



**COUNTY GOVERNMENT OF LAIKIPIA
MUNICIPALITY OF NANYUKI**



P.O BOX 4-10400

NANYUKI

Email: info@nanyukimunicipality.go.ke procurement@laikipia.go.ke

**TENDER DOCUMENT FOR THE PROPOSED CONSTRUCTION OF NANYUKI MAIN BUS
TERMINUS STALLS AND UPGRADING OF THE BUS TERMINUS TO PAVING BLOCK FINISH**

TENDER NO: CGL/NMB/KUSP II /OT/C04/2026-2027

AT

NANYUKI STAGE

GPS CO-ORDINATES: 286044.42 m E, 1769.90 m N

LAIKIPIA COUNTY

ISSUE DATE: FRIDAY, 17TH JULY 2026

MANDATORY SITE VISIT: WEDNESDAY, 22ND JULY 2026

DEADLINE FOR SEEKING CLARIFICATIONS: FRIDAY, 31ST JULY 2026

CLOSING DATE: FRIDAY, 7TH AUGUST 2026

TIME: 1000HRS

JULY 2026

TABLE OF CONTENTS

INVITATION TO TENDER.....	V
APPENDIX TO THE 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 AND CONTRACT FORMS	VIII
INVITATION TO TENDER.....	X
<u>SECTION I - INSTRUCTIONS TO TENDERERS</u>	<u>1</u>
A. GENERAL PROVISIONS	1
1. SCOPE OF TENDER.....	1
2. FRAUD AND CORRUPTION	1
3. ELIGIBLE TENDERERS	1
4. ELIGIBLE GOODS, EQUIPMENT, AND SERVICES	3
5. TENDERER'S RESPONSIBILITIES	3
B. CONTENTS OF TENDER DOCUMENTS	3
6. SECTIONS OF TENDER DOCUMENT.....	3
7. SITE VISIT	4
8. PRE-TENDER MEETING	4
9. CLARIFICATION AND AMENDMENT OF TENDER DOCUMENTS.....	5
10. AMENDMENT OF TENDER DOCUMENTS.....	5
C. PREPARATION OF TENDERS.....	5
11. COST OF TENDERING	5
12. LANGUAGE OF TENDER	5
13. DOCUMENTS COMPRISING THE TENDER.....	5
14. FORM OF TENDER AND SCHEDULES	6
15. ALTERNATIVE TENDERS	6
16. TENDER PRICES AND DISCOUNTS.....	6
17. CURRENCIES OF TENDER AND PAYMENT.....	7
18. DOCUMENTS COMPRISING THE TECHNICAL PROPOSAL.....	7
19. DOCUMENTS ESTABLISHING THE ELIGIBILITY AND QUALIFICATIONS OF THE TENDERER	
20. PERIOD OF VALIDITY OF TENDERS.....	8
21. TENDER SECURITY	8
22. FORMAT AND SIGNING OF TENDER.....	9
D SEALING AND MARKING OF TENDERS	9
23. SEALING AND MARKING OF TENDERS	9
24. DEADLINE FOR SUBMISSION OF TENDERS.....	10
25. LATE TENDERS	10
26. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF TENDERS	10
27. TENDER OPENING	10
E. EVALUATION AND COMPARISON OF TENDERS.....	11
28. CONFIDENTIALITY	11
29. CLARIFICATION OF TENDERS	11
30. DEVIATIONS, RESERVATIONS, AND OMISSIONS.....	12

31.	DETERMINATION OF RESPONSIVENESS	12
32.	NON-MATERIAL NON-CONFORMITIES	12
33.	ARITHMETICAL ERRORS.....	12
34.	CONVERSION TO SINGLE CURRENCY	13
35.	MARGIN OF PREFERENCE AND RESERVATIONS	13
36.	SUBCONTRACTORS	13
37.	EVALUATION OF TENDERS.....	13
38.	COMPARISON OF TENDERS	14
39.	ABNORMALLY LOW TENDERS.....	14
40.	ABNORMALLY HIGH TENDERS.....	14
41.	UNBALANCED AND/OR FRONT-LOADED TENDERS	14
42.	QUALIFICATIONS OF THE TENDERER.....	15
43.	BEST EVALUATED TENDER	15
44.	PROCURING ENTITY'S RIGHT TO ACCEPT ANY TENDER, AND TO REJECT ANY OR ALL TENDERS 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 OF AWARD.....	16
50.	SIGNING OF CONTRACT	16
51.	APPOINTMENT OF ADJUDICATOR.....	16
52.	PERFORMANCE SECURITY	16
53.	PUBLICATION OF PROCUREMENT CONTRACT.....	17
53.	PROCUREMENT RELATED COMPLAINTS	17

SECTION II-TENDER DATA SHEET(TDS)..... 18

SECTION III - EVALUATION AND QUALIFY ON CRITERIA23

1.	GENERAL PROVISIONS	23
2.	PRELIMINARY EXAMINATION FOR DETERMINATION OF RESPONSIVENESS.....	23
3.	TENDER EVALUATION (ITT 35).....	23
4.	MULTIPLE CONTRACTS.....	23
5.	ALTERNATIVE TENDERS (ITT 13.1)	24
6.	MARGIN OF PREFERENCE IS NOT APPLICABLE.....	24
7.	POST QUALIFICATION AND CONTRACT AWARD (ITT 39), MORE SPECIFICALLY	24

SECTION IV – TENDERING FORMS.....25

QUALIFICATION FORMS.....28

1.	Form Equ. Equipment.....	28
2.	Form per-1	29
4.	FORM PER-2:	30

5. TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION32

FORM ELI -1.1

FORM ELI -1.2

FORM CON – 2

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 OF TENDER.....	42
a)	TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE.....	45
b)	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	48
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 (TENDER BOND).....	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
	<i>A. General</i>	
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 y 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
F.	SECTION IX - SPECIAL CONDITIONS OF CONTRACT	77
G.	SECTION X - CONTRACT FORMS.....	88
1.	FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD	80
2.	FORM No. 2 - NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE	83
3.	FORM No. 3 - CONTRACT AGREEMENT	84
4.	FORM No. 4 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee].....	85
5.	FORM No. 5- PERFORMANCE SECURITY [Option 2– Performance Bond]	86
6.	FORM No. 6- ADVANCE PAYMENT SECURITY	88
7.	FORM No. 7- RETENTION MONEY SECURITY	87

TENDER DOCUMENT FOR THE PROPOSED CONSTRUCTION OF NANYUKI MAIN BUS TERMINUS STALLS AND UPGRADING OF THE BUS TERMINUS TO PAVING BLOCK FINISH

NAME AND CONTACT ADDRESSES OF PROCURING ENTITY

COUNTY GOVERNMENT OF LAIKIPIA

NANYUKI MUNICIPALITY

P.O. Box 4-10400,

Email address. info@nanyukimunicipality.go.ke.

(2) Invitation to Tender (ITT) No. CGL/NMB/KUSP II /OT/C04/2026-2027

Tender Name THE PROPOSED CONSTRUCTION OF NANYUKI MAIN BUS TERMINUS STALLS AND UPGRADING OF THE BUS TERMINUS TO PAVING BLOCK FINISH

INVITATION TO TENDER.

PROCURING ENTITY: *COUNTY GOVERNMENT OF LAIKIPIA*

CONTRACT NAME AND DESCRIPTION: THE PROPOSED CONSTRUCTION OF NANYUKI MAIN BUS TERMINUS STALLS AND UPGRADING OF THE BUS TERMINUS TO PAVING BLOCK FINISH

1. The *COUNTY GOVERNMENT OF LAIKIPIA* invites sealed tenders for the construction of *THE PROPOSED CONSTRUCTION OF NANYUKI MAIN BUS TERMINUS STALLS AND UPGRADING OF THE BUS TERMINUS TO PAVING BLOCK FINISH*. Tendering will be conducted under open competitive method (National) using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
2. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours [*. 0800 to 1700 hours*] at the address given below.
**County Government of Laikipia, Director Supply
Chain Management
Department of Finance & County Treasury
P.O. Box 131-20321, Rumuruti Phone Number,
0723-871-712
Email: procurement@laikipia.go.ke and Josephine.njoki@laikipia.go.ke**
3. A complete set of tender documents may be obtained by interested tenderers free of Charge at the address given above. Tender documents may be obtained electronically from the Websites (www.laikipia.go.ke and/or www.tenders.go.ke). Tender documents obtained electronically will be free of charge.
4. Tender documents may be viewed and downloaded for free from the Websites (www.laikipia.go.ke and/or www.tenders.go.ke) Tenderers who download the tender document must forward their particulars immediately to (procurement@laikipia.go.ke ,P.o Box 4-10400 Nanyuki, Kenya to facilitate any further clarification or addendum.
5. All Tenders must be accompanied by a *tender Security of KSH.1,300,000.00 valid for 150 days*.
6. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
Completed tenders must be delivered to the address below on or before **FRIDAY, 7TH AUGUST 2026 at 1000HRS**. Electronic Tenders **will not** be permitted.
7. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
8. Late tenders will be rejected.
9. The bidders are notified of a 0.03% Capacity Building Levy [The Levy Order 2023] applicable to all contracts pursuant to PPRA Circular No. 01/2024. [This provides for allocation of 0.03% of the value of signed contracts exclusive of taxes]
10. All interested bidders are encouraged to continually check the County Government of Laikipia website: www.laikipia.go.ke and www.tenders.go.ke for any tender addendum/addenda or clarifications that may arise before submission date.

11. The addresses referred to above are:

A. Address for obtaining further information and for purchasing tender documents

1) **COUNTY GOVERNMENT OF LAIKIPIA**

2.) Physical address for hand Courier Delivery to an office or Tender Box

Nanyuki Municipality Offices

Kenyatta Highway, Opposite Quick mart Supermarket, Nanyuki Town

P.O Box 4-10400,

Nanyuki, Kenya.

(1) **Officer to be Contacted.**

**County Government of Laikipia, Director Supply
Chain Management
Department of Finance & County Treasury
P.O. Box 131-20321, Rumuruti Phone Number,
0723-871-712
Email: procurement@laikipia.go.ke and Josephine.njoki@laikipia.go.ke**

B. Address for Submission of Tenders.

(1) COUNTY GOVERNMENT OF LAIKIPIA.

(2) Postal Address
Municipal Manager
Nanyuki Municipality
P.O. BOX 4-10400
NANYUKI, KENYA.

**(3) Physical address for hand Courier Delivery to an office or Tender Box (Nanyuki Municipality
Offices Kenyatta Highway, Opposite Quick mart Supermarket, Nanyuki Town)**

C. Address for Opening of Tenders.

(1) Name of Procuring Entity COUNTY GOVERNMENT OF LAIKIPIA
(2) Physical address for the location Tender Box (Nanyuki Municipality Offices Kenyatta
Highway, Opposite Quick mart Supermarket, Nanyuki Town)

[Authorized Official]

Name: *ANTHONY RUKWARO*

Designation: Municipal Manager

Signature: *A.R*

Date: 16TH JULY, 2026

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 institution subject to ITT 3.7 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the TDS.
- 3.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in

any procurement proceedings.

3.3 A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:

- a) Directly or indirectly controls, is controlled by or is under common control with another tenderer; or
- b) Receives or has received any direct or indirect subsidy from another tenderer; or
- c) Has the same legal representative as another tenderer; or
- d) Has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process; or
- e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender; or
- f) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer for the Contract implementation; or
- g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document or
- h) Has a close business or family relationship with a professional staff of the Procuring Entity who:
 - i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
 - ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.

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

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

3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or 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 compete with firms in the private sector on an equal basis.

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

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

3.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan Citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

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

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

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

4. Eligible Goods, Equipment, and Services

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

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

5. Tenderer's Responsibilities

- 5.1 The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Procuring Entity will in no case be responsible or liable for those costs.
- 5.2 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.
- 5.3 The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity against all liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the inspection.
- 5.4 The tenderer shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including charts, as necessary or required.

B. 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 pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

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

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

- 8.4 The Procuring Entity shall also promptly publish anonym ized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works at the web page identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-tender meeting and the pre-arranged pretender site visit, shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9. Clarification and amendments of Tender Documents

- 9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre- arranged pretender 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 Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

12. Language of Tender

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

13. Documents Comprising the Tender

13.1 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT 14;
- b) Schedules including priced Bill of Quantities, completed in accordance with ITT 14 and ITT 16;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 21.1;
- d) Alternative Tender, if permissible, in accordance with ITT 15;
- e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
- f) Qualifications: documentary evidence in accordance with ITT 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 Tenderer shall chronologically serialize pages of all tender documents submitted.

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

14. Form of Tender and Schedules

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

14.2 Alternative Tenders

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

14.3 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.

14.4 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.

15. Tender Prices and Discounts

15.1 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.

15.2 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.

15.3 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.

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

15.5 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 formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.

15.6 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.

15.7 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.

16. Currencies of Tender and Payment

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

17. Documents Comprising the Technical Proposal

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

18. Documents Establishing the Eligibility and Qualifications of the Tenderer

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

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

18.3 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.

18.4 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.

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

18.6 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.

18.7 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.

- 18.8 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.
- 18.9 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.
- 18.10 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.

19. Period of Validity of Tenders

- 19.1 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.
- 19.2 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.
- 19.3 If the award is delayed by a period exceeding the number of days to be specified in the TDS days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:
- a) in the case of **fixed** price contracts, the Contract price shall be the tender price adjusted by the factor specified in the TDS;
 - b) in the case of adjustable price contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

20. Tender Security

20.1 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.

20.2 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 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,

20.3 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.

20.4 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.

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

20.6 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.

20.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- e) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension thereto provided by the Tenderer; or
- f) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 50; or
 - ii) furnish a Performance Security and if required in the TDS, and any other documents required in the TDS.

20.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

20.9 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.

20.10 A tenderer shall not issue a tender security to guarantee itself.

21. Format and Signing of Tender

21.1 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.

21.2 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.

21.3 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.

21.4 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.

21.5 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

22. Sealing and Marking of Tenders

22.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
- b) in an envelope or package or container marked "COPIES", all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT 15, and if relevant:
 - i) in an envelope or package or container marked "ORIGINAL –ALTERNATIVE TENDER", the alternative Tender; and
 - ii) in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

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

22.2 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.

23. Deadline for Submission of Tenders

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

23.2 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.

24. Late Tenders

24.1 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.

25. Withdrawal, Substitution, and Modification of Tenders

25.1 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.

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

25.3 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.

26. Tender Opening

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

26.2 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.

26.3 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.

26.4 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.

26.5 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.

26.6 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.

26.7 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).

26.8 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.

26.9 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers upon request.

E. Evaluation and Comparison of Tenders

27. Confidentiality

27.1 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.

27.2 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.

27.3 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.

28. Clarification of Tenders

28.1 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.

28.2 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.

29. Deviations, Reservations, and Omissions

29.1 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.

30. Determination of Responsiveness

30.1 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.

30.2 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.

30.3 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.

30.4 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.

31. Non-material non-conformities

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

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

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

32. Arithmetical Errors

32.1 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.

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

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

32.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

33. Currency provisions

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

34. Margin of Preference and Reservations

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

34.2 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.

35. Nominated Subcontractors

35.1 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.

35.2 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.

35.3 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.

36. Evaluation of Tenders

36.1 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.

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

- a) price adjustment due to discounts offered in accordance with ITT16;
- b) converting the amount resulting from applying (a) and (b) above, if relevant, to a

- c) single currency in accordance with ITT39;
- c) price adjustment due to quantifiable nonmaterial 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.

36.3 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.

36.4 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.

37. Comparison of Tenders

37.1 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.

38. Abnormally Low Tenders

38.1 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.

38.2 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.

38.3 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.

39. Abnormally High Tenders

39.1 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.

39.2 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.

39.3 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.

40. Unbalanced and/or Front-Loaded Tenders

40.1 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.

40.2 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,

41. Qualifications of the Tenderer

41.1 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.

41.2 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.

41.3 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.

41.4 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.

41.5 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.

41.6 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.

42. Best Evaluated Tender

42.1 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.

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

43.1 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

44. Award Criteria

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

45. Notice of Intention to enter into a Contract

45.1 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;

46. Standstill Period

46.1 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.

46.2 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.

47. Debriefing by the Procuring Entity

47.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract B 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.

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

48. Letter of Award

48.1 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.

49. Signing of Contract

49.1 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.

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

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

50. Appointment of Adjudicator

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

51. Performance Security

51.1 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.

51.2 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.

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

52. Publication of Procurement Contract

52.1 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.

53. Procurement Related Complaints and Administrative Review

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

53.2 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 THE PROPOSED CONSTRUCTION OF NANYUKI MAIN BUS TERMINUS STALLS AND UPGRADING OF THE BUS TERMINUS TO PAVING BLOCK FINISH The reference number of the Contract is CGL/NMB/KUSP II /OT/C04/2026-2027 The number and identification of lots (contracts) comprising this tender are NOT APPLICABLE
ITT 2.3	The Information made available on competing firms is as follows: NOT APPLICABLE
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: NOT APPLICABLE
ITT 3.1	Maximum number of members in the Joint Venture TWO (2)
ITT 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. NOT APPLICABLE
B. Contents of Tender Document	
ITT 7.1	Mandatory Pre-Tender Site Visit There shall be a mandatory pre-tender site visit for all prospective tenderers. The site visit shall be held on Wednesday, 22nd July 2026, commencing at 10:00 a.m. (1000 Hours). All interested tenderers shall assemble at the Municipal Boardroom, Nanyuki Municipality Offices, at 10:00 a.m. (1000 Hours) before proceeding to the project site. A Site Visit Certificate shall be issued to all tenderers who attend the mandatory site visit. The certificate shall form part of the mandatory requirements and must be submitted together with the tender document. Every Bidder shall be represented by one Technical Person with a Minimum qualification of a Diploma in Civil/Highway Engineering. The Individual MUST Bring along the following: 1. Original ID/Passport and a CERTIFIED Copy. 2. CERTIFIED copy of Diploma/Higher Diploma/Degree Certificate. 3. CERTIFIED Copy of Registration Certificate and proof of current subscription by Engineers Board of Kenya (EBK)/ Kenya Engineering Technology Registration Board (KETRB)/ Institute of Engineering Technologists and Technicians (IET). 4. Original Introductory letter bearing the Company letterhead and an Official Stamp authorizing them to represent them in the specific pre-tender site visit/Pre-bid Conference. The letter shall be duly signed. Photocopies or any other media shall not be accepted.

	- The copies of ID/Passport, Academic Certificates, Professional Registration Certificate, proof of current subscription SHALL be certified by commissioner of oaths or Notaries public. - All the above documents shall be retained by the Procuring Entity's and may be verified later for authenticity. One (1) person shall only represent one (1) company per Tender.
ITT 8.1	(A) Pre-Tender conference <i>SHALL NOT</i> take place (B) A pre-arranged pretender visit of the site of the works <i>SHALL</i> take place as indicated in the tender Notice
ITT 8.2	i. The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than 7days before closure/opening date. ii. The Procuring Entity will publish the response at the Website (www.laikipia.go.ke and/or www.tenders.go.ke)
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 NOT APPLICABLE
ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is: County Government of Laikipia, Director Supply Chain Management Department of Finance & County Treasury P.O. Box 131-20321, Rumuruti Phone Number, 0723-871-712 Email: procurement@laikipia.go.ke and Josephine.njoki@laikipia.go.ke
C. Preparation of Tenders	
ITT 13.1 (h)	The Tenderer shall submit the following additional documents in its Tender: <i>As indicated in the qualification criteria</i>
ITT 13.2	The Tenderer shall chronologically and sequentially serialize all pages of the tender documents submitted in the format of 1,2,3,4,5..... Including the cover page and all other pages.
ITT 15.1	Alternative Tenders <i>SHALL NOT</i> be permitted
ITT 15.2	Alternative times for completion <i>SHALL NOT</i> permitted.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 15.4	Alternative technical solutions <i>SHALL NOT</i> be permitted.
ITT 16.5	The prices quoted by the Tenderer shall be: <i>FIXED</i>
ITT 17.1	The currency(ies) of the Tender and the payment currency(ies) shall be as described below: (a) The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya Shillings.
ITT 20.1	The Tender validity period shall be 120 days.
ITT 21.2 (d)	A Tender Security <i>SHALL BE required</i> of kes 1,300,000 .
ITT 21.5	On the Performance Security, other documents required shall be: NOT APPLICABLE
ITT 22.1	The tenderer shall prepare and submit ONE original Tender document and ONE Copy Tender Document.
ITT 22.2 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of <i>Certificate of Independent Tender Determination</i>
D. Submission and Opening of Tenders	
ITT 24.1	(A) For <u>Tender submission purposes only</u> , the Procuring Entity's address is: MUNICIPAL MANAGER-NANYUKI MUNICIPALITY 2.Postal Address: 4-10400 NANYUKI 3.Physical Address: (Nanyuki Municipality Offices Kenyatta Highway, Opposite Quick mart Supermarket, Nanyuki Town.) Telephone Number: 0723871712 (B) Date and time for submission of Tenders: As indicated in the Tender Notice (C) Tenders shall not be submitted tenders electronically.
ITT 27.1	The Tender opening shall take place at the time and the address for Opening of Tenders provided below: (1) Name of Procuring Entity: COUNTY GOVERNMENT OF LAIKIPIA-NANYUKI MUNICIPALITY (2) Physical address: Nanyuki Municipality Offices Kenyatta Highway, Opposite Quickmart Supermarket, Nanyuki Town (3) State date and time of tender opening. As indicated in the Tender Notice
ITT 27.1	ELECTRONIC SUBMISSION OF TENDERS SHALL NOT BE ALLOWED.

ITT 27.6	The tenders <i>shall</i> be initialed by representatives of the Procuring Entity attending Tender opening. Initialization shall be conducted as follows: - ALL MEMBERS OF TENDER OPENING COMMITTEE SHALL
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ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	• Initialize summary page of BOQ, • Form of Tender • Tender security • Cover page of the Bid Document • Last page of the Bid Document
E. Evaluation, and Comparison of Tenders	
ITT 32.3	The adjustment shall be based on the average price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate. NOT APPLICABLE
ITT 35.2	The invitation to tender is extended to bidders as indicated in the Tender Notice.
ITT 36.1	At this time, the Procuring Entity <i>DOES NOT INTEND</i> to execute certain specific parts of the Works by subcontractors selected in advance.
ITT 36.3	The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows: NOT APPLICABLE
ITT 37.2 (d)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
ITT 51.1	The Adjudicator SHALL APPLY.
ITT 54.1	The procedures for making a Procurement-related Complaints are detailed in the “Regulations” available from the PPRA Website info@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: For the attention: County Government of Laikipia, Director Supply Chain Management Department of Finance & County Treasury P.O. Box 131-20321, Rumuruti Phone Number, 0723-871-712 Email: procurement@laikipia.go.ke and Josephine.njoki@laikipia.go.ke

	may challenge any of the following: (i) the terms of the Tender Documents; and (ii) the Procuring Entity’s decision to award the contract.
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SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

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

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

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

Evaluation and contract award Criteria

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

2. Preliminary examination for Determination of Responsiveness

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

A. Mandatory Requirements [MR]

1. A valid Tax Compliance Certificate issued by the Kenya Revenue Authority (KRA).
2. A copy of the KRA PIN Certificate of the firm.
3. A certified copy of the Certificate of Incorporation or Certificate of Registration.
4. A certified copy of the CR12 (issued within the last six (6) months) for limited companies, together with copies of the National Identity Cards (IDs) of the directors. Sole proprietorships and partnerships shall submit a copy of the proprietor's/partners' National Identity Card(s).
5. A valid Single Business Permit issued by the relevant County Government.
6. A Tender Security of Kenya Shillings One Million Three Hundred Thousand (KShs. 1,300,000.00) in the form of a bank guarantee, an insurance guarantee issued by an insurance company registered and licensed by the Insurance Regulatory Authority (IRA) and listed by the Public Procurement Regulatory Authority (PPRA), or a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya (CBK). The Tender Security shall remain valid for one hundred and fifty (150) days from the tender opening date.
7. A valid National Construction Authority (NCA) Category 6 or above Certificate and a valid Annual Practising Licence for Road Works and Building Works.

8. A copy of the Mandatory Site Visit Certificate issued by the Municipal Engineer.
9. The bidder shall sequentially serialize (number) all pages of the bid document submitted, including the cover page.

Note: Bidders must comply with all the above mandatory requirements. Failure to meet any one of the requirements shall result in the tender being declared non-responsive, and the bidder shall not proceed to the Technical Evaluation stage.

3. Assessment of adequacy of Technical Proposal with Requirements (if Applicable)

The Procuring Entity will evaluate the Technical Proposals of all responsive tenders using the following criteria, sub-criteria, and assessment system for the evaluation of the Technical Proposals:

TECHNICAL CRITERIA			
No	Qualification Subject	Qualification Requirement	Total Points/ Marks
1	General Construction Experience	Past Experience in Similar Assignments in Construction Works (Road Works and Building Works) Attach evidence of past experience in similar assignments involving construction works for road works and building works. For each project, attach either a valid Completion Certificate or an Executed Contract. Scoring: • Each attachment: 5 Points • No attachment: 0 Points	Max of 20 Points
2	Financial Capabilities	Audited Financial Statements Attach audited financial statements that demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability. In the case of a Joint Venture (JV), both partners shall submit their audited financial statements and the respective financial ratios. All pages of the audited financial statements shall be initialled and stamped by both: A practising Auditor registered with the Institute of Certified Public Accountants of Kenya (ICPAK); and One of the Directors of the firm. The Auditor's ICPAK practising membership number shall be indicated, and a valid practising licence shall be attached. Scoring:	Max of 10 points

		Each year of audited financial statements submitted: 5 Points.	
3	Company profile	Company Organogram and Organisational Structure Attach the Company's Organogram detailing the organisational structure, contact information, products/services offered, and personnel demonstrating the firm's technical capacity.	10 points
4	Professional and technical personnel	Key Technical Personnel The Tenderer shall provide Certified Copies of the Degree/Diploma Certificates, Certified Copies of the Registration Certificates, and proof of current subscription to the relevant professional bodies for the proposed key personnel. (i) Site Agent (Maximum 10 Marks) The proposed Site Agent shall have: • A Bachelor's Degree (B.Sc.) in Civil Engineering. • Be a Registered Professional Engineer. Relevant experience: • 10 years and above – 10 Marks • 5–9 years – 4 Marks • 3 years – 3 Marks • Less than 3 years – 2 Marks (iii) Environmental & Social Safeguards Specialist (Maximum 6 Marks) • Environmental Specialist • Minimum qualification: Diploma and above. • A valid practising licence issued by NEMA as either an Associate Expert or Lead Expert. Relevant experience: • 10 years and above – 6 Marks • 6–9 years – 3 Marks • Less than 6 years – 2 Marks (iv) Foreman (Maximum 4 Marks) The proposed Foreman shall have: • Minimum qualification: Diploma and above. Relevant experience:	Max of 20 points

		• 10 years and above – 4 Marks • 6–9 years – 3 Marks • Less than 6 years – 2 Marks Curriculum Vitae (CVs) Curriculum Vitae (CVs) of all the proposed key personnel shall be submitted and duly signed by the respective individuals. Copies of Academic Certificates, Registration Certificates, and Annual Practising Licences (where applicable, including Engineers) for all the proposed staff are mandatory.	
5	Equipment holding	Equipment Attach proof of ownership or valid lease agreements for the equipment proposed to be used during the execution of the contract. The Tenderer shall provide evidence of at least one (1) item of equipment under each of the following categories: a) General Plants=4 Points. b) Compactors=3 Points c) Concrete Equipment=3 Points d) Transport (Tippers, dumpers, water tankers)= 3 Points e) Excavators=3 Points f) Rollers/ Motor graders=4 Points	Max of 20 Points
6	Proposed methodology	Adequacy and Quality of the Proposed Methodology (i) Technical Approach and Methodology (10 Points) The Tenderer shall provide a detailed technical approach and methodology covering the following: A. Work Methodology The methodology shall clearly describe: a) The procedures for executing the activities as outlined in the Bills of Quantities (BoQs). b) The allocation of machinery and labour for the execution of the activities. c) The quality control procedures to be applied to the activities described in the BoQs. B. Safety Management During the Construction Period The Tenderer shall provide a methodology addressing safety during construction, including: a) Provision and use of Personal Protective Equipment (PPE).	Max of 20 Points

		b) Installation of appropriate signages. c) Delineation of the construction site and safe passage of traffic. d) Traffic management arrangements during night-time operations. C. Quality Management Plan The Tenderer shall submit a Quality Management Plan covering the following: a) Scope Management. b) Time Management. c) Material Quality Management. d) Financial Management. e) Risk Management. f) Health and Safety Management. g) Communication Management. h) Procurement Management. i) Human Resource Management. (ii) Work Plan/Programme of Works (PoW) (5 Points) The Tenderer shall submit a Programme of Works (PoW) that is resourced with equipment in accordance with Schedule E of the Technical Proposal. The Programme of Works shall be presented in clear and legible font and shall: • Capture the monthly outputs for each activity. • Detail the BoQ quantities, units, and rates. • Be superimposed with the Cash Flow Projections as detailed in Schedule A of the Technical Proposal. (iii) Site Organisation and Staffing (5 Points) The Tenderer shall provide a Site Organisation and Staffing Plan addressing the following: a) Gender issues. b) Social welfare. c) Environmental management. d) Staffing arrangements.	
		TOTAL POINTS	100

Tenderers' who shall have Technical Evaluation (TE) score 70 points and above shall qualify for the financial evaluation.

Financial Evaluation:

The lowest evaluated bidder shall be subjected to Financial Evaluation, which include but not limited to sensitivity analysis of the rates to detect abnormally low bids or abnormally high bids or unbalanced tenders or front-loaded tenders.

Treatment of Abnormally Low Bid/Abnormally high Bid/ Unbalanced bid

The Procuring Entity may undertake an analysis of bidders' rates, which are potentially lower/higher than the known prevailing market rates. The bidders shall be required to provide objective justification including supporting documents on derivation of their rates within stipulated time to the Procuring Entity (See Schedule G, Part I&II on Derivation of Rates). In addressing the above criteria, the following steps shall be undertaken by the Procuring Entity;

- a. **Identify:** The Procuring Entity identifies a potential Abnormally Low/High Bid based on comparison with known prevailing market rates or with the project's total cost estimate.
 - b. **Evaluate:** The Procuring Entity fully analyses the Bidder's justification provided on Schedule G to verify if it is Abnormally Low/High Bid. Due diligence may be carried out by the Procuring Entity on the bidder's documentation.
 - c. **Determination:** The Procuring Entity fully documents the decision to accept or reject the Bid and executes appropriate action(s)/recommendation(s) including but not limited to enhancement of the performance Security. In view of the above, the procuring Entity shall evaluate and analyze the Bidders' submissions against the known prevailing market rates and cost estimation guidelines. The analysis of the bidder's justification shall consider all evidence provided. Accordingly, the Procuring Entity's relevant committee shall make a recommendation to the Accounting Officer
4. Tender Evaluation (ITT 37) Price evaluation: in addition to the criteria listed in ITT 37.2 (a) – (c) the following criteria shall apply:
- i) Alternative Completion Times, if permitted under ITT 13.2, will be evaluated as follows:
NOT APPLICABLE
 - ii) Alternative Technical Solutions for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows: NOT APPLICABLE
 - iii) Other Criteria; if permitted under ITT 37.2(d): AS DETAILED IN EVALUATION CRITERIA IN SECTION 111; EVALUATION AND QUALIFICATION CRITERIA
5. Margin of Preference is: NOT APPLICABLE

6. QUALIFICATION FORM SUMMARY

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	<i>Document To be Completed by Tenderer</i>	<i>For Procuring Entity's Use (Qualification MET or NOT MET)</i>
1	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14.	TDS; ITT 13.1 (h)	
3	Conflict of Interest	No conflicts of interest in accordance with ITT 3.3	Form of Tender Confidential Business Questionnaire	
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.8	Form of Tender ITT 11.1	
5	State- owned Enterprise	Meets conditions of ITT 3.7	Forms ELI – 1.1 and 1.2, with attachments, Form of Tender	
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, Form of Tender	
7	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default for the last 5 years Non-performance shall be deemed to have occurred by evidence of: • Termination Letter • Liquidated Damages	Form CON-2 If a bidder fails to disclose, shall be disqualified Reference to be made to procuring Authority's records	
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 part xiii	

9	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in section III of evaluation criteria 7 b(vi) b 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 for the last (3) Three years.	Form CON – 2	
11	Financial Capabilities	(i) The Tenderer shall demonstrate that they have 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	Form FIN – 3.1, with attachments <i>The Financial ratio Form</i> <i>to be signed by the Auditor registered with ICPAK and one of the Directors</i> • <i>Financial Ratios</i>	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification MET or NOT MET)
		Kshs. 13,000,000 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 finance to meet the cash flow requirements on works currently in progress and for future contract commitments. (iii) Bidders shall provide audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last Two (2) years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability (as demonstrated by Financial Evaluation ratios).	<i>Computation shall be made for the following Ratios</i> -Working Capital - Debt to Equity Ratio - Current ratio - Operating Cash Flow ratio • Line of Credit • Bank statements • Etc. <i>Attachments include:</i> • Audited accounts <i>All pages must be initialed and stamped by both a practicing Auditor registered with ICPAK and one of the Directors.</i> <i>Auditor's practicing membership number from ICPAK must be indicated and a valid practicing license shall be provided.</i> <i>The financial statements shall conform to the International Financial Reporting Standards (IRFS)</i>	
12	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings 20,000,000, calculated as total certified payments received for contracts in progress and/or completed within the last 3 years, divided by 3 years.	Form FIN – 3.2	

			<i>Attachments include Financial Statements, Payment Certificates</i>	
13	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least 3 years.	Form EXP – 4.1 <i>Attach Letters of Award and Completion Certificates</i>	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	<i>Document To be Completed by Tenderer</i>	<i>For Procuring Entity's Use (Qualification MET or NOT MET)</i>

QUALIFICATION FORMS

1. FORM: 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 ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

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

2. FORM PER -1

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

1.	Title of position:	
	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:	
----	--------------------	--

	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: [insert the expected time schedule for this position (e.g. attach high level Gantt chart)]
--	---

3. FORM PER-2:

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

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

Name of Tenderer

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

		
	Fax:	
	Job title:	Years with present Procuring Entity:
		

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

Project	Role	Duration of involvement	Relevant experience
<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 Key Personnel, 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>Start Date.....End</i> <i>Date.....</i> <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>Start Date.....End</i> <i>Date.....</i> <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) my disqualification from participating in the Tender;
- c) my dismissal from the

contract. Name of Key Personnel:

[insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

Position: <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 Key Personnel, 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>Start Date.....End</i> <i>Date.....</i> <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>Start Date.....End</i> <i>Date.....</i> <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:

- d) be taken into consideration during Tender evaluation;
- e) my disqualification from participating in the Tender;
- f) my dismissal from the

contract. Name of Key Personnel:

[insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

4. FORM CON – 3(A): DECLARATION OF KNOWLEDGE OF SITE

This is to certify that

[Name/s].....

...

.....

Being the authorized representative/Agent of [Name of bidder]

.....

.....

.....

.....

Has familiarized himself/herself with the Site conditions in accordance with the Instructions to bidders and the Tender Notice for purposes of bidding for this construction project

Having studied the tender Documents, and gained knowledge of local conditions on site likely to influence the works and cost thereof, I certify that I am satisfied with the description of the works and understand the scope of works as specified and as implied in this tender.

.....

.....

..... (Signed and Stamped by Authorized Bidder's Agent/ Representative) (Designation)

FORM CON – 3(B): CERTIFICATE OF BIDDER’S VISIT TO SITE

This is to certify that

[Name/s].....

.....

.....

Being the authorized representative/Agent of [Name of bidder]

.....

.....

**THE PROPOSED CONSTRUCTION OF NANYUKI MAIN
BUS TERMINUS STALLS AND UPGRADING OF THE
BUS TERMINUS TO PAVING BLOCK FINISH
CGL/NMB/KUSP II /OT/C04/2026-2027**

held on.....day of.....20.....

Signed.....

(Employer’s Representative)

.....

.....

.....

(Name of Employer’s Representative)

.....

(Designation)

NOTE: This form is to be completed at the time of the organized site visit.

5. 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. 13.1 and title: DOCUMENTS COMPRISING THE TENDER

Tenderer's name
In case of Joint Venture (JV), name of each member: NOT APPLICABLE
Tenderer's actual or intended country of registration:
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6 ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 ☐ In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not under the supervision of the Procuring Entity 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4.2 FORM ELI -1.2

Tenderer's JV Information Form

(to be completed for each member of Tenderer's JV) Date:

NOT APPLICABLE

ITT No. and title: *NOT APPLICABLE*

Tenderer's JV name: <i>NOT APPLICABLE</i>
JV member's name: <i>NOT APPLICABLE</i>
JV member's country of registration: <i>NOT APPLICABLE</i>
JV member's year of constitution: <i>NOT APPLICABLE</i>
JV member's legal address in country of constitution: <i>NOT APPLICABLE</i>
JV member's authorized representative information Name: ____ <i>NOT APPLICABLE</i> Address: _____ <i>NOT APPLICABLE</i> Telephone/Fax numbers: _ <i>NOT APPLICABLE</i> E-mail address: ____ <i>NOT APPLICABLE</i>
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6. ☐ 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: NOT APPLICABLE

ITT No. 37 (7) vi, (a) and title: NON-PERFORMANCE

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since..... specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
☐ Contract(s) not performed since <i>[insert year]</i> 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)
..... ...			
..... ...			
.	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: Address of Procuring Entity:	<i>[insert amount]</i>

	Reason(s) for nonperformance: [indicate main reason(s)]	
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria		
☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3. ☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 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			
☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. ☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
..... <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: Address of Procuring Entity: <i>[indicate complete contract name, number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: 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: NOT

APPLICABLE

ITT No. 37 (7) b i, ii & iii and title: FINANCIAL PERFORMANCE

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)					
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 2years 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.
- (e) Attached are copies of financial statements¹ for the 2years required above; and complying with the

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: NOT APPLICABLE

ITT No.37(7) b, iii and title:

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

* 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		Kshs

2		Kshs
3		Kshs

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 Completi on Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month)]
1			Kshs		
2			Kshs		
3					
4					
5					

Signature:

Stamp and Date: (day month year):

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: NOT APPLICABLE

ITT No. and title: _____

Similar Contract No..... 	Information.....			
Contract Identification: 				
Award date:				
Completion date: 				
Role in Contract: 	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub- contractor ☐
Total Contract Amount			Kshs.....	
If member in a JV or sub- contractor, specify participation in total Contract amount	N/A			
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 ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
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				
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

OTHER FORMS

6. FORM OF TENDER

INSTRUCTIONS TO TENDERERS

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

Date of this Tendersubmission: *[Insert date (as day, month and year) of*

Tendersubmission]

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: NANYUKI MUNICIPALITY-COUNTY GOVERNMENT OF LAIKIPIA

Dear Sirs,

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

The above amount includes foreign currency amount (s) of *[state figure or a percentage and currency]* *[figures]* NOT APPLICABLE *[words]* NOT APPLICABLE.

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

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

- i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
 - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
 - iii) Tender-Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;
 - iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
 - v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
- Vi Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; Or
- Option 2, in case of multiple lots:
- a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
 - b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- vii) Discounts: The discounts offered and the methodology for their application are:
 - viii) The discounts offered are: *[Specify in detail each discount offered.]*
 - ix) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
 - x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
 - xi) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
 - xii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
 - xiii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Project Manager, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
 - xiv) State-owned enterprise or institution: *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the requirements of ITT 3.8]*;
 - xv) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount
-------------------	---------	--------	--------

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

- xvi) Binding Contract: We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- xvii) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- xix) Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from www.ppra.go.ke 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

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

(a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	..... .....
2	Reference Number of the Tender	..... .....
3	Date and Time of Tender Opening	..... .....
4	Name of the Tenderer	..... .....
5	Full Address and Contact Details of the 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.	Kshs
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 NOT APPLICABLE 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).....

iii) Issued Kenya Shillings

(Equivalent).....

.....

iv) 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.

a. 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			

b. 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.		
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-		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	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 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:

Signature:.....

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 deposed to herein above is true to the best of my knowledge, information and belief.

.....
.....
(Title)

(Signature)

(Date)

Bidder Official Stamp

FORM SD2

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

I, of P. O. Boxbeing 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
.....
2. *(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.
3. 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.
4. 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)*
5. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
6. THAT what is deponed to herein above is true to the best of my knowledge 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... P. O. Box 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 sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.
3. Requirements

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

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

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

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “obstructive practice” is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

“fraudulent practice” includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by 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.

Name of Authorized
Signatory.....

Designation
.....

Signature, Date and
Stamp.....

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 (TENDER BOND)

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

BOND NO. _____

1. BY THIS BOND _____ *[name of tenderer]* as Principal (hereinafter _____ called “the _____ Principal”), and _____, authorized to transact business in KENYA, as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____ as Obligee (hereinafter called “the Procuring Entity”) in the sum of *[amount of Bond]* _____, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the _____ day of _____, for the supply of _____ *[name of Contract]* ~~(hereinafter called the “Tender”)~~.
3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or
(ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

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

4. The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 30 days after the date of expiration of the Tender Validity Period set forth in the Principal's Letter of Tender or any extension thereto provided by the Principal.
5. IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this _____ day of _____ 20_____.

Principal: _____
Corporate Seal (where appropriate)

Surety _____
:

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

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]

8. COMMITMENT TO PROVIDE BENEFICIAL OWNERSHIP INFORMATION

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

1. THAT I am the Chief Executive Officer/Managing Director/Principal Officer/Director/ Authorized
Officer of..... (*Insert name of the Company*) who is
a Bidder in respect of Tender No..... for (*Insert tender
title/description*) advertised by (*Insert name of the Procuring entity*) (the Procuring Entity)
and duly authorized and competent to make this statement.

2. THAT I do hereby commit to provide Beneficial Ownership Information in conformity with the Beneficial
Ownership Disclosure Form to the procuring entity upon receipt of notification of award in the event we are the
successful tenderer in this subject procurement proceeding. I fully understand that failure to furnish the
procuring entity with the Beneficial Ownership Information within the period provided for in the letter of
award shall invalidate my award and may considered as refusal to enter into a written contract which is
punishable under Section 41(1) (e) of the Public Procurement and Asset Disposal Act, 2015.

Name of the

Firm/Company.....

Registered Physical Address of the

Company..... Posta

Address.....

..... Telephone No..... Mobile Number

..... Email Address

.....

Name of Authorised

Signatory.....

Designation

.....

Signatory.....

.....

Date.....

..... Witnessed by

.....

Signature of

Witness.....

Date.....

.....

BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer pursuant to Regulation 4 of the Companies (Beneficial Ownership Information) (Amendment) Regulations, 2022. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.: _____ *[insert identification no]* Name of the Tender Title/Description:

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

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

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

Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	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)	directly or indirectly exercises significant influence or control over the tenderer /company (Yes / No)
	Full Name		Directly----- % of shares	Directly..... % of voting rights		
	National identity card number					

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	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)	directly or indirectly exercises significant influence or control over the tenderer /company (Yes / No)
1.	or Passport number		Indirectly----- % of shares	Indirectly----- % of voting rights		
	Personal Identification Number (where applicable)					
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
2.	Full Name		Directly----- % of shares	Directly..... % of voting rights		
	National identity card number or Passport number					
	Personal Identification Number (where applicable)		Indirectly----- % of shares	Indirectly----- % of voting rights		
	Nationality					
	Date of birth [dd/mm/yyyy]					

Postal address				
Residential address				
Telephone number				
Email address				
Occupation or profession				

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	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)	directly or indirectly exercises significant influence or control over the tenderer /company (Yes / No)
3. e.t. c					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 5 of the Companies (Beneficial Ownership Information) (Amendment) Regulations, 2022

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

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

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

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

Bidder Official Stamp/ Company Seal.

PART II - WORK REQUIREMENTS

SECTION VI - SPECIFICATIONS

SECTION VI –A: STANDARD SPECIFICATIONS

Standard Specifications shall refer to the Standard Specifications for Roads and Bridge Construction, published by the Ministry of Transport and Communications, Republic of Kenya, 1986 Edition, and the General Specifications for Building Works, 1976 Edition, published by the Ministry of Public Works, Republic of Kenya, together with all applicable Kenya Bureau of Standards (KEBS) specifications, codes of practice, and other relevant statutory requirements, which shall be applicable to this contract

SECTION VI –B SPECIAL SPECIFICATIONS

Special specification is supplementary to the Standard Specifications and the two must be read in conjunction. In any case where there appears to be conflict between the two then the Special Specifications will take precedence.

The project road is located in Nanyuki Municipality, Laikipia County.

102 EXTENT OF CONTRACT

The works to be executed under the Contract comprise mainly of but not limited to the following:

-

1. Road/Civil works

- Site clearance
- Earthworks
- Subgrade, sub base, base and surface layers formation
- Road furniture works

2. Building works

- Site clearance
- Setting out
- Earthworks
- Sub structure & Superstructure
- Mechanical, Electrical & Plumbing
- Finishes

3. Maintenance of passage of traffic through and around the works.

4. Maintenance of works during contract period. Defects liability period shall be 6 months.

SPECIFIC SPECIFICATIONS FOR ROAD WORKS

401 SITE CLEARANCE

Site Clearance shall be carried out as directed by the Engineer.

402 REMOVAL OF TOPSOIL

Topsoil shall include up to 200mm depth of any unsuitable material encountered in existing or newly constructed drains, drainage channels, and accesses.

403 REMOVAL OF STRUCTURES, FENCES AND OBSTRUCTIONS

When instructed by the Engineer, the Contractor shall demolish or remove any structure and payment for this shall be made on day works basis.

SECTION 5 - EARTHWORKS

504 PREPARATION PRIOR TO FORMING EMBANKMENT

Where benching is required for existing pavement to accommodate earthworks subgrade or subbase for widening the road, the rate for compaction of existing ground shall be deemed to cover this activity.

Excavation in the pavement of the existing road shall be kept dry. In the event of water penetrating the underlying layer, construction of the subsequent layers shall be postponed until the underlying layers are dry enough to accommodate the construction plant without deforming or otherwise showing distress.

Step construction shall be carried out per layer at the joint where excavating both vertically and perpendicular to the direction of the travel. The step shall be 500mm perpendicular to the direction of the travel and 150mm vertical unless otherwise instructed by the Engineer.

Special care shall be taken when compacting the new material at the joint ensuring that specified density is achieved.

505 CONSTRUCTION OF EMBANKMENTS

Only material approved by the Engineer shall be used for fill in embankments. Material with high swelling characteristics or high organic matter content and any other undesirable material shall not be used, unless specifically directed by the Engineer. Unsuitable material shall include:

- (i) All material containing more than 5% by weight of organic matter (such as topsoil, material from swamps, mud, logs, stumps and other perishable material)
- (ii) All material with a swell of more than 3% (such as black cotton soil)
- (iii) All clay of plasticity index exceeding 50.
- (iv) All material having moisture content greater than 105% of optimum moisture content (Standard Compaction)

Subgrade: Shall mean upper 300mm of earthworks either insitu or in fill and subgrade shall be provided for as part of earthworks operation and payment shall be made as "fill". The material for subgrade shall have a CBR of not less than 10% measured after a 4 day soak in a laboratory mix compacted to a dry density of 100% MDD (AASHTO

T99) and a swell of less than 1%.

Subgrade repair: Where directed by the Engineer, any localized failure in the subgrade shall be repaired by filling in selected soft, hard or natural of minimum CBR 30% and compacted in accordance with clauses in the specifications applying to normal subgrade.

Embankment repair: Where directed by the Engineer, any localized filling in soft, hard or natural; selected material requirements shall be executed in accordance with Clause 505.

508 COMPACTION OF EARTHWORKS

At pipe culverts, all fill above ground level around the culverts shall be compacted to density of 100% MDD (AASHTO T.99) up to the level of the top of the pipes or top of the surround(s), if any and for a width equal to the internal diameter of the pipe on either side of the pipe(s) or surround(s) as applicable.

At locations adjacent to structures, all fill above ground level upto the underside of the subgrade shall be compacted to density of 105% MDD (AASHTO T.99). In case of fill around box culverts this should be carried out for the full width of the fill and for a length bounded by the vertical plane passing through the ends of the wingwalls.

Notwithstanding the provision of clause 503 of the standard Specification, Compaction of subgrade material (i.e. material immediately below formation) in cut areas shall not be carried out by the contractor in areas where the formation is formed in hard material, unless specific instructions to the contrary are issued by the Engineer.

Where improved sub-grade material shall be required, this shall be compacted and finished to the same standards and tolerances as those required for normal subgrade and clauses in the specifications applying to normal subgrade shall also apply.

511 BORROW PITS

The first part of the Standard Specification is amended as follows:-

Fill material which is required in addition to that provided by excavation shall be obtained from borrow pits to be located and provided by the Contractor but to the approval of the Engineer contrary to what has been stated.

517 MEASUREMENT AND PAYMENT

Notwithstanding the provisions of clause 517 of the standard specifications, the rate for compaction of fill in soft material shall allow for the requirements of clause 508 of the special specification and no extra payment shall be made for compaction around pipe culverts (100% MDD AASHTO T.99).

SECTION 6 - QUARRIES, BORROW PITS, STOCKPILES AND SPOIL AREAS 601 GENERAL

Notwithstanding any indications to the contrary in the Standard specification the Engineer will not make available to the Contractor any land for quarries, borrow pits, stockpiles and spoil areas, except for those areas in road reserves specifically approved by him.

The contractor will be entirely responsible for locating suitable sources of materials complying with the Standard and Special Specifications, and for the procurement, Wining, haulage to site of these materials and all costs involved therein. Similarly the contractor will be responsible for the provision and costs involved in providing suitable areas for stockpiling materials and spoil dumps. Should there be suitable sites for spoil dumps or stockpiles within the road reserve forming the site of the works the Contractor may utilize these subject to the approval of the Engineer.

No additional payment will be made to the Contractor to cover costs arising from the requirements for this Clause and the Contractor must include these costs in the rates inserted into the Bills of Quantities.

602 MATERIAL SITES

The information on possible material sites is given for the general guidance of bidders. Bidders are however advised to conduct their own investigation as the information contained therein is neither guaranteed nor warranted

603 PROVISION OF LAND

Notwithstanding any indications to the contrary in the Standard specification the Engineer will not make available to the Contractor any land for quarries, borrow pits, stockpiles and spoil areas, except for those areas in road reserves specifically approved by him.

The contractor will be entirely responsible for locating suitable sources of materials complying with the Standard and Special Specifications, and for the procurement, Wining, haulage to site of these materials and all costs involved therein. Similarly the contractor will be responsible for the provision and costs involved in providing suitable areas for stockpiling materials and spoil dumps. Should there be suitable sites for spoil dumps or stockpiles within the road reserve forming the site of the works the Contractor may utilize these subject to the approval of the Engineer.

No additional payment will be made to the Contractor to cover costs arising from the requirements for this Clause and the Contractor must include these costs in the rates inserted into the Bills of Quantities.

605 SAFETY AND PUBLIC HEALTH REQUIREMENTS

In addition to clause 605, the contractor shall allow for professionals to conduct lectures to the workers regarding the spread of HIV/Aids.

SECTION 7 - EXCAVATION AND FILLING FOR STRUCTURES

703 EXCAVATION OF FOUNDATIONS FOR STRUCTURES

Unless otherwise instructed by the Engineer, all excavated surfaces in material other than hard material, on which foundations for structures shall be placed, shall be compacted to 100% MDD (AASHTO T.99) immediately before structures are constructed.

Paragraph 4, last line: - Replace "95%" with "100%".

707 BACKFILLING FOR STRUCTURES

Unless otherwise instructed by the Engineer, all backfilling material shall be compacted to a minimum of 100% MDD (AASHTO T.99).

709 EXCAVATIONS FOR RIVER TRAINING AND NEW WATER COURSES

Payments for river training and establishment of new watercourses shall only be made where such work constitute permanent works. Works done for road deviation or other temporary works shall not qualify for payment.

710 STONE PITCHING

Stone pitching to drains, inlets and outlets of culverts to embankments and around structure shall consist of sound unweathered rock approved by the Engineer.

The stone as dressed shall be roughly cubical in shape with minimum dimensions of 150 x 150mm for normal thickness of stone pitching.

The surface to receive the pitching shall be compacted and trimmed to slope and the stone laid, interlocked and rammed into the material to give an even finished surface.

In areas where stone pitching has been damaged, the Contractor shall identify such areas and notify the Engineer for his agreement of the extent of the Works required and his approval and instructions to proceed with the Works. Stone Pitching Repair and Reconstruction shall be carried out in accordance with Clause 710 of the Standard Specifications.

The Works shall involve removal of the damaged stone pitching and reconstruction of the said areas in accordance with Clause 710 of the Standard Specifications by use of the sound salvaged material together with any necessary additional material where all such materials shall comply with Section 7 of the Standard Specifications.

Contrary to clause 713 of the standard specifications, the rates inserted for stone pitching shall allow for grouting.

711 GABIONS

Where instructed by the Engineer the Contractor will install gabions as protection works to washout areas or bridge Piers and or Abutments. Gabions shall be constructed in accordance with Clause 711 of the Standard Specification.

In cases where existing gabions have been damaged, the Contractor shall identify them and notify the Engineer for his agreement of the extent of the Work required and his approval and instructions to proceed with the Works.

The Works shall involve removal of the damaged gabions / rocks, excavation to the correct levels and grades as directed by the Engineer, and in accordance with Clause 711 of the Standard Specifications and reconstruction with new gabions and other necessary materials as necessary. The damaged gabions

shall be recovered and transported to the nearest Nanyuki Municipality Yard or Nanyuki Municipality Public Works Department Depot.

712 RIP-RAP PROTECTION WORK

Quarry waste or similar approved material shall be used to backfill scoured and eroded side, outfall and cut-off drain. The material shall be compacted to form a flat or curved surface preparatory to stone [pitching of drainage channels, existing and new scour checks as directed by the Engineer.

The surface to receive the pitching shall be compacted and trimmed to slope and the stone hand laid, interlocked and rammed into the material to give an even finished surface. The interstices of the Pitching shall be rammed with insitu material. The insitu material immediately behind the pitching shall be compacted to minimum density of 100% MDD compaction (AASHTO T.99)

714 BACKFILL BELOW STRUCTURES

Where instructed this shall be carried out in compliance with the requirements of Clause 507 and 804 of the Standard Specification.

SECTION 8 - CULVERTS AND DRAINAGE WORKS

801 SCOPE OF SECTION

The operations specified in this section apply to the installation of drainage works and reinstatement and improvement of the same.

In addition, this Section covers: -

- Extending of existing 450mm, 600mm and 900mm diameter pipes to be compatible with the increased road width or access.
- Desilting and cleaning of existing pipes and outfall drains to make them free flowing.

804 EXCAVATION FOR CULVERTS AND DRAINAGE WORKS

In the Standard Specifications, make the following amendments: -

(a) In paragraph 6, line 3, and in paragraph 7, line 5 and in paragraph 11, line 6, delete "95%" and insert "100%".

(b) Removal of Existing Pipe Culverts

Where instructed by the Engineer, the Contractor shall excavate and remove all existing blocked or collapsed culvert pipes of 450mm, 600mm and 900mm diameter including concrete surround, bedding, inlet and outlet structure.

The void left after removal of culvert pipes shall be widened as necessary to accommodate new concrete bedding, pipe and haunching.

The payment of this work shall be per linear metre of pipes removed, and the volume in m³ of inlet/outlet structure removed. The void left by removal of these pipes shall be carefully preserved in order to accommodate replacement of 450mm, 600mm or 900mm diameter pipe culverts as shall be directed by the Engineer.

(c) Removal of Other Existing Drainage Structures

When instructed by the Engineer, the Contractor shall demolish or remove any other structure and payment for this shall be made on day work basis.

(d) Excavation for Culverts and Drainage Works

The Contractor shall carry out all excavations for new culverts and drainage works to the lines, levels, inclinations, and dimensions shown on the drawings or as instructed by the Engineer.

805 EXCAVATION IN HARD MATERIAL

In the Standard Specifications, Sub-clauses 805(a) and 805 (b) delete "95%" and insert "100%".

In sub-clause 809(a), paragraph 1, line 1, substitute "95%" with "100%".

In sub-clause 809(c), paragraph 2, line 4, between the words "compacted" and "and shaped" insert the words "to 100% MDD (AASHTO T.99)".

Hard material is material that can be excavated only after blasting with explosives or barring and wedging or the use of a mechanical breaker fitted with a rock point in good condition and operated correctly. Boulders of more than 0.2m³ occurring in soft material shall be classified as hard material. 809

BEDDING AND LAYING OF PIPE

CULVERTS

Concrete pipes shall be laid on a 150mm thick concrete bed of class 15/20 and the pipes shall be bedded on a 1:3 cement: sand mortar at least 50mm thick, 150mm wide and extending the full length of the barrel.

The rates inserted shall allow for compaction of the bottom of excavation to 100% MDD (AASHTO T.99).

810 JOINTING CONCRETE PIPES

The concrete pipes for the culverts shall have ogee joints and will be jointed by 1:2 cement: sand mortar and provided with fillets on the outside as described in clause 810 of the Standard Specification.

812 BACKFILLING OVER PIPE CULVERTS

In the Standard Specifications, clause 812

- a) Wherever the expression "dry density of 95% MDD (AASHTO T. 99)" occurs delete and replace with "dry density of 100% MDD (AASHTO T.99)".

The rates entered for laying of pipe culverts shall allow for backfilling to pipe culverts and compacting to 100% MDD (AASHTO T.99) and these works shall not be measured and paid for separately.

814 SUBSOIL DRAINS

In the event of excavation for repairs exposing local seepage, springs or unacceptably high water table, the Engineer may instruct the provision of counter fort or French drains.

These drains shall consist of a trench excavated to the alignment, width, depth and gradient instructed by the Engineer, and backfilled with approved compacted clean hard crushed rock material as specified in clause 815 of the standard specification. Where these drains lie within the carriageway the carriageway shall be reinstated with compacted stabilized gravel and surfaced with hot asphalt or a surface dressing as instructed by the Engineer.

815 INVERT BLOCK DRAINS AND HALF ROUND CHANNELS

Invert Block Drains and Half Round Channels shall be constructed as shown in the drawings provided in accordance with the Standard Specifications where directed by the Engineer.

817 REPAIRS TO DRAINS

817.1 Cleaning and Repair of Existing Drains

In areas of existing side drains, mitre or outfall drains where such are blocked, the Engineer shall instruct the Contractor to clean and clear the drains to free flowing condition.

The work shall consist of:

- (a) Stripping and removal of any extraneous material to spoil including vegetation and roots in the drains to the satisfaction of the engineer.
- (b) Spreading of any spoil to the satisfaction of the Engineer.

Shaping the drains to free flowing condition as directed by the Engineer.

Removing any broken side slabs for inverted block drains and replacing with a new removing any broken inverted block drains and replacing with a new one well jointed.

Measurement and Payment for cleaning drains shall be by linear metre of drain cleaned measured as the product of plan area and vertical depth of extraneous material instructed to be removed. No extra payment will be made for removal of vegetation and roots.

817.2 Channels

The Engineer may instruct that the Contractor provides open channels in place of existing subdrains where the latter may be damaged or in any other place. The rates entered by the Contractor in the bills of quantities must include for removal and disposal of any subdrain material, excavation to line and level, backfilling and compaction as directed by the engineer. The channels shall be constructed of precast class 20/20 concrete of minimum 80mm thickness and lengths or widths not exceeding 1000mm. Joints shall be at least 15mm wide filled with 1:2 cement sand mortar.

817.3 Rubble fills for protection work

Quarry waste or similar approved material shall be used to back fill scoured and eroded side, outfall and cut-off drains. The material shall be compacted to form a flat or curved surface preparatory to stone pitching of drainage channels, existing and new scour checks as directed by the Engineer.

817.4 Stone Pitching

Stone pitching shall be constructed in accordance with clause 710 of the standard Specification.

817.5 Gabions

Gabions shall be constructed in accordance with clause 711 of the standard Specification.

817.6 Spoil Material

The Contractor shall be responsible for removal from site of all materials excavated in the course of undertaking works in this section of the specifications, unless suitable for re-use, and deposit of the material in a spoil dump to be approved by the Engineer.

818 SCOUR CHECKS

Scour checks are to be constructed in mass concrete in accordance with clause 818 of the standard Specifications and the drawings as shall be provided.

819 CLEANING AND MAINTENANCE

819.1 Desilting of Pipe Culverts

Where instructed, Contractor shall desilt the existing pipe culverts by removing all the material from the pipe to make them clean and free flowing.

Measurement and payment shall be by the linear metres of pipes de-silted, regardless of diameter size.

SECTION 9 - PASSAGE OF TRAFFIC

901 SCOPE OF THE SECTION

The Contractor shall so arrange his work to ensure the safe passage of the Traffic at all times and if necessary construct and maintain an adequate diversion for traffic complete with all the necessary road traffic signs.

The contractor shall provide to the satisfaction of the Engineer adequate warning signs, temporary restriction signs, advance warning signs, barriers, temporary bumps and any other device and personnel equipped with two way radios to ensure the safe passage of traffic through the works.

When carrying out the Works the Contractor shall have full regard for the safety of all road users.

The Contractor shall also provide sign posts and maintain to the satisfaction of the Engineer all deviations necessary to complete the works. The contractor should allow for the costs of complying with the requirements of this clause in his rates.

The contractor will be deemed to have inspected the site and satisfied himself as to the adequacy of his bid for these works and no additional payments will be made to the contractor for any expenditure on traffic control or the provision of deviations. The employer shall not be liable for inadequate prior investigations of this nature by the contractor.

903 MAINTENANCE OF EXISTING ROADS

The Contractor shall when instructed, maintain the existing project road ahead of works using compacted asphalt concrete type I in accordance with the provisions in clause 1601B – 1607B of the Special Specifications or gravel material depending on the nature of the wearing course surface.

904 CONSTRUCTION OF DEVIATIONS

(a) General

In addition to requirement of this clause, the Contractor shall when instructed construct and complete deviations to the satisfaction of the Engineer before commencing any permanent work on the existing road. Also during these works the contractor is supposed to provide a detour of adequate pipe culverts for pedestrian and traffic crossing where there is bridge works.

Subject to the approval by the Employer, the Contractor may maintain and use existing roads for deviation. Payment for this, made in accordance with clause 912 (a) (i), shall be by the Kilometre used depending on the type of road used, whether bituminous or earth/gravel. The rates shall include for the provision of materials and the works involved.

b) Geometry

The carriageway width of the deviations shall not be less than 6m wide and suitable for 2-way lorry traffic unless otherwise specified.

c) Construction

Unless otherwise instructed gravel wearing course for the deviation shall be 150mm compacted thickness complying with section 10 of the Standard Specification. The Contractor shall allow in his rate for removal of any

unsuitable material before placing of gravel wearing course, as this will not be paid for separately.

In addition to provision of this clause, Contractor is required to sprinkle water at least 4 times a day at the rate of 1 to 1.4 litres/M² in regular interval to minimize the effects of dust. Latest sprinkling time shall be one hour before the sunset.

Where existing neighboring roads are used as deviation, Contractor shall carry out repairs and maintenance in parent materials used for the existing base and surfacing of the road being used.

906 PASSAGE OF TRAFFIC THROUGH THE WORKS

The Contractor shall arrange for passage of traffic through the works during construction whenever it is not practicable to make deviations.

Any damage caused by passing traffic through the works shall be made good at the contractor's own cost.

907 SIGNS, BARRIERS AND LIGHTS

Contractor shall provide signs, barriers and lights as shown in the drawing in Book of Drawings at the locations where the traffic is being carried off the existing road to the deviation and back again to existing road. The Contractor shall provide ramps and carry out any other measures as instructed by the Engineer to safely carry traffic from the road to deviation.

Contrary to what has been specified in this clause the road signs provided shall be fully reflectorized and in conformity with clause 9.1 of the "Manual for Traffic Signs in Kenya Part II".

909 ASSISTANCE TO PUBLIC

In addition to provision of clause 909, Contractor shall maintain close liaison with the relevant authorities to clear any broken down or accident vehicles from the deviations and the main road, in order to maintain smooth and safe flow of the traffic. Further, the Contractor shall provide a traffic management plan to be approved by the Engineer before the commencement of any construction works and execute the same, to the satisfaction of the Engineer, during the entire period of project implementation. A draft traffic management plan shall be submitted with Bid.

912 MEASUREMENT AND PAYMENT

Construct Deviation

Road Deviation

The Contractor shall be paid only 50% of the rate for this when he completes deviation road to the satisfaction of the Engineer. The balance shall be paid in equal monthly instalments over the contract period, as he satisfactorily maintains the deviation (as per clause 904 and 905 above) when it is in operation.

Where existing neighboring road has been used as deviation, payment shall be by the kilometer rate and shall include the cost of repairs and maintenance of the road carried out in parent base and subbase materials.

Deviation using Pipe Culverts

The Contractor shall be paid only 50% of the rate for this when he completes deviation to the satisfaction of the Engineer. The balance shall be paid in equal monthly

instalments over the contract period, as he satisfactorily maintains the deviation when it is in operation. The Contractor shall be paid full amount when the bridge under construction will be in use.

Maintain existing road

Asphalt Concrete or gravel for maintaining the existing road shall be measured by the cubic meter placed and compacted upon the road

Passage of traffic through the works

Payment shall be made on Lump Sum basis. Assistance to

Public

The Contractor will be deemed to have included cost of this item in other items and no separate payment shall be made.

SECTION 10 – GRADING AND GRAVELLING

1001 GENERAL

Grading covers the works involved in the reinstatement of the road carriageway to the camber by removing the high points and filling up gullies, corrugations and wheel ruts to restore smooth running surface. Graveling consists of excavation, loading, hauling, spreading, watering and compaction of gravel or softstone wearing course material on the formation of the road carriageway.

Ditch and Shoulder grading

The activity consists of cutting of a V – ditch and reinstating or reforming of the shoulders of road using either Towed or Motor grader.

Carriageway grading

(i) Light grading

This consists of trimming of the carriageway to control roughness and corrugations using either a towed grader or a motorized grader.

(ii) Heavy grading

This consists of scarifying the existing carriageway surface, cutting high spots and moving materials to fill potholes, corrugations and wheel ruts and reshaping of the surface to the specified camber, using either a towed grader or a motorized grader. All loose rocks, roots, grasses shall be removed and disposed well clear off the drains.

Heavy grading will be considered if 70% of the road has potholes, corrugations and wheel ruts of over 200mm deep.

The material shall be bladed toward the center of the road starting from both edges until the specified camber is achieved.

1002 MATERIALS

Gravel shall include lateritic gravel, quartzitic gravel, calcareous gravel, decomposed rock, soft stone/quarry waste material, clayey sand and crushed rock.

1003 MATERIAL REQUIREMENTS

Gravel material shall conform to the requirements given below:

GRADING REQUIREMENTS		AFTER
COMPACTION		
Sieve (mm)	% by weight passing	
40	100	
28	95 – 100	
20	85 – 100	
14	65 – 100	
10	55 – 100	
5	35 – 92	
2	23 – 77	
1	18 – 62	
0.425	14 – 50	
0.075	10 - 40	
PLASTICITY INDEX REQUIREMENTS PI		
Zone	Min	Max

WET	5	15
DRY	10	25

BEARING STRENGTH REQUIREMENTS		
Traffic Commercial VPD	CBR	DCP Equivalent mm/Blow
Greater than 15	20	11
Less than 15	15	14
CBR at 95% at MDD, Modified AASHTO and 4 days soak		
Lower quality material (CBR 15) may be accepted if no better material can be found		

NB: Wet Zone – mean annual rainfall greater than 500mm
Dry Zone – mean annual rainfall less than 500mm

SECTION 12 - NATURAL MATERIAL SUBBASE

AND BASE 1201 GENERAL

Where instructed by the Engineer, the Contractor shall undertake repairs, widening and reprocessing to the existing carriageway and shoulders in accordance with sections 12 and 14 of the Special Specifications.

a) Areas to be scarified and reprocessed

The contractor will scarify, add new material and reprocess sections as determined by the Engineer.

b) Pavement repairs

The Contractor will carry out repairs to base and subbase as directed by the Engineer and according to Specifications given in Sections 12 and 14 of the Standard Specifications.

c) Pavement widening

The Contractor shall, as directed by the Engineer, bench and compact the subgrade to 100% MDD (AASHTO T99), provide lay and compact material for subbase and base as directed by the Engineer and in accordance with Sections 5 and 12 of the Standard Specifications.

1203 MATERIAL REQUIREMENTS

Natural materials for base and subbase shall conform to the specifications given in Section 12 of the Standard Specifications for Road and Bridge Construction for cement and lime improved base and subbase.

1209 MEASUREMENT AND PAYMENT

Natural material for subbase and base shall be measured by the cubic metre placed and compacted upon the road calculated as the product of the compacted sectional area laid and the length.

1210 HAND PACKED STONE

Hand packed stone base is a layer of hand laid stone of defined size and durable in nature, laid in a manner such that when proof rolled and compacted it forms a stable and dense matrix as a road base.

a) Material for Hand Packed Stone Base

This shall consist of durable stone with nominal base dimensions of 75 mm square and minimum height of 150 mm or when compacted to give a layer of 150 mm. The stone shall be class C with the following requirements:

LAA 45 max

ACV 32 max

SSS 12 max

FI 30 max

CR 60 min.

It shall be free from foreign matter. The fines passing 0.425 mm sieve shall be NONPLASTIC

b) Laying

The stone shall be laid by hand closely together. The stone shall be carefully bedded and tightly wedged with suitable spalls. The base of the stone shall alternate with the apex in all directions or as directed by the Engineer. The layer shall be proof rolled with a loaded scrapper or truck with a minimum axle load of 8 tonnes in the presence of the Engineer who shall approve of its stability before compaction.

c) Compaction

This shall be by a steel wheeled roller of at least five tonnes per metre width of roll. It shall consist of four static runs or until there is no movement under the roller. There shall follow vibratory compaction until an average dry density of 85% minimum of specific gravity of stone has been achieved. No result shall be below 82% of specific gravity. The surface of the compacted layer shall then be levelled by quarry dust (0/6 mm). The dust shall have the following specifications:

The stone shall be class C Grading

Sieve Size	% Passing
10	100
6.3	90-100
4	75-95
2	50-70
1	33-50
0.425	20-33
0.300	16-28
0.150	10-20
0.075	6-12

The dust shall be free from foreign matter and fines passing 0.425 mm sieve shall be NON-PLASTIC. The maximum layer shall be 40 mm or as directed by the Engineer

d) Measurement and Payment

Payment shall be by the cubic metre laid (m^3). Measurement of volume shall be determined as the product of length and compacted thickness laid. The rate quoted for this item should include the cost for laying the levelling quarry dust layer, as no extra payment shall be made for this layer.

1211 REPROCESSING EXISTING PAVEMENT LAYERS

(a) General

The existing surfacing and the base shall be reprocessed with additional material and the composite mixture shall be compacted to form the subbase layer.

Before commencement of the work the Contractor shall propose plants and equipments he proposes to use for this activity.

The Contractor after approval of his proposal shall carry out test section in accordance with Section 3 of the Standard Specifications.

(b) The existing surfacing and base course shall be broken up to specified depth and

reprocessed in place, where required. The underlying layers shall not be damaged, and material from one layer may normally not be mixed with that of another layer. Where unauthorized mixing occurs or where the material is contaminated in any way by the actions of the Contractor, and the contaminated material does not meet the specified requirements of for the particular layer, he shall remove such material and replace it with other approved material, all at his own expense.

- (c) Any mixture composition of the new layer must not contain more than 30% of the bituminous material by volume. The mixture must not contain pieces of bound bituminous material larger than 37.5mm, and any such material shall be removed at the Contractor's cost.
- (d) The requirements for imported material used in the respective pavement layers shall comply with the limitations, norms, sizes and strengths specified in the Standard Specifications clause 1203(b) and (d) and shall be worked as per Section 14 of the Standard Specification.
- (e) Material reworked in-situ or that obtained from existing pavement is not expected to comply with the material requirements but the reworking should achieve the specified requirements.
- (f) Where the thickness of any existing pavement layer requires to be supplemented within reprocessing and the thickness of the additional material after compaction will be less than 100mm, the existing layer shall be scarified to a depth that will give a layer thickness of at least 100mm after compacting the loosened existing and the additional material.

Controlling the Reworked Depth

The Contractor shall submit a proven method to method to control the depth of excavation, or layer to be reworked, to the Engineer for approval. The Engineer may order a trial section to be reprocessed before any major length of the road is rehabilitated.

Excavations

Excavations in the pavement shall be kept dry. In the event of water penetrating the underlying layers, construction of the consecutive layers shall be postponed until the underlying layers are dry enough to accommodate the construction plant without deforming or otherwise showing distress.

Step construction shall be carried out per layer at the joint when excavating, both longitudinally (if appropriate) and perpendicular to the direction of travel. The step width shall be 500mm perpendicular to the direction of travel, and 150mm long longitudinally, unless otherwise instructed by the Engineer.

Special care shall be taken when compacting the new material at the joint, ensuring that the specified density is achieved.

Measurement and Payment

- (a) Item: In-situ reprocessing of existing pavement layers as subbase compacted to specified density (95% MDD AASHTO T180) and thickness.

Unit: M³

The tendered rate shall include full compensation for breaking up the existing pavement layer to specified depth, breaking down and preparing the material and the spreading and mixing in of any additional material

- (b) Item: The addition of extra gravel to subbase.

Unit: M³

The tendered rate shall include full compensation for procuring and addition of the material to the in-situ scarified layers and the transportation of the material over unlimited free-haul distance. The tendered rates will also include full compensation for prospecting for materials and any payments necessary to acquire the specified quality material.

- (c) Excavation of existing bituminous pavement materials including unlimited free-haul.

Unit: M³

The tendered rates shall include full compensation for excavating the existing bituminous material from the pavement layers and for loading, transporting the material for unlimited free-haul, off-loading and disposing of the materials as specified.

- (d) Excavation of the existing pavement

Unit: M³

The tendered rate shall include full compensation for excavating the existing material from the pavement layers and for loading, transporting the material for unlimited free-haul distance, off-loading and disposing of the material as specified.

Payment will only be made for breaking up and excavating existing pavement layers to the specified depth if the material is to be removed to spoil.

Environmental, Social, Health and Safety (ESHS) Requirements for Contractors.

The Contractor shall demonstrate the technical capacity, experience, and commitment to implement Environmental, Social, Health and Safety (ESHS) requirements throughout the Contract period. The Contractor shall Comply with all applicable national legislation, project-specific requirements, Employer's Environmental and Social Management Framework provided for in the ESIA report, World Bank Social and Environment Safeguards and international good industry practice.

The Contractor shall submit the following ESHS documentation as part of the bid.

- a) A documentation of key ESHS Personnel detailing their experience, the personnel will be responsible for the implementation of all ESHS requirements. The contractor shall provide their CV, Academic and professional certificates and evidence of similar project experience. The key Environment and Social Safeguards Officer will have the minimum qualification of a Degree in Environmental Management and Occupation health and Safety Qualification. The officer shall have a minimum experience of 5years.
- b) Statutory Compliance with all applicable laws. The Contractor shall ensure that he is in compliance with all statutory Legal and Regulatory Requirements provided for in the Environment and Social Impact Assessment Report and any other Law applicable to the project during all the project phases; the Contractor shall comply with the following laws

- ✓ Occupational Health and Safety Act (2007).
- ✓ Environment Management and Coordination EMCA Act (1999) as amended in 2015 and all its subsidiaries.
- ✓ Labour Relations Act (1995)
- ✓ Public Health Act (2012)
- ✓ Water Act (2016)
- ✓ Constitution of Kenya 2010
- ✓ Gender and non-discrimination laws.

c) Contractor Environmental and Social Management Plan (C-ESMP)

Within the period specified in the Contract after award, the Contractor shall prepare and implement a Contractor's Environmental and Social Management Plan (C-ESMP) acceptable to the Employer. The C-ESMP Shall include the implementation of the Environment and Social Management and Monitoring Plan contained in the ESIA Document. The Contractor shall include the description of Internal ESHS management systems.

The C-ESMP shall include:

- ✓ Environmental and Social Management Plan
- ✓ Occupational Health and Safety Plan
- ✓ Traffic Management Plan
- ✓ Waste Management Plan
- ✓ Emergency Preparedness and Response Plan
- ✓ Community Health and Safety Plan
- ✓ Labour Management Procedures
- ✓ Code of Conduct
- ✓ GBV/SEA-SH Prevention and Response Measures
- ✓ Stakeholder Engagement Procedures
- ✓ Incident Reporting Procedures
- ✓ Pollution Prevention Measures
- ✓ Biodiversity Protection Measures (where applicable)
- ✓ Dust, Noise and Vibration Control Measures
- ✓ Water Management Plan
- ✓ Hazardous Materials Management Plan
- ✓ Rehabilitation and Site Restoration Plan

d) Personnel Training

The Contractor shall establish and implement an ESHS training programme covering all employees, subcontractors and visitors. The Contractor shall provide a proposed training covering the Site rules, ESHS obligations, Emergency Procedures, Code of Conduct of Employees, description of Community Relation and the PPEs requirements for the workers on site. The contractor shall keep and provide training records within the contract period. The contractor shall provide training for the following aspects;

- ✓ Working at heights
- ✓ Excavation safety
- ✓ Electrical safety
- ✓ Fire prevention
- ✓ First aid
- ✓ Hazard communication
- ✓ Manual handling
- ✓ Defensive driving
- ✓ Environmental awareness
- ✓ Waste segregation
- ✓ Spill response
- ✓ GBV/SEA-SH awareness
- ✓ HIV/AIDS awareness
- ✓ Communicable disease prevention

e) Occupational Health and Safety

The Contractor shall establish and maintain an Occupational Health and Safety Management System. The Contractor shall provide site specific risk assessments, Emergency Response Procedures, First Aid arrangements, Emergency Contact List, Safety inspection schedules and accidents reporting procedures. He shall consider and develop procedures for;

- ✓ Hazard identification and risk assessment.
- ✓ Safe work procedures.
- ✓ Permit-to-work systems.
- ✓ Daily toolbox meetings.
- ✓ PPE management.
- ✓ Site inspections.
- ✓ Incident investigation.
- ✓ Near-miss reporting.
- ✓ Emergency preparedness.
- ✓ Fire safety.
- ✓ First aid.
- ✓ Medical surveillance.
- ✓ Worker welfare facilities.
- ✓ Fatigue management.
- ✓ Contractor and subcontractor management.

f) Environmental Protection

The Contractor shall implement measures to prevent environmental pollution and minimize adverse impacts arising from construction activities. The contractor shall provide proposed measures for dust suppression, noise control, air emissions control, water Pollution prevention and Soil Contamination prevention control measures.

The contractor shall also provide waste management control measures including segregation, separation and recycling.

The Contractor shall provide strategies for resource efficiency for water, energy, Fuel and Material efficiency

g) Stakeholder Engagement

The Contractor shall maintain effective communication with affected communities and stakeholders throughout the Contract. The Contractor shall maintain records of all engagement on site. He shall submit a stakeholder engagement approach including:

- ✓ Community consultation procedures.
- ✓ Information disclosure methods.
- ✓ Community awareness programmes.
- ✓ Grievance Redress Mechanism (GRM).
- ✓ Vulnerable groups engagement.
- ✓ Local employment communication.
- ✓ Traffic disruption notifications.
- ✓ Utility interruption notifications.
- ✓ Emergency communication procedures.

h) ESHS Monitoring and Reporting

The Contractor shall submit regular ESHS reports including:

- ✓ Monthly ESHS performance report.
- ✓ Incident and accident reports.
- ✓ Environmental monitoring results.
- ✓ Training records.
- ✓ Inspection reports.
- ✓ Community grievance reports.
- ✓ Corrective action reports.
- ✓ Regulatory compliance reports.

BILL OF QUANTITIES



REPUBLIC OF KENYA

COUNTY GOVERNMENT OF LAIKIPIA

DEPARTMENT OF INFRASTRUCTURE

BILL OF QUANTITIES

FOR

PROPOSED UPGRADING OF NANYUKI BUS TERMINUS

AT

NANYUKI STAGE

GPS CO-ORDINATES: 286044.42 m E, 1769.90 m N

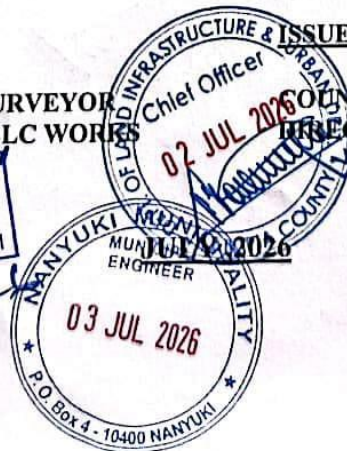
LAIKIPIA COUNTY

PREPARED BY

COUNTY QUANTITY SURVEYOR
DIRECTORATE OF PUBLIC WORKS

COUNTY QUANTITY SURVEYOR
LAIKIPIA COUNTY
DEPT. OF PUBLIC WORKS
P. O. Box 67 - 10400, NANYUKI

27/7/2026



ISSUED BY

COUNTY WORKS OFFICER
DIRECTORATE OF PUBLIC WORKS



ITEM	DESCRIPTION	KSHS
	<u>PARTICULAR PRELIMINARIES</u>	
A.	PRICING ITEMS OF PRELIMINARIES Prices SHALL BE INSERTED against items of “preliminaries” in the tenderer’s priced Bills of Quantities. The contractor is advised to read and understand all preliminary items. In the event that an item is not priced the cost is deemed to be included in the measured works/Bills of Quantities. This is a FULL contract and the prices inserted against the various items shall be for all expenses required for the proper execution of the works.	
B.	DESCRIPTION OF THE WORKS The works to be carried out under this contract involves Construction of manyuki stage stalls	
C.	MEASUREMENTS In the event of any discrepancies arising between the Bill of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with clause 22 of the Conditions of Contract. The discrepancies shall then be	
D	LOCATION OF SITE The Site for the proposed works is at NANYUKI STAGE. The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor's failure to do so will be entertained.	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT
A. B	TENDER VALIDITY PERIOD Tenders shall remain valid for a period of One Hundred and Twenty (120) days from the date of Tender Opening, and not Ninety (90) days. All Tenderers are advised to note this amendment when filling the Form of Tender TENDER SECURITY Bid bond/Tender security of Ks. 1,300,000, which be from an established bank or insurance company, shall remain valid for a period of One Hundred and Fifty (150) days from the date of Tender Opening i.e. Thirty (30) days beyond the Tender Validity Period. DEMOLITIONS AND ALTERATIONS The Contractor is to allow for all temporary protection required during the works including ordinary and special dust screens, hoardings, barriers, warning signs, etc as directed by the Project Manager and as necessary for the adequate propping and protection of existing property, finishes, workmen employed on the site, employer's agents and the public. Any damage or loss incurred due to the insufficiency of such protection must be made good by the Contractor. All protective devices are to be removed on completion of the works and any loss or damage made good to the satisfaction of the Project Manager The works shall be propped, strutted and supported as necessary before any alteration or demolition work commences. Prices shall include for all cleaning and preparatory work to structure and finishes and for making good to all finishes on completion whether or not specifically described. Unless described as set aside for re-use all arising debris and surplus materials shall be carefully removed from building and carted away from site. The Contractor shall be entirely responsible for any breakage or damage which may occur to materials required for re-use during their removal unless it is certified by the Project Manager that such damage or breakage was inevitable as a result of the condition of the item concerned	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT
A	CLEARING AWAY The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager. The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.	
B	CLAIMS It shall be a condition of this contract that upon it becoming reasonably apparent	
C	PAYMENTS The tenderer's attention is drawn to the fact that the GOVERNMENT DOES NOT MAKE ADVANCE PAYMENTS but pays for work done and materials delivered to site: all in accordance with Clause 23 of the Conditions of Contract Agreement. In order to facilitate this, a list of the general component elements for the works is given at the summary page of these specifications and the tenderer is requested to break down his tender sum commensurate to the said	
C	PREVENTION OF ACCIDENT, DAMAGE OR LOSS 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 accidents, damage or loss and disruption of activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site.	
D	WORKING CONDITIONS The Contractor shall allow in his rates for any interference that he may encounter in the course of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed, as the station will be operating as usual during the course of the contract.	
F	SIGNBOARD Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.	
i	The contractor to also allow for branding/Logo of the constructed unit including the financial year funded to the satisfaction of the project manager	
ii		

	Carried to Collection	
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ITEM	DESCRIPTION	AMOUNT
A.	LABOUR CAMPS The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.	
B	MATERIALS FROM DEMOLITIONS Any materials arising from demolitions and not re-used shall become the property of the Government of Kenya.	
C	PRICING RATES The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.	
D	SECURITY The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security	
E	URGENCY OF THE WORKS The Contractor is notified that these “ works are urgent” and should be completed within the period stated in these Particular Preliminaries. The Contractor shall allow in his rates for any costs he/ she deems that he/she may incur by having to complete these works within the stipulated contract period.	
F	PAYMENT FOR MATERIALS ON SITE All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors	
G	EXISTING SERVICES Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.	

	Carried to Collection	
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ITEM	DESCRIPTION	AMOUNT
A	<u>VALUE ADDED TAX</u> The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 section 21 (b) operative from 1st September, 1993 which requires payment of VAT on all contracts. The Contractor should therefore include allowance in his rates and prices for VAT and any other Government taes currently in force. The tenderer is advised that in accordance with Government public notice No. 35 & 36 Dated 11th September 2003 operational from 1st October 2003, VAT will be deducted against the contract sum at the prevailing rate by the Employer and remitted directly to the Commissioner of VAT through all interim certificates. it should however be noted that this is not additional tax but a new mode of payment for VAT, any excess payment will be refundable once the Contractor has submitted monthly returns to the Commisioner of VAT who will do the refunds when satisfied that the VAT regulations have been compiled with. N.B: V.A.T shall not be included in the rates but shall be given as a percentage in the grand summary page	
B.	PROJECT MANAGERS EXPENSES	

	Provide a provisional sum of Kenya Shillings One Million Kenya Shillings(Kshs 1,000,000) only for Project Manager's supervisory Allow for Contractor's profit and overheads (... .. %)	1,000,000.00
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT
A	CONTRACT COMPLETION PERIOD The contract completion period in accordance with condition 31 of the Conditions of contract must be adhered to. The 'PROJECT MANAGER' shall strictly monitor the Contractors progress in relation to the progress chart and should it be found necessary the „PROJECT MANAGER' shall inform the Contractor in writing that his actual performance on site is not satisfactory .In all such cases the Contractor shall accelerate his rate of performance production and progress by all means such as additional labour,plant, e.t.c and working overtime all at his cost.	
B	PERFORMANCE BOND A bond of 5 % of the contract sum will be required in accordance with clause 6.00 on award of contract of the Instructions to Tenderer's. No payment on account for the works executed will be made to the contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank	
C	TENDER DOCUMENTS Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's Page STD/8	

D	DELIVERY OF TENDER Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents or as indicated in the invitation to tender. Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the invitation to tender. Tenders delivered/received later than the above time will not be opened.	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT
A	PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX The following are the insertions to be made in the appendix to the Contract Agreement: - Period of Final Measurement; 3 Months From Practical Completion Defects Liability Period; 6 Months from Practical Completion Date for Possession; To be agreed with the Project Manager Date for Completion; 26 Weeks from date of Possession Liquidated and Ascertained damages; At the rate of Kshs 40,000 per day or part thereof Prime cost sums for which The Contractor desires to tender Period of Interim Certificates Monthly Period of Honouring Certificates 30 days Percentage of Certified Value Retained 10% Limit of Retention Fund 10%	

	Carried to collection	
	<u>COLLECTION</u> Brought forward from page 2 Brought forward from page 3 Brought forward from page 4 Brought forward from page 5 Brought forward from page 6 Brought forward from page 7 Brought forward from page 8 Brought forward from above	
	TOTAL CARRIED TO SUMMARY	

CIVIL WORKS

BILL NO.1	PRELIMINARIES AND GENERAL COST ITEMS				
ITEM NO.	DESCRIPTION	UNIT S	QTY	RATE	AMOUNT
1.01	Allow a provisional sum of survey	Pc Sum	1	100,000	100,000.00
1.01a	Include percentage of P.C Sum in item 1.01 for contractor's overhead and profit	%	100,000		
1.02	Allow a prime cost sum of material testing services, reagents , equipment and other Laboratory services	Pc Sum	1	200,000	200,000.00
1.02a	Include percentage of P.C Sum in item 1.02 for contractor's overhead and profit	%	200,000		
1.03	Allow a prime cost sum for the Engineer's miscellaneous account to be spent in whole or part as directed by the Engineer	Pc Sum	1	250,000	250,000.00
1.03a	Include percentage of P.C Sum in item 1.03 for contractor's overhead and profit	%	250,000		
1.04	Allow a Prime cost Sum removal and reinstatement of services.	Pc sum	1	200,000	200,000.00
1.04a	Include percentage of P.C Sum in item 1.05 for contractor's overhead and profit	%	200,000		
1.04	Provide,erect and maintain publicity sign width 1.5m by 2.4 m height erected 1.2m above ground as directed by the Engineers	No	1		
	Totals Carried to Summary				

[illegible]

ITEM	DESCRIPTION	KSHS
	<u>GENERAL PRELIMINARIES</u>	
A	PRICING ITEMS OF PRELIMINARIES AND PREAMBLES Prices will be inserted against items of Preliminaries in the Contractor's priced Bill of Quantities and Specification. The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract. Value Added Tax (V.A.T.) shall not be included in the individual prices but shall be given as a percentage in the grand summary page.	
B	ABBREVIATIONS Throughout these Bills, units of measurement and terms are abbreviated and shall be all the requirements for the proper execution of the whole of the works in the Contract. C.M.	

	Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same.	
	Total to collection	

ITEM	DESCRIPTION	KSHS
A	<u>Fix Only:-</u> "Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated),pay all demurrage charges, load and transport to site where necessary, unload, store,unpack, assemble as necessary, distribute to position, hoist and fix only.	
B	EMPLOYER The "Employer" is the Nanyuki Municipality The term "Employer" and "Government" wherever used in the contract document shall be synonymous	
C	PROJECT MANAGER The term "P.M." wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the county Government.	
D	ARCHITECT The term "Architect" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry of infrastructure.	
E	QUANTITY SURVEYOR The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is	

	Ministry of infrastructure.	
F	ELECTRICAL ENGINEER The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry of infrastructure.	
G	MECHANICAL ENGINEER The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry of infrastructure.	
	Total to collection	

ITEM	DESCRIPTION	KSHS
A	STRUCTURAL ENGINEER The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry of infrastructure.	
B	FORM OF CONTRACT The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works (2006 Edition) included herein The Conditions of Contract are also included herein Conditions of Contract These are numbered from 1 to 37 as set out in pages 18 to 38 of these tender documents. Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities	
C	BOND.	

	The Contractor shall find and submit on the Form of Tender and approved bank and who will be willing to be bound the county Government in and amount equal to five per cent (5%) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the PROJECT MANAGER and who will when and if called upon, sign a Bond to that effect on the relevant standard form included herein. (without the addition of any limitations) on the same day as the Contract Agreement is signed, by the Government, the Contractor shall furnish within seven days another Surety to the approval of the Government.	
D	PLANT, TOOLS AND VEHICLES Allow for providing all scaffolding, plant, tools and vehicles required for the works except insofar as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.	
	Total to collection	

ITEM	DESCRIPTION	KSHS
A	TRANSPORT. Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.	
B	MATERIALS AND WORKMANSHIP. All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also ensure they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.	
C	SIGN FOR MATERIALS SUPPLIED.	

	The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER D STORAGE OF MATERIALS The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER. Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use. E HOARDING The Contractor shall enclose the site or part of the works under construction with a hoarding 2400 mm high consisting of iron sheets on 100 x 50 mm timber posts firmly secured at 1800 mm centers with two 75 x 50 mm timber rails. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.	
	Total to collection	

ITEM	DESCRIPTION	KSHS
A	SAMPLES	

	The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Public Works.	
B	STORAGE OF MATERIALS The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER. Nominated Sub-Contractors are to be made liable for the cost of any storage accomodation provided especially for their use	
C	SAMPLES The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Public Works. The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.	
	Total to collection	

ITEM	DESCRIPTION	KSHS
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A	GOVERNMENT ACTS REGARDING WORKPEOPLE ETC. Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople. The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps , passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.	
B	SECURITY OF WORKS ETC. The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub- contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.	
C	PUBLIC AND PRIVATE ROADS.	

	Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER	
	Total to collection	

ITEM	DESCRIPTION	KSHS
A	EXISTING PROPERTY. The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER	
B	VISIT SITE AND EXAMINE DRAWINGS. The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.	
C	ACCESS TO SITE AND TEMPORARY ROADS.	

	Means of access to the site shall be agreed with the PROJECT MANAGER prior to commencement of the work and contractor must allow for building any necessary temporary access roads (approximately 70 metres long) for the transport of the materials, plant and workmen as may be required for the complete execution of the works including provision of temporary culverts, crossings, bridges, or any other means of gaining access to the site. Upon completion of the works, the contractor shall remove such temporary access roads, culverts, bridges, etc. and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER. D AREA TO BE OCCUPIED BY THE CONTRACTOR The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER	
	Total to collection	

ITEM	DESCRIPTION	KSHS
A	OFFICE ETC. FOR THE PROJECT MANAGER	

	The contractor shall provide, erect and maintain where directed on site and afterwards dismantle a site office of the type noted in the particular preliminaries or as directed by the PROJECT MANAGER, complete with furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock- up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the contractor is permitted to commence the works. The contractor shall make available on the site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.	
B	WATER AND ELECTRICITY SUPPLY FOR THE WORKS The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER . The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub--contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.	
B	SANITATION OF THE WORKS The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER	
	Total to collection	

ITEM	DESCRIPTION	KSHS
A	SUPERVISION AND WORKING HOURS The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.	
B	PROVISIONAL SUMS. The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Such sums are net and no addition shall be made to them for profit.	
C	PRIME COST (OR P.C.) SUMS. The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Persons or firms nominated by the PROJECT MANAGER 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.	
D	PROGRESS CHART. The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.	

	Total to collection	
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ITEM	DESCRIPTION	KSHS
A	ADJUSTMENT OF P.C. SUMS. In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance"	
B	ADJUSTMENT OF P.C. SUMS. Ctd..... 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.	
C	ADJUSTMENT OF PROVISIONAL SUMS. In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued as described for Variations in Conditions No. 13 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.	
D	NOMINATED SUB-CONTRACTORS When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts as described in Condition No. 20 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".	

	Total to collection	
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ITEM	DESCRIPTION	KSHS
A	DIRECT CONTRACTS Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.	
B	ATTENDANCE UPON OTHER TRADESMEN, ETC. The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.	
C	CONTRACTOR'S SUPERINTENDENCE/SITE AGENT The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.	
	Total to collection	
	<i>Brought forward from Page 8</i> <i>Brought forward from Page 9</i> <i>Brought forward from Page 10</i> <i>Brought forward from Page 11</i> <i>Brought forward from Page 12</i> <i>Brought forward from Page 13</i>	

	<i>Brought forward from Page 14</i> <i>Brought forward from Page 15</i> <i>Brought forward from Page 16</i> <i>Brought forward from Page 17</i> <i>Brought forward from Page 18</i> <i>Brought forward from Above</i>	
	TOTAL FOR GENERAL PRELIMINARIES CARRIED TO GRAND SUMMARY	

GROUND FLOOR

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (KSH)
	<u>PROPOSED CONSTRUCTION OF STAGE STALLS-GROUND FLOOR</u> <u>GROUND FLOOR</u> <u>ELEMENT NO: 1</u> <u>SUBSTRUCTURE (ALL PROVISIONAL)</u> <u>Oversite excavation</u>				
A	Excavate oversite to remove top soil average 150mm deep and cart away from site.	597	sm		
B	Excavate oversite to reduce levels 150 mm deep from stripped level	202	sm		
	<u>Excavation and earthworks</u>				
C	Excavate for strip foundation trenches not exceeding 1.5m deep commencing from stripped level.	279	cm		
D	Excavate for column bases starting from stripped level not exceeding 1.50 meters deep	219	cm		
E	Extra over excavations for excavating in all classes of rock	30	cm		
E	Return, fill-in and ram selected excavated materials around foundations	269	cm		
F	Remove and cart away from site surplus excavated materials.	229	cm		
	<u>Diposal of water</u>				
G	Keeping all excavations free from all water by bailing pumping or otherwise.	1	Item		
	<u>Planking and strutting</u>				

H	Planking, strutting and shoring to sides of all excavations to keep excavations free from all fallen materials	1	Item		
TOTAL CARRIED TO COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Filling</u>				
A	300mm thick approved hardcore filling well compacted in layers not exceeding 150mm thick	512	sm		
B	50mm thick murram blinding to surfaces on surfaces of hardcore	512	sm		
	<u>Antitermite treatment</u>				
C	Termidor' or other equal and approved anti-termite insecticide treatment with ten years guarantee, applied strictly in accordance with manufacturer's instructions.	512	sm		
	<u>Concrete</u>				
D	50mm thick mass concrete class (1:3:6) to bottoms of foundation	186	sm		
E	Ditto to column bases	145	sm		
	<u>Vibrated reinforced concrete (1:1.5:3-25-20 aggregate) as described in:</u>				
F	Foundation in trenches	37	cm		
G	Column bases	92	cm		
H	Starter columns	6	cm		

J	150mm thick ground slab	597	sm		
TOTAL CARRIED TO COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Steel reinforcement</u>				
	<u>Supply and fix steel bar reinforcement including bending hooks tying wire cutting as described in high tension steel bars reinforcement to BS4449</u>				
	<u>To strip footing</u>				
A	10mm bars	1,454	Kg		
	<u>To Column Bases</u>				
B	12mm bars	1,183	Kg		
	<u>To starter columns</u>				
C	16mm bars	1,270	Kg		
D	8mm bars	250	Kg		
	<u>Fabric; B.S. 4483</u>				
	Reference A142 mesh 200 x 200 mm , weight				
E	2.22 kgs per square meter (measured net - no allowance made for laps) including bends, tying wire and distance blocks.	597	sm		
	<u>Sawn formwork to insitu concrete as described:-</u>				

F	To sides of strip foundation	124	sm		
G	To sides of column bases	171	sm		
H	To vertical sides of columns	223	sm		
J	To edges of ground floor slab 75-150mm girth	130	lm		
<u>Damp proof Membrane</u>					
K	Polythene sheet; 500 gauge, 200mm welted laps (no allowance made to laps), horizontal; 1 no. layer laid on compacted quarry dust blinding.	597	sm		
TOTAL CARRIED TO COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
<u>Damp proof Course</u>					
A	200mm wide; B.S. 743 Type A bitumen hessian base 150 mm laps (no allowance made for laps); horizontal, 1 no. layer, bedded in cement sand (1:4) mortar	204	lm		
B	Ditto to 150mm	15	lm		
<u>Foundation walling</u>					
<i><u>Selected and approved stone load bearing (6N/mm²) masonry walling: bedded jointed and pointed in cement and sand (1:3) mortar: reinforced with 25x3mm hoop iron strip laid horizontally every alternate course to approval</u></i>					
C	200mm thick wall	388	sm		
<u>Plinth areas: Insitu Finishings</u>					
D	Cement sand (1:4) render; wood floated to concrete base to walls external.	37	sm		

E	<u>Prepare and apply three coats black bituminous paint to:</u>				
	Wood floated rendered plinths over 300mm girth.	37	sm		
	Carried to Collection				
	<u>COLLECTION</u>				
	From page 23 From page 24 From page 25 From page above				
	TOTAL FOR SUBSTRUCTURE CARRIED TO SUMMARY SECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO: 2 RC SUPERSTRUCTURE				
	<u>Insitu concrete; reinforced; class (1:1.5:3) 25 / (20mm); vibrated</u>				
A	Beams	30	cm		
B	Columns	15	cm		
C	Columns with doric finish	5	cm		
D	In 150mm thick suspended slab	493	sm		
	<u>Reinforcement</u>				
	<u>Supply and fix steel bar reinforcement including bending hooks tying wire cutting spacers and supporting all in position as described in high tension steel bars reinforcement to BS4449</u>				
	<u>To Columns</u>				

E	16mm diameter bar	1924	kg		
F	8mm diameter bars	510	kg		
	<u>To Beams</u>				
G	12mm diameter bars	1318	kg		
H	8mm diameter bars	1152	kg		
	<u>To suspended slab</u>				
J	10mm diameter bars	6212	kg		
K	8mm diameter bars	2662	kg		
	<u>Sawn formwork to insitu concrete as described:-</u>				
L	To sides and soffits of beams	396	sm		
M	To vertical sides of columns	310	sm		
N	To soffits of suspended slabs	495	sm		
P	Edges of suspended slab, 75 to 150mm wide	191	lm		
	TOTAL FOR R.C SUPERSTRUCTURE CARRIED TO SUMMARY SECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO.3</u>				
	<u>STAIRCASE</u>				
	<u>Vibrated reinforced concrete class 25/20 in:- (1:1.5:3)</u>				
A	Staircase steps and waist	5	cm		
B	150mm thick suspended landings	12	sm		
	<u>Reinforcement (All Provisional)</u>				
	<u>Supply, cut, bend and fix the following reinforcement bars including tying wire, stirrups and spacer blocks to B.S. 4461</u>				
C	Assorted bars	550	kg		

	<u>Sawn formwork to :-</u>				
D	Soffites of suspended landings	22	sm		
E	Sides of landing slabs	14	lm		
F	Slopping soffites of stairs	19	sm		
G	Open string of staircase 300mm (extreme height) including cutting to profile of treads and risers	12	lm		
H	Risers 150-225mm high	58	lm		
TOTAL CARRIED TO COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
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	<u>STAIRCASE FINISHES</u>				
	<u>Screed ; Cement sand backing (1:4) ;32 mm thick one coat beds; to concrete or block work base to receive terrazzo; generally to</u>				
A	12mm thick to landing	12	sm		
B	slab 15 x 100mm high	30	lm		
C	skirting Ditto 150mm high	58	lm		
D	risers	58	lm		
	Ditto 300mm wide treads				
E	<u>20mm thick polished in-situ placed terrazzo pavings finished with approved marble chips of an approved colour comprising including 3 x 25mm deep</u>	12	sm		
F	<u>plastic dividing strip set to terrazzo pavings.</u>	30	lm		
G	12mm thick to landing	58	lm		
H	slab 15 x 100mm high	64	lm		
	skirting Ditto 150mm high				
J	risers Ditto 300mm wide	22	sm		
K	treads	19	sm		
L		12	lm		
	<u>Cement: Sand (1:3) plaster</u>				
	15mm thick plaster to soffits of landing				
	slab Ditto to sloping soffits of stairs				
	Ditto to sloping edges of stairs				
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Prepare and apply one undercoat and two finishing coats of first quality silk vinyl paint on:</u>				
A	General plastered surface of sloping soffits of stairs	19	sm		
B	General plastered surface of landing soffits	22	sm		
C	General plastered surface of sloping edges of stairs	12	sm		
TOTAL CARRIED TO COLLECTION					
	<u>COLLECTION</u> <i>Total carried from page 28 Total carried from page 29 Total Carried from Above</i>				
TOTAL FOR STAIRCASE CARRIED TO SUMMARY					

	SECTION	
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ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO.4</u>				
	<u>RAMP</u>				
	<u>Vibrated reinforced concrete class 25/20 in:- (1:1.5:3)</u>				
A	150mm thick Ramp	48	SM		
B	150mm thick suspended landings	6	SM		
C	Ramp beams	1	CM		
	<u>Reinforcement (All Provisional)</u>				
	<u>Supply, cut, bend and fix the following reinforcement bars including tying wire, stirrups and spacer blocks to B.S. 4461</u>				
D	D12	43	KG		
E	D8	27	KG		
F	Assorted bars-ramp	972	KG		
	<u>Sawn formwork to :-</u>				
G	Soffites of suspended landings	6	SM		
H	Sides of landing slabs	7	LM		
J	Slopping soffites of ramp	48	SM		
K	Edges of ramp over 150 but not exceeding 225 mm high	64	LM		

L	Sides and soffits of sloping ramp beams and beams	11	SM		
TOTAL CARRIED TO COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	<u>RAMP FINISHES</u>				
	<u>Screed ; Cement sand backing (1:4) ;32 mm thick one coat beds; to concrete or block work base ; generally to receive terrazzo</u>	54	SM		
	32mm thick to Ramp and landing				
	<u>20mm thick polished in-situ placed terrazzo pavings finished with approved marble chips of an approved colour comprising including 3 x 25mm deep plastic dividing strip set to terrazzo pavings.</u>				
B	12mm thick to ramp & Landing	54	SM		
	<u>Cement: Sand (1:3) plaster</u>				
C	15mm thick plaster to soffits of landing slab	6	SM		
D	Ditto to sloping soffits of Ramp and beams	49	SM		
	<u>Prepare and apply one undercoat and two finishing coats of first quality silk vinyl paint on:</u>				
E	General plastered surface of sloping soffits of ramp	48	SM		
F	General plastered surface of landing soffits	6	SM		
TOTAL CARRIED TO COLLECTION					

	<u>COLLECTION</u> <i>Total carried from page 31</i> <i>Total Carried from Above</i>				
	TOTAL FOR RAMP CARRIED TO GROUND FLOOR SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO: 5</u> <u>WALLING</u> <u>Approved stone load bearing(6N/mm2)</u> <u>masonry walling:bedded jointed and</u> <u>pointed in cement and sand (1:3</u> <u>mortar:reinforced with 25x3mm hoop</u> <u>iron strip laid horizontally every</u> <u>alternate course to approval</u> <u>External walls & Internal Walls</u>				
A	200mm thick wall	486	sm		

B	Ditto to 150mm thick	35	sm		
TOTAL FOR WALLING CARRIED TO SUMMARY SECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO: 6</u>				
	<u>DOORS (Shutter door -steel plated)</u>				

A	Supply ,deliver assemble and fix 1500 x 2400mm high 16 gauge steel plated door all primed with red oxide complete with hanging and locking devices fixed to opening including cutting and pinning lugs to concrete or blockwork surround and bedded frame rail in cement and sand mortar (1:3) (Ref:D02)	25	No		
	<u>Supply,assemble and fix the following purpose made steel casement door to comply with BS 990 obtained from an approved manufacturer, once shopped primed with red oxide before delivery to site complete with hinges, handles, catches and building in lugs.</u>				
B	Steel casement Single leaf door overall size 900x2400mm high, Panes sizes not exceeding 0.1 SM ; consisting of steel framing, bracing and infill to Architect's details and all necessary ironmongery. Ref D-08	4	NO		
C	Ditto but to size 1000x2100mm high Ref: D-05	1	NO		
D	Ditto but to size 500x2400mm high Ref: D-04	2	NO		
	<u>Prepare and apply three coats of premium gloss paint to:-</u>				
E	General surfaces of metal (bsm)	206	sm		
TOTAL CARRIED TO COLLECTION					

	TOTAL FOR DOORS (ROLLER SHUTTER) CARRIED TO SUMMARY SECTION	
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ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO: 7</u>				
	<u>WINDOWS</u>				
	<u>Purpose made steel plated window top hang complete with frames ,locking devices and apply primer before fixing</u>				
A	1500 x 600mm high	4	no		
B	900 x 1500mm high	1	no		
	<u>Prepare and apply three coats of premium gloss paint to:-</u>				

C	General surfaces of metal	10	sm		
TOTAL FOR WINDOWS CARRIED TO SUMMARY SECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO: 8</u>				
	<u>FINISHES</u>				
	<u>Floor finishes</u>				
	<u>Thicknessing and screeding</u>				

A	32mm thick backing to floor trowelled to receive terrazzo	554	sm		
	<u>20mm thick polished in-situ placed terrazzo pavings finished with approved marble chips of an approved colour comprising including 3 x 25mm deep plastic dividing strip set to terrazzo pavings.</u>				
B	Floors	554	SM		
C	100x20mm Skirting	383	SM		
D	Raking cutting	383	LM		
	<u>Wall Finishes</u>				
E	12mm gauge plaster steel trowelled finish on concrete to general surfaces of internal walls, columns & beams.	875	sm		
F	12mm rendering to walls, columns & beams finished with a wood float to receive wall master	233	sm		
G	Ditto to columns finished to doric	80	sm		
	<u>Wet areas</u>				
H	12mm gauge plaster steel trowelled finish on concrete to general surfaces of washroom walls to receive tiles	57	sm		
TOTAL CARRIED TO COLLECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Glazed ceramic tiles bedding and jointing in cement and sand (1:3) mortar and flush pointed with white cement:</u>				

A	400 x 250 x 8mm Thick tiles	57	sm		
	<u>Coral Stones Finish</u>				
B	12mm gauge plaster steel trowelled finish on concrete to general surfaces of external walls to receive coral stones	9	sm		
C	15mm thick coral stones finish on cement/sand (1:4) screed as directed by the Architect.	9	sm		
	<u>Ceiling Finishes</u>				
	<u>12mm gauge plaster steel trowelled finish: on concrete to:-</u>				
D	Soffits of suspended slab	495	sm		
	<u>Painting 3 coats plastic emulsion</u>				
	<u>Prepare and apply three coats of covermatt paint to:-</u>				
E	Plastered soffits of slab	495	sm		
F	Plastered internal surfaces	875	sm		
	<u>Prepare and apply one coats of cementitious texture finish (wall master) to:-</u>				
G	Rendered surfaces	313	sm		
	TOTAL CARRIED TO COLLECTION				
	Total carried from page 37 Total carried from Above				
	TOTAL FOR FINISHES CARRIED TO SUMMARY SECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
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A	<u>ELEMENT NO.9</u> <u>BALUSTRADING AND</u> <u>RAILING STAIRCASE</u> <u>Mild Steel to ramp and Staircase</u> Supply, fabricate, deliver and fix mild steel balustrading to composite staircase and ramp, comprising top rails, bottom rails, intermediate braces and decorative wrought iron infill to approved design; all components welded, ground smooth, primed with red oxide and finished as specified; balustrade curved on plan to suit layout, overall height 1050mm, including fixing to concrete plinth and anchoring ends to walling, complete. <u>Prepare and apply three coats first grade epoxy/ gloss oil paint or equal and approved paint: on plastered surfaces: to:</u>	46	lm		
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B	General surfaces of Mild steel	48	sm		
TOTAL FOR RAILING CARRIED TO SUMMARY SECTION					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SUMMARY SECTION</u>				
	<u>GROUND FLOOR</u>				
1	SUBSTRUCTURE				
2	R.C SUPERSTRUCTURE				
3	STAIRCASE				
4	RAMP				
4	WALLING				
5	DOORS				
6	WINDOWS				
7	FINISHES				

8	RAILING				
	TOTAL FOR BUILDER'S WORK CARRIED TO GROUND FLOOR SUMMARY				

MECHANICAL WORKS					
ITEM	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
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	GROUND FLOOR. SANITARY FITTINGS: <u>PURCHASE , SUPPLY AND FIX THE FOLLOWING SANITARY FITTINGS AS PER DESCRIPTION GIVEN:</u> WATER CLOSET. Water closet "Pan squiting water closet". The suit to be supplied complete with wall valveless Low level flush 7.5litres cistern fittings including siphon,Pressing valve connected with cable to overflow,plastic flush bend inlet connection and reversible chrome plated cistern lever and cistern supports.as twyfords or equal approved A. i. Wall supports Ref. No. SR 1319XX as twyfords “ ii. 300 long x 15 mm diameter flexible including brass backnuts and jointing GMS tubing WASH HAND BASIN WALL MOUNTED B. Wash hand basin,size 590x440mm wide in hole Ref. No. WB 2535 WH complete with wall hug fittings as twyfold or equal approved. i. Chrome plated Aztec bib taps ½” Ref. No. AZ 5200 CP. ii. SOLA 590 bottle trap iii. Wall supports Ref. No. SR 1319XX as twyfords “ iv. 300 long x 15 mm diameter flexible including brass backnuts and jointing GMS tubing	5	NO.		
		10	NO.		
		5	NO.		
		6	NO.		
		6	NO.		
		6	NO.		
		12	NO.		
		6	NO.		

	TOTAL CARRIED TO COLLECTION.	
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ITEM .	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
	SANITARY FITTINGS CONTINUED.				
A.	MIRRORS: 6mm thick polished plate glass,silver backed mirror with beveled edges,size 610x497mm plugged and screwed to wall with 4 No. chrome plated chrome capped screws	6	NO.		
B.	TOILET ROLL HOLDER: Toilet roll holder in stainless or equal and approved equivalent	5	NO.		
C.	TOILET BRUSH AND HOLDER: Toilet brush and holder in vitreous china or equal and approved equivalent.	5	NO.		
D.	SOAP DISPENSER: Supply and fix AUTOMATIC SOAP dispenser torch free as stir mix capacity 1Litre.wall mounted	4	NO.		

D.	WASHROOM DUSTBIN Plastic pedal yellow dustbin of 20L capacity	3	NO.		
TOTAL CARRIED TO COLLECTION.					

ITEM .	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
	SANITARY FITTINGS CONTINUED.				
A.	URINAL BOWLS WITH PRESS FLUSH VALVE Supply and install ceramic Urinal. Bowl as twyford with top inlet of flushing water and waste outlet wall hug kit	4	NO.		
i.	Low pressure urinal Chrome flush valve 20mm diameter cp docol or equal approved	4	NO		
ii.	Waste bottle P Trap as CP DOCOL or equal approved	4	NO		
iii.	Wall supports Ref. No. SR 1319XX as twyforbs “	4	NO.		

iv.	300 long x 15 mm diameter flexible including brass backnuts and jointing GMS tubing	4	NO.		
	WASHING POINTS. Install 4 washpoints comprising of dhobi sinks.				
B.	DHOBİ SINK: Concrete dhobi sinks sizes 600mm by 600mm by 300mm deep Fixed on the walls by use steel for support.	8	NO.		
i.	pedglar tap:	8	NO.		
TOTAL CARRIED TO COLLECTION.					
	COLLECTIONS. FROM PAGE41 FROM PAGE42 FROM ABOVE.				
TOTAL FOR GROUND FLOOR SANITARY FITTINGS CARREIED TO COLLECTON.					

ITEM	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
A.	<u>ACCESSIBLE WASHROOMS</u> <u>PURCHASE SUPPLY AND INSTALL THE FOLLOWING FITTINGS SUIT FOR PWD AS PER DESCRIPTION GIVEN.</u> WATER CLOSET \$ COUPLE CERAMIC CISTERN SUITE FOR PEOPLE WITH DISABILITY: Supply and install Wash down WC suite as TYFORDS DOCM back to wall for Disabled persons C/W the following pedestal WC Bowl with horizontal outlet C/W seat and	1	NO.		

	cover. 9Litre cistern C/W cover and plunger double PRESSING siphon valve				
(i)	Stainless steel grab hand rails fixed on walls on both sides of W.C	2	NO.		
(ii)	Stainless steel flip up handicap with TP holder	1	NO.		
(iii)	300 long x 15 mm diameter flexible including brass backnuts and jointing GMS tubing	2	NO.		
(iv)	Wall supports Ref. No. SR 1319XX as twyfords “	4	NO.		
B.	TOILET ROLL HOLDER: Toilet roll holder in stainless or equal and approved equivalent	1	NO.		
C.	TOILET BRUSH AND HOLDER: Toilet brush and holder in vitreous china or equal and approved equivalent.	1	NO.		
	TOTAL CARRIED TO COLLECTION.				-

ITEM	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
	ACCESSIBLE WASHROOMS - CONTINUED.				
A.	WASH HAND BASIN SUIT FOR PEOPLE WITH DISABILITY Wash hand basin,size 590x440mm wide in hole Ref. No. WB 2535 WH wall hug basin	1	NO.		
(i)	Chrome plated Aztec bib taps ½” Ref. No. AZ 5200 CP.	1	NO.		
(ii)	SOLA 590 bottle trap	1	NO.		
(iii)	Wall supports Ref. No. SR 1319XX as twyford’s “	2	NO.		
(iv)	300 long x 15 mm diameter flexible including brass backnuts and jointing GMS tubing	1	NO.		
(v)	Stainless steel hand grab rails fitted on walls on both sides of basin	2	NO.		
B.	MIRRORS: 6mm thick polished plate glass,silver backed mirror with beveled edges,size 610x497mm plugged and screwed to wall with 4 No. chrome plated chrome capped screws	1	NO.		
	TOTAL CARRIED TO COLLECTION.				-
	COLLECTION. FROM PAGE 44 FROM ABOVE.				

	TOTAL FOR ACCESSIBLE WASHROOM CARRIED TO COLLECTION.	
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ITEM .	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
	FIRE FIGHTING EQUIPMENTS. Must be able to extinguish all classes of fire MUST be placed open open place near exit MUST not be placed near risk items MUST be clearly visible on their location MUST be mounted on walls keeping bottom of the extinguisher 5 to 50 inches off the floor				
A.	SWINGING FIRE HOSE REEL: Swinging Type Hose Reel C/W 30MX19M hose ,tubing, spray nozzle and valve 30M long hose tube.Connected to water sources with high pressure.	3	NO.		
	CONNECTING PIPE FROM WATER SOURCE.				
i.	PPR PN PIPE 25mm diameter pipe	20	LM.		
ii.	BEND. 25mm diameter bend.	10	NO.		
iii.	SOCKET. 25mm diameter socket..	10	NO.		
B.	FIRE EXIT SIGN. Well labelled sign showing exit signs incase of emergency fixed on walls where there is public passage.	5	NO.		
	FIRE ACTION NOTICE.				

C.	Well instructed notice incase of fire describing steps and gaurdline how person should do incase of fire.	5	NO.		
TOTAL FOR GROUND FLOOR FIRE FIGHTING EQUIPMENT CARRIED TO COLLECTION.					

ITEM .	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
	PIPEWORK				
	NETWORK: PPR PN				
A.	PIPEWORK:				
B.	20mm diameter pipework	30	LM.		
	25mm ditto	20	LM.		
C.	BENDS/ELBOWS:				
	20mm diameterr	15	NO.		
D.	(Male \$ Female \$ Plain Elbows)				
	25mm diameter	10	NO.		
	(Male \$ Female \$ Plain Elbows)				
E.	TEES:				
	20mm diameter	15	NO.		
	(Male \$ Female \$ Plain Tees)				
F.	25mm diameter	10	NO.		
	(Male \$ Female \$ Plain Tees)				
G.	UNIONS:				
	20mm diameter	15	NO.		
H.	25mm diameter	10	NO.		
	VALVES:				
J.	Gate valves	2	NO.		
	(20mm diameter Peglar type)				
K.	Gate valves	2	NO.		
	(25mm diameter ditto)				
	SOCKETS:				
L.	20mm diameter	5	NO.		
	(Male \$ Female \$ Plain sockets)				

M.	25mm diameter (Male \$ Female \$ Plain sockets) .	10	NO.		
	NIPPLES:				
N.	20mm diameter	5	NO.		
P.	25mm diameter	10	NO.		
	ADAPTORS:				
	20mm diameter adaptors (Male \$ Female \$ Plain adaptors)	5	NO.		
Q.	25mm diameter adaptors (Male \$ Female \$ Plain adaptors)	20	NO.		
R.					
TOTAL CARRIED TO COLLECTION.					

ITEM .	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
	PIPEWORK NETWORK CONTINUED.				
	CROSS:				
A.	20mm diameter cross	5	NO.		
B.	25mm diameter cross	5	NO.		
	CLAMPS:				
C.	20mm diameter size pipe clamp	10	NO		
D.	25mm diameter size pipe clamp	10	NO.		
	CAPS:				
E.	20mm diameter cap	5	NO.		
F.	25mm Ditto	5	NO.		
	REDUCING BUSH:				
G.	25X20mm Bush	3	NO.		
	GROOVING IN WALL				
H.	Allow for chasing; in wall; for small diameter pipes to be used for internal pipeworks	1	SUM.		
	DRILLING OF HOLES.				
J.	Allow for cutting holes;through walls,for small diameter PPR pipes to be used for internal pipeworks	1	SUM.		
	BOOSTER PUMPS:				

K.	CPm 170 1.5HPX38MX120LITRES/MIN domestic “Pedrollo” booster pump (Boosting water from Ground Base Tank to the Roof Tanks.)	1	NO.		
L.	STEEL PUMP BOX Lockable steel metal box sizes 600mm Long by 300mm wide by 600mm height fixed on the wall to hold booster pump connected to electric sockets using cable. for easy operating	1	NO.		
TOTAL CARRIED TO COLLECTION					

ITEM .	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
	PIPEWORK NETWORK CONTINUED.				
A.	MECHANICAL WATER METER Water meter measurements reads in cubic meter with input and output sizes 25mm diameter with non return valve and horizontal installation.	1	NO.		
B.	WATER CONNECTION FEE. Allow connecton of water from main line of Local authority NAWASCO to proposed project areaa.	1	ITEM		
C.	ADJOINING SUPPLY PIPE TO PROPOSED PROJECT.				
	PPR PN PIPE 25mm diameter	50	LM.		
(i)	SOCKETS: 25mm diameter (Male \$ Female \$ Plain sockets)	5	NO.		
(ii)	VALVES: Gate valves 25mm diameter	5	NO.		
	UNIONS: 25mm diameter	5	NO.		

(iii)	TEES:				
	25mm diameter (Male \$ Female \$ Plain Tees)	5	NO.		
(iv)	BENDS/ELBOWS:				
	25mm diameter (Male \$ Female \$ Plain Elbows)	5	NO.		
(v)	EXCAVATION OF TRENCH FOR ADJOINING SUPPLY PIPE				
	Excavate trench sizes 50m long 300mm wide and 600 wide.Lay supply pipe to the bottom of trench and backfill.	9	CM.		
D.					
TOTAL CARRIED TO COLLECTION.					
	COLLECTIONS. FROM PAGE.47 FROM PAGE48 FROM ABOVE.				
TOTAL FOR GROUND FLOOR INTERNAL PIPEWORK NETWORK CARRIED TO COLLECTION.					

ITEM .	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
	INTERNAL AND ABOVE DRAINAGE.				
	UPVC AND MUPVC PIPE:				
A.	100mm heavy duty Golden brown pipe class D.	5	LM.		
B.	100mm diameter heavy duty grey pipe class D.	5	LM.		
C.	50mm ditto	15	LM.		
	BENDS:				
D.	100mm diameter bend Plain bend	5	NO.		
E.	100mm diameter bend Inspection Bend	5	NO.		
F.	50mm diameter bend inspection bend	5	NO.		
G.	50mm diameter bed plain bend	5	NO.		
	BOSS CONNECTOR:				

	100mm Diameter boss connector.	3	NO.		
H.	W.C CONNECTORS: 100mm diameter WC connectors.	3	NO.		
J.	JUNCTION REDUCER. 100mm by 50mm junction	2	NO.		
K.	Inspection Joint Angle 45° 100mm by 50mm junction	2	NO.		
L.	Plain Joint Angle 45° 100mm by 50mm junction	2	NO.		
M.	Inspection Joint Angle 90° 100mm by 50mm	2	NO.		
N.	junction Plain joint Angle 90°				
	TEES: 100mm diameter tee plain.	2	NO.		
T.	100mm diameter tee Inspection Tee.	2	NO.		
U.	50mm diameter tee inspection tee	5	NO.		
V.	50mm diameter te	5	NO.		
W.	e plain tee .				
	TOTAL CARRIED TO COLLECTION.				

ITEM .	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
	INTERNAL AND ABOVE DRAINAGE CONTINUED.				
A,	CLAMPS 50mm diameter clamp	3	NO.		
B.	TANGIT GLUE: PVC Solvent cement Glue watertight.	5	NO.		
C.	DRILLING HOLE IN WALLS. Allow for cutting holes;through Walls, for drainage of waste water pvc pipes .	1	SUM.		
	WYEE TEE				

	100mm diameter wyee plain wye	2	NO.		
D.	100mm diameter wyee Inspection wye	2	NO.		
E.	50mm diameter wyee inspection wye	5	NO.		
F.	50mm diameter wyee plain wye	5	NO.		
G.	FLOOR TRAPS Supply and install from 4 way floor traps in areas like washings areas,,upper floors and kitchen to drain waster floor water connected with 50mm diameter upvc pipe	3	NO.		
H.	UPVC WASTE PIPE FROM FLOOR TRAPS 50mm diameter upvc pipe from floor trap	9	LM.		
(i)					
	TOTAL CARRIED TO COLLECTION				
	COLLECTION S. FROM PAGE.50 FROM ABOVE.				
	TOTAL FOR GROUND FLOOR INTERNAL AND ABOVE DRAINAGE CARRIED TO COLLECTION.				

ITEM	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
.					

	FOUL DRAINAGE REGULATORY COMPLIANCE OF FOUL DRAINAGE SYSTEM BY MINISTRY OF HEALTH AND NEEMA. The foul drainage system installed should be verified and approved by mechanical engineer before backfilling to ensure it complies with regulations of MOH and NEEMA				
A.		1	SUM.		
i	The system is separate from surface rainwater to prevent contaminations				
ii	The System trenches should have gradient fall to prevent blockage of 20mm per meter testing to be done by use of DUMP LEVEL				
iii	The system to be ventilated to prevent foul gases in the environment				
iv	The system should have inspection points for easy maintainance				
v	The system should not interfere with existing services				
vi	The system trench depth should not be less than 600mm to prevent brakeage due to loading above				
vii	The system Joints should be Watertight to prevent leakage Testing to be done by use PRESSURE PUMP				
viii	The sytem soakpit to be 10m away from the buildings and be of required sizes and depth				
ix	The system to be connected to the existing sewerline OR If there is no existing sewerline use of septic tank and bio digester is recommended.				
x	Septic tank and bio digesters sizes to be determined by the number of users				

xi	After completion installation the system should be tested for any blockage may form as result of installation works by use of BLOCKAGE DETECTOR				
	TOTAL CARRIED TO COLLECTION				

ITEM .	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
	FOUL DRAINAGE				
	CONTINUED. UPVC PIPE TO				
A.	THE SEWER LINE 100mm diameter upvc heavy duty Golden brown pipe class D.	50	LM.		
	EXCAVATION OF TRENCH FOR UPVC PIPE TO SEWER LINE.				
B.	Excavate trench starting from ground level sizes 20m long by 300mm wide and 600 deep .lay pvc pipe to the bottom of excavation and backfill.	4	CM.		
	PIPE CONCRETE ENCASEMENT				
C.	Concrete thickness 50mm Protective barrier around pipe in the trench to provide structural support from water pressures,,prevent breakage of pipe due to loading above and prevent pipe movements	6	SM.		
	INSPECTION CHAMBER.				
	Construct to completion standard manhole 800x800mm Externally and 1000mm average depth . 600x450mm medium duty				
D.	REINFORCED CONCRETE COVER. manhole cover and frame to BS497(grade B) include bending frame fixed in cement and sand (1;3) mortal and smooth finish internally.	10	NO.		
	SEWER LINE CONNECTION FEE				

E.	Allow connection of drainage system of entire project to main nanyuki sewer line NAWASCO.	1	SUM.		
	TOTAL CARRIED TO COLLECTION.				
	COLLECTON S. FROM PAGE 52 FROM ABOVE.				
	TOTAL FOR GROUND FLOOR FOUL DRAINAGE CARRIED TO COLLECTION.				

ITEM .	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
	GROUND FLOOR COLLECTION.				
A.	SANITARY FITTINGS.				
B.	ACCESSIBLE WASHROOM.				
C.	FIRE FIGHTING EQUIPMENT.				
D.	PIPEWORK NETWORK.				

E.	INTERNAL AND ABOVE DRAINAGE.				
F.	FOUL DRAINAGE.				
TOTAL FOR MECHANICAL WORKS CARRIED TO GROUND FLOOR SUMMARY					

ELECTRICAL WORKS					
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	<u>SUPPLY, INSTALL, TEST & COMMISSION THE FOLLOWING LIGHTING POINTS</u> Lighting points wired in 3 x 1.5 mm ² P.V.C – SC-CU cables (E.A) drawn in 20 mm diameter H.G P.V.C conduits concealed inside ceiling c/w all necessary accessories.	62	NO		
B	<u>LIGHTING FITTINGS</u> Light fittings c/w fixing accessories and lamps as follows:- (a) Ceiling Rose B22 (Pin) Rating: 2A 220–250V AC 50Hz. Max. Output: 460W@230V (b) 1200mm, 1 x 36w, 4FT LED florescent fittings of slim cross section with clip on cover as Thorn/approved equivalent. (c) 1200mm, 1 x 36w, 2FT LED florescent fittings of slim cross section with clip on cover as	48	NO		
		9	NO		
		5	NO		

	Thorn/approved equivalent.				
C	<u>SWITCHES</u> (i) One gang two way switch as MK or approved equivalent (ii) Two gang two way switch as MK or approved equivalent.	3 48	NO NO		
D	<u>SOCKET OUTLET/POWER POINTS</u> (i)Socket outlet points wired in 3 x 2.5 mm2 SC-P.V.C-CU cables drawn inside 25 mm diameter p.v.c conduits c/w all necessary accessories (ii)13A 2 gang switched molded socket outlet plate as MK/approved equivalent	48 48	NO NO		
E	<u>DATA POINTS/OUTLETS</u> Allow for modern internet provision	Item	Item		
TOTAL BROUGHT FORWARD			KSH		

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Brought from above				-
F	<u>DISTRIBUTION BOARD</u> (a)JUA KALI metallic distribution board (1200mm X 800mm) flush molded on wall c/w 100A SPN/N integral isolator as ABD/approved equivalent. Single pole miniature cct breakers to fit the above consumer unit as follows:- (i) 63 amps tripple pole (ii)100 amps tripple pole	1 2 2	NO NO NO		

	(b)Consumer Unit 2 Way with 63A Double Pole Isolator, inclusive of 10 Amps, 20 Amps Breakers.	25	NO		
G	<u>SUB MAINS/OTHER ITEMS</u> Sub mains wired in 3 × 4.0mm ² SC-PVC-CU cable (E.A) drawn in 20mm diameter H.G pvc conduits concealed inside ceiling c/w all necessary accessories.	700	LM		
H	<u>EARTH SYSTEM & OTHER ITEMS</u> (i) Electrical earthing comprising of 10.0mm ² SC-PVC-CU cable drawn inside 20mm HG pvc conduit,1500mm by 15mm diameter copper electrode c/w clamps,pre cast concrete,inspection pit and covers. (ii) Standard cable loop-in box made from gauge 14swg with 60/80 amps double pole cut-out c/w HRC fuses as Henry's	1	ITEM		
		2	NO		
	TOTAL BROUGHT FORWARD		KSH		

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Brought from above				

I	Hikvision 5 IP CCTV Cameras 5mp Complete Kit 16-Channel NVR inclusive of a 32 inch monitor screen, a well locable, fabricated structure to house the NVR. SUPPLY,INSTALL,TEST AND COMMISSION THE FOLLOWING WORKS;AS PER specifications and to Engineers approval Supply, install, test and commission 80W Integrated Solar Street Lighting System complete with 200W monocrystalline solar panel, 12.8V 100Ah (1280Wh) LiFePO₄ lithium battery, MPPT charge controller with motion sensor, remote monitoring and protection features, high-efficiency LED luminaire delivering up to 20,000 lumens, IP66 weatherproof enclosure, die-cast aluminium housing, mounting accessories and all associated cabling and fittings. System to provide minimum 5 hours at 100% brightness and 6.5 hours at 20% brightness, suitable for mounting heights of 6–10m, complete with 5-year manufacturer's warranty and relevant IEC/CE certifications. or approved equivalent	1	NO		
J		NO	15		
	TOTAL BROUGHT FORWARD		KSH		

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Brought from above				
K	Erect 10 m high hot-dip galvanised tapered steel street lighting pole, 100 mm (4") diameter at base reducing to 75 mm (3") diameter at top, complete with a base plate of 400 x 400 mm, bracket arm, and all necessary fittings; pole to be directly embedded and concreted into mass concrete foundation (1:3:6) measuring 500 × 500 × 1200 mm deep, including excavation, placing, compacting, curing and backfilling around foundation, complete as directed by the Engineer, With a SOLAR LIGHT MOUNTING BRACKET WITH PROVISION OF ADJUSTING THE TILT ANGLE AND LAMP HOLDER to enclose the interconnection wiring, all clamped to counterract vandalism-all metallic supports to be hot dipped zinc galvanised with a spraying powder coated finish. The total weight supported by the pole must be able to with stand wind speeds of 27m/s	N0	4		
M	Allow for KPLC 3 Phase connection fee	Item	Item		
L	Supply, fabricate and install the words "NANYUKI STAGE" in individual three-dimensional UV-resistant acrylic (plastic) letters, minimum 20mm thick and 1.5m high, complete with internal high-efficiency waterproof LED illumination, LED drivers, power supplies and all associated electrical accessories. The letters shall be securely mounted onto a galvanized mild steel support framework fabricated from hollow sections and treated against corrosion, including all brackets, anchor bolts, fixings and supports required for a complete installation. The work shall include electrical wiring in concealed conduits, connection to the power source, testing, commissioning and handing over of the illuminated signage complete in all respects.	Item	Item		

	TOTAL FOR ELECTRICAL WORKS CARRIED TO GROUND FLOOR SUMMARY		KSH		
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ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SUMMARY SECTION</u>				
	<u>GROUND FLOOR</u>				
1	BUILDER'S WORK				
2	MECHANICAL WORKS				

3	ELECTRICAL WORKS				
	TOTAL FOR GROUND FLOOR CARRIED TO GRAND SUMMARY				

FIRST FLOOR

FIRST FLOOR					
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO: 2 RC SUPERSTRUCTURE</u>				
	<u>Insitu concrete; reinforced; class (1:1.5:3) 25 / (20mm); vibrated</u>				
A	Beams	30	cm		
B	Columns	15	cm		
C	In 150mm thick suspended slab	509	sm		
	<u>Reinforcement</u>				
	<u>Supply and fix steel bar reinforcement including bending hooks tying wire cutting spacers and supporting all in position as described in high tension steel bars reinforcement to BS4449</u>				
	<u>To Columns</u>				
D	16mm diameter bar	1658	kg		
E	8mm diameter bars	440	kg		
	<u>To Beams</u>				
F	12mm diameter bars	1318	kg		
G	8mm diameter bars	1152	kg		
	<u>To suspended slab</u>				
F	10mm diameter bars	6413	kg		
G	8mm diameter bars	2749	kg		
	<u>Sawn formwork to insitu concrete as described:-</u>				
J	To sides and soffits of beams	396	sm		
K	To vertical sides of columns	233	sm		
L	To soffits of suspended slabs	495	sm		
M	Edges of suspended slab, 75 to 150mm wide	191	lm		
	TOTAL FOR R.C SUPERSTRUCTURE CARRIED TO SUMMARY SECTION				

Stage/

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO.3</u>				
	<u>STAIRCASE</u>				
	<u>Vibrated reinforced concrete class 25/20</u> <u>in:- (1:1.5:3)</u>				
A	Staircase steps and waist	5	CM		
B	150mm thick suspended landings	12	SM		
	<u>Reinforcement (All Provisional)</u>				
	<u>Supply, cut, bend and fix the following</u> <u>reinforcement bars including tying wire,</u> <u>stirrups and spacer blocks to B.S. 4461</u>				
C	Assorted bars	550	kg		
	<u>Sawn formwork to :-</u>				
D	Soffites of suspended landings	22	SM		
E	Sides of landing slabs	14	LM		
F	Slopping soffites of stairs	19	SM		
G	Open string of staircase 300mm (extreme height) including cutting to profile of treads and risers	12	LM		
H	Risers 150-225mm high	58	LM		
TOTAL CARRIED TO COLLECTION					

Stage/

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>STAIRCASE FINISHES</u>				
	<u>Screed ; Cement sand backing (1:4) ;32 mm thick one coat beds; to concrete or block work base to receive terrazzo; generally to</u>				
A	12mm thick to landing slab	12	SM		
B	15 x 100mm high skirting	30	LM		
C	Ditto 150mm high risers	58	LM		
D	Ditto 300mm wide treads <u>20mm thick polished in-situ placed terrazzo pavings finished with approved marble chips of an approved colour comprising including 3 x 25mm deep plastic dividing strip set to terrazzo pavings.</u>	58	LM		
E	12mm thick to landing slab	12	SM		
F	15 x 100mm high skirting	30	LM		
G	Ditto 150mm high risers	58	LM		
H	Ditto 300mm wide treads	64	LM		
	<u>Cement: Sand (1:3) plaster</u>				
J	15mm thick plaster to soffits of landing slab	22	SM		
K	Ditto to sloping soffits of stairs	19	SM		
L	Ditto to sloping edges of stairs	12	LM		
	TOTAL CARRIED TO COLLECTION				

Stage/

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Prepare and apply one undercoat and two finishing coats of first quality silk vinyl paint on:</u>				
A	General plastered surface of sloping soffits of stairs	19	SM		
B	General plastered surface of landing soffits	22	SM		
C	General plastered surface of sloping edges of stairs	12	SM		
TOTAL CARRIED TO COLLECTION					
	<u>COLLECTION</u> <i>Total carried from page 62</i> <i>Total carried from page 63</i> <i>Total Carried from Above</i>				
TOTAL FOR STAIRCASE CARRIED TO SUMMARY SECTION					

Stage/

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO: 3 WALLING <u>Approved stone load bearing(6N/mm²) masonry walling:bedded jointed and pointed in cement and sand (1:3 mortar:reinforced with 25x3mm hoop iron strip laid horizontally every alternate course to approval</u> <u>External walls & Internal Walls</u>				
A	200mm thick wall	486	sm		
B	Ditto to 150mm thick	35	sm		
TOTAL FOR WALLING CARRIED TO SUMMARY SECTION					

Stage/

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO: 4</u>				
	<u>DOORS (Shutter door -steel plated)</u>				
A	Supply ,deliver assemble and fix 1200 x 2400mm high 16 gauge steel plated door all primed with red oxide complete with hanging and locking devices fixed to opening including cutting and pinning lugs to concrete or blockwork surround and bedded frame rail in cement and sand mortar (1:3) (Ref:D01)	1	No		
B	Ditto to 1500x2400mm high (Ref D02)	24	No		
	<u>Supply,assemble and fix the following purpose made steel casement door to comply with BS 990 obtained from an approved manufacturer, once shoped primed with red oxide before delivery to site complete with hinges, handles, catches and building in lugs (all to Architect's approval and satisfaction.)</u>				
B	Steel casement Single leaf door overall size 900x2400mm high, Panes sizes not exceeding 0.1 SM ; consisting of steel framing, bracing and infill to Architect's details and all necessary ironmongery. Ref D-08	4	NO		
C	Steel casement door size 1000x2100mm high Ref: D-05	1	NO		
D	Ditto but to size 500x2400mm high Ref: D-04	2	NO		
	<u>Prepare and apply three coats of premium gloss paint to:-</u>				
E	General surfaces of metal (bsm)	205	sm		
TOTAL CARRIED TO COLLECTION					

Stage/

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>45mm Thick solid core doors to B.S 459: part 2 veneered both sides with internal quality plywood and lipped on all edges</u>				
A	Door; overall size 800 x 2100mm high	5	NO		
	<u>Wrot cypress framed frames and framings or equal and approved;</u>				
B	100 x 50 mm; 2 No. labours; plugged door frame	26	LM		
C	25 x 25mm moulded quadrants	26	LM		
	<u>Supply and fix the following to UNION catalogue or other equal and approved</u>				
	<i>To softwood, hardwood or the like fixing with screws</i>				
D	Three lever mortice lock complete with set lever brass handle furniture	5	NO		
E	140 x 35mm heavy Duty polished solid brass hinges	7.5	PRS		
F	Indicator bolt	5	NO		
G	"MALE" symbols	1	NO		
H	"FEMALE" symbols	1	NO		
	TOTAL CARRIED TO COLLECTION				
	Total carried from page 66 Total carried from Above				
	TOTAL FOR DOORS (ROLLER SHUTTER) CARRIED TO SUMMARY SECTION				

Stage/

[illegible]

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO: 6</u>				
	<u>FINISHES</u>				
	<u>Floor finishes</u>				
	<u>Thicknessing and screeding</u>				
A	32mm thick backing to floor trowelled to receive terrazzo	450	sm		
	<u>20mm thick polished in-situ placed terrazzo pavings finished with approved marble chips of an approved colour comprising including 3 x 25mm deep plastic dividing strip set to terrazzo pavings.</u>				
B	Floors	450	SM		
C	100x20mm Skirting	383	SM		
D	Raking cutting	383	LM		
	<u>Wall Finishes</u>				
E	12mm gauge plaster steel trowelled finish on concrete to general surfaces of internal walls, columns & beams.	875	sm		
F	12mm rendering to walls, columns & beams finished with a wood float to receive wall master	227	sm		
	<u>Wet areas</u>				
G	12mm gauge plaster steel trowelled finish on concrete to general surfaces of washroom walls to receive tiles	57	sm		
TOTAL CARRIED TO COLLECTION					

Stage/

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	<u>Glazed ceramic tiles bedding and jointing in cement and sand (1:3) mortar and flush pointed with white cement:</u> 400 x 250 x 8mm Thick tiles	57	SM		
B	<u>Coral Stones Finish</u> 12mm gauge plaster steel trowelled finish on concrete to general surfaces of external walls to receive coral stones	9	sm		
C	15mm thick coral stones finish on cement/sand (1:4) screed as directed by the Architect.	9	sm		
D	<u>Ceiling Finishes</u> <u>12mm gauge plaster steel trowelled finish: on concrete to:-</u> Soffits of suspended slab	394	sm		
E	<u>Painting 3 coats plastic emulsion</u> <u>Prepare and apply three coats of covermatt paint to:-</u> Plastered soffits of slab	394	sm		
F	Plastered internal surfaces	875	sm		
G	<u>Prepare and apply one coats of cementitious texture finish (wall master) to:-</u> Rendered surfaces	227	sm		
	TOTAL CARRIED TO COLLECTION				
	Total carried from page 69				
	Total carried from Above				

Stage/

	TOTAL FOR FINISHES CARRIED TO SUMMARY SECTION	
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ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO.7</u> <u>BALUSTRADING AND RAILING</u> <u>STAIRCASE</u> <u>Mild Steel ; (to approved pattern by the Architect.)</u>				
A	Supply, fabricate, deliver and fix mild steel balustrading to composite staircase, ramp, comprising top rails, bottom rails, intermediate braces and decorative wrought iron infill to approved design; all components welded, ground smooth, primed with red oxide and finished as specified; balustrade curved on plan to suit layout, overall height 1050mm, including fixing to concrete plinth and anchoring ends to walling, complete	13	LM		
B	Supply, fabricate and fix decorative CNC-cut mild steel railing panels (verandah) formed 1.2mm thick mild steel plate to approved pattern 1200mm high, including all framing members comprising top and bottom rails, posts, stiffeners and supports; all cutting, welding, jointing, grinding and finishing; drilling and bolting or welding to mild steel or concrete/& masonry structure including all necessary cleats, brackets, holding down bolts and anchor fasteners; including surface preparation, one coat red oxide primer to the satisfaction of the Architect/Project Manager.) <u>Prepare and apply three coats first grade epoxy/ gloss oil paint or equal and approved paint: on plastered surfaces: to:</u>	118	LM		
C	General surfaces of Mild steel	295	SM		

Stage/

	TOTAL FOR RAILING CARRIED TO SUMMARY SECTION				
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SUMMARY SECTION</u>				
	<u>FIRST FLOOR</u>				
1	RC SUPERSTRUCTURE				
2	STAIRCASE				
3	WALLING				
4	DOORS				
5	WINDOWS				
6	FINISHES				

7	RAILING				
TOTAL FOR BUILDER'S WORK CARRIED TO FIRST FLOOR SUMMARY					

MECHANICAL WORKS					
ITEM.	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
	FIRST FLOOR. SANITARY FITTINGS: PURCHASE,SUPPLY AND INSTALL THE FOLLOWING SANITARY FITTINGS AS PER DESCRIPTION GIVEN:				

A.	WATER CLOSET Water closet " Pan squiting water closet ".The suit to be supplied complete with wall valveless Low level flush 7.5litres cistern fittings including siphon,Pressing valve connected with cable to overflow,plastic flush bend inlet connection and reversible chrome plated cistern lever and cistern supports.as twyfords or equal approved	5	NO.		
	i. Wall supports Ref. No. SR 1319XX as twyfords “	10	NO.		
	ii. 300 long x 15 mm diameter flexible including brass backnuts and jointing GMS tubing	5	NO.		
B.	WASH HAND BASIN WALL MOUNTED Wash hand basin,size 590x440mm wide in hole Ref. No. WB 2535 WH complete with wall hug fittings as twyfords or equal approved.	6	NO.		
	i. Chrome plated Aztec bib taps ½” Ref. No. AZ 5200 CP.	6	NO.		
	ii. SOLA 590 bottle trap	6	NO.		
	iii. Wall supports Ref. No. SR 1319XX as twyfords “	12	NO.		
	iv. 300 long x 15 mm diameter flexible including brass backnuts and jointing GMS tubing	6	NO.		
TOTAL CARRIED TO COLLECTION.					

ITEM.	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
A.	SANITARY FITTINGS CONTINUED.				
	MIRRORS: 6mm thick polished plate glass,silver backed mirror with beveled edges,size 610x497mm plugged and screwed to wall with 4 No. chrome platred chrome capped screws	6	NO.		

B. C. D. D.	TOILET ROLL HOLDER: Toilet roll holder in stainless or equal and approved equivalent	5	NO.		
	TOILET BRUSH AND HOLDER: Toilet brush and holder in vitreous china or equal and approved equivalent.	5	NO.		
	SOAP DISPENSER: Supply and fix AUTOMATIC SOAP dispenser torch free as stir mix capacity 1Litre.wall mounted	3	NO.		
	WASHROOM DUSTBIN Plastic pedal yellow dustbin of 20L capacity	3	NO.		
TOTAL CARRIED TO COLLECTION.					

ITEM.	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
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	SANITARY FITTINGS CONTINUED.				
	URINAL BOWLS WITH PRESS FLUSH VALVE				
A.	Supply and install ceramic Urinal. Bowl as twyford with top inlet of flushing water and waste outlet wall hug kit	4	NO.		
i.	Low pressure urinal Chrome flush valve 20mm diameter cp docol or equal approved	3	NO		
ii.	Waste bottle P Trap as CP DOCOL or equal approved	3	NO		
iii.	Wall supports Ref. No. SR 1319XX as twyfords “	12	NO.		
iv.	300 long x 15 mm diameter flexible including brass backnuts and jointing GMS tubing	2	NO.		
	TOTAL CARRIED TO COLLECTION.				
	COLLECTIONS.				
	FROM PAGE. 73				
	FROM PAGE. 74				
	FROM ABOVE.				
	TOTAL FOR FIRST FLOOR SANITARY FITTINGS CARRIED TO COLLECTION.				

ITEM.	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
	<u>ACCESSIBLE WASHROOMS</u> <u>PURCHASE SUPPLY AND INSTALL THE FOLLOWING FITTINGS SUIT FOR PWD AS PER DESCRIPTION GIVEN.</u> WATER CLOSET \$ COUPLE CERAMIC CISTERN SUITE FOR PEOPLE WITH DISABILITY: Supply and install Wash down WC suite as TYFORDS DOCM back to wall for Disabled persons C/W the following pedestal WC Bowl with horizontal outlet C/W seat and cover. 9Litre cistern C/W cover and plunger double PRESSING siphon valve A. (i) Stainless steel grab hand rails fixed on walls on both sides of W.C (ii) Stainless steel flip up handicap with TP holder (iii) 300 long x 15 mm diameter flexible including brass backnuts and jointing GMS tubing (iv) Wall supports Ref. No. SR 1319XX as twyford's " TOILET ROLL HOLDER: Toilet roll holder in stainless or equal and approved equivalent B. TOILET BRUSH AND HOLDER: Toilet brush and holder in vitreous china or equal and approved equivalent. C.	1	NO.		
		2	NO.		
		1	NO.		
		2	NO.		
		4	NO.		
		1	NO.		
		1	NO.		
	TOTAL CARRIED TO COLLECTION.				

ITEM.	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
	ACCESSIBLE WASHROOMS - CONTINUED.				
	WASH HAND BASIN SUIT FOR PEOPLE WITH DISABILITY				
A.	Wash hand basin,size 590x440mm wide in hole Ref. No. WB 2535 WH wall hug basin	1	NO.		
(i)	Chrome plated Aztec bib taps ½” Ref. No. AZ 5200 CP.	1	NO.		
(ii)	SOLA 590 bottle trap	1	NO.		
(iii)	Wall supports Ref. No. SR 1319XX as twyfords “	2	NO.		
(iv)	300 long x 15 mm diameter flexible including brass backnuts and jointing GMS tubing	1	NO.		
(v)	Stainless steel hand grab rails fitted on walls on boths sides of basin	2	NO.		
	MIRRORS:				
B.	6mm thick polished plate glass,silver backed mirror with beveled edges,size 610x497mm plugged and screwed to wall with 4 No. chrome platred chrome capped screws	1	NO.		
	TOTAL CARRIED TO COLLECTION.				
	COLLECTION. FROM PAGE 76 FROM ABOVE.				
	TOTAL FOR ACCESSIBLE WASHROOM CARRIED TO COLLECTION.				

Stage/

ITEM.	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
	FIRE FIGHTING EQUIPMENTS. Must be able to extinguish all classes of fire MUST be placed open open place near exit MUST not be placed near risk items MUST be clearly visible on their location MUST be mounted on walls keeping bottom of the extinguisher 5 to 50 inches off the floor SWINGING FIRE HOSE REEL: Swinging Type Hose Reel C/W 30MX19M hose ,tubing, spray nozzle and valve 30M long hose tube.	3	NO.		
	CONNECTING PIPE FROM WATER SOURCE. PPR PN PIPE i. 25mm diameter pipe	20	LM.		
	BEND. ii. 25mm diameter bend.	10	NO.		
	SOCKET. iii. 25mm diameter socket..	10	NO.		
	FIRE EXIT SIGN. Well labelled sign showing exit signs incase of emergency fixed on walls where there is public passage.	5	NO.		
	FIRE ACTION NOTICE. Well instructed notice incase of fire describing steps and gaurdline how person should do incase of fire.	5	NO.		
TOTAL FOR FIRST FLOOR FIRE FIGHTING EQUIPMENT CARRIED CARRIED TO COLLECTION.					

Stage/

ITEM.	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
	PIPEWORK NETWORK:				
	PPR PN PIPEWORK:				
A.	20mm diameter pipework	30	LM.		
	BENDS/ELBOWS:				
B.	20mm diameter (Male \$ Female \$ Plain Elbows)	15	NO.		
	TEES:				
C.	20mm diameter (Male \$ Female \$ Plain Tees)	15	NO.		
	UNIONS:				
D.	20mm diameter	15	NO.		
	VALVES:				
E.	Gate valves (20mm diameter Peglar type)	2	NO.		
	SOCKETS:				
F.	20mm diameter (Male \$ Female \$ Plain sockets)	10	NO.		
	NIPPLES:				
G.	20mm diameter	10	NO.		
	ADAPTORS:				
H.	20mm diameter adaptors (Male \$ Female \$ Plain adaptors)	20	NO.		
	CROSS:				
J.	20mm diameter cross	10	NO.		
	CLAMPS:				
K.	20mm diameter size pipe clamp	10	NO.		
	CAPS:				
L.	20mm diameter cap	5	NO.		
	GROOVING IN WALL				
M.	Allow for chasing; in wall; for small diameter pipes to be used for internal pipeworks	1	SUM.		
	DRILLING OF HOLES.				
N.	Allow for cutting holes;through walls,for small diameter PPR pipes to be used for internal pipeworks	1	SUM.		
	TOTAL FOR FIRST FLOOR INTERNAL PIPEWORK NETWORK CARRIED TO COLLECTION.				

ITEM.	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
	INTERNAL AND ABOVE DRAINAGE.				
	UPVC AND MUPVC PIPE:				
A.	100mm heavy duty Golden brown pipe class D.	10	LM.		
B.	100mm diameter heavy duty grey pipe class D.	10	LM.		
C.	50mm ditto	15	LM.		
	BENDS:				
D.	100mm diameter bend Plain bend	5	NO.		
E.	100mm diameter bend Inspection Bend	5	NO.		
F.	50mm diameter bend inspection bend	5	NO.		
G.	50mm diameter bed plain bend	5	NO.		
	BOSS CONNECTOR:				
H.	100mm Diameter boss connector.	3	NO.		
	W.C CONNECTORS:				
J.	100mm diameter WC connectors.	3	NO.		
	JUNCTION REDUCER.				
K.	100mm by 50mm junction Inspection Joint Angle 45°	2	NO.		
L.	100mm by 50mm junction Plain Joint Angle 45°	2	NO.		
M.	100mm by 50mm junction Inspection Joint Angle 90°	2	NO.		
N.	100mm by 50mm junction Plain joint Angle 90°	2	NO.		
	TEES:				
T.	100mm diameter tee plain.	2	NO.		
U.	100mm diameter tee Inspection Tee.	2	NO.		
V.	50mm diameter tee inspection tee	5	NO.		
W.	50mm diameter tee plain tee .	5	NO.		
	TOTAL CARRIED TO COLLECTION.				

Stage/

ITEM.	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
INTERNAL AND ABOVE DRAINAGE CONTINUED.					
	CLAMPS				
A.	50mm diameter clamp	3	NO.		
	TANGIT GLUE:				
B.	PVC Solvent cement Glue watertight.	5	NO.		
	DRILLING HOLE IN WALLS.				
C.	Allow for cutting holes;through Walls, for drainage of waste water pvc pipes .	1	SUM.		
	WYEE TEE				
D.	100mm diameter wyee plain wye	2	NO.		
E.	100mm diameter wyee Inspection wye	2	NO.		
F.	50mm diameter wyee inspection wye	5	NO.		
G.	50mm diameter wyee plain wye	5	NO.		
	FLOOR TRAPS				
H.	Supply and install from 4 way floor traps in areas like washings areas,,upper floors and kitchen to drain waster floor water connected with 50mm diameter upvc pipe	3	NO.		
	UPVC WASTE PIPE FROM FLOOR TRAPS				
(i)	50mm diameter upvc pipe from floor trap	9	LM.		
	BREATHER PIPE:				
J..	100mm diameter heavy duty grey pipe class D.	10	LM.		
	BREATHER VENT:				
K.	100mm diameter vent cowl.	2	NO.		
TOTAL CARRIED TO COLLECTION					

Stage/

ITEM.	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
	INTERNAL AND ABOVE DRAINAGE CONTINUED.				
	DRAINAGE FROM VERANDAR , UPPER FLOORS AND BALCONY.				
	FLOOR TRAPS				
A.	Supply and install from 4 way floor traps in areas like washings areas,,upper floors and kitchen to drain waster floor water connected with 50mm diameter upvc pipe	10	NO.		
	UPVC WASTE PIPE FROM TRAPS				
(i)	50mm diameter upvc pipe from floor trap	30	LM.		
	UPVC AND MUPVC DOWNPIPE PIPES				
B.	50mm diameter heavy duty class D	60	LM.		
	BENDS				
C.	50mm diameter bend. plain bend	5	NO.		
D.	50mm diameter bend Inspection bend	5	NO.		
	TEE				
E.	50mm diameter tee. Plain Tee	5	NO.		
F.	50mm diameter tee. InspectionTee	5	NO.		
	CROSS				
G.	50mm diameter cross plain.	5	NO.		
H.	500mm diameter cross Inspection cross	5	NO.		
	WYEE TEE				
J.	50mm diameter wyee plain wye	5	NO.		
K.	50mm diameter wyee Inspection wye	5	NO.		
	TOTAL CARRIED TO COLLECTION				
	COLLECTIONS.				
	FROM PAGE. 80				
	FROM PAGE 81				
	FROM ABOVE				
	TOTAL FOR FIRST FLOOR INTERNAL AND ABOVE DRAINAGE CARRIED TO COLLECTION.				

ITEM.	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
	FIRST FLOOR COLLECTION.				
A.	SANITARY FITTINGS.				
B.	ACCESSIBLE WASHROOM.				
C.	FIRE FIGHTING EQUIPMENT.				
D.	PIPEWORK NETWORK.				
E.	INTERNAL AND ABOVE DAINAGE.				
	TOTAL FOR MECHANICAL WORKS CARRIED TO FIRST FLOOR SUMMARY				

Stage/

ELECTRICAL WORKS					
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SUPPLY, INSTALL, TEST & COMMISSION THE FOLLOWING</u>				
A	<u>LIGHTING POINTS</u> Lighting points wired in 3 x 1.5 mm ² P.V.C – SC-CU cables (E.A) drawn in 20 mm diameter H.G P.V.C conduits concealed inside ceiling c/w all necessary accessories.	56	NO		
B	<u>LIGHTING FITTINGS</u> Light fittings c/w fixing accessories and lamps as follows:- (a) Ceiling Rose B22 (Pin) Rating: 2A 220–250V AC 50Hz. Max. Output: 460W@230V (b) 1200mm, 1 x 36w, 4FT LED florescent fittings of slim cross section with clip on cover as Thorn/approved equivalent. (c) 1200mm, 1 x 36w, 2FT LED florescent fittings of slim cross section with clip on cover as Thorn/approved equivalent.	48 3 5	NO NO NO		
C	<u>SWITCHES</u> (i) One gang two way switch as MK or approved equivalent (ii) Two gang two way switch as MK or approved equivalent. (iii) Three gang two way switch as MK or approved equivalent.	5 32 1	NO NO NO		
D	<u>SOCKET OUTLET/POWER POINTS</u> (i) Socket outlet points wired in 3 x 2.5 mm ² SC-P.V.C-CU cables drawn inside 25 mm diameter p.v.c conduits c/w all necessary accessories (ii) 13A 2 gang switched molded socket outlet plate as MK/approved equivalent	24 24	NO NO		
E	<u>DATA POINTS/OUTLETS</u>				

	Allow for modern internet provision	Item	Item		
	TOTAL BROUGHT FORWARD		KSH		

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Brought from above				-
F	<u>DISTRIBUTION BOARD</u>				
	(a)Consumer Unit 2 Way with 63A Double Pole Isolator, inclusive of 10 Amps, 20 Amps Breakers.	24	NO		
G	<u>SUB MAINS/OTHER ITEMS</u>				

	Sub mains wired in 3 × 4.0mm² SC-PVC-CU cable (E.A) drawn in 20mm diameter H.G pvc conduits concealed inside ceiling c/w all necessary accessories.	650	LM		
	TOTAL FORELECTRICAL WORKS CARRIED TO FIRST FLOOR SUMMARY		KSH		

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
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[illegible]

Stage/

TERRACE

TERRACE

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO: 1</u> <u>RC SUPERSTRUCTURE</u> <u>Insitu concrete; reinforced; class (1:1.5:3)</u> <u>25 / (20mm); vibrated</u>				
A	Beams	1	cm		
B	Columns	1	cm		
	<u>Reinforcement</u> <u>Supply and fix steel bar reinforcement</u> <u>including bending hooks tying wire</u> <u>cutting spacers and supporting all in</u> <u>position as described in high tension steel</u> <u>bars reinforcement to BS4449</u>				
	<u>To Columns</u> 16mm diameter bar	102	kg		
D	8mm diameter bars	31	kg		
	<u>To Beams</u> 12mm diameter bars	52	kg		
F	8mm diameter bars	26	kg		
	<u>Sawn formwork to insitu concrete as</u> <u>described:-</u>				
G	To sides and soffits of beams	4	sm		
H	To vertical sides of columns	16	sm		
	TOTAL FOR R.C SUPERSTRUCTURE CARRIED TO SUMMARY SECTION				

Stage/

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO.2:</u> <u>ROOFING (All Provisional)</u> <u>Roof Construction</u> <u>Sawn cypress, second grade; well seasoned and treated with approved wood preservative; with and including all jointing and connection (packing piece, bolts, etc.) as neccesary; in roof</u> <u>The following in trusses and/or independent member</u> A 150 x 50mm truss Rafter 29 LM B 75x50mm purlins and battens 24 LM <u>Roof Covering</u> <u>Galvanized steel IT5 box profile sheets; 30 gauge; prepainted</u> C Roof covering;fixed to timber structure (m/s) with roofing nails and neoprene washers J bolts nuts neoprene washers and caps with one and a half corrugation side lap and 150mm end laps 34 SM				
	TOTAL CARRIED TO COLLECTION				

Stage/

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Roof Construction</u> <u>The following in framed steel work to B.S 449 including 2 coats of red oxide primer after fixing, holes, bolts all joints welded at least 6mm fillet welds;all exposed ends of hollow sections to be blanked with 3mm thick plates; and hoisting approximately 8,500 mm from ground level; Contractor to prepare shop drawings and fabrication details and have them approved by the Project Manager before fabrication:</u> <u>The following in trusses and/or independent member</u>				
A	50 X 50mm x 3mm (4.43 Kg / Lm) RHS Top and Bottom Chords	473	KG		
B	50 x 50mm x 3mm (4.43Kg/Lm) struts and ties	331	KG		
C	150x150x2mm thick z purlins bolted with 75mm long bolts	332	KG		
D	50 X 50mm x 3 mm (4.43 Kg / Lm) RHS Wall plate on and including 10mm cement and sand (1;4) mortar bed secured to reinforced concrete ring beam (m.s) by mild steel anchor bolts (m.s)	189	KG		
	<u>3mm Thick clear corrugated profiled polycarbonate UV sheet roofing as heavy duty fixed onto roof truss members measured separately all in accordance with Structural Engineer's specifications</u>				
E	Roof covering not exceeding 45 degrees from the horizontal including all necessary fixtures	84	sm		
F	Ridge or hip cap to match	27	lm		
TOTAL CARRIED TO ROOF COLLECTION					

Stage/

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>COLLECTION</u> <i>Total carried from page 111</i> <i>Total carried from page 122</i>				
	TOTAL FOR ROOFING CARRIED TO SUMMARY SECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 3:</u> <u>FINISHES</u> <u>Approved machine cut stone load bearing (6N/mm²) masonry walling, bedded jointed and pointed in cement sand (1:3) mortar and reinforced in 25x3mm wide hoop irons in every alternate course to approval</u>				
A	200mm thick parapet wall	172	SM		
B	200mm thick wall	35	SM		
	<u>Lightweight water proofed screeds</u> <u>Light-weight roof screed consisting of cement, sand and pumice or vermiculite (1:3:7) finished with 12 mm thick cement and sand (1:4) topping as described in:-</u>				
C	100 mm Thick (average) screeded beds laid to falls and crossfalls on concrete roof slab	480	SM		
D	20mm thick render in parapet walls/ upstand beams (with waterproofing additives)	207	SM		
	<u>APP bituminous waterproofing membrane fully bonded by blow torch application on cement and sand screed(m.s) laid in strict accordance with the manufacturers instructions</u>				
E	6mm APP membrane laid to falls on cross screeds (ms) to receive screed (ms) to roof slabs including 300mm high skirting all round	480	SM		
	TOTAL CARRIED TO COLLECTION				

Stage/

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Prepare and apply two coats approved reflective painting to roof surfaces; all to Architect's approval and satisfaction. <u>Cement and sand (1:4) plaster</u>	480	SM		
B	12mm Thick to wall surfaces internally	207	SM		
C	Ditto to columns	16	SM		
	<u>Prepare and apply three coats of premium quality silk vinyl paint as "Basco Paints - Duracoat" or "Crown Paints" or equal and approved to:-</u>				
D	To plastered surfaces <u>Prepare and apply one coat of cementitious texture finish (wall master) to:-</u>	223	SM		
E	Rendered surfaces	172	SM		
	<u>Coping</u> 300 x 600 x 50mm thick precast concrete				
F	Wall coping; weathered, throated and bedded in cement sand (1:3) to detail.	143	LM		
TOTAL CARRIED TO ROOF COLLECTION					
	Total carried from page 114 Total carried from Above				
TOTAL FOR FINISHES CARRIED TO ROOF SUMMARY					

Stage/

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SUMMARY SECTION				
	ROOF				
1	RC SUPERSTRUCTURE				
2	ROOF				
3	FINISHES				
	TOTAL FOR ROOF CARRIED TO BUILDER'S WORK SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	<u>ELEMENT NO.1</u>				
	<u>SIGNAGE</u> Supply, fabricate and install a high-visibility, 3D illuminated LED signpost branded “ NANYUKI MATATU TERMINUS ”, comprising weather-resistant aluminium and/or acrylic construction with internally fitted energy-efficient LED lighting for 24-hour visibility, complete and/with the County Government of Laikipia County Government logo , all lettering in raised 3D form, including structural supports, electrical connections, fixing, testing and commissioning, all in accordance with the Architect's/Electrical Engineer approval and Satisfaction	1	NO		

Stage/

	TOTAL FOR SIGNAGE CARRIED TO BUILDER'S WORK SUMMARY	
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MECHANICAL WORKS					
ITEM.	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
	SUSPENDED FLAT				
	ROOF. STORAGE				
	TANKS:				
A.	Purchase ,Supply and Install plastic water tank of capacity 5,000Litres as kentank or equal approved equivalent placed on suspended slab.	5	NO.		
(i)	Brass ABS thread size 25mm with ballcock to be fitted inside the tank to prevent tank overflow after filled with water	5	NO.		
(ii)	Bulkhead size 25mm diameter	5	NO.		
	FLOOR TRAPS				
B.	Supply and install from 4 way floor traps in areas like washings areas,,upper floors and kitchen to drain waster floor water connected with 50mm diameter upvc pipe	10	NO.		
	UPVC WASTE PIPE FROM TRAPS				
(i)	50mm diameter upvc pipe from floor trap	30	LM.		
	UPVC AND MUPVC DOWNPIPE PIPES				
C,	50mm diameter heavy duty class D	60	LM.		
	BENDS				
D.	50mm diameter bend. - plain bend	5	NO.		
E,	50mm diameter bend - Inspection bend	5	NO.		
	TEE				
F.	50mm diameter tee. - Plain Tee	5	NO.		
G.	50mm diameter tee. - InspectionTee	5	NO.		
	CROSS				
H.	50mm diameter cross - plain.	5	NO.		
J.	50mm diameter cross - Inspection cross	5	NO.		
	WYEE TEE				

Stage/

K.	50mm diameter wyee - plain wye	5	NO.		
L.	50mm diameter wyee - Inspection wye	5	NO.		
	CLAMPS				
M.	50mm diameter size clamps to hold pipes on walls	20	NO.		
TOTAL FOR TERRACE CARRIED TO SUMMARY					

ITEM.	DESCRIPTION.	QTY.	UNIT.	RATE.	AMOUNT.
	<u>TERRACE</u>				
1	BUILDER'S WORK				
2	SIGNAGE				

EXTERNAL WORKS

EXTERNAL WORKS

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SHEDS</u>				
A	Excavate pit for steel columns starting from ground level n.e 1.5m deep and backfill after	1	CM		
B	75x75x3mm SHS post overall height 3 long from above ground and mortised into concrete and the other end bracketed for roof structure	18	LM		
C	40x40x3mm thick SHS horizontal rails screwed onto steel posts (m.s)	3	LM		
D	Ditto to form wall plate	3	LM		
E	30G IT5 sheets screwed to horizontal rails	3	SM		
F	40x40x3mm thick SHS to rafters	3	LM		
F	40x40x3mm thick SHS purlins screwed to rafters	6	LM		
G	M.S Gauge 18 welded onto 25x25X2mm thick SHS and allow for branding with "COUNTY GOVERNMENT OF LAIKIPIA" or equal and approved by the Architect	3	SM		
J	Gloss oil paint to surfaces of metal 75mm	5	LM		
K	Allow for supply, delivery and fixing of custom precast concrete benches measuring 1000 × 600 × 600 mm high, finished with approved exterior paint in colours selected by the Project Manager, including all necessary preparation, accessories and installation, complete to the satisfaction of the Architect.	2	NO		
	TOTAL FOR 1NO. SHED				
	X 8NO.				
	TOTAL FOR 8NO. SHEDS				

CIVIL WORKS

UPGRADING OF NANYUKI MAIN BUS TERMINUS

BILL NO.4	SITE CLEARANCE AND TOPSOIL STRIPPING				
ITEM NO.	DESCRIPTION	UNI TS	QTY	RATE	AMOUNT
4.01	Site Clearance and demolition of temporal structures	SM	3,570.00		
4.02	Removal of topsoil to a maximum depth of 200mm inclusive of existing bitumen layer, dust and hardcore accordance with specifications as directed by the Engineer	CM	602.00		
4.03	Include a provisional sum of Kshs. 500,000 for demolition of existing structures as directed by the Engineer	LS	1		
	Totals Carried to Summary				

BILL NO.5	EARTHWORKS				
ITEM NO.	DESCRIPTION	UNI TS	QTY	RATE(KSH)	AMOUNT (KSH)
	No separate payments shall be made for the overhaul of the material, and the cost of such haulage shall be included in the rates and or pieces.				
5.01	Cut in soft material and cart away to spoil	CM	2,100.00		
5.02	Cut in hard material and cart away to spoil	CM	200.00		
5.04	Provide and fill in approved soft material and compact to 95% MDD (AASHTO T99) below formation level as directed by the Engineer	CM	301.00		
5.06	Compact formation ground to at least 95%MDD(AASHTO T99).	SM	3,570.00		
5.08	Top-soiling prior to planting grass as directed by the Engineer	SM	40.00		
5.09	Grassing and shrubbery as directed by the Engineer	SM	40.00		
	Totals Carried to Summary				-

BILL NO.8	CULVERT AND DRAINAGE WORKS				
ITEM NO.	DESCRIPTION	UNI TS	QTY	RATE(KSH)	AMOUNT (KSH)
8.01	Excavate in soft material for pipe culverts, headwalls, wing walls, aprons, toe beams, drop inlets side drains, mitre drains, cut off drains and outfall drain to free-flowing conditions and compact as specified or as directed by the Engineer	CM	20.00		
8.03	Provide, lay and joint 600mm ID concrete pipes with bed and surround	LM	10.00		
8.04	Provide, lay and joint 450mm ID concrete pipes as service ducts with bed and surround	LM	10.00		
8.05	Provision and placement for A142 fabric mesh reinforcement for culverts	SM	30.00		
8.06	Provide and place Class 15/20 concrete	CM	10.00		
8.07	Provide and place Class 25/20 concrete to headwalls, wing walls, toe walls and aprons including formwork and reinforcement	CM	5.40		
8.08	Excavate in any material, provide and joint 300mm shallow drain and backfilling with selected material and haunched in class 15/20 concrete	LM	190.00		
8.09	Excavate for,provide place 600mm x 600mm X 50mm paving slab on 50mm quarry dust	SM	24.00		
	Totals Carried to Summary				

BILLN O.9	PASSAGE OF TRAFFIC				
ITEM NO.	DESCRIPTION	UNI TS	QTY	RATE(KSH)	AMOUNT (KSH)
9.01	Place warning signs, barriers and cones around working area and guide the passage of traffic through the works of ksh 50,0000	lumps um	1.00		
					-
	Totals Carried to Summary				

BILLN O.12	NATURAL MATERIAL,SUBBASE AND BASE				
ITEM NO.	DESCRIPTION	UNI TS	QTY	RATE(KSH)	AMOUNT (KSH)
	No separate payments shall be made for the overhaul of material, and the cost of such haulage shall be included in the rates and or prices				
12.01	Provide, place, water and compact approved hard natural gravel to specifications and as directed by the Engineer	CM	1200		
12.02	Provide, lay, and compact 300mm hand packed stone material in layers of 150mm thick including fillings voids with stone dust to specifications and as directed by the Engineer	CM	950		
					-
	Totals Carried to Summary				

BILL NO.20	ROAD FURNITURE				
ITEM NO.		UNI TS	QTY	RATE(KSH)	AMOUNT (KSH)
20.01	Provide and erect permanent road signs where instructed by the Engineer and in accordance with the specifications as follows: - Priority,a) prohibitory and mandatory signs	NO	10.00		
20.02	b)Standard informatory signs	NO	2.00		
20.03	Provide and lay white reflective road marking including cleaning the surface of all dirt, dust, and other foreign matter, complete with demarcation at site/pre-marking, finishing and managing traffic movements. Marking to be done as per the specifications, detailed drawings and as instructed by the Engineer				
20.04		SM	10.00		
20.05	b) Road marking, white edge line	SM	124.70		
20.06	Excavate for, provide and place 250 x 125 mm class 25/20 precast concrete raised or ramped kerbs haunched in 100 mm thick class 15/20 concrete base bedding and mortar joined in support to bus bays and junctions as directed by the Engineer	LM	400.00		
20.06 a)	Ditto 20.06 but 100 x125mm flush channels in support of carriage way walkway	LM	400.00		
20.11	Provide and install 1.5m bollards comprising mild steel hollow circular posts centrally encased in Class 20/20 concrete with a minimum diameter of 150mm as instructed by the Engineer.	No.	30.00		
	Totals Carried to Summary				

[illegible]

GRAND SUMMARY

BILL NO 25:	ENVIRONMENTAL, MITIGATION MEASURES, HIV/AIDS CAMPAIGN AND CROSSCUTTING ISSUES.				
ITEM NO.	DESCRIPTION	UNI TS	QTY	RATE(KSH)	AMOUN T(KSH)
25.01	Allow for a provisional sum of Kshs 300,000.00 for management of ESMP and reporting, Compliance Audits and Environmental & Social Monitoring.	LS	1.00		
25.02	Allow for a provisional sum of Kshs 500,000.00 for HIV&AIDS awareness prevention and cross cutting issues	Lum psum	1.00		
	Totals Carried to Summary				
BILL	DESCRIPTION	UNI TS	QTY	RATE(KSH)	AMOUN T(KSH)

	<u>SUMMARY</u>				
BILL 1	<u>CIVIL WORKS</u>				
4.00	SITE CLEARANCE AND TOP SOIL STRIPPING				
5.00	EARTHWORKS				
8.00	CULVERT AND DRAINAGE WORKS				
9.00	PASSAGE OF TRAFFIC				
12.00	NATURAL MATERIAL,SUBBASE AND BASE				
20.00	ROAD FURNITURE				
23.00	CABRO PAVING				
25.00	ENVIRONMENTAL,MITIGATION MEASURES,HIV/AIDS CAMPAIGN AND CROSSCUTTING ISSUES.				
	TOTAL FOR CIVIL WORKS CARRIED TO GRAND SUMMARY				.

PROPOSED UPGRADING OF NANYUKI BUS TERMINUS

GRAND SUMMARY			
ITEM	DESCRIPTION	TENDERERS AMOUNT	OFFICIAL USE ONLY
1	PARTICULAR PRELIMINARIES FROM PAGE 10		
2	GENERAL PRELIMINARIES FROM PAGE 21		
3	GROUND FLOOR FROM PAGE 59		
4	FIRST FLOOR FROM PAGE 86		
5	TERRACE FROM PAGE 119		
6	EXTERNAL WORKS FROM PAGE 121		
7	CIVIL WORKS FROM PAGE 133		
8	CONTINGENCIES		
	SUB-TOTAL		
9	ADD .003% CAPACITY BUILDING LEVY		
	SUB TOTAL		
10	ADD V.A.T 16%		
	11 TOTAL CARRIED TO FORM OF TENDER		

Amount of tender in words: Kenya

Shillings.....

Tenderer's signature and stamp.....

Date.....

Witness: Name and

signature.....

.....

Description.....

Address.....

Date.....



Stage/134



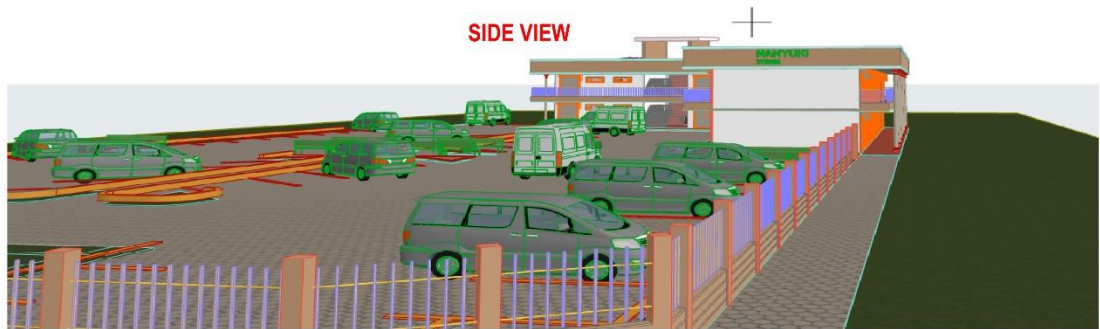
RARE VIEW



FRONT VIEW



SIDE VIEW



NOTES

1. All dimensions are in millimetres unless otherwise stated
2. All structural work to structural engineer's details
3. All walls to be reinforced with h iron at alternate courses
4. All drainage and plumbing work to comply with MOH and Local Authority requirement
5. All finishes to satisfaction of the client
6. Provide permanent ventilation (pv) above all doors and windows except washroom

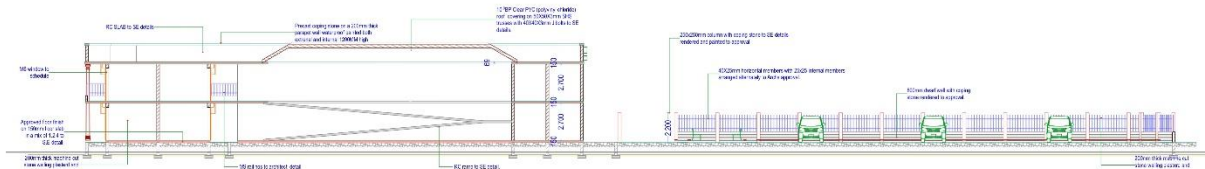
PROJECT
PROPOSED NANYUKI
STAGE STALLS

CLIENT
NANYUKI MUNICIPAL

PREPARED
D.K

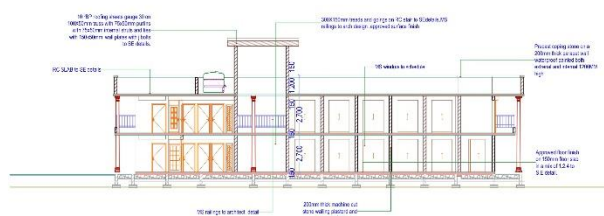
CHECKED
L.I





SECTION X

1:125



SECTION Y

1:125

NOTES

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PROJECT
PROPOSED NANYUKI
STAGE STALLS

CLIENT
NANYUKI MUNICIPALITY

PREPARED
D.K

CHECKED
L.I



COUNTY GOVERNMENT
OF LAIKIPIA

NOTES

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PROJECT

PROPOSED NANYUKI STAGE STALLS

CLIENT

NANYUKI MUNICIPALITY

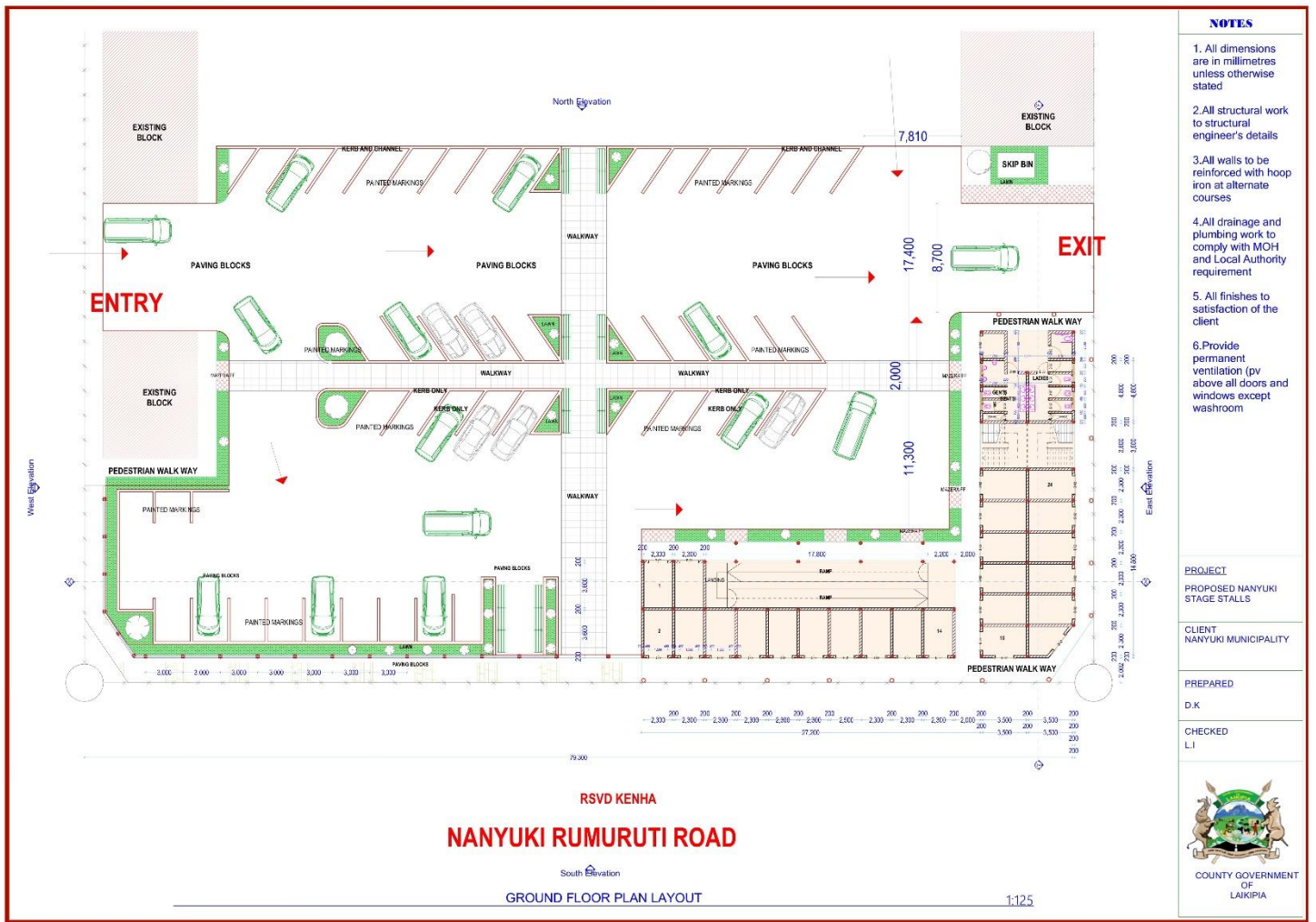
PREPARED

D.K

CHECKED

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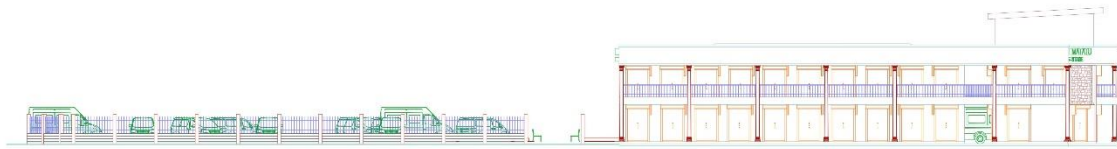
COUNTY GOVERNMENT
OF LAIKIPIA





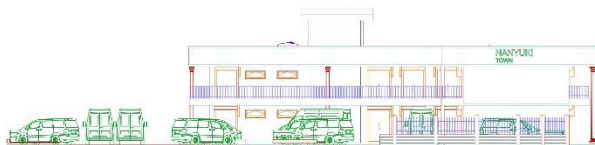
NORTH ELEVATION

1:125



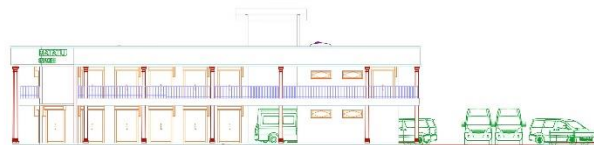
SOUTH ELEVATION

1:125



WEST ELEVATION

1:125



EAST ELEVATION

1:125

Door Schedule			
Element ID	D-01	D-02	D-04
Opening Name	High-Speed Roll-up Do...	High-Speed Roll-up Do...	Door 22
Quantity	1	78	3
W x H Size	1,200x2,400	1,500x2,400	500x2,100
2D Symbol			
View from Side Opposite to Opening Side			

Door Schedule			
Element ID	D-05	D-06	D-07
Opening Name	Door 22	Door with Transom 22	Door with Transom 22
Quantity	3	1	15
W x H Size	1,000x2,100	800x2,400	900x2,100
2D Symbol			
View from Side Opposite to Opening Side			

Window Schedule			
Element ID	W-02	W-03	W-04
Opening Name	Vertical Multi-Sash Win...	Vertical Multi-Sash Win...	Vertical Multi-Sash Win...
Quantity	3	6	3
W x H Size	1,500x600	1,500x600	1,500x600
Sill height	1,800	1,800	1,800
2D Symbol			
View from Side Opposite to Opening Side			

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PROJECT

PROPOSED NANYUKI STAGE STALLS

CLIENT

NANYUKI MUNICIPALITY

PREPARED

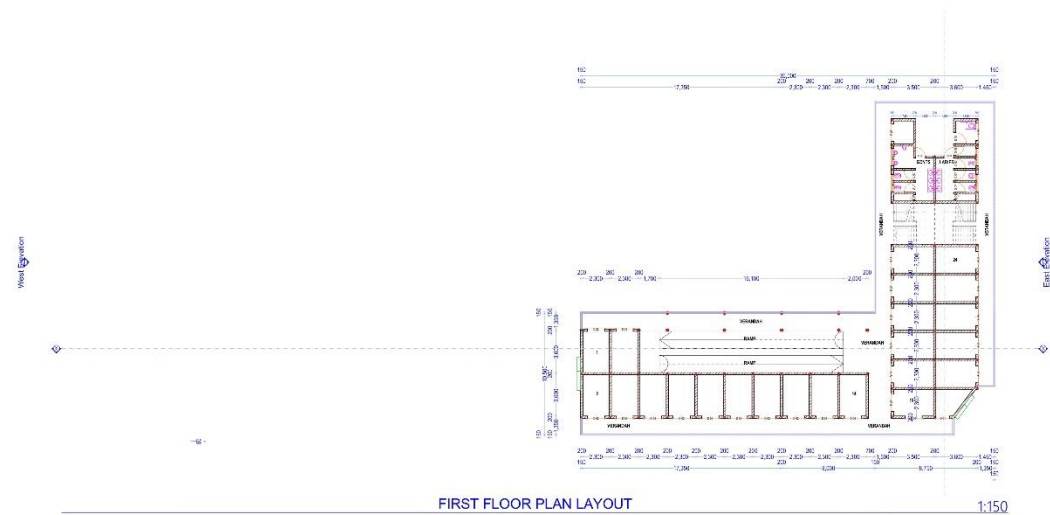
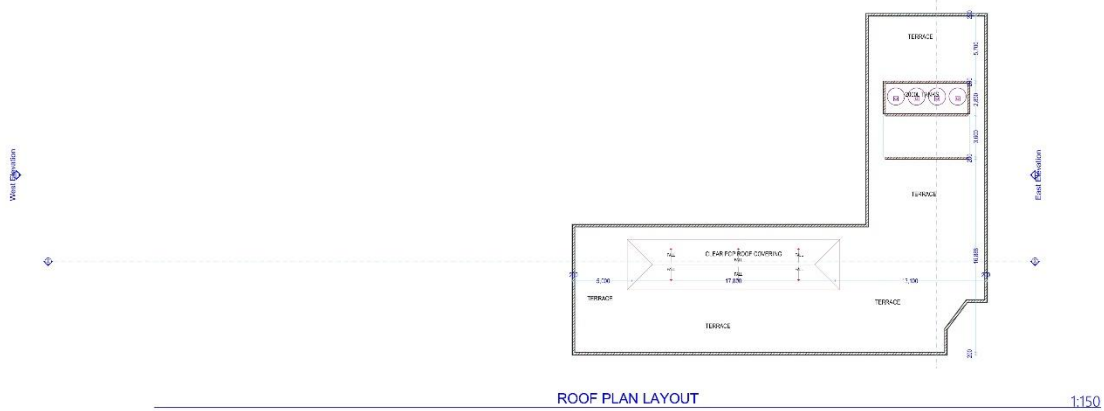
D.K

CHECKED

L.I



COUNTY GOVERNMENT OF LAIKIPIA



NOTES

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PROJECT
PROPOSED NANYUKI
STAGE STALLS

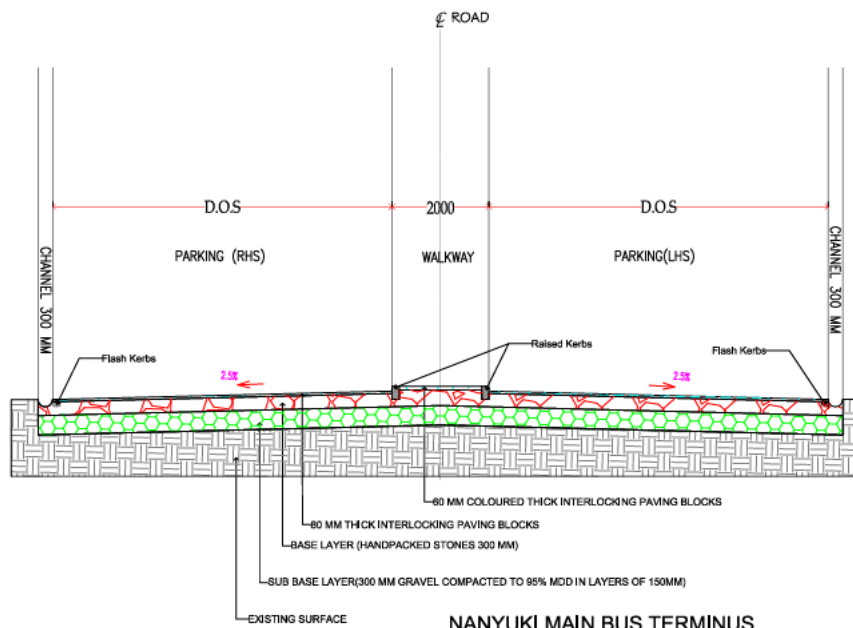
CLIENT
NANYUKI MUNICIPALITY

PREPARED
D.K

CHECKED
L.I



COUNTY GOVERNMENT
OF
LAIKIPIA



REVISION					THE COUNTY GOVERNMENT OF LAKIPIA NANYUKI MANCRAFT P.O BOX 4-1040, NANYUKI, KENYA	APPROVALS	SIGN	DATE	PROJECT TITLE	DRAWING TITLE:	TYPICAL CROSS SECTION OF NANYUKI MAIN BUS TERMINUS				DESIGNS	
NO.	DATE	DESCRIPTION	INITIAL								SURVEYED BY					
						MUNICIPAL ENGINEER (NANYUKI)			PROPOSED CONSTRUCTION OF NANYUKI MANUS TERMINUS STALLS & UPGRADEING OF THE BUS TERMINUS TO PAVING BLOCK FRESH STANDINGS							
										DRAWING NO:	SCALE: (A3)	NO. 1: 1000 YR. 1: 100	DATE: MAY,2026	SHEET NO: 1 OF 1	DESIGNED BY:	CHECKED BY:

PART III - CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

These General Conditions of Contract (GCC), read in conjunction with FIDIC Conditions of Contract 1999, 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 Bold face type is used to identify defined terms.

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

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

2. Interpretation

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

- i) any other document listed in the SCC as forming part of the Contract.

6In 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
 - a) a Defect which existed on the Completion Date,
 - b) an event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or
 - c) 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 insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 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 Works 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 Program 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.

25. Amicable Settlement

- 25.1 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.

26. Matters that may be referred to arbitration

- 26.1 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.

27. Arbitration

- 27.1 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.
- 27.2 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.
- 27.3 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.

- 27.4 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.
- 27.5 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.
- 27.6 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.
- 27.7 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.
- 27.8 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.
- 27.9 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.
- 28. Arbitration with National Contractors**
- 28.1 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
- 28.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.
- 29. Alternative Arbitration Proceedings**
- 29.1 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.
- 30. Failure to Comply with Arbitrator's Decision**
- 30.1 The award of such Arbitrator shall be final and binding upon the parties.
- 30.2 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.
- 31. Contract operations to continue**
- 31.1 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.
- 32. Fraud and Corruption**
- 32.1 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.

- 32.2 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

33. Program

- 33.1 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.
- 33.2 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.
- 33.3 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.
- 33.4 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.

34. Extension of the Intended Completion Date

- 34.1 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.
- 34.2 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.

35. Acceleration

- 35.1 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.
- 35.2 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.

36. Delays Ordered by the Project Manager

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

37. Management Meetings

- 37.1 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.

- 37.2 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.
38. Early Warning
- 38.1 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.
- 38.2 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

39. Identifying Defects

- 39.1 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.

40. Tests

- 40.1 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.

41. Correction of Defects

- 41.1 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.
- 41.2 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.

42. Uncorrected Defects

- 42.1 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

43. Contract Price⁷

- 43.1 The Bill of Quantities shall contain priced items for the Works 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.

44. Changes in the Contract Price⁸

- 44.1 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.

- 44.2 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.
45. Variations
- 45.1 All Variations shall be included in updated Programs⁹ produced by the Contractor.
- 45.2 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.
- 45.3 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.
- 45.4 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.

—— ~~In 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 Works 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 materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

⁸
In 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 Schedule 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.

- 45.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning
- 45.6 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
- 45.7 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 life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
 - c) a description of any effect(s) of the change on performance/functionality.
- 45.8 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:
- a) accelerate the contract completion period; or
 - b) reduce the Contract Price or the life cycle costs to the Procuring Entity; or
 - c) improve the quality, efficiency, safety or sustainability of the Facilities; or
 - d) yield any other benefits to the Procuring Entity, without compromising the functionality of the Works.

- 45.9 If the value engineering proposal is approved by the Procuring Entity and results in:
- a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the percentage specified in the SCC of the reduction in the Contract Price; or
 - b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in
- (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.
- 46. Cash Flow Forecasts**
- 46.1 When the Program 11, 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.
- 47. Payment Certificates**
- 47.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 47.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 47.3 The value of work executed shall be determined by the Project Manager.
- 47.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed¹².
- 47.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 47.6 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.
- 47.7 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (which would be the tender price), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: *(corrected tender price – tender price)/tender price X 100*.
- 48. Payments**
- 48.1 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.
- 48.2 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.
- 48.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 48.4 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.
- 49. Compensation Events**
- 49.1 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 cause delay or extra cost to the Contractor.
- l) The advance payment is delayed.
- m) The effects on the Contractor of any of the Procuring Entity's Risks.
- n) The Project Manager unreasonably delays issuing a Certificate of Completion.

49.2 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.

49.3 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."

6.2 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.

50. Tax

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

51. Currency of Payment

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

52. Price Adjustment

52.1 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:

$$P = A + B I_m/I_o$$

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

A and B are coefficients 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.

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

53. Retention

53.1 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.

53.2 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.

54. Liquidated Damages

54.1 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.

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

55. Bonus

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

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

56. Advance Payment

- 56.1 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.
- 56.2 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.
- 56.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
- 57. Securities**
- 57.1 The Performance Security shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the SCC, by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 day from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.
- 58. Day works**
- 58.1 If applicable, the Day works rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 58.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

- 58.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.

59. Cost of Repairs

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

E. Finishing the Contract

60. Completion

- 60.1 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.

61. Taking Over

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

62. Final Account

- 62.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is

due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

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

63. Operating and Maintenance Manuals

- 63.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.
- 63.2 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.

64. Termination

- 64.1 The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 64.2 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.
- 64.3 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.
- 64.4 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.
- 64.5 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.
- 65. Payment upon Termination**
- 65.1 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.

65.2 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.

66. Property

66.1 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.

67. Release from Performance

67.1 01.80.005 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

SECTION IX – SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General	
GCC 1.1 (q)	The Procuring Entity is arb
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be Six (6) months <i>[If different dates are specified for completion of the Works by section (“sectional completion” or milestones), these dates should be listed here]</i>
GCC 1.1 (x)	The Project Manager is Municipal Engineer Nanyuki Municipality P.O. Box 4-10400 NANYUKI who shall be referred to as “The Engineer”. Replace “Project Manager” with “Engineer” where it applies in this document
GCC 1.1 (z)	The Site is located at <i>Nanyuki Municipality</i>
GCC 1.1 (cc)	The Start Date shall be <i>14 days after order to commence</i>
GCC 1.1 (gg)	The Works consist of <i>Terminus and Building works</i>
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	Key Personnel GCC 9.1 is replaced with the following: 9.1 Key Personnel are the Contractor’s personnel named in this GCC 9.1 of the Special Conditions of Contract. 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. [As per the qualification and Evaluation criteria in section III]

GCC 13.1	For Contractor's All Risk, Third Party, WIBA, the minimum insurance amounts and deductibles shall be (% of the Contract Sum for insured damage as below): (a) for loss or damage to the Works, Plant and Materials: <i>[Full value of works, plant & materials]</i>. (b) For loss or damage to Equipment: <i>[Full value of replacement cost]</i>. (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>[in accordance with applicable Laws & insurance policies]</i>. (d) for personal injury or death: (i) of the Contractor's employees: <i>[WIBA in accordance with Labour Laws]</i>.
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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	(ii) of other people: <i>[Third Party, 1% of Contract Sum]</i> .
GCC 14.1	Site Data are: <i>[list Site Data]</i>
GCC 20.1	The Site Possession Date(s) shall be: <i>Not later than Fourteen (14) days after issuance of Order to Commence</i>
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: <i>CHARTERED INSTITUTE OF ARBITRATORS (CI Arb). Arbitration place is Kenya.</i> Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>[insert hourly fees and reimbursable expenses/ To be determined on case by case basis]</i>.
B. Time Control	
GCC 33.1	The Contractor shall submit for approval a Program for the Works within <i>[14]</i> days from the date of the Letter of Acceptance.
GCC 33.3	The period between Program updates is <i>[14]</i> days. The amount to be withheld for late submission of an updated Program is <i>[To be determined]</i>.
C. Quality Control	
GCC 41.1	The Defects Liability Period is: <i>[6 Months]</i>. <i>[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]</i>
D. Cost Control	
GCC 45.7	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be ____% <i>(Not Applicable)</i> of the reduction in the Contract Price.
GCC 51	The currency of the Procuring Entity's Country is: <i>[KShs]</i> .

GCC 52.1	The Contract [“is not”] subject to price adjustment in accordance with GCC Clause 52, and the following information regarding coefficients [does not”] apply. <i>[Price adjustment is mandatory for contracts which provide for time of completion exceeding 18 months]</i> The coefficients for adjustment of prices are:(N/A) (a) <i>[insert percentage]</i> percent nonadjustable element (coefficient A). (b) <i>[insert percentage]</i> percent adjustable element (coefficient B). (c) The Index I for shall be <i>[insert index]</i>.
GCC 53.1	The proportion of payments retained is: <i>[10%]</i> <i>[The retention amount is usually close to 5 percent and in no case exceeds 10 percent.]</i>
GCC 54.1	The liquidated damages for the whole of the Works are <i>Kenya shillings 40,000</i> per day.
GCC 55.1	The Bonus for the whole of the Works is <i>[Not Applicable]</i> per day. The maximum amount of

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Bonus for the whole of the Works is <i>[insert percentage]</i> of the final Contract Price. <i>[If early completion would provide benefits to the Procuring Entity, this clause should remain; otherwise delete. The Bonus is usually numerically equal to the liquidated damages.]</i>
GCC 56.1	The Advance Payments shall be: <i>[Not Applicable]</i> and shall be paid to the Contractor no later than <i>[Not Applicable]</i> .
GCC 57.1	The Performance Security amount is <i>[5% (per cent) of Tender Sum in the form of Unconditional Bank Guarantee payable to the Procuring Entity]</i> (a) Performance Security – Bank Guarantee: in the amount(s) of <i>[Not Applicable]</i> percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. (b) Performance Security – Performance Bond: in the amount(s) of <i>[insert related figure(s) depending the contract sum]</i> percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
E. Finishing the Contract	
GCC 61.1	Taking over of any section shall only be conducted for a section which is complete with road marking and road signs installed where required.
GCC 63.1	The date by which operating and maintenance manuals are required is <i>[30 days]</i>. The date by which “as built” drawings are required is <i>[30 days]</i>.

GCC 63.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 63.1 is <i>[50% of the retention monies]</i> .
GCC 64.2 (g)	The maximum number of days is: <i>[Not Applicable]</i> .
GCC 65.1	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>[Not Applicable]</i> .

SUMMARY OF SPECIAL CONDITIONS OF CONTRACT

CONDITIONS	GCC CLAUSE	DATA
Procuring Entity's Name and Address	1.1(q)	Nanyuki Municipality P.O. BOX 4- 10400 NANYUKI
Engineer's address	1.1(x)	Municipal Engineer, Nanyuki Municipality P.O. BOX 4- 10400 NANYUKI
Electronic transmission		NOT APPLICABLE
Possession of the site	20.1	No later than 14 days after the Order to commence. No later than the Commencement Date.
Performance Security	57.1	The performance security shall be in the form of an unconditional bank guarantee in the amount of five (5%) percent of the Contract Price and denominated in Kenya Shillings.
Working Hours	6.5	Normal working hours shall be 8:00 a.m. to 5:00p.m. on weekdays, including lunch break from 1.00 p.m. to 2.00 p.m. and 8:00 a.m. to 1:00 pm on Saturdays, with Sunday being set aside as a day of rest.
Commencement of Works	1.1(c) c)	Not later than 14 (Fourteen) days after Notice of Order to Commence.
Programme of Works	33.1	Not later than 14(Fourteen) days after issuanceof Order to Commence
Time for Completion	1.1 (u)	six (6) Months.
Amount of Liquidated Damages	54.1	Kenya Shillings 40,000 per day
Limit of Liquidated Damages	54.1	5% (Five percent) of the Contract Price.
Defects Liability Period	41.1	6 Months
Retention Money	53.1	10% (ten percent) of Interim Payment Certificates
Cash Flow Estimate	46.1	Not later than 14 (Fourteen) days after issuance of Order to Commence
Advance Payment	56.1	NOT APPLICABLE.
Minimum Amount of Interim Payment Certificates	48	Kshs. 10,000,000

Time within which payment to be made after Final Payment Certificate signed by the Engineer	48.1	30 days
Periods for submission of insurance: a. Evidence of insurance	13.1	Prior to commencement of the Works, and in any case not later than 14 days after issuance of Order to Commence
Minimum amount of third-party insurance	13.1	1% of the Contract Sum. Not later than 14(Fourteen) days after issuance of Order to Commence
Appointer of Arbitrator	28.1	Institution of Engineers of Kenya (IEK) and/or Association of Consulting Engineers of Kenya (ACEK)
Notice to Procuring Entity and Engineer	6.1	The Contractor address is: Name..... P.O Box..... City/Town..... Email..... Telephone.....

Signature of Tenderer..... Date

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.

No	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why not Evaluated

(Note a) State NE if not evaluated

5. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three

(5) Business Days of receipt of this Notification of Intention to Award.

- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

- i) Attention: *[insert full name of person, if applicable]*
- ii) Title/position: *[insert title/position]*
- ii) Agency: *[insert name of Procuring Entity]*
- iii) Email address: *[insert email address]*

- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five

(3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: *[insert full name of person, if applicable]*
 - ii) Title/position: *[insert title/position]*
 - iii) Agency: *[insert name of Procuring Entity]*
 - iv) Email address: *[insert email address]*
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015

and its Regulations available from the Website info@ppra.go.ke or

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 (Review Board)

AND

... RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity of dated the...day of20.....in the matter of Tender No.....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: NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE

[letterhead paper of the Procuring Entity] [date]

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

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

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

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring Entity.....

Attachment: *Contract Agreement*.....

FORM NO 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 sum specified therein.
4. 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.
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 Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

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

PERFORMANCE BOND No.: _____

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

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____ as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____ as Oblige (hereinafter called “the Procuring Entity”) in the amount of _____
_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 obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1) complete the Contract in accordance with its terms and conditions; or
 - 2) obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - 3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing

of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use

of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day of ____ 20 ____.

SIGNED on behalf of

By: _____

In the capacity of: _____

Signature: _____

Date: _____

In the presence of:

In the capacity of: _____

Signature: _____

Date: _____

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) 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_ 2 ,2 whichever is earlier. Consequently, anydemand 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 moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]* _____) upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number _____ at _____ *[insert name and address of Applicant's bank]*.
5. This guarantee shall expire no later than the Day of _____, 20____, and any demand for payment under it must be received by us at the office indicated above on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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

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

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

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