local authority dumping site.</p>	Cm	18		
C	<p>Ditto for inspection chambers.</p>	Cm	1		
D	<p>Ditto for septic tank 1.5-3.0m.</p>	Cm	8		
E	<p>Extra over excavations for excavating in hard rock irrespective of class.</p> <p><u>Disposal of excavated material</u></p>	Cm	8		
G	<p>Remove surplus excavated material from site & dispose at designated County Authority Dump Sites</p>	Cm	27		
	Total Carried to Collection				

STANDARD DONOR FUNDED COURTS

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	<u>Plain concrete (1:3:6) as described in :-</u> 50mm thick blinding under base slab.	Sm	12		
B	Ditto to inspection chambers.	Sm	1		
C	Ditto in benching average 200mm high, in manhole overall size 750 x 750mm, including forming 150mm diametre half round main channel.	No	2		
	<u>Insitu Concrete Class 20/20 mm to BS 8110: Vibrated: Reinforced with an approved bonding agent as described, in:-</u>				
D	150mm thick base slab.	Sm	12		
E	100mm thick base slab to inspection chambers.	Sm	1		
F	150mm thick suspended slab	Sm	11		
	<u>Insitu Concrete Class 20/20 mm to BS 8110: Vibrated: Reinforced with an approved bonding agent as described, in:-</u>				
G	100mm thick scum baffle wall	Sm	2		
H	Ditto to partition wall	Sm	3		
	Total Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>Mesh Fabric reinforcement</u> <u>Mesh Fabric Reinforcement Reference A142 to BS 4483 :</u> <u>Weighing 2.22 kg Per Square Metre: 300 mm Laps to:</u>				
A	100mm thick base slab in inspection chambers.	Sm	1		
	<u>Mesh Fabric Reinforcement Reference A98 to BS 4483 :</u> <u>Weighing 2.22 kg Per Square Metre: 300 mm Laps to:</u>				
B	100mm thick partition wall	Sm	3		
	<u>Reinforcement</u> <u>Reinforcement in different sizes. High yield square twisted bars or ribbed reinforcement to KS573:2014 Kenya standard specification for cold worked high yield steel bars for reinforcement of concrete bars for reinforcement (or other equal and approved) with and including tying wire, distance blocks and ordinary spacers, all necessary cutting, bending and laying. The rate shall be deemed to include the binding wire and the spacer block all as per Structural engineers drawings No..... and BBS sheets</u>				
C	10mm bars	Kg	353		
C	8mm bars	Kg	52		
	<u>Fairfaced formwork as described to :-</u>				
A	Sides of baffle wall.	Sm	4		
B	Sides of partition wall.	Sm	6		
C	Soffits of suspended slabs.	Sm	11		
D	Edges of base slab over 75mm but not exceeding 150mm high.	Lm	15		
E	Ditto to inspection chambers.	Lm	5		
F	Ditto to suspended slab.	Lm	12		
G	Boxing to form 600x450mm opening in 150mm slab.	Lm	10		
	Total Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>Masonry Wall</u>				
	<u>Selected load bearing approved quality natural/quarry masonry stone (7.0N/mm²) : dressed : including double dressing to corner blocks: in cement and sand (1:3) mortar : 20 gauge x 25mm wide hoop iron reinforcement and column-wall ties in every alternate course: to</u>				
D	200mm thick septic tank walls.	Sm	33		
E	200mm thick inspection chambers walls.	Sm	5		
	<u>Waterproofed cement and sand plaster (1:3) as described to:-</u>				
J	12mm thick plaster finish to wall surfaces	Sm	48		
K	Ditto to concrete cover slab and plinths	Sm	13		
	<u>Heavy Duty Grade A manhole cover</u>				
	<u>Heavy duty PVC manhole cover size 450x600mm complete with frame including bedding frame in cement and sand (1:4) mortar and cover in grease</u>				
N	Cover size 600x450mm including framing	No	4		
O	Allow for testing and connection of the whole septic tank	Item	1		
	Total Carried to Collection				

STANDARD DONOR FUNDED COURTS

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>Collection</p> <p>Brought forward from Page 1</p> <p>Brought forward from Page 2</p> <p>Brought forward from Page 3</p> <p>Brought forward from Page 4</p>				
	<p>TOTAL FOR SECTION NO. 1: SEPTIC TANK CARRIED TO GRAND SUMMARY</p>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>SECTION 2 : SOAK PIT AND FRENCH DRAIN (ALL PROVISIONAL)</p> <p><u>(THE ENTIRE BILL IS PROVISIONAL) The quantities and nature of work indicated in this bill are all provisional. The actual work done shall be ascertained by the quantity surveyor in consultation with the architect/engineer, valued and adjustments made in accordance with the contract.</u></p> <p><u>Pricing Notes:</u></p> <p>(i). This element includes all works up to and including ground floor slab.</p> <p>(ii) Excavations are measured net: no working space is allowed: tenderer shall allow for all working space within the rates</p> <p>(ii) Rock level and types shall be agreed with consultants prior to commencement of respective excavations</p>				
A	Clear the site of all bushes, shrubs, undergrowth; grub up all trees and burn the arisings.	Sm	0		
	<u>Excavation / Earth works</u>				
B	Bulk excavation; manual depth not exceeding 1.5m deep; commencing from existing ground level ; load and cart away excavated material from site to local authority dumping site.	Cm	15		
C	Ditto 1.5-3.0m.	Cm	1		
D	Extra over excavations for excavating in hard rock irrespective of class.	Cm	1		
	<u>Disposal of excavated material</u>				
F	Remove surplus excavated material from site & dispose at designated Sites	Cm	11		
G	Supply imported well compacted murrum filling	Cm	1		
H	Lightly compacted approved filling	Cm	4		
	Total Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>Fillings</u>				
A	Hand packed approved quality hardcore: packed, watered and compacted in 150mm thick layers: to approval	Cm	9		
	<u>Plain concrete (1:3:6) as described in :-</u>				
B	50mm thick blinding under foundation.	Sm	1		
	<u>In situ Concrete Class 25/20 mm CEM 42.5 to BS 8110: Vibrated: Reinforced with an approved bonding agent as described, in:-</u>				
C	Strip footing	Cm	1		
D	150mm thick suspended slab.	Sm	2		
	<u>Reinforcement</u>				
	<u>Reinforcement in different sizes. High yield square twisted bars or ribbed reinforcement to KS573:2014 Kenya standard specification for cold worked high yield steel bars for reinforcement of concrete bars for reinforcement (or other equal and approved) with and including tying wire, distance blocks and ordinary spacers, all necessary cutting, bending and laying. The rate shall be deemed to include the binding wire and the spacer block all as per Structural engineers drawings No..... and BBS sheets</u>				
E	12mm bars	Kg	30		
	<u>Damp proofing</u>				
F	1000mm gauge polythene damp proof membrane with 150mm(Min) end and side laps.	Sm	5		
	Total Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>Fairfaced formwork as described to :-</u>				
A	Vertical sides of foundation footing.	Sm	1		
B	Soffits of suspended slabs.	Sm	2		
C	Edges of suspended slab over 75mm but not exceeding 150mm high.	Lm	6		
D	Boxing to form 600x450mm opening in 150mm slab.	LM	3		
	<u>Masonry Wall</u>				
	<u>Selected load bearing approved quality natural/quarry masonry stone (7.0N/mm²) : dressed : including double dressing to corner blocks: in cement and sand (1:3) mortar : 20 gauge x 25mm wide hoop iron reinforcement and column-wall ties in every alternate course: to</u>				
E	200mm thick walls.	Sm	2		
	<u>Waterproofed cement and sand render (1:3) as described to:-</u>				
F	10mm thick plaster finish to wall surfaces	Sm	2		
	<u>Heavy Duty Grade A manhole cover</u>				
	<u>Heavy duty fibre manhole cover size 450x600mm complete with frame including bedding frame in cement and sand (1:4) mortar and cover in grease</u>				
G	Cover size 600x450mm including framing	No	1		
	<u>French Drain Pipe</u>				
F	150mm heavy duty PVC perforated french drain pipe to approval	Lm	5		
	Total Carried to Collection				

STANDARD DONOR FUNDED COURTS

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>Collection</p> <p>Brought forward from Page 6</p> <p>Brought forward from Page 7</p> <p>Brought forward from Page 8</p>				
	<p>TOTAL FOR SECTION NO. 2: SOAK PIT CARRIED TO GRAND SUMMARY</p>				

MECHANICAL INSTALLATIONS

BILL No. 1:- SANITARY FITTINGS AND ACCESSORIES					
ITEM No.	DESCRIPTION	UNIT	QTY.	RATE (KShs Cts)	AMOUNT (KShs Cts)
<p>Supply, deliver to site and neatly install the following sanitary fittings including all the necessary fittings and jointing. Tenderers to note that ANY ALTERNATIVE will ONLY be considered if they MATCH or exceed the specified items in terms of TECHNICAL capabilities and MUST be accompanied with PRODUCT CATALOGUES</p>					
1.01	Sanitary Fittings				
a	Close Coupled water closet suite in vitreous China comprising WC pan, horizontal outlet, cistern and dual flush(4.5, 2.6 ltrs) push button, heavy duty seat and cover in white colour, stainless steel hinges, WC connector, flexible connector and angle valve 1/2", fixing screws and mastic. Model to be Frecnia WC-100 or equal and approved equivalent	No.	3		
b	Ceramic Washdown WC Squatting pan in vitreous china complete with wall hung ceramic cistern with dual flush push button and all other necessary fittings and accessories for proper functioning of the installation, all to the Approval of the Engineer.	No.	2		
1.02	Wash Hand Basin Pedestal wash hand basin size 550 x 450mm with one tap hole, White, 32mm diameter chrome plated chain waste, chain stay hole, complete with heavy duty plastic bottle trap (32mm 'P' trap) with 75mm seal, extension basin tap connectors. Model to be Frecnia or equal and approved	No.	4		
1.03	Tapware Chrome plated WHB non-corrosive time delay push taps with flexible connector and angle valve 1/2" for cold water. Model to be DOCOL, or approved equivalent	No.	4		
1.04	Arabian Shower/ Bidet Spray Chrome plated wall mounted arabian shower with the following features: Heavy duty chrome plated flexible hose, spray rose with press level operation, chrome plated mounting bracket for the spray rose	No	3		
1.05	Robe hook Chrome plated Hansgrohe Logis Universal: Double Robe Hook C.P.	No.	3		
1.06	Toilet Roll Holder Dali toilet roll holder CP Ref BE70 with cover made of stainless steel and suitable fixing for securing to solid wall	No.	5		
1.07	Mirrors				
a	6mm thick bevel edged polished plate glass, silver backed mirror with bevelled edges, size 650x550mm plugged and screwed to wall with 4No.Chrome plated chrome capped screws and 5mm thick foam back rest.	No	3		
b	6mm thick polished plate glass, silver backed full size mirror with bevelled edges, size 1800x600mm plugged and screwed to wall with 6No.Chrome plated chrome capped screws and 5mm thick foam back rest. - In Chambers	No	2		
1.08	Paper Towel Dispenser Mediclinics Wall-mounted paper towel dispenser satin finish. The dispenser shall include a casing having a narrow dispensing slot in the bottom surface. The dispenser should have a proper mechanism to prevent excessive quantities of tissue.	No	3		
Total Carried Forward					
BILL No. 1:- SANITARY FITTINGS AND ACCESSORIES					
ITEM No.	DESCRIPTION	UNIT	QTY.	RATE (KShs Cts)	AMOUNT (KShs Cts)

	Total Brought Forward				
	Soap Dispenser				
1.09	Wall mounted soap dispenser with a capacity of about one litre having a press action soap release mechanism complete with fixing screws. Allow for initial soap supply. As Tapis. Mediclinics or approved equivalent.	No	3		
	Kitchen Sink				
1.10	Single bowl, single drain stainless steel kitchen sink of size 900 x 500mm with chrome plated 40mm waste fittings, plugs, chain stays, overflow, flexible connector and angle valve 1/2", 1No. 15mm diameter chrome plated sink mixer , heavy duty PVC plated bottle trap with 75mm deep seal and chain waste fitting.	No	1		

Total Carried to Summary Page					
BILL No. 2:- INTERNAL COLD WATER SUPPLY SYSTEM AND WATER RETICULATION					
ITEM No.	DESCRIPTION	UNIT	QTY.	RATE (KShs Cts)	AMOUNT (KShs Cts)
	Supply, deliver to site and install cold water in polypropylene PP-R pipes and fittings to relevant B.S DIN and local standards. Jointing & installation methods shall be as per manufacturers' recommendations only. All pipe diameters are external diameters. Tenderers must allow in their prices for all couplings, connectors, holding brackets expansion joints as required in the running lengths of pipes.				
2.01	Plumbing Pipes				
	a) 50mm diameter PP-R pipe as mains water distribution.	Lm	80		
	b) 40mm ditto.	Lm	100		
	c) 32mm ditto	Lm	120		
	d) 25mm ditto	Lm	150		
2.02	Elbow and Bends				
	a) 50mm diameter PP-R elbow/bend	No.	4		
	b) 40mm ditto	No.	6		
	c) 32mm ditto	No.	20		
	d) 25mm ditto	No.	35		
2.03	Tees				
	a) 50mm diameter PP-R equal tee	No.	4		
	b) 40mm ditto	No.	6		
	c) 32mm ditto	No.	10		
	d) 25mm ditto	No.	15		
2.04	Reducers				
	a) 50x40mm reducer	No.	2		
	b) 50x32mm ditto	No.	2		
	c) 40x32mm ditto	No.	6		
	d) 32x25mm ditto	No.	10		
2.05	Sockets/ Unions				
	a) 50mm diameter socket	No.	15		
	b) 40mm ditto	No.	25		
	c) 32mm ditto	No.	30		
	d) 25mm ditto	No.	40		

2.06	Female/ Male Threaded joints a) 50mm diameter PP-R threaded joint b) 40mm ditto c) 32mm ditto d) 25mm ditto	No. No. No. No.	15 25 30 30		
2.07	Gate Valves (Pegler) a) 50mm diameter gate valve; from elevated water tank and as distribution isolation. b) 40mm diameter gate valve as distribution isolation c) 32mm ditto. d) 25mm ditto.	No. No. No. No.	2 2 4 8		
2.08	Water Storage Tanks Supply, deliver to site, install, test and commission PVC Cylindrical Water Storage Tank of Capacity 10,000 Litres as "Toptank" or approved complete with 50mm diameter high pressure "Pegler" ball valve, 40mm diameter inlet, 40mm diameter outlet and a 65mm diameter overflow complete with mosquito gauze.- Tanks to be on a concrete water tower as per Structural Engineer's details.	No	2		
Total Carried Forward					
BILL No. 2:- INTERNAL COLD WATER SUPPLY SYSTEM AND WATER RETICULATION					
ITEM No.	DESCRIPTION	UNIT	QTY.	RATE (KShs Cts)	AMOUNT (KShs Cts)
	Total Brought Forward				
2.09	Water Tank Tower and Platform Allow for construction of 6m high concrete water tower capable to support 10m3 of water with concrete support base, roof cover, steel ladder as per the Structural Engineer's details	No	1		
2.10	Water Booster pumpset Supply, installation, testing and commissioning set of automatically driven booster pump, with automatic changeover capable of delivering 5m3/hr against a head of 10 meters with single phase power source. It includes gate valves and non return valve. Pump to contain control panel. The pump to be dayliff or approved equivalent and to be enclosed in a lockable steel cage with G.I steel mounting frame complete with rubber anti-vibration mountings.	No.	1		
	EXTERNAL WATER RETICULATION Supply, deliver to site and install external water services reticulation system in polyethylene P.E pipes (PN 25) and fittings to relevant B.S, DIN and local standards. Jointing & installation methods shall be as per manufacturers' recommendations only. All pipe diameters are internal diameters. Tenderers must allow in their prices for all couplings, connectors, holding brackets expansion joints as required in the running lengths of pipes.				
2.11	Pipes a) 40mm diameter from Local Authority water mains to the Site Main Water Storage Tank.	Lm	100		
2.12	Gate Valves (Pegler) a) 40mm diameter approved pattern brass rising stem full-way gate valve with wheel or equal and approved.; as main distribution isolation to the main water tank from local authority mains	No	2		
2.13	Allow sum for all assorted accessories required for the installation of pipelines including but not limited to pipe fittings etc.	Item	1		
	Associated Civil Works				

2.14	Excavate trench approx. 400mm wide and with an average depth of 600mm for water distribution. Back fill and ram and remainder cart away. (Final ground finish is to Architect's specification.)	Lm	100		
<u>Municipal Water Connection</u>					
2.15	Allow for municipal water connection. Rate to include facilitation fee, liaison, application, payment to the relevant authorities and supply and connection of water complete with commercial water meter and manhole chamber with cover.	Item	1		
Gutters connection to water tanks					
2.16	Allow for a sum for connection of the gutters to the water tanks for water harvesting including all necessary fittings and accessories.	Item	1		
Testing and Commissioning					

2.17	Allow for setting to work, testing and commissioning of the whole water reticulation system including sterilisation and flushing out of the system to the satisfaction of the Engineer.	Item	1		
Total Carried to Summary Page					
BILL No. 3:- INTERNAL DRAINAGE SYSTEM					
ITEM No.	DESCRIPTION	UNIT	QTY.	RATE (KShs Cts)	AMOUNT (KShs Cts)
	Supply, install, test and commission the installation in uPVC grey/ golden brown pipework and fittings. Tenderers must allow in their prices for all couplings,connectors,adapters,socket reducers,holding brackets expansion joints as required in the running lengths of pipes. The manufacturer's pipe jointing recommendations shall be fully complied with.				
3.01	Soil & Waste drainage a) 110mm heavy duty golden brown pipe horizontal drainage through manhole. b) 110mm diameter uPVC heavy duty grey pipe heavy duty. c) 50mm ditto d) 40mm ditto e) 32mm ditto	Lm Lm Lm Lm Lm	150 40 30 18 12		
3.02	Bends/Elbows a) 110mm diameter UPVC bend b) 50mm ditto c) 40mm ditto d) 32mm ditto.	No. No. No. No.	12 20 10 10		
3.03	Inspection Plugs/Access caps a) 110mm diameter inspection plugs b) 50mm ditto c) 40mm ditto	No. No. No.	4 8 8		
3.04	Sockets a) 110mm diameter socket b) 50mm ditto c) 40mm ditto d) 32mm ditto	No No. No. No.	15 10 6 6		
3.05	Connectors a) 100x50mm b) 100x40mm c) 100mm diameter WC connector with rubber seal	No. No. No.	4 2 3		
3.06	Tees a) 110mm diameter tee b) 50mm ditto c) 40mm ditto d) 32mm ditto	No. No. No. No.	4 10 6 20		
3.07	Vent Cows a)100mm diameter vent cowl	No.	2		
3.08	Proprietary Four-way 100 x 50mm floor traps complete with grating cover.	No.	4		
3.09	100mm diameter gully trap complete with standard 300 x 300 x 450 masonry chamber and cover.	No.	5		

	Total Carried Forward				
BILL No. 3:- INTERNAL DRAINAGE SYSTEM					
ITEM No.	DESCRIPTION	UNIT	QTY.	RATE (KShs Cts)	AMOUNT (KShs Cts)
	Total Brought Forward				
	Inspection Chambers				
3.10	Rectangular manhole consisting of 150 mm thick in-situ concrete class 20/20 base; 50 mm thick concrete class 15/20 blinding; 300 mm thick (average) concrete benching with 40 mm fall, including forming main and branch channels; 150 mm thick masonry wall; 100mm thick Class 25/20 cover slab; 12 mm thick (1:3) cement and sand render to sides of walls and benching, step irons to BS 1247 built into concrete at 300mm centres; recessed top with mild steel manhole cover frame cove; allow for building in all ends of pipes to manhole walls and making good; all necessary excavation, disposal and formwork; all as per the Civil Engineer's details				
a	Manhole size 600x 450mm internal dimensions; depth 900mm average.	No.	15		
b	Grade B medium duty single triangular cast iron double seal manhole cover and frame: set on and including 50 x 50 x 4mm galvanized mild steel angle frame fixed with and including 25 x 25 x 3mm angle section lugs 100mm long with one end welded to frame and the other end fish tailed and set in concrete	No	15		
	Testing & Commissioning				
3.11	Allow for testing and commissioning of the internal drainage system to the satisfaction of the Project Manager/ Engineer	Item	1		
	Municipal Sewer Connection				
3.12	Allow for municipal sewer connection. Rate to include facilitation fee, liaison, application, payment to the relevant authorities and supply and connection to sewer.	Item	1		

Total Carried to Summary Page					
BILL NO 4: PORTABLE FIRE EXTINGUISHERS					
ITEM No.	DESCRIPTION	UNIT	QTY.	RATE (KShs Cts)	AMOUNT (KShs Cts)
	Supply, install, test and commission the following equipment and fittings as described				
	Portable Fire Extinguishers				
4.01	5 Kg carbon dioxide gas fire extinguisher complete with initial charge and mounting brackets.	No.	2		
4.02	9 Litre dry chemical powder fire extinguishers complete with pressure gauge, initial charge and mounting brackets.	No.	4		
4.03	9 Litre water fire extinguishers complete with pressure gauge, initial charge and mounting brackets.	No.	4		
4.04	6kg Automatic fire Extinguisher as sprinkler 68C complete with all brackets, hangers and fixings.	No.	2		
4.05	1.8m x 1.8m Fire blanket made from woven fire resistant material as supplied from G4S or similar to approval	No.	1		
Total Carried forward to Summary Page					
SUMMARY PAGE					
ITEM	DESCRIPTION				AMOUNT KShs Cts
1.00	BILL NO 1 - SANITARY FITTINGS AND ACCESSORIES				

2.00	BILL NO 2 - INTERNAL COLD WATER SUPPLY SYSTEM AND WATER RETICULATION	
3.00	BILL NO 3 - INTERNAL DRAINAGE SYSTEM	
4.00	BILL NO 4 - PORTABLE FIRE EXTINGUISHERS	
TOTAL FOR MECHANICAL WORKS INCLUSIVE OF VAT C/F TO MAIN WORKS SUMMARY PAGE		

ELECTRICAL INSTALLATIONS

PROPOSED CONSUTRUCION OF DONOR FUNDED MAGISTRATE COURTS ELECTRICAL BOQ					
ITEM	DESCRIPTION	UNITS	QTY	RATE	AMOUNT
A	<u>LIGHTING POINTS</u>				
A1.01	Lighting points wired in 3x 1.5 mm ² SC CU cables drawn in 20mm diameter concealed HG P.V.C conduits for one way switching.	No.	30		
A1.02	Lighting points wired in 3x 1.5 mm ² SC CU cables drawn in 20mm diameter concealed HG P.V.C conduits for way switching.	No.	56		
A1.04	Fire exit signage point wired in 3x 1.5 mm ² SC fire tuff CU cables drawn in 20mm diameter concealed HG P.V.C conduits	No.	2		
A1.05	10Amps architrave switch plate as Panasonic Simplus or approved equivalent as for a) One gang one way b) One gang two way c) Two gang two way	No. No. No.	15 10 4		
B2	<u>LIGHTING FITTINGS</u>				
B2.01	Slim versatile mount 2ftX2ft 2 LED with louverv casing/ LED panel, surfacemount luminaire, IP44 DSE requirement of EN12464 (type S) 32 watts as Panasonic or equivalent. For chamber and offices	No.	30		
B2.02	Large decorative pendant with metal housing on single wire suspension for 57W TC-TEL lamp c/w Opal glass reflector and pre installed 2.5metre (3x1.5mm sqr flame retarndarnt halogen cable(Luminaire type B) as As Thorn Glacier II or approved equivalent for court light	No.	20		
B2.03	Slim circular 18w LED down lighters ceiling mounted IP44 in white polycarbonate finish opal diffuser(luminaire type C) as thorn omega circular or equivalent	No.	12		
B2.04	Bathroom ceiling light polycarbonate , IP65 rated surface luminaire with opal diffuser and white body c/w E 27 40W 2D lamp (luminaire type S) or approved equivalent	No.	3		
B2.05	Waterproof mirror light as EGLO 87016 chrome finish as Thorn SONPAK, IP65 (luminaire Type M) or approved. equivalent.	No.	3		
B2.06	Maintained 8W fluoescent double sided exit sign of aluminium construction with polycarbonate diffuser as Simkar DLR2RW Double sided Exit Sign EFX3/ICEL C/W CAT EFXT 6b with inbuilt rechargeable battery as Euro Legend or approved equivalent.	No.	2		
B2.07	Surfacer mount 4ftX2 LED panel with louverv casing, surfacemount luminaire, IP44 DSE requirement of EN12464 (type S) 32 watts as thorn omega pro or equivalent. For courts	No.	10		
B2.08	Wall mounted Floodlight 100w led lamps (no ballast) energy saving type t8 – t12 series. Type as Neelux or approved equivalent	No.	4		
B2.09	Supply, install integrated solar street lighting complete galvanized pole of 8m height tto match existing. Waterproof Ip67 and High Power 275 Watts with solar panels and able to allow at least 24hrs lighting with auto switching capabilty as ALLTOP 0937B300-01 OR approved equivalent	No.	5		
B2.10	Ornamental Outdoor lighting for main Gate asColour: Black Base Type: E27 Voltage: AC 220 - 240V Dimensions: Height 400mm x Width 225mm Material: Diecast Aluminium & Clear Glass IP Rating: IP65. Philips or approved equivalent	No.	2		
	Sub-total for Ground Floor Lighting fittings and Accessories c/f to Price Collection Page				

ITEM	DESCRIPTION	UNITS	QTY	RATE	AMOUNT
C2	POWER SYSTEM				
ITEM	DESCRIPTION	UNITS	QTY	RATE	AMOUNT
C2.01	200x50mm powder coated two compartment metal trunking complete with bends ,and all connection accessories for linking horizontal trunking (<i>Actual length to be measured on site</i>) .	LM	80		
C2.02	Power points wired in 3x2.5 mm ² SC CU cables from dsitribution board for twin ring socket outlet points drawn in 20mm diameter concealed HG P.V.C conduits	No.	14		
C2.03	Power points wired in 3x2.5 mm ² SC CU cables from dsitribution board for twin ring socket outlet points for power on the metal trunking above	No.	36		
C2.04	Provide knockoff points for twin ring socket outlet points for power on the metal trunking above	No.	36		
C2.05	13A twin piloted enamel white moulded type socket outlet faceplate as MK / ZENcelo WITH ON INDICATOR SILVER BRONZE with Usb port mounted on the metal trunking or approved equivalent	No.	50		
C2.06	Power points wired in 3x2.5 mm ² SC CU cables distribution board for twin ring socket outlet points for power on the floor power and data boxes.	No.	4		
C2.07	Fire alarm panel Power points wired in 3x2.5 mm ² SC fire resistant CU cables for piloted DP power outlets drawn in 25mm Ø HG PVC conduit	No.	1		
C2.08	Fire exit signage point wired in 3x 1.5 mm ² SC fire tuff CU cables drawn in 20mm diameter concealed HG P.V.C conduits	No.	3		
C2.09	Handdrier Power points wired in 3x4.0mm ² SC CU cables for piloted DP power outlets drawn in 25mm Ø HG PVC conduit	No.	9		
C2.10	Under sink water heater, AC and Sweep fan Power, points wired in 3x4.0mm ² SC CU cables for piloted DP power outlets drawn in 25mm Ø HG PVC conduit	No.	4		
C2.11	45A Cooker control unit c/w single socket outlet as MEM or approved equivalent	No.	1		
C2.12	8 way TP&N, flush mounted distribution board complete with integral 160A isolator as Schindler Electric or approved equivalent complete with all accessories but excluding MCBs. As MCB's for item above IC60N 1P	No.	2		
	i) 6A SP MCB	No.	4		
	(ii) 10A SP MCB	No.	6		
	(iii) 20A SP MCB	No.	4		
	(iv)32A SP MCB	No.	2		
C2.11	10mm ² PVC/PVC 4-core cables as submain from the nearest duct to the distribution board below i.e DB 1 to DB 2 . (<i>Approx. total length to be confirmed on site</i>)	Lm	50		

ITEM	DESCRIPTION	UNITS	QTY	RATE	AMOUNT
	Sub-total for Ground Floor Power System (Carried to collection page)				-
ITEM	DESCRIPTION	UNITS	QTY	RATE	AMOUNT
4	AUTOMATIC FIRE DETECTION SYSTEM & ALARM SYSTEM				

STANDARD DONOR FUNDED COURTS

ITEM	DESCRIPTION	UNITS	QTY	RATE	AMOUNT
A4.01	230VAC 1 loop control fully addressable fire alarm control panel unit with a minimum of 50 addresses per loop c/w a minimum rated 2x27Ah stand by battery . The panel to meet IP30 ingress protection and meet the following standards; EN54 pt2,pt4, pt13 and EN 50130-4. The panel must have RS485 and RS 232 output ports as well as Menvier D60001 or approved equivalent.	No.	1		
A4.02	Intelligent addressable optical smoke sensor as Menvier Cat MAP820 or approved equivalent with all necessary construction materials.	No.	18		
A4.03	Installation of addressable photoelectric smoke detector, cabled in enhanced fire resistant cable (120 min) with a cross section of 2 x 1.5mm ² to Fire Detection Panel, drawn in PVC heavy duty type conduit DN20mm.	No	30		
A4.05	Intelligent addressable wall sounder beacon c/w base as Menvier CatMASB860 or approved equivalent	No.	4		
A4.06	Installation of addressable wall sounder, cabled in enhanced fire resistant cable (120 min) with a cross section of 2 x 1.5mm ² to Fire Detection Panel, drawn in PVC heavy duty type conduit DN20mm.	No	4		
A4.07	LED sounder beacon c/w adjustable volume and as Menvier CAT MSB124SB	No.	2		

ITEM	DESCRIPTION	UNITS	QTY	RATE	AMOUNT
A4.08	Installation of addressable LED sounder beacon , cabled in enhanced fire resistant cable (120 min) with a cross section of 2 x 1.5mm ² to Fire Detection Panel, drawn in PVC heavy duty type conduit DN20mm.	No	2		
A4.09	Supply addressable Break glass Menvier CatMASB860 or approved equivalent	No	10		
A4.10	Installation of addressable break glass , cabled in enhanced fire resistant cable (120 min) with a cross section of 2 x 1.5mm ² to Fire Detection Panel, drawn in PVC heavy duty type conduit DN20mm.	No	10		
A4.11	Labelling, Testing and Commissioning of fire detection system in full operation.	Item	1		
A4.12	Training of usage and application of system	Item	1		
	FIRE ALARM SYSTEM TOTALS (Carried to collection page)				
5	LIGHTNING PROTECTION SYSTEM				
A5.01	Copper Air terminals(spikes) consisting of 2000mm rod length, and diameter of 15mm as Furse or approved equivalent	No.	4		
A5.02	25mm x 3mm bare copper tape forvertical down conductor as Furse part no. TC035 or approved equivalent	M	30		
A5.03	25mm x 3mm bare copper tape for horizontal conductor as Furse part no. TC035 or approved equivalent	M	30		
A5.04	25x3mm Copper tape saddles	No.	30		
A5.05	Test clamp	No.	4		
A5.06	Earth Inspection concrete chamber 300mm x 300mm x 300mm with concrete cover	No.	4		
A5.07	16mm diameter, 1500mm long copper Earth rod as Furse Cat. No. RC 020 Complete with clamp and driving stud	No.	4		
	LIGHTNING PROTECTION SYSTEM TOTAL(Carried to collection page)				
6.00	SUBMAINS CABLE, LV BOARD AND CHANGEOVER				
	SUBMAINS CABLE				
	METER BOARD				
	Allow for Space and supply three phase KPLC meters, CTs and cut-outs complete with viewing glass as per KPLC requirement and Space for fixing future 1 No. MCCB of 63A, surge protector and Neutral termination with accompanied meter grounding	Lot	1		
	SUBMAINS CABLE				
A6.01	4x16mm ² Armoured Copper cables with glands for underground outdoor use drawn in 32mmØ concealed HG PVC conduits to and from changeover board	LM	100		
A6.02	The following for items above:- a) Trenching to a depth of a minimum of 700mm c) Back filling of the trenches	LM LM	100 100		
A6.03	Supply and install enclosure box of dimensions Height 700mm x Width 500mm x Diameter	NO	5		
A6.04	Earth Inspection concrete chamber 300mm x 300mm x 300mm with concrete cover	NO	5		

ITEM	DESCRIPTION	UNITS	QTY	RATE	AMOUNT
A6.05	10mm ² PVC/PVC 4-core cables as submain from the nearest duct to the distribution board below l.e DB on the ground floor . (<i>Approx. total length to be confirmed on site</i>)	LM	50		
	SUBMAINS TOTAL(Carried to collection page)				
ITEM	DESCRIPTION	UNITS	QTY	RATE	AMOUNT
7.00	ACCESS CONTROL AND CCTV				
	ACCESS CONTROL Provide for laying of concealed 20mm Dia HG Pvc conduit from for access control points	Lot	1		10,000.00
	CCTV CONDUIT WORKS Provide for laying of concealed 20mm Dia HG Pvc conduit for cctv installation works	Lot	1		
8.00	PROVISIONAL SUM FOR KPLC CONNECTION Allow provision sum of kshs. 500,000.00 for KPLC Phase power connection	Sum	1		
ITEM	DESCRIPTION	UNITS	QTY	RATE	AMOUNT
	COLLECTION PAGE 1. LIGHTING TOTALS 2. POWER DISTRIBUTION TOTAL 3. FIRE ALARM SYSTEM TOTALS 4. LIGHTNING PROTECTION SYSTEM TOTAL 6. METER BOARD AND SUBMAINS 7. ACCESS CONTROL AND CCTV 8. KPLC CONNECTION ESTIMATED TOTAL (VAT Inclusive)				

ABLUTION BLOCK

ITEM	DESCRIPTION	QTY	UNIT	RATE (VAT Inclusive) (KSHS)	AMOUNT (KSHS)
	BILL NO 1: BUILDERS WORKS				
	ELEMENT NO. 1				
	SUBSTRUCTURE [All Provisional]				
	The rate shall include for any working space that the Tenderer may deem necessary				
	Site Clearance				
A	Clear the site of all bushes, shrubs, undergrowth; grub up all trees and burn the arisings.	60	Sm		
	Excavation/ Earth works				
B	Excavate oversite to remove top vegetable soil average 250mm deep and spread as directed on site.	60	Sm		
C	Excavate for strip foundation and column bases starting from stripped level depth not exceeding 1.5 m.	75	Cm		
D	Extra over excavations in rock; irrespective of class.	8	Cm		
	Fillings and disposal				
E	Load cart away to tip excavated material to designated area.	45	Cm		
F	Backfill selected excavated material around foundations.	30	Cm		
	Hardcore or other approved filling, as described				
G	300mm approved hardcore filling to make up levels handpacked and well compacted in layers not exceeding 150 mm thick.	45	Sm		
H	Imported approved murrum filling to make up levels, compacted in layers not exceeding 150mm thick.	20	Cm		
I	50 mm thick approved stone dust blinding to hardcore to receive concrete.	45	Sm		
	Anti-termite treatment				
J	Premise 200cc" or other equal and approved anti-termite insecticide to hardcore surface applied in accordance with Manufacturer's written instructions.	45	Sm		
	Total carried to collection				

	Damp proofing				
A	500mm gauge polythene damp proof membrane with 150mm(Min) end and side laps.	45	Sm		
	Plain concrete (1:3:6) as described in :-				
B	50 mm thick blinding under strip foundation and bases.	50	Sm		
	Vibrated reinforced insitu concrete Class 25/20) as described in :-				
C	Strip foundations.	7	Cm		
D	Column bases and sub-columns	7	Cm		
E	150mm thick floor slab.	45	Sm		
F	Ramp	4	Sm		
G	Steps	1	Cm		
	Mesh Fabric reinforcement				
H	BRC mesh fabric reinforcement Ref. A142 laid in slab with 200mm side and end laps (measured net- No allowance for laps).	45	Sm		
	Reinforcement				
	<u>Hot rolled reinforcement bars to BS4461 as described in structural drawings</u>				
I	Assorted bars.	467	Kg		
	Sawn formwork as described to :-				
J	Sides of strip footing.	22	Sm		
K	Sides of column bases and sub columns.	14	Sm		
L	Slanting sides of steps cut to profile of steps over 300mm.	2	Sm		
M	Edges of risers 75-150mm high.	7	Lm		
N	Edges of slab 75 mm - 150 mm high.	27	Lm		
	Foundation Walling				
O	200mm thick natural dressed stone walling in cement sand mortar 1:3 with hoop iron at every alternate course,25mm x 20mm gauge, well lapped at junctions and carried into abutting walls 150mm minimum.	110	Sm		
	Total carried to collection				

	Plinth finishes				
A	12 mm thick cement : sand (1:3) render to plinth surfaces finished with a wood float.	13	Sm		
B	Prepare and apply three coats of approved Judiciary paint to plinth surfaces.	13	Sm		
	Paving Slabs				
	<u>Filling</u>				
C	250mm thick imported approved murrum filling to make up levels, compacted in layers not exceeding 150mm thick.	7	Cm		
	<u>Precast concrete; class 20/20</u>				
D	600x600x50mm thick slabs laid on and including 50mm (consolidated) bed of sand; jointed and pointed in cement sand 1:3 mortar v-joints.	32	Sm		
	Total carried to collection				
	Collection				
	Carried forward from Page 1				
	Carried forward from Page 2				
	Brought down from above				
	ELEMENT NO. 1 SUBSTRUCTURE CARRIED TO SUMMARY				

	ELEMENT NO. 2				
	REINFORCED CONCRETE SUPERSTRUCTURE				
	Vibrated reinforced insitu concrete Class 25/20 as described in :-				
A	Ring beam.	3	Cm		
B	Columns	1	Cm		
C	Structural steelwork tank platform;weldable;B.S.449 part 2 framed bolted and welded site smooth ,including hoisting and fixing and shop printing with one coat zinc chromate primer before delivery to site and one coat after erection on the site (note ;an allowance of 10% has been added to account for gusset plates,brackets,bolts connectors etc.all as per structural engineers approval; MS Chequered plate 3mm thick primed and painted	201	Kg		
	Reinforcement				
	<u>Hot rolled reinforcement bars to BS4461 as described in structural drawings</u>				
D	Assorted bars.	480	Kg		
	Sawn formwork as described to :-				
E	Sides of beams.	3	Sm		
F	Soffits of beams.	3	Sm		
G	Sides of Columns.	23	Sm		
	ELEMENT NO. 2 REINFORCED CONCRETE SUPERSTRUCTURE CARRIED SUMMARY				

ELEMENT NO. 3					
WALLING					
<u>Selected Machine cut natural stone walling with a minimum of 7.0 N/mm² comprehensive strength: with hoop iron at every alternate course, 25mm x 20mm gauge, well lapped at junctions and carried into abutting walls 150mm minimum; bedded and jointed in cement and sand mortar (1:4)</u>					
A	200mm thick external walling.	72	Sm		
B	Ditto Gable walls	15	Sm		
C	200mm thick internal walling.	40	Sm		
D	150mm thick internal walling.	19	Sm		
Damp roof course					
E	200mm wide hessian based bituminous felt damp proofing course laid and bedded on cement and sand (1:4) mortar.	39	Lm		
F	150mm wide hessian based bituminous felt damp proofing course laid and bedded on cement and sand (1:4) mortar.	8	Lm		
G	350mm thick coping to walls	16	Lm		
ELEMENT NO. 3 WALLING CARRIED TO SUMMARY					

	<p>ELEMENT NO. 4 ROOFING (All Provisional)</p> <p><u>Structural steelwork;weldable;B.S.449 part 2 framed bolted and welded site smooth ,including hoisting and fixing and shop printing with one coat zinc chromate primer before delivery to site and one coat after erection on the site (note ;an allowance of 10% has been added (m.s) to account for gusset plates,brackets,bolts connectors etc.all as per structural engineers approval</u></p> <p><u>The following RHS sections in trusses ;all as per structural engineer drawings</u></p>				
A	75mm x 50mm x 3mm RHS; 5.6 kg/m External Members	341	Kg		
B	50mm x 50mm x 3mm RHS; 4.43 kg/m Internal Members	220	Kg		
C	100mm x 50mm x 2mm RHS; 3.34 kg/m Zed Purlins	172	Kg		
D	Allowance for gusset plates,brackets,bolted connections,etc all to the above structures (10%of total weight allowed)(provisional)	73	Kg		
E	<p>Painting Prepare, prime and apply three coats of zinc chromate primer to surfaces of all foregoing steelwork surfaces .</p>	35	Sm		
F	<p><u>Eaves filling to approval</u> Supply and fix 9mm thick fibre cement board ceiling flush jointed and the whole finished with skim plaster trowelled to a smooth polished surface to the thickness recommended by the manufacturer, on a concealed light gauge tee suspension system including main and cross tees, necessary hangers, grids etc finished in 3 coats of first quality silk emulsion paint all to approval.</p>	16	Sm		
G	<p><u>All timber in sawn, pressure impregnated and celcured cypress before placing</u> 225 x 25mm fascia board.</p>	34	Lm		
H	<p>Painting Prepare and apply three coats of matt emulsion paint to fascia and barge boards girth 200-300.</p>	34	Lm		
	Total carried to collection				

	<p>Roof Cover <u>Alu-zinc box profile roofing sheets;26G; pre-painted ;fixed to ed</u> <u>purling m.s at appropriate spacing with galvanised steel nails 150mm</u> <u>end laps and one and half corrugated side laps ;roofing sheets per</u> <u>mabati rolling mills ltd or other equalsand approved roofing sheets</u> <u>supplier;fixed in strict accordance with manufactures printed</u> <u>instruction</u></p>				
I	Roof covering not exceeding 30 degrees pitch from horizontal including all necessary timber battens and fixtures	70	Sm		
J	Ditto ridge cap.	9	Lm		
	<p>Rain water Disposal</p> <p><u>Heavy duty UPVC downpipe as "Metro plastics" or other equal and</u> <u>approved: with and including accessories and fittings</u></p>				
A	150 mm diamater half round gutter: with and including P.V.C brackets (m.s) at 1000 mm (maximum) centres: holes for down pipes as necessary: closed ends.	16	Lm		
B	140mm diamater gutter support brackets.	8	No		
C	110mm diamater down pipe: with and including holder bats at 1500 mm centres.	6	Lm		
D	Extra over gutter for 110mm dia. Outlet.	2	No		
E	Extra over gutter for 140mm dia. stopped end.	4	No		
F	Extra over gutter for 140mm dia joint union.	6	No		
G	Extra over down pipe for swan neck outlet.	2	No		
H	Ditto shoe.	2	No		
	Total Carried to collection				
	<p>Collection</p> <p>Carried forward from Page 6</p> <p>Brought down from above</p>				
	ELEMENT NO. 4 ROOFING CARRIED TO SUMMARY				

	ELEMENT NO. 5			
	DOORS (ALL TO ARCHITECT'S SCHEDULES) :-			
	Panel Doors			
A	50mm thick hardwood double leaf panel door overall size 1200 x 2100mm high with solid panel infills all done to the satisfaction of the Architect-D1	1	No	
B	Ditto 900x2100mm high- D-2	6	No	
	Frames and Finishings			
	All in Wrot Mahogany as described to:-			
C	150 x 50 mm; rebated door frame with rounded edges.	41	Lm	
D	Ditto transome	7	Lm	
E	50 x 15 mm weathered architrave plugged.	41	Lm	
F	25mm rounded quardrant plugged.	41	Lm	
G	20 x 25mm high thick beading.	11	Lm	
	Ironmongery			
	<u>Supply and fix the following approved quality ironmongery to Architect's approval: reference are to "Union" or equal and approved : with matching screws :-</u>			
H	Approved 100mm long heavy duty stainless steel butt hinges.	9	Prs	
I	Ditto but double swing hinge	2	Prs	
J	2 Lever mortice lock with lever furnisher with martin design aluminium handles	7	No	
K	Approved indicator bolts	0	No	
L	Flush bolt 100mm satin nickel	7	No	
M	Rubber door stop.	7	No	
	Painting			
	<u>Prepare, and apply one undercoat and two finishing coats of clear lacquer from "Crown" or other equal and approved supplier to surfaces of :-</u>			
N	General surfaces of timber.	28	Sm	
O	Ditto 200-300 mm girth.	41	Lm	
P	Ditto below 100 mm girth.	93	Lm	
	ELEMENT NO. 5 DOORS CARRIED TO SUMMARY			

	<p>ELEMENT NO. 6</p> <p>WINDOWS</p> <p><u>Supply, assemble and fix the following purpose made powder coated anodized Aluminium windows and sections by Booth Manufacturing or equal and approved complete with fixing lugs on, plastic mosquito proofed permanent vent, 600mm long stainless steel scissor hinges including all necessary cutting, 6mm thick reflective tinted glass and ironmongery (Refer to attached window schedules)</u></p>				
A	<p>Window overall size 900x600mm high</p>	9	No		
	<p>Window Cill <u>Precast concrete sill with rounded edge : bedded, jointed and pointed in coloured cement mortar (1:4)</u></p>				
C	<p>50 mm Thick window sill 150 mm wide : splay cutting stone wall : with drip</p>	9	Lm		
	<p>Burnt Clay Vent Blocks</p>				
D	<p>150mm thick burnt clay vent blocks in walls to approved pattern in openings-W2</p>	4	Sm		
	ELEMENT NO. 6 WINDOWS CARRIED TO SUMMARY				

	<p>ELEMENT NO. 7</p> <p>FLOOR FINISHES</p> <p>Screed: cement sand (1:3)</p>				
A	<p>32mm thick one coat backings; steel trowelled to receive ceramic floor tiles (m.s)</p>	40	Sm		
	<p>Ceramic Floor Tiles</p> <p><u>Supply and fix 8 mm Non slip Ceramic floor tiles; to cement and sand base (m.s.) with approved adhesive and grout with spacers; to floors; level; to include for tile laying to be done by an approved specialist tile fixer</u></p>				
C	<p>8mm thick floor tiles.</p>	40	Sm		
D	<p>Ditto 100mm wide skirting with rounded junction with wall finish and coved junction with floor finish</p>	60	Lm		
	<p>ELEMENT NO. 7 FLOOR FINISHES CARRIED TO SUMMARY</p>				

ELEMENT NO. 8					
INTERNAL WALL FINISHES					
Plaster					
<u>12mm thick gauged plaster cement sand lime 1:1:6 with smooth float to:</u>					
A	Beams.	14	Sm		
B	Walls.	95	Sm		
C	Reveals and jambs.	4	Sm		
Painting					
<u>Prepare and apply one undercoats and two finishing SILK VINYL paint from " Crown Paints Kenya" or other equal and approved supplier to:-</u>					
D	Beams.	14	Sm		
E	Walls.	95	Sm		
F	Reveals and jambs.	4	Sm		
Tile Backings					
<u>14mm thick one coat backings, wood floated to receive ceramic tiles (m/s) to concrete or blockwork to:-</u>					
G	Walls; 1500mm high to bathrooms.	95	Sm		
Wall tiles					
<u>Approved 200 x 300 mm ceramic tiles ;glazed wall tiles; colour to Architects approval; to approved pattern bedded and jointed in cement sand motar 1:3 (m/s)</u>					
H	Walls; to bathrooms.	95	Sm		
ELEMENT NO. 8 INTERNAL WALL FINISHES CARRIED TO SUMMARY					

ELEMENT NO. 9					
EXTERNAL WALL FINISHES					
Render					
<u>15mm thick gauged cement sand render 1:2 finished with a wood float to:</u>					
A	Beams.	8	Sm		
B	Reveals and jambs.	4	Sm		
C	Walls.	87	Sm		
Painting					
<u>Prepare and apply one undercoat and two finishing coats of MATT emulsion paint from Crown Paints or any other equal and approved paint to surfaces of :-</u>					
D	Beams.	8	Sm		
E	Reveals and jambs.	4	Sm		
F	Wall surfaces.	87	Sm		
ELEMENT NO. 9 EXTERNAL WALL FINISHES CARRIED TO SUMMARY					

ELEMENT NO. 10				
CEILING FINISHES				
Gypsum Plaster Board				
<u>9.0 mm thick gypsum plastered board ceiling fixed to and including aluminium channels at 600mm centres both directions fixed with self tapping screws including filler tape and all accessories allowance for forming levels recesses and bulk head all to Architect's drawing No.</u>				
A	Ceiling; not exceeding 3.5m high internally.	8	Sm	
B	Extra over ceiling in recess in approved parterns to Architects details.	0	Lm	
C	Ditto to 100 x 25mm wrot softwood decorative cornice with two labours.	12	Lm	
D	Extra over trap door to access the ceiling	0	No	
Painting				
<u>Prepare and apply one undercoats and two finishing SILK VINYL paint from "Crown" or other equal and approved supplier to:-</u>				
E	Ceiling boards.	8	Sm	
F	surfaces over 200 but not exceeding 300mm girth.	12	Lm	

ELEMENT NO. 10 CEILING FINISHES CARRIED TO SUMMARY					30,560.00
SUMMARY OF ELEMENTS					
		PAGE	NO		
1	SUBSTRUCTURE	Page	3		
2	REINFORCED CONCRETE SUPERSTRUCTURE	Page	4		
3	WALLING	Page	5		
4	ROOF AND RAINWATER GOODS	Page	7		
5	DOORS	Page	8		
6	WINDOWS	Page	9		
7	FLOOR FINISHES	Page	10		
8	INTERNAL WALL FINISHES	Page	11		
9	EXTERNAL WALL FINISHES	Page	12		
10	CEILING FINISHES	Page	13		
TOTAL FOR BILL NO 1: BUILDERS WORKS CARRIED TO GRAND SUMMARY					

BILL No. 1:- ABLUTION BLOCK SANITARY FITTINGS AND ACCESSORIES					
ITEM	DESCRIPTION	UNIT	QTY.	RATE (VAT Inclusive) (KSHS)	AMOUNT (KSHs)
	<p>Supply, deliver to site and install the following sanitary fittings including all the necessary fittings and jointing. Tenderers to note that ANY ALTERNATIVE will ONLY be considered if they MATCH or exceed the specified items in terms of TECHNICAL capabilities and MUST be accompanied with PRODUCT</p>				
1.01	<p>Sanitary Fittings Close Coupled water closet suite in vitreous China comprising WC pan, horizontal outlet, cistern and dual flush(4.5, 2.6 ltrs) push button, heavy duty seat and cover in white colour, stainless steel hinges, WC connector, flexible connector and angle valve 1/2", fixing screws and mastic. Model to be Twfords or equal and approved equivalent</p>	No.	3		
a					
b	<p>Ceramic Washdown WC Squatting pan in vitreous china complete with wall hung cistern with dual flush push button and all other necessary fittings and accessories for proper functioning of the installation, all to the Approval of the Engineer. All to be as "Twyfords Oriental" or</p>	No.	3		
	<p>Wash Hand Basin Counter Top wash hand basin size '480*420', 1 tap hole configuration , Colour: White complete with Ø40mm PVC Bottle 'P trap', chain waste, Ø75mm water seal and Ø63mm flange</p>	No.	4		
1.02					
1.03a	<p>Tapware Chrome plated WHB non-corrosive time delay push taps with flexible connector and angle valve 1/2" for cold water.</p>	No.	4		
1.03b	<p>300mm long white cover flexible tubing size 20mm dia with chrome plated angle check valve to connect the sanitary fitting to the PPR pipework. Angle valve cover to be flash with wall tiles</p>	No.	6		
1.03c	<p>Pegler tap 1/2" brass bib tap, and complete with all fittings, to the Approval of the Engineer</p>	No	7		
1.04	<p>Mirrors 6mm thick polished plate glass, silver backed mirror with bevelled edges, size 100x500mm plugged and screwed to wall with 10No.Chrome plated chrome capped screws and 5mm thick foam back</p>	No.	5		
1.05	<p>Soap Dispenser Wall mounted soap dispenser with a capacity of about one litre having a press action soap release mechanism complete with fixing screws. Allow for initial soap supply. As, tapis, mediclinics or approved</p>	No.	5		
	Total Carried Forward				

ITEM	DESCRIPTION	UNIT	QTY.	RATE (VAT Inclusive) (KSHS)	AMOUNT (KShs Cts)
	Total Brought Forward				
1.06	<p>Disabled unit Disabled Ceramic W.C. unit as Twyfords Doc.M Plus Pack PK8174WH comprising of Avalon WC pan, Doc.M cistern, fittings and spatula lever, Doc.M seat ring, chrome plated hinge, Hand rinse no overflow Basin complete with wall brackets and fixings, Lever action pillar tap, Doc.M support rails (5no.), Doc.M hinged support rail, toilet roll holder, wall hangers (Pair), grid waste, pan fixings and cistern cover clips. Allow for wc outlet connector WF1240WH and flexible hose pipe as Cobra C-15-350 complete with angle valve as Cobra 832-10 or equal and approved</p>	No	1		
1.07	<p>Urinals Lecico=BS or equal and approved Urinal bowl with Concealed inlet (600mm), white; complete with hangers, bottle trap, divider and Aumix</p>	No	4		
1.08	<p>Toilet Roll Holder Dali or equal and approved toilet roll holder CP Ref BE70 with cover made of stainless steel and suitable fixing for securing to solid wall</p>	No.	6		
1.09	<p>Robe hook Chrome plated Hansgrohe Logis Universal: or equal and approved Double Robe Hook C.P.</p>	No.	7		
TOTAL CARRIED TO SUMMARY PAGE					

BILL No. 2:- INTERNAL COLD WATER SUPPLY SYSTEM

ITEM	DESCRIPTION	UNIT	QTY.	RATE (VAT Inclusive) (KSHS)	AMOUNT (KShs Cts)
	<p>Supply, deliver to site and install cold water in polypropylene PP-R pipes and fittings to relevant B.S DIN and local standards. Jointing & installation methods shall be as per manufacturers' recommendations only. All pipe diameters are external diameters. Polypropylene pipes as ARIETE® – 25 manufactured by EFFEGISRL has been used as a guide to the type and quality expected. Equal and approved brands shall be accepted only with the Engineers approval.</p> <p>Tenderers must allow in their prices for all couplings, connectors, holding brackets expansion joints as required in the running lengths of pipes.</p>				
2.01	<p>Pipes</p> <p>a) 50mm diameter PP-R pipe from Ground Level storage tank to roof level tank and as mains water distribution.</p> <p>b) 40mm diameter PP-R from roof tanks and as water distribution</p> <p>c) 32mm ditto.</p> <p>d) 25mm ditto</p>	Lm	20		
		Lm	15		
		Lm	20		
		Lm	30		
2.02	<p>Elbow and Bends</p> <p>a) 25mm ditto</p> <p>b) 32mm ditto</p> <p>c) 40mm ditto</p> <p>d) 50mm ditto</p>	No.	15		
		No.	8		
		No.	6		
		No.	6		
2.03	<p>Tees</p> <p>a) 25mm diameter PP-R equal tee</p> <p>b) 32mm ditto</p> <p>c) 50mm ditto</p>	No.	15		
		No.	4		
		No.	2		
2.04	<p>Reducers</p> <p>a) 32x25mm reducer</p> <p>b) 50x40mm ditto</p> <p>c) 40x32mm ditto</p>	No.	4		
		No.	2		
		No.	2		
2.05	<p>Female threaded joints</p> <p>a) 25mm diameter PP-R Female threaded joint</p> <p>b) 32mm ditto</p> <p>c) 40mm ditto</p> <p>d) 50mm ditto</p>	No.	6		
		No.	5		
		No.	3		
		No.	5		
2.06	<p>Male threaded joints</p> <p>a) 25mm diameter PP-R Female threaded joint</p> <p>b) 32mm ditto</p> <p>c) 40mm ditto</p> <p>d) 50mm ditto</p>	No.	6		
		No.	5		
		No.	3		
		No.	5		
2.07	<p>Gate Valves (Pegler)</p> <p>a) 50mm diameter gate valve; from roof water tank</p> <p>b) 40mm ditto</p> <p>c) 32mm ditto as distribution isolation.</p> <p>d) 25mm ditto.</p>	No.	2		
		No.	2		
		No.	2		
		No.	4		
	Total Carried Forward				

BILL No. 2:- INTERNAL COLD WATER SUPPLY SYSTEM					
ITEM	DESCRIPTION	UNIT	QTY.	RATE (VAT Inclusive) (KSHS)	AMOUNT (KShs Cts)
	Total Brought Forward				
2.08	<p>Ground Level Water Storage Tank Supply, deliver to site, install, test and commission PVC Cylindrical Water Storage Tank of Capacity 10,000 Litres as “Toptank” or approved complete with 50mm diameter high pressure “Pegler” ball valve, 40mm diameter inlet, 50mm diameter outlet and a 65mm diameter overflow complete with mosquito gauze.- Tanks to be on a plinth as per Structural Engineer's details. The cost for the tank to be</p>	No	1		
2.09	<p>Roof Level Water Tank PVC Cylindrical Roof Level Water Storage Tanks of Capacity 1,000 Litres as “Toptank” or approved complete with 50mm diameter high pressure “Pegler” ball valve, 40mm diameter inlet, 50mm diameter outlet and a 65mm diameter overflow complete with mosquito gauze including its timber decking base as per Engineer's approval .</p>	No.	4		
2.10	<p>Water Booster pumpset Supply, installation, testing and commissioning of domestic water pump (single phase, 0.37KW 2900rpm 240V) as Dayliff DDP60. Pump to be enclosed in a steel cage with a plinth and G.I steel mounting frame complete with rubber anti-vibration mountings.</p>	No	1		
	TOTAL CARRIED TO SUMMARY PAGE				

BILL No. 3:- INTERNAL DRAINAGE SYSTEM					
ITEM		UNIT	QTY.	RATE (VAT Inclusive) (KSHS)	AMOUNT (KShs Cts)
	DESCRIPTION				
	Supply, install, test and commission the installation in uPVC grey pipework. All pipes to be as "Key Terrain" or "Metro" and prices to include connectors, adapters, socket reducers, etc. The manufacturer's pipe jointing recommendations shall be fully				
	<u>Soil & Waste Drainage</u>				
3.01	Pipes				
	a) 32mm diameter uPVC grey pipe heavy duty	Lm	15		
	b) 50mm ditto	Lm	20		
	c) 100mm ditto	Lm	30		
3.02	Bends/Elbows				
	a) 100mm diameter UPVC bend	No.	10		
	b) 50mm ditto	No.	6		
	c) 32mm ditto.	No.	12		
3.03	Proprietary Four-way 100 x 50mm floor traps complete with stainless steel grating.	No.	4		
3.04	Inspection Chambers				
	Rectangular mahole consisting of 150 mm thick in-situ concrete class 20/20 base; 50 mm thick concrete class 15/20 blinding; 300 mm thick (average) concrete benching with 40 mm fall, including forming main and branch channels; 150 mm thick masonry wall; 100mm thick Class 25/20 cover slab; 12 mm thick (1:3) cement and sand render to sides of walls and benching, step irons to BS 1247 built into concrete at 300mm centres; recessed top with mild steel manhole cover frame cove; allow for building in all ends of pipes to manhole walls and making good; all necessary excavation, disposal and formwork; all as per the Civil Engineer's details				
a	Manhole size 600x 450mm internal dimensions; depth 900mm average.	No.	3		
b	Grade B medium duty single triangular cast iron double seal manhole cover and frame: set on and including 50 x 50 x 4mm galvanized mild steel angle frame fixed with and including 25 x 25 x 3mm angle section lugs 100mm long with one end welded to frame and the other end fish	No	3		
3.05	100mm diameter gulley trap complete with standard 300 x 300 x 650 masonry chamber and fibercover.	No.	2		
TOTAL CARIED TO SUMMARY PAGE					

SUMMARY PAGE			
ITEM	DESCRIPTION	AMOUNT	
		KShs	Cts
1.00	BILL No. 1:- SANITARY FITTINGS AND ACCESSORIES		
2.00	BILL No. 2:- INTERNAL COLD WATER SUPPLY SYSTEM		
3.00	BILL No. 3:-INTERNAL DRAINAGE SYSTEM		
TOTAL FOR ABLUTION BLOCK SANITARY FITTINGS, PLUMBING AND DRAINAGE INCLUSIVE OF VAT			

ABLUTION BLOCK ELECTRICAL INSTALLATIONS					
ITEM	DESCRIPTION	UNIT	QTY	RATE (VAT Inclusive) (KSHS)	AMOUNT
A	<u>LIGHTING POINTS</u>				
1.01	Lighting points wired in 3x 1.5 mm ² SC CU cables drawn in 20mm diameter concealed HG P.V.C conduits for one gang	No.	13		
1.02	Lighting points wired in 3x 1.5 mm ² SC CU cables drawn in 20mm diameter concealed HG P.V.C conduits for two gang	No.	2		
1.03	10Amps architrave switch plate as Panasonic Simplus or approved equivalent as for a) One gang one way b) Two gang one way	No. No.	4 1		
1.04	Hanging Light Pendent of White body complete wiith 20W LED lamp (luminaire type P) or approved equivalent	No.	6		
1.05	Bathroom ceiling light polycarbonate , IP65 rated surface luminaire with opal diffuser and white body c/w E 27 40W LED lighting (luminaire type 2D) or approved equivalent	No.	4		
1.06	Wall mount White Oval Bulkhead 40w led luminaires – as philips, tronic or approved equivalent	No.	5		
1.07	8mm 3 Core armored cable from main distrubution board to the distribution board in the ablution block, dwaing in a 50mm dia HG PVC conduit complete with cable glands and accessories	LM	50		
1.08	The following for items above:- a) Trenching to a depth of a minimum of 700mm c) Back filling of the trenches	LM LM	50 50		
1.09	4 way L&N, wall mounted consumer unit complete with integral 63A as Schindler Electric or approved equivalent complete with all accessories but excluding MCBs. As MCB's for item above IC60N 1P (i) 10A SP MCB (ii) 20A SP MCB (iii)32A SP MCB	1 1 2 1	No. No. No.		
1.10	Supply, Install, Testing and commissioning of the Emerygency alarm system for PWD complete with a call point including a pull cord unit, 110dB siren, reset point, indicators, lebel and	1	item		
1.11	Training of stakeholders on the operation of PWD Emerygency alarm system	1	item		
	TOTAL FOR ELECTRICAL WORKS				

BILL	DESCRIPTION		AMOUNT (KSH)
<u>ABBLUTION SUMMARY</u>			
1	BUILDERS WORKS		
2	MECHANICAL WORKS		
3	ELECTRICAL WORKS		
GRAND TOTAL (KSHS)			
Amount of tender in words: Kenya Shilings.....			
.....			
Tenderer's signature and stamp.....			
Address.....			
Date.....			
Witness: Name and signature.....			
Description.....			
Address.....			
Date.....			

PROVISIONAL SUMS

ITEM	DESCRIPTION	AMOUNT (KSHS)
A	Allow a provisional sum for Fencing (6 strand Barbed Wire on Concrete Posts, Approx 120m)	400,000.00
B	Allow a provisional sum for Contingencies	3,000,000.00
	To Grand Summary	

GRAND SUMMARY

ITEM	DESCRIPTION	UNIT	AMOUNT
	<u>GRAND SUMMARY</u>		
1.00	Preliminaries		
2.00	Main Court Building		
3.00	External Works		
4.00	Septic Tank		
5.00	Mechanical Installations		
6.00	Electrical Installations		
7.00	Ablution Block		
8.00	PC and Provisional Sums		
	SUB TOTAL		
	ADD VAT 16%		
	ADD PPRA LEVY 0.03 %		
TOTAL CARRIED TO FORM OF TENDER		KSHS.	
<p>SIGNED: (Employer)</p> <p>Address:</p> <p>Tel No:</p> <p>Date:</p> <p>SIGNED: (Contractor)</p> <p>Address:</p> <p>Tel No:</p> <p>Date:</p>			