COUNTY GOVERNMENT OF LAMU

TENDER DOCUMENT

FOR
RENOVATION OF EYE UNIT CLINIC AND WARDS AT MOKOWE HOSPITAL

CGL/ONT/MS/1684079/2024-2025

CLOSING DATE: 2ND DECEMBER, 2024 at 11:00am

IFMIS NO: 1684079

COUNTY
HEADQUATERS
LAMU, ISLAND
P.O BOX 74 – 80500
LAMU, KENYA Tel:
0758 005 005
E-mail: *info@lamu.go.ke*

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

SECTION I - INSTRUCTIONS TO TENDERERS..... 1

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 CRITERIA....23
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-QUALIFICATION....32
FORM ELI -1.1....32
FORM ELI -1.2....33
FORM CON – 2....34
5.4 FORM FIN – 3.1....36
5.5 FORM FIN – 3.2....37
5.6 FORM FIN – 3.3....38
5.7 FORM FIN – 3.4....38
5.8 FORM EXP - 4.1....39
5.9 FORM EXP - 4.2(a)....40
5.11 FORM EXP - 4.2(b)....41

OTHER FORMS....42

6. FORM 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 (INSURANCE GUARANTEE)....55
9. FORM OF TENDER-SECURING DECLARATION....56
10. APPENDIX TO TENDER....57

PART II - WORK REQUIREMENTS....58

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

PART III-CONDITIONS OF CONTRACT ANDCONTRACT FORMS....60

SECTION VIII - GENERAL CONDITIONS OF CONTRACT....60

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

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

C. Quality Control....69
1. Identifying Defects....69
2. Tests....69
3. Correction of Defects....69
4. Uncorrected Defects....69

D. Cost Control....70
1. Contract Price....70
2. Changes in the Contract Price....70
3. Variations....71
4. Cash Flow Forecasts....72
5. Payment Certificates....72
6. Payments....72
7. Compensation Events....73
8. Tax....73
9. Currency 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

SECTION IX - SPECIAL CONDITIONS OF CONTRACT....77
SECTION X - CONTRACT FORMS....88

FORM No. 1 - NOTIFICATION OF INTENTION TOAWARD....80
FORM No. 2 – REQUEST FOR REVIEW....83
FORM No. 3 - LETTER OF AWARD....83
FORM No. 4 - CONTRACT AGREEMENT....84
FORM No. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]....85
FORM No. 6- PERFORMANCE SECURITY [Option 2– Performance Bond]....86
FORM No. 7- ADVANCE PAYMENT SECURITY....88
FORM No. 8- RETENTION MONEY SECURITY....87
FORM No. 9- BENEFICIAL OWNERSHIP DISCLOSURE FORM....87

INVITATION TO TENDER

PROCURINGENTITY: **County Government of Lamu**
P.O. BOX 74-80500
Lamu

RENOVATION OF EYE UNIT CLINIC AND WARDS AT MOKOWE HEALTH CENTER

TENDER NO. CGL/ONT/MS/1684079/2024-2025

1. The ***County Government of Lamu*** invites sealed tenders for the **Renovation of eye unit clinic and wards at Mokowe Health Center** Tendering will be conducted under open competitive method national using a standardized tender document. Tendering is **open to all qualified bidders.**

2. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours ***0900 to 1500 hours*** at theaddress given below.

3. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of Ksh. 1,000.00/= in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from the Websites www.lamu.go.ke and 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 website www.lamu.go.ke and www.tenders.go.ke . Tenderers who download the tender document must forward their particulars immediately to *procurement@lamu.go.ke* to facilitate anyfurther clarification or addendum.

5. Tendersshall be quoted be in Kenya Shillings and **shall include all taxes and 0.03% of public procurement capacity building levy 2023 (exclusive all applicable taxes).** Tenders shall remain valid for **120 days** From the date of opening of tenders.

6. All Tenders must be accompanied by a **Tender Security of KES 240,000 valid for 150 days.**

7. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

8. Completed tenders must be submitted on the **IFMIS SYSTEM** on or before **2nd *December, 2024 at 11:00am***. **MANUAL SUBMISSION of Tenders WILLNOTBEPERMITTED.**

9. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below

10. Late tenders will be rejected. The IFMIS System will automatically lock out at the time and date of tender closing.

11. The addresses referredto above are:

Address for obtainingfurtherinformation andforpurchasing tender documents

Ag. Director Supply Chain Management Services
County Government of Lamu
County Treasury
Lamu Island
Tel: 0758005005

Email: procurement@lamu.go.ke

- **Address for Submission of Tenders.**

The **ORIGINAL Tender Security and ORIGINAL Form of Tender** to be **submitted MANUALY** and dropped at the Tender Box Located at **Lamu County Headquarters in Mokowe** on or before the closing date and Bidders MUST attach Scanned copies of the Tender security and Form of Tender together with the other documents in IFMIS as stated in the bid document.

- **Address for Opening of Tenders.**

Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later.

MANUAL SUBMISSIONS will ONLY **BE ALLOWED for the Original Tender Security and Original Form of Tender**.

The Ag. Director Supply Chain Management,

The C1ounty Government Of Lamu.

REGISTRATION FORM

TENDER NO.: CGL/ONT/MS/1684079/2024-2025 - RENOVATION OF EYE UNIT CLINIC AND WARDS AT MOKOWE HEALTH CENTER WARD

NOTE: Please provide your details below for purposes of communication in case you download this tender document from PPIP or COUNTY GOVERNMENT OF LAMU website

Name of the firm……

Postal Address……

Telephone Contacts……

KRA PIN……

Company email address……

Contact Person……

Once completed please submit this form to the email address below;

procurement@lamu.go.ke

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

1. Scopeof 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 maybe imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Formof 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 Entityshall 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 ATenderer 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 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 anyand 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 havea 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 aclose business orf amily 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. Atenderer 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. Thisincludes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. Afirm 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 applyto 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 anycommercial enterprise to enable it compete with firms in the private sector on an equal basis.

3.9 AFirms and individuals maybe 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 VIIof 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 inthat country. A tenderer shall providesuch 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 tendereris 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 conditionofcontract 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 inaccordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

8.4 The Procuring Entity shall also promptly publish anonym zed (*nonames*) 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.

15. Alternative Tenders

15.1 Unless other wise pacified in the **TDS**, alternative Tenders shall not be considered.

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

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

16. Tender Prices and Discounts

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

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

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

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

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

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

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

17. Currencies of Tender and Payment

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

18. Documents Comprising the Technical Proposal

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

19. Documents Establishing the Eligibility and Qualifications of the Tenderer

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

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

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

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

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

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

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

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

19.9 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of

interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

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

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

20. Periodof Validity of Tenders

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

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

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

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

21. Tender Security

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

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

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

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

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

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

determined nonresponsive or a bidder declines to extend tender validity period.

21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security, and any other documents required in the **TDS**.

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

e) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension thereto provided by the Tenderer; or

f) if the successful Tenderer fails to:

i) sign the Contract in accordance with ITT 50; or

ii) furnish a Performance Security and if required in the **TDS**, and any other documents required in the **TDS**.

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

21.9 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.

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

22. Format and Signing of Tender

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 15, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 Tenderers shall mark as "CONFIDENTIAL" all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

23. Sealing and Marking of Tenders

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

a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and

b) in an envelope or package or container marked "COPIES", all required copies of the Tender; and

c) if alternative Tenders are permitted in accordance with ITT 15, and if relevant:

i) in an envelope or package or container marked "ORIGINAL –ALTERNATIVE TENDER", the alternative Tender; and

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

The inner envelopes or packages or containers shall:

a) bear the name and address of the Procuring Entity.

b) Bear the name and address of the Tenderer; and

c) Bear the name and Reference number of the Tender.

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

24. Deadline for Submission of Tenders

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

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

25. Late Tenders

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

26. Withdrawal, Substitution, and Modification of Tenders

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

a) prepared and submitted in accordance with ITT 22 and ITT 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION; "and

b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 24.

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

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

27. Tender Opening

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

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

and is read out at Tender opening.

27.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

27.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS**.

27.7 At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 25.1).

27.8 The Procuring**Entity shall prepare minutes of the Tender Opening that shall include, as a minimum:**

a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
b) The Tender Price, per lot (contract) if applicable, including any discounts;
c) Any alternative Tenders;
d) The presence or absence of a Tender Security, if one was required.
e) number of pages of each tender document submitted.

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

E. Evaluation and Comparison of Tenders

28. Confidentiality

28.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 46.

28.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its tender.

28.3 Notwithstanding ITT 28.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any **matter related to the tendering process, it shall do so inwriting.**

29. Clarification of Tenders

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

29.2 If a tenderer does not provide clarifications of its tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

30. Deviations, Reservations, and Omissions

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

a) "Deviation" is a departure from the requirements specified in the tender document;

b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and

c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender document.

31. Determination of Responsiveness

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

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

a) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

b) limit in any substantial way, inconsistent with the tender document, the Procuring Entity's rights or the tenderer's obligations under the proposed contract; or

c) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.

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

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

32. Non-material non-conformities

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

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

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

33. Arithmetical Errors

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

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

a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.

b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, and subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and

c) if there is a discrepancy between words and figures, the amount in words shall prevail

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

34. Currency provisions

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

35. Margin of Preference and Reservations

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

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

36. Nominated Subcontractors

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

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

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

37. Evaluation of Tenders

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

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

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

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

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

38. Comparison of Tenders

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

39. Abnormally Low Tenders

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

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

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

40. Abnormally High Tenders

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

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

i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.

ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

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

41. Unbalanced and/or Front-Loaded Tenders

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

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

a) Accept the Tender; or

b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 30% of the Contract Price; or

c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or

d) reject the Tender,

42. Qualifications of the Tenderer

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

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

42.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative

determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

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

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

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

43. Best Evaluated Tender

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

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

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

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

F. Award of Contract

45. Award Criteria

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

46. Notice of Intention to enter into a Contract

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

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

47. Standstill Period

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

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

48. Debriefing by theProcuring Entity

48.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 46, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

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

49. Letter of Award

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

50. Signing of Contract

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

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

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

51. Appointment of Adjudicator

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

52. Performance Security

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

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

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

53. Publication of Procurement Contract

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

a) Name and address of the Procuring Entity;

b) name and reference number of the contract being awarded, a summary of its scope and the selection

method used;

c) the name of the successful Tenderer, the final total contract price, the contract duration.

d) dates of signature, commencement and completion of contract;

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

54. Procurement RelatedComplaints and Administrative Review

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

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

Section II - Tender Data Sheet (TDS)

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The name of the contract is **RENOVATION OF EYE UNIT CLINIC AND WARDS AT MOKOWE HOSPITAL** The reference number of the Contract is **CGL/ONT/MS/1684079/2024-2025** 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	Joint Venture (JV) is **NOT APPLICABLE**
B. Contents of Tender Document	
8.1	**(A)** Pre-Tender meeting shall take place at the following date, time and place: Date: **N/A** Time: **N/A** Place: N/A
ITT 8.2	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than **1st December, 2024.**
ITT 8.4	The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre-arranged pretender site visit will be published is **www.lamu.go.ke**
ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is: **(1)** Name of Procuring Entity: **County Government of Lamu** **(2)** Physical address for hand Courier Delivery to an office or Tender Box **Lamu County Headquarters in Mokowe** **(3)** Postal Address: **74 – 80500, Lamu Kenya** **(4)** Insert name, telephone number and e-mail address of the officer to be contacted: **Attn: Swaleh Salad** on the **e-mail** procurement@lamu.go.ke
C. Preparation of Tenders	
ITP 13.1 (h)	The Tenderer shall submit the following additional documents in its Tender: as per the tender document

ITT 15.1	Alternative Tenders ***shall not be*** considered.
ITT 15.2	Alternative times for completion ***shall not be*** permitted.
ITT Reference	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**
ITT 15.4	Alternative technical solutions **shall not be** permitted.
ITT 16.5	The prices quoted by the Tenderer shall be: **Fixed**
ITT 20.1	The Tender validity period shall be **120 days**.
ITT 21.1	A Tender Security ***shall be*** required. A Tender-Securing Declaration ***shall not be*** required. Tender shall provide a Tender Security of Kenya shillings Two hundred and forty Thousand (KSH 240,000.00) valid for 150 days from Licensed banks or Insurance Firms The Original Tender Security and the Form of Tender to be dropped in the tender box at Lamu County Headquarters, Mokowe, Ground Floor while a scanned copy to be attached to the bid documents and submitted through IFMIS. If there is a discrepancy between the manual Form of Tender submitted and the scanned copy in IFMIS will lead to disqualification.
ITT 22.1	In addition to the original of the Tender, the number of copies is: ***NOT APPLICABLE***
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: **Power of Attorney**
D. Submission and Opening of Tenders	
ITT 24.1	For **Tender submission purposes** only, the Procuring Entity's address is: Attention: **The Ag. Director Supply chain Management Services** Procuring Entity: **County Government of Lamu** Postal Address: **74 – 80500 Lamu, Kenya** Physical Address: **Lamu County Headquarters in Mokowe** Telephone: **+254 758 005 005** Email: **procurement@lamu.go.ke** The deadline for Tender submission is: Date**: 2nd December, 2024** Time: **11AM East African Time** The electronic Tendering submission procedures shall be: **IFMIS Supplier Portal** Bidders are **required to submit** through the **Tender Box** the **Original Tender Security** and **Original Form of Tender** only **in addition to scanning and submitting the whole tender documents through IFMIS.** Tenders shall be submitted electronically and manually for the original form of tender and tender security only.
ITT 27.1	The Tender opening shall take place at the time and the address for Opening of Tenders provided below: **Boardroom** **Lamu County** **Headquarters** **Mokowe, Lamu** Physical address for the location as ***indicated*** above. State date and time of tender opening. **Immediate upon the Tender Closure**

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 27.1	Tenderers are required to submit Tenders electronically via **IFMIS** Supplier Portal
ITT 27.6	The number of representatives of the Procuring Entity to sign and **All Members of Tender Opening Committee and Secretary.**
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 Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate
ITT 35.2	The invitation to tender is extended to the following group that qualify for Reservations who shall be duly registered with the National Treasury: **NOT APPLICABLE** Small and Medium Enterprises — NO Women Enterprises — NO Youth Enterprise — NO PWD Enterprises — NO
ITT 36.1	**The Procuring Entity does not *intend* to execute certain specific parts of the Works by subcontractors selected in advance**.
ITT 36.2	Maximum percentage of subcontracting permitted is: ***25% of thetotal contract amount***.
ITT 36.3	The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows: **(a) Mechanical Works; (b) Electrical Works.** For the above-designated parts of the Works that may require Specialized Subcontractors, therelevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Tenderer for the purpose of evaluation.
ITT 37.2 (d)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
ITT 52.2	Other documents required in addition to the Performance Security are: **(i) Revised Work Program, and** **(ii) (ii) Statement Availability of Key Contractor Personnel signed by each expert and the authorized by the Power of Attorney.**
ITT 54.1	The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: For the attention: *The Board Secretary* Title/position: *Board Secretary* Procuring Entity: *Administrative Review Board* Email address*: complaints@ppra.go.ke* In summary, a Procurement-related Complaint may challenge any of the following: (i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

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 maybe 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 TenderEvaluation Documentfor 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 priceshall be selected forawardof 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.

MANDATORY REQUIREMENTS (Bidders must meet ALL Mandatory Requirements to proceed to Technical Evaluation)

	Mandatory Requirements	**Document and Mode of Submission**
MR 1	Valid Copy of certificate of incorporation/ Registration	Copy of the document scanned in IFMIS
MR 2	Submission of valid CR12 form showing the list of directors /shareholding (issued within the last one(1)Year) or National Identity Card(s) for Sole Proprietorship/Partnership	Copy of the document scanned in IFMIS
MR 3	Valid Copy of Current County Business permit	Copy of the document scanned in IFMIS
MR 4	Valid Current Tax Compliance Certificate issued by Kenya Revenue Authority	Copy of the document scanned in IFMIS
MR 5	Valid PIN Certificate	Copy of the document scanned in IFMIS
MR 6	Provide a copy of Tender Security in the prescribed format of Kenya shillings **(KES) 240,000.00** and valid for the period of 150 days	Original submitted in the tender box and Copy of the document scanned in IFMIS
MR 7	Main contractor and subcontractors Registration with NCA – Category 6 and Above (Building Works and Mechanical Works) - Accompanied by the Annual Practicing license from the NCA for the current year	Copy of the document scanned in IFMIS
MR8	Submit a written power of attorney authorizing the signatory of the bid to commit the Bidder *Executed* by a Commissioner for Oaths	Copy of the document scanned in IFMIS
MR 9	Dully filled, Signed and stamped (With Company Seal/ Rubber Stamp) ALL Tendering Forms and Schedules, of the tender document i.e. a. Form EQU: Equipment's, b. Form PER -1 and PER- 2 c. Form ELI-1.1 and 1.2 d. Form CON-2 e. Form FIN 3.1, 3.2, 3.3 and EXP 3.4 f. Form EXP-4.1, 4.2a and 4.2(a cont.) and 4.2b	Copy of the document scanned in IFMIS
MR 10	Dully, Filled, Signed and Stamped Form of Tender a) Form of tender b) Confidential Business Questionnaire c) Certificate of independent tender determination. d) Self-declaration forms (SD1 and SD2) Executed by a Commissioner for Oaths. e) Declaration and commitment to the code of ethics. The Form of Tender together with Tender Security to be dropped in the Tender Box at Lamu County HQs in Mokowe, Ground Floor while a scanned copy to be attached to the bid documents and submitted through IFMIS.	Original submitted in the tender box and Copy of the document scanned in IFMIS

MR 11	Dully Filled, signed, stamped and Priced Bills of Quantities	Copy of the document scanned in IFMIS
MR 12	Submit copies of Audited accounts (Signed and stamped by Auditors and directors) for the last two (2) years (2022 and 2023).	Copy of the document scanned in IFMIS
MR 13	Serialize 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 in compliance with Section 74(i) of the Public Procurement and Asset Disposal Act, 2015	Must Serialize the Tender Document in accordance with the Invitation to Tender, ITT 13.2 and Section 74(i) of the Act

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

Technical Evaluation

Item	Description			RESPONSIVENESS OF THE TENDERER (MARKS SCORED)
1. Qualification and Experience of Key Personnel The tenderer MUST fill the forms listed below in the format provided and attach the necessary qualification certificates**:** 1. Form PER - 1 Contractor's Representative and Key Personnel Schedule 2. Form PER - 2 Resume and Declaration - Contractor's Representative and Key Personnel **(MUST duly fill the forms, do not refer to attached documents)**				
#	**Key Position**	**Minimum Education**	**Works Experience (Years)**		
a)	Project Manager	Degree in a relevant Engineering Field (5 Marks Minimum Degree & 5 Marks 5 years' experience)	5	**10 Marks**	
b)	Site Agent	Diploma in a relevant Engineering Field (2.5 Marks Minimum Diploma & 2.5 Marks 3 years' experience))	3	**5 Marks**	
c)	Artisan	Holder of at least a Certificate in a relevant engineering field (2.5 Marks Minimum Certificate & 2.5 Marks 5 years' experience)	5	**5 Marks**	
2. Experience of the firm in similar works; The tenderer MUST fill the forms listed below in the format provided 1. Form EXP – 3.4 Current contract commitments/works in progress 2. Form EXP – 4.1 General Construction and contract Experience 3. Form EXP – 4.2.a Specific and Contract Management Experience 4. Form EXP – 4.2.b Construction Experience and Key Activities **(MUST duly fill the forms, do not refer to attached documents)**					
	a) Provide Three (3No.) projects of similar nature, complexity or magnitude) between the Period 2015 – to date: (Provide evidence) – i.e. 3 contracts, each of minimum value Kenya shillings 30,000,000.00 equivalent. Attach LPOs/LSOs/Letter of Awards//Completion Certificates/Contracts (Completed Projects, 10 Marks for Each Project, 5 Marks for Each ongoing Project)			**30 Marks**	
3. Financial report The tenderer MUST fill the forms listed below in the format provided Form FIN 3.2 Average Annual Construction Turnover Form FIN 3.3 Financial resources **(MUST duly fill the forms, do not refer to attached documents)**					
	Audited financial report (last Two (2) years) Average Annual Turn-over equal to or greater than KES. 100 Million for Each Year (5 marks for Each			**10 Marks**	

<table>
<tr><td></td><td>Year)</td><td></td><td></td></tr>
<tr><td></td><td>Evidence of Financial Resources (cash in hand/ lines of credit/overdraft facility etc.) - Has access to financial resources to finance the projected cash flow of KES 15 Million (5marks)</td><td>5 Marks</td><td></td></tr>
<tr><td colspan="3">4. Adequacy of tools and equipment
The tenderer MUST fill the forms listed below in the format provided Form EQU: Equipment
(MUST duly fill the form for each equipment and show proof of ownership or leasing, do not refer to attached documents)</td><td></td></tr>
<tr><td colspan="3">The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirement for key equipment listed below. A separate form shall be prepared for each item of equipment list or alternative equipment proposed by the Tenderer using the relevant form in Section IV Tendering Forms.

The tenderer must show proof of ownership or leasing of the following Equipment (2.5 Marks for Each Equipment)
<table>
<tr><th>No</th><th>Equipment Type and Characteristics</th><th>Number</th></tr>
<tr><td>1</td><td>Excavator</td><td>1</td></tr>
<tr><td>2</td><td>Concrete Mixer</td><td>1</td></tr>
<tr><td>3</td><td>Pedestrian Roller</td><td>1</td></tr>
<tr><td>4</td><td>Poker vibrator</td><td>1</td></tr>
</table></td><td>10 Marks</td><td></td></tr>
<tr><td colspan="3">5. Litigation History
The tenderer MUST fill the forms listed below in the format provided
1. Form Con-2: Historical contract Non-performance, pending litigation and Litigation history</td><td></td></tr>
<tr><td></td><td>The tenderer MUST fill the forms listed below in the format provided
Completed Form – 5 Marks
Not completed – 0 Marks</td><td>5 Marks</td><td></td></tr>
<tr><td colspan="2">OVERALL RESPONSIVENESS - PASS/FAIL</td><td>80 Marks</td><td></td></tr>
</table>

Bidders who score 60 marks and above will proceed to Financial Evaluation

4. Multiple Contracts

Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1

i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided thetenderer meets the Eligibility and Qualification Criteria of that Lot.

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

OPTION 2

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

5. Alternative Tenders (ITT 13.1)

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

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2- Works Requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirement sshall be considered bythe Procuring Entity.

6. Margin of Preference is not applicable

7. Due Diligence

(a) The lowest evaluated Tenderer shall be subjected to due diligence based on the documents submitted under *Section IV Tendering Forms* and other documents on pass-fail basis.

(b) If the lowest evaluated Tenderer fails after the conduct of due diligence, the Procuring Entity shall prepare the report to that effect and the bid rejected as non-responsive.

(c) In that event, the second lowest bidder shall be subjected to the due diligence based on the forms submitted under *Section IV Tendering Forms* and tender documents on pass-fail basis. The process shall be repeated until a suitably qualified Tenderer that passes the due diligence is determined and selected for award of the contract.

(d) Where for any reasons the lowest Tenderer recommended for award of contract declines in writing to accept the award or fails to furnish the required performance security within the given timelines; the award shall be revoked, and the next ranked tenderer shall be subjected to due diligence, and if found suitable, recommended for award of the *contract* within the Tender Validity period.

8. QUALIFICATION FORM SUMMARY

1	2	3	*4*	*5*
Item No.	**Qualification Subject**	**Qualification Requirement**	***Document To be Completed by Tenderer***	***For Procuring Entity's Use (Qualification met or Not Met)***
1	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority in accordance with ITT 3.14.	Form of Tender	
3	Conflict of Interest	No conflicts of interest in accordance with ITT 3.3	Form of Tender	
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.8	Form of Tender	
5	State- owned Enterprise	Meets conditions of ITT 3.7	Forms ELI – 1.1 and 1.2, with attachments	
6	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI – 1.1 and 1.2, with attachments	
7	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since **1st January 2019**.	Form CON-2	
8	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Form of Tender	
9	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON – 2	
10	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since **1st January *2019***	Form CON – 2	
11	Financial Capabilities	(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as **Kenya Shillings 15M** equivalent for the subject contract(s) net of the Tenderer's other commitments. (ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of	Form FIN – 3.1, with attachments	

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)***
		finance to meet the cash flow requirements on works currentlyin progress and for future contract commitments. (iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last ***2* years** shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.		
12	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings ***100 Million***, equivalent calculated as total certifiedpayments received for contracts in progress and/or completed within the last *2* years.	Form FIN – 3.2	
13	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last *10* years, starting **1st January *2014***	Form EXP – 4.1	
	Specific Construction & Contract Management Experience	A minimum number of ***Three (3 No.)*** similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between **2014-2024** and tender submission deadline i.e. **3 contracts**, each of minimum value **Kenya shillings 30,000,000.00** equivalent. The similarity of the contracts shall be based on the following: Based on Section VII, Scope of Works	Form EXP 4.2(a)	

QUALIFICATION FORMS

1. FORMEQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be preparedfor eachitemof equipment listed, orfor alternative equipment proposed bythe 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 ☐ Speciallymanufactured	

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 andKey Personnel Schedule

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

Contractor' Representative and Key Personnel

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

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

Project	**Role**	**Duration of involvement**	**Relevant experience**
[main project details]	*[role and responsibilities on the project]*	*[time in role]*	*[describethe experience relevant to this position]*

Declaration

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

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

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

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

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

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

Signature: _____

Date: (day month year):_____Countersignature

of authorized representative of the Tenderer:

Signature:_____Date:(daymonth

year): _____

4. TENDERER'S QUALIFICATION WITHOUT PRE-QUALIFICATION

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

4.1 FORM ELI -1.1

Tenderer Information Form

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actualorintended country of registration: *[indicate country of Constitution]*
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name:_____ Address:_____ Telephone/Fax numbers: _____ E-mail address:_____
1. Attached are copies of original documents of ☐ Articlesof Incorporation(orequivalent documents of constitution or association), and/or documents of registration of the legal entity named above, inaccordance 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 • Operationunder commercial law • Establishingthat the Tenderer is not under the supervision of the Procuring Entity 2. Included are theorganizational chart, a list of Board of Directors, and the beneficial ownership.

4.2 FORM ELI -1.2 (NOT APPLICABLE FOR THIS TENDER)

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

ITT No. and title _____

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name:_____ Address:_____ Telephone/Fax numbers: _____ E-mail address:_____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6. ☐ 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_____
ITTNo. and title: _____

Non-PerformedContracts in accordancewith Section III, Evaluationand Qualification Criteria			
☐ Contractnon-performance did not occursince 1st January*[insertyear]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1. ☐ Contract(s) not performed since 1st January*[insertyear]* specified in Section III, Evaluationand Qualification Criteria, requirement 2.1			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchangerateand Kenya Shilling equivalent)**
[insert year]	*[insert amount andpercentage]*	Contract Identification: *[indicate complete contract name/ number, andanyotheridentification]* Name of ProcuringEntity: *[insertfull name]* Address of ProcuringEntity: *[insertstreet/city/country]* Reason(s) for nonperformance: *[indicate mainreason(s)]*	*[insertamount]*
PendingLitigation,inaccordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation inaccordance with Section III, Evaluation and Qualification Criteria, Sub- Factor 2.3. ☐ Pending litigation Section III, Evaluation and QualificationCriteria, 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 inaccordance 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.			

4.4 FORM FIN – 5.1 :

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

Financial Situation and Performance

Tenderer's Name: _____
Date: _____
JV Member's Name_____
ITTNo. and title: _____

4.4.1. Financial Data

TypeofFinancialinformation in_____ (currency)	**Historicinformationforprevious_____*years,*** **(amountincurrency,currency, exchange rate*, USDequivalent)**				
	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Statement of Financial Position(Informationfrom 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)					
CashFlow Information					
Cash Flowfrom Operating Activities					

*Refer to ITT 15 for the exchange rate

4.4.2 Sources of Finance

4.4 FORM FIN – 3.1:

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

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

4.4.3 Financial documents

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

(a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity(such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the_____years required above; and complying with the requirements

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

Average Annual Construction Turnover

Tenderer's Name: _____
Date: _____
JV Member's Name_____
ITTNo. and title: _____

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

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

4.5 FORM FIN – 3.2:
4.6 FORM FIN – 3.3:

Financial Resources

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

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

4.7 FORM EXP – 3.4:

Current Contract Commitments / Works in Progress

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

Current Contract Commitments

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

4.8 FORM EXP - 4.1

General Construction Experience

Tenderer's Name: _____
Date: _____
JV Member's Name_____
ITTNo. and title: _____

Page_____of_____pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contractname: _____ Brief Description of the Works performed by the Tenderer:_____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contractname:_____ Brief Description of the Works performed by the Tenderer:_____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contractname:_____ 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_____
ITTNo. and title: _____

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

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

Specific Construction and Contract Management Experience (cont.)

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

4.11 FORM EXP - 4.2(b)

Construction Experience in Key Activities

Tenderer's Name: _____
Date: _____
Tenderer's JV Member Name: _____
Sub-contractor's Name[2] (as per ITT 34):
ITT No. and title _____

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

1. Key Activity No One: _

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Memberin JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			**KenyaShilling**	
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				
ProcuringEntity's Name:				
Address: Telephone/fax number E-mail:				

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

[2] If applicable

2. Activity No. Two
3. ……

OTHER FORMS

5. FORM OF TENDER
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS

i) All italicized text is to help the Tenderer in preparing this form.

ii) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.

iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.

Date of this Tender submission:.....*[insert date (as day, month and year) of Tender submission]* **Tender Name and Identification**:.....*[insert identification]* **Alternative No.**:.....*[insert identification No if this is a Tender for an alternative]*

To.....*[Insert complete name of Procuring Entity]*

Dear Sirs,

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

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

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

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 withinthe time stated in the Special Conditions of Contract.

3. We agree to adhere bythis tender until_____*[Insert date],* and it shall remain binding upon us and maybe accepted at anytime 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 inaccordance with ITT 28;

ii) *Eligibility:* We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and4;

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 Countryinaccordance 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 theoptions belowasappropriate]*

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 amountsandthe 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 thevarious amountsand the respective currencies*];

vii) *Discounts:* Thediscounts offered and the methodologyfor their application are:

viii) The discountsoffered are: [*Specify in detaileach discount offered.*]

ix) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail themethod that shall beused to applythe 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 withthe Tenderingdocument;

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 thanalternative Tenderssubmitted inaccordance 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 eachsuch commission orgratuity].*

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 Tenderor anyother Tender that youmayreceive;

xviii) Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on ourbehalf engages inany type of Fraud and Corruption;

xix) Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Tender Determination" attached below.

xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from_____(*specify website*) during the procurement process and the execution of any resulting contract.

xxi) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

xxii) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:

a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in anyconflict to interest.
b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal

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

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

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

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

Signatureof 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- CONFIDENTIALBUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one formforeach entity if Tender is a JV.* Tenderer is further reminded that it is an offence to give false information onthis 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 (*postal and physical addresses, email, and telephone number*) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) of state which stock exchange	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full_____Age_____Nationality _____Country of Origin_____Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) Registered Company, provide the following details.

i) Private or public Company_____

ii) State the nominal and issued capital of the Company

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

Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) DISCLOSUREOFINTEREST- Interest of the Firm in the Procuring Entity.

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

If yes, provide details as follows.

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

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YESORNO	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		

	Type of Conflict	Disclosure YESORNO	If YES provide details of the relationship with Tenderer
	process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

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

Full Name_____Titleor

Designation_____

_____ _____

(Signature) *(Date)*

B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

Icertify, on behalf of_____[Name of Tenderer] that:

1. I have read and I understandthecontents of this Certificate;

2. Iunderstand 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 theTender on behalf of the Tenderer;

4. For the purposes of this Certificate and the Tender, Iunderstand that the word "competitor" shall include any individual ororganization, other than theTenderer, whether or not affiliated with the Tenderer, who:
   a) has been requested tosubmit a Tender in responsetothisrequest 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 reasonsfor, suchconsultations, communications, agreements or arrangements;

6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   a) prices;
   b) methods, factors or formulas used to calculate prices;
   c) the intention or decision to submit, or not to submit, a tender; or
   d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;

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

Name_____Title Date _____

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

C. SELF - DECLARATION FORMS

FORM SD1

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

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

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

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed toherein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

FORM SD2

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....*(insert name of the Company)* who is a Bidder in respect of Tender No..... for …….. *(insert tendertitle/description)* for.....*(insert nameofthe Procuring entity)* and dulyauthorized and competent to make this statement.

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

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

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

5. THAT what is deponed to here in 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.

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

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

Position…….....…….....

Office address……. Telephone…….....…….

E-mail…….....….....…

Name of the Firm/Company…….....……

Date.....(Company Seal/ Rubber

Stamp where applicable)

Witness

Name ……..... Sign.....

Date……

D. APPENDIX 1- FRAUDAND 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 theperson, 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 inthe 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 betweentwo or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v) "obstructive practice" is:

- deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.

b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

c) Rejects a proposal for award[1] 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 or 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 inspect[2] 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.

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

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

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

Beneficiary:_____

Request for Tenders No:

_____

Date:_____

TENDER GUARANTEE No.:_____

Guarantor: _____

1. We have been informed that_____(here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the execution of_____ under Request for Tenders No._____(“the ITT”).

2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____(_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Applicant; or

b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

_____

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas …… [*Name of the tenderer]* (hereinafter called "the tenderer") has submitted its tender dated …… [*Date of submission of tender]* for the …… *[Name and/or description of the tender]* (hereinafter called "the Tender") for the execution of___under Request for Tenders No._____("the ITT").

2. KNOW ALL PEOPLE by these presents that WE …… of …… [**Name of Insurance Company**] having our registered office at …… (hereinafter called "the Guarantor"), are bound unto …….. [*Name of Procuring Entity*] (hereinafter called "the Procuring Entity") in the sum of …… (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

   Sealed with the Common Seal of the said Guarantor this___day of_____20_.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:

   a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or

   b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers ("ITT") of the Procuring Entity's Tendering document.

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii)twenty-eight days after the end of the Tender Validity Period.

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

[Date]	*[Signature of the Guarantor]*
[Witness]	*[Seal]*

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

TENDER-SECURING DECLARATION FORM

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

Date.....*[insert date (as day, monthand year) of Tender Submission]*
Tender No.....*[insert number of tendering process]*
To:.....*[insert completenameof 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 dateofsigning]* Seal orstamp

Appendix to Tender

Schedule of Currency requirements

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

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

PART II - WORK REQUIREMENTS

SECTION V - DRAWINGS

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

SECTION VI - SPECIFICATIONS

SECTION VII- BILLS OF QUANTITIES

1. Objectives

The objectives of the Bill of Quantities are:

a) to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and

b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

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

2. Day work Schedule

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

a) A list of the various classes of labor, materials, and Constructional Plant for which basic day work rates or prices are to be inserted by the Tenderer, together with a statement of the conditions under which the Contractor shall be paid for work executed on a day work basis.

b) Nominal quantities for each item of day work, to be priced by each Tenderer at day work rates as Tender. The rate to be entered by the Tenderer against each basic day work item should include the Contractor's profit, overheads, supervision, and other charges.

3. Provisional Sums

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

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

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person draftingthetenderingdocument. Theyshould not be included inthe final tenderingdocument.

4. The Bills of Quantities

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

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

COUNTY GOVERNMENT OF LAMU

BILLS OF QUANTITIES

PROPOSED EYE CLINICS AND WARDS AT MOKOWE HOSPITAL RENOVATION

NOVEMBER, 2024

	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **GENERAL PRELIMINARIES**				
A	**PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES** **Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification.** The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.				
B	**ABBREVIATIONS** Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows:- C.M. Shall mean cubic metre S.M. Shall mean square metre L.M. Shall mean linear metre mm Shall mean Millimetre KG Shall mean Kilogramme No. Shall mean Number PRS. Shall mean Pairs B.S. Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I., England. ditto Shall mean the whole of the preceding description except as qualified in the description in which it occurs. m.s. Shall mean measured separately. a. b. d Shall mean as before described				
	CARRIED TO GENERAL PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **GENERAL PRELIMINARIES 'ctd** **EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT** **Attendance Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:-** Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, messrooms, sanitary accommodation 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. **Fix Only:-** "Fix Only" shall mean take delivery at nearest transport/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 ***County Government of Lamu*** . The terms "Employer" and "County Government" wherever used in any contract document shall be synonymous. **C** **PROJECT MANAGER** The term "Project Manager." wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the County Government.				
	CARRIED TO GENERAL PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **GENERAL PRELIMINARIES 'ctd**				
A	**ARCHITECT** The term "Architect" wherever used in these Bills of Quantities shall be deemed to mean **County Architect,** County Government of Lamu, and P.O. Box 74 - 80500 Lamu				
B	**QUANTITY SURVEYOR** The term "Quantity Surveyor" wherever used in these Bills of Quantities shall be deemed to mean **County Quantity Surveyor,** County Government of Lamu, and P.O. Box 74 - 80500 Lamu				
C	**STRUCTURAL ENGINEER** The term "Structural Engineer" wherever used in these Bills of Quantities shall be deemed to mean **County Structural Engineer,** County Government of Lamu, and P.O. Box 74 - 80500 Lamu				
D	**ELECTRICAL ENGINEER** The term "Electrical Engineer" wherever used in these Bills of Quantities shall be deemed to mean **County Electrical Engineer,** County Government of Lamu, and P.O. Box 74 - 80500 Lamu				
E	**MECHANICAL ENGINEER** The term "Mechanical Engineer" wherever used in these Bills of Quantities shall be deemed to mean **County Mechanical Engineer,** County Government of Lamu, and P.O. Box 74 - 80500 Lamu				
	CARRIED TO GENERAL PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **GENERAL PRELIMINARIES 'ctd**				
A	**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 37 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				
B	**PLANT, TOOLS AND VEHICLES** Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.				
C	**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.				
D	**MATERIALS AND WORKMANSHIP.** All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are on site when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.				
	CARRIED TO GENERAL PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **GENERAL PRELIMINARIES 'ctd**				
A	**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"				
B	**STORAGE OF MATERIALS** The Contractor shall provide at his own risk and cost where directed on the site weatherproof lockup sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.				
C	**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.				
	CARRIED TO GENERAL PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **GENERAL PRELIMINARIES 'ctd**				
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 inaccordance with the current scale of testing charges laid down by the Ministry of Roads and Public Works. Theprocedure 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.				
B	**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. No claim in respect of want of knowledge in this connection will be entertained				
	CARRIED TO GENERAL PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **GENERAL PRELIMINARIES 'ctd**				
A	**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				
B	**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.				
C	**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 General 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.				
D	**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 for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and and reinstate all works and surfaces disturbed to the satisfaction of the "PROJECT MANAGER".				
	CARRIED TO GENERAL PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **GENERAL PRELIMINARIES 'ctd**				
A	**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"				
B	**OFFICE ETC. FOR THE PROJECT MANAGER** The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the Site Office of the type noted in the Particular Preliminaries, complete with furniture .He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up pedestal type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide the services of cleaner and pay all conservancy charges and keep both office and keep both office and closet in a clean and sanitary condition from the commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by theby the PROJECT MANAGER a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.				
C	**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. He must also provide temporary tanks and meters as required at his owncost 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. 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.				
	CARRIED TO GENERAL PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **GENERAL PRELIMINARIES 'ctd**				
A	**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				
B	**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. The working hours shall be those generally worked by good employees in the Building and Civil Engineering trades in Kenya .No work shall be carried out at night or on gazzeted holidays unless the PROJECT MANAGER shall direct so. No work shall be covered up nor shall any concreting be carried out in the absence of the Clerk of Works without prior approval of the PROJECT MANAGER in writing.				
C	**PROVISIONAL SUMS.** The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement Such sums are net and no addition shall be made to them for profit.				
D	**PRIME COST (OR P.C.) SUMS.** The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods as stated in Condition No. 20 of the Conditions of Contract are described herein as Nominated Sub-Contractors.				
	CARRIED TO GENERAL PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **GENERAL PRELIMINARIES 'ctd**				
A	**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.				
B	**ADJUSTMENT OF P.C. SUMS.** In the final account all P.C. Sums shall be deducted and the amount properly expended upon the D.R's order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them. Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub- Contractor.				
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. 22 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.				
	CARRIED TO GENERAL PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **GENERAL PRELIMINARIES 'ctd**				
A	**NOMINATED SUB-CONTRACTORS** When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, theContractor 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".				
B	**DIRECT CONTRACTS** Notwithstanding the foregoing conditions, the County 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 the instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.				
C	**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.				
	CARRIED TO GENERAL PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **GENERAL PRELIMINARIES 'ctd**				
A	**INSURANCE** The Contractor shall insure as required in Conditions Nos. 22 and 23 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.				
B	**PROVISIONAL WORK** All work described as "Provisional" in these Bills of Quantities is subject to re-measurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.				
C	**ALTERATIONS TO BILLS, PRICING, ETC.** Any unauthorized alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.				
	CARRIED TO GENERAL PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **GENERAL PRELIMINARIES 'ctd**				
A	**BLASTING OPERATIONS** Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.				
B	**MATERIALS ARISING FROM EXCAVATIONS** MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used				
C	**PROTECTION OF THE WORKS.** Provide protection of the whole of the works contained in the Bills of Quantities, including casing , casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.				
D	**REMOVAL OF RUBBISH ETC.** Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.				
E	**WORKS TO BE DELIVERED UP CLEAN** Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts ofmetalwork and leave the whole the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER				
	CARRIED TO GENERAL PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **GENERAL PRELIMINARIES 'ctd**				
A	**GENERAL SPECIFICATION.** For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects, unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.				
B	**TRAINING LEVY** The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 50,000.00 in value.				
C	**MATERIALS ON SITE** All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This is to include the materials of Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.				
	CARRIED TO GENERAL PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **GENERAL PRELIMINARIES 'ctd**				
A	**PRICING OF ITEMS OF PRELIMINARIES** Items described in this section cover the minimum requirements and conditions necessary for the full and proper execution of the contract. The tenderer is required to read and fully understand his obligations under each item and thus asses his costs for complying with the same for the duration of the contract. Should no price be inserted against any item, it shall be assumed that the tenderer has covered any costs associated with that item elsewhere in the Bills of quantities and shall nevertheless be required to comply with such and all items of preliminaries.				
B	**TENDER VALIDITY** The attention of the Tenderers is drawn to clause 3.6 and 3.8 of Conditions of Contract on validity of tender and Tender Security.				
C	**VALUE ADDED TAX (VAT) AND OTHER TAXES** All prices will be inclusive of all statutory taxes and levies, including VAT, necessary for the complete and proper execution of that particular item of the works including compying with all statutory requirements. The amount of VAT payable will be deducted from every payment certified by the Project Manager and paid directly to the Commissioner of VAT.				
D	**SCOPE OF CONTRACT** The work to be carried out under this contract comprises of ***Extension of Private Wards on existing building*** builder's work for the Department of Medical Services as described in these Bills of Quantities and in accordance with the contract drawings and any other drawings which may be issued in amplification thereof.				
E	**DESCRIPTION OF THE WORKS** The work comprises reinforced concrete frame; doors; windows; finishes; electrical, civil and mechanical works in Lamu and most materials will be transported by boat to site				
	CARRIED TO GENERAL PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **GENERAL PRELIMINARIES 'ctd**				
A	**FLOOR AREAS** The gross floor area is as indicated in the measured works section. The overall floor area is measured wall to wall and is given without warranty but for guidance only.				
B	**LOCATION OF SITE** The site for the works is located in **Mokowe Hospital at Hindi Ward**. The tenderer shall be deemed to have visited the site and familiarised himself with all site conditions prior to submission of tenders.				
C	**EXISTING BUILDINGS** Special precautions shall be required throughout the contract period to avoid damage to the existing structures, roads, lawns, cables, drains and other services. The Contractor shall allow for making good any damage arising from his actions during execution of this contract at his own expense.				
D	**GENERAL** The contractor is referred to the General Specifications for Building Works 1976 Edition and must allow for all costs in complying with these specifications.				
E	**CONTRACT COMPLETION PERIOD** The contract completion period in accordance with Clause 31 of the the conditions of contract must be strictly adhered to. The "PROJECT MANAGER" shall strictly monitor the Contractor's progress in relation to the progress chart and should it be found necessary, the "PROJECT MANAGER" shall inform the Contractor in writing that his actual performance on site is not satisfactory. In all such cases , the Contractor shall accelerate his rate of performance, production and progress by all means such as additional labour, plant e.t.c., and working overtime all at his cost.				
	CARRIED TO GENERAL PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **GENERAL PRELIMINARIES** **SUMMARY** Brought forward from page 1 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 page 9 Brought forward from page 10 Brought forward from page 11 Brought forward from page 12 Brought forward from page 13 Brought forward from page 14 Brought forward from page 15 Brought forward from page 16				
	CARRIED TO PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **PARTICULAR PRELIMINARIES** **PARTICULARS OF INSERTIONS TO BE MADE IN THE APPENDIX TO CONTRACT AGREEMENT** The following are insertions to be made in the appendix to the Contract Agreement. (i) Period of final measurement - 3 Months from practical completion date (ii) Defects Liability Period - 6 Months from practical completion date (iii) Date for Possession - To be agreed with "PROJECT MANAGER" (iv) Date of Completion - To be agreed with "PROJECT MANAGER" (v) Liquidated and Ascertained Damages - As per contract data sheet (vi) Period of Interim Certificates - Monthly (vii) Period of Honouring Certificates - Thirty (30) Days (viii) Percentage of Certified value retained - 10% (ix) Limit of retention fund - No limit (x) Bond The Bond required shall be from an approved bank ONLY				
	CARRIED TO PARTICULAR PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **PARTICULAR PRELIMINARIES 'CTD**				
A	**PRICING OF ITEMS OF PRELIMINARIES** Preliminaries to the contract are mandatory conditions and responsibilities the contractor is required to fulfill for the complete and proper execution of the contract. The contractor is advised to read and understand all his obligations under preliminaries. Should he find that fulfillment of any of the items will lead to him incurring any cost not covered under measured works he shall price such works accordingly otherwise failure to price any item will be construed to mean that the tenderer has included it in other priced items in the bills of quantities.				
B	**DESCRIPTION OF THE WORKS AND SCOPE OF CONTRACT** The work comprises ***sub-structures, walling, roofing, doors, windows, external works, finishes, nursing station, plumbing, electrical installation and air conditioning*** .				
C	**MEASUREMENTS** In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.				
D	**LOCATION OF SITE** The site of the proposed works is at ***Mokowe Hospital at Hindi Ward*** . The Contractor is advised to visit the site to familiarize himself with the nature and position of the site. No claims arising from the Contractor's failure to do so will be entertained.				
E	**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 works and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager.				
	CARRIED TO PARTICULAR PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **PARTICULAR PRELIMINARIES 'CTD**				
A	**CLAIMS** It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and/or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such claim or intent to claim notice to the PROJECT MANAGER in accordance with Clause 19 and 24 of the conditions of contract. No claims shall be entertained if the contractor has not complied with the said conditions.				
B	**PAYMENTS** The tenderer's attention is drawn to the fact that the GOVERNMENT 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 elements.				
C	**LABOUR CAMPS** The Contractor shall not be permitted to house labour on the site and he must take full responsibility for transporting labour daily to and from the site as required and the cost of this shall be included in his tender.				
D	**FIRM PRICE CONTRACT** This is a firm price contract and, therefore the tenderer shall not be reimbursed for any increases in the costs of materials and/or labour in the execution of the works except as provided under the fluctuations clause.				
E	**PRICING RATES** The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, , taxes, all to comply with the said Conditions of Contract **except for V.A.T which shall be added at the Grand Summary of these Bills of Quantities**				
	CARRIED TO PARTICULAR PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **PARTICULAR PRELIMINARIES 'CTD**				
A	**SECURITY** The Contractor shall provide adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.				
B	**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 should allow for any costs he may incur by having to complete the works within the stipulated contract period.				
C	**PAYMENT FOR MATERIALS ON SITE** All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.				
D	**PRICING OF PRELIMINARIES** The tenderer is required to price items covered in these preliminaries as items for which no price is entered will not be paid for but shall be deemed covered by other rates and prices in these Bills of Quantities.				
E	**ADJOINING PROPERTY** Take all necessary precautions to prevent damage to adjoining property. Any damage occurring must be made good to the satisfaction of the PM and/or owner(s) of the adjoining property at the contractor's expense.				
F	**USE OF SITE** Do not use the site for any other purpose other than carrying out the works. Do not permit or display any advertisement without the consent of the PM				
G	**SIGN BOARD** Allow for providing ,erecting ,maintaining throughtout the course of the contract and after clearing away a signboard as designed,specified and approved by the Project Manager.				
	CARRIED TO PARTICULAR PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **PARTICULAR PRELIMINARIES 'CTD**				
A	**QUALITY OF THE WORKS** The works should be of high quality and the contractor will be required to make samples of the work to be executed for approval by the PM before he commences the carrying out of the works. The contractor should allow for sample works in his rates accordingly. Incase a sample does not meet the standards set by the PM, the contractor shall be expected to make another sample at his cost until it is approved by the PM.				
B	**BID SECURITY** The Bidder shall furnish, as part of his bid, a security as specified in the tender advertisement. The bid security shall, at the bidder's option, be in the form of a certified cheque, bank draft, standby letter of credit or guarantee from a reputable bank located in Kenya or foreign bank which has been determined by the bidder to be acceptable to the Government. The format of the bank guarantee shall be in accordance with the sample forms of bid security included in the post qualification forms, other formats may be permitted, subject to the prior approval of the Government. Letters of credit, bank Guarantees issued as surety for **the bid shall be valid for a period of One Hundred and Twenty (120) days from the date of Tender Opening.**				
C	**WATER FOR THE WORKS** The contractor is to make his arrangements for the provision of water for the works in the course of execution of this contract.				
D	**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 shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.				
	CARRIED TO PARTICULAR PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **PARTICULAR PRELIMINARIES 'CTD**				
A	**PREVENTION OF ACCIDENT, DAMAGE OR LOSS** The Contractor is notified that these works are to be carried out on a site where the Client is going on with other normal activities. The Contractor is instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site.				
B	**FORM OF CONTRACT** The form of contract will be the Republic of Kenya Standard Tender Document for Procurement of Works (2006 Edition)				
C	**PERFORMANCE BOND** A bond of **10% of the contract sum** will be required in accordance with clause 6.5, award of contract of the Conditions of Contract. No payment will be made without the required performance security.				
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 in the tender box as specified in the advertisement and or letter of invitation to tender. Tenders will be opened at the time specified in the advertisement and/or letter of invitation to tender. Tenders arriving later than the specified time will not be considered.				
E	**CORRECTION OF ERRORS IN TENDER** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.				
	CARRIED TO PARTICULAR PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **PARTICULAR PRELIMINARIES 'CTD**				
A	**VIEWING OF DRAWINGS** Any tenderer interested in viewing the drawings related to this project before submission of the tenders may do so by contacting the Office of the Chief Officer, Infrastructure, Lamu County				
B	**STANDARD FORMS** Any tender with standard forms not filled as appropriate will be treated as non-responsive.				
C	**VAT DEDUCTIONS** The tenderer is advised that in accordance with Government public notice No. 35 &36 Dated 11th September 2003 operational from 1st October 2003, withholding VAT will be levied against the contract sum by the Employer and remitted 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 of VAT, any excess payment will be refundable once the Contractor has submitted monthly returns to the Commissioner of VAT who will do the refunds when satisfied that the VAT regulations have been complied with.				
D	**OFFICE FOR THE "PROJECT MANAGER"** The site office mentioned in item B page GP/7 of the General Preliminaries shall be type "B" as shown on the Ministry of Works Standard Detail. The contractor shall insure the office and furniture against fire, theft and natural calamities and provideday and night security. He shall also provide and maintain adequate access and parking acceptable to the PROJECT MANAGER.				
E	**TELEPHONE** The contractor shall provide a telephone facilities (fixed or mobile) on site throughout the duration of the contract for use by the Project Manager. He shall also maintain the phone in permanent working condition and pay all charges for the duration of the Contract.				
F	**HOARDING** Hoarding shall be erected as necessary				
	CARRIED TO PARTICULAR PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **PARTICULAR PRELIMINARIES 'CTD**				
A	**PROGRAMME PROGRESS CHART** The Contractor shall allow for providing within One (1) week after the date of possession of the site and in agreement with the "PROJECT MANAGER" a progress chart for the whole of the works. One copy shall be forwarded to the "PROJECT MANAGER" and another copy shall be retained on site on which progress shall be recorded by the Contractor. Should any circumstance arise affecting the programme or progress ,the chart shall be modified as necessary in consultation with the "PROJECT MANAGER".				
B	**PERFORMANCE SECURITY (BOND)** The Contractor should note that the Performance Security to be provided must be inform of a bank guarantee in the amount of 5 % of the Contract Sum. The form to be signed is M.O.W. 118 or any other format acceptable to the Employer.				
C	**PAYMENTS TO DOMESTIC SUBCONTRACTORS** The Main Contractor shall be fully responsible for paying his Domestic Sub -Contractors but the Government reserves the right in very exceptional circumstances to make such payments direct in the interest of the project, where completion thereof might be jeopardised by any dispute between any of the Contractors and Sub -Contractors involved.				
D	**APPENDICES** The Appendices to the Bills of Quantities shall be regarded for contract purposes as part of the Bill and shall be read and construed with the appropriate sections of theBills if contained therein.				
E	**SUFFICIENCY OF TENDER** The main Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the Bills of Quantities which rates and prices shall cover all his obligations under the contract and all matters and things necessary for the proper completion of the works.				
	CARRIED TO PARTICULAR PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **PARTICULAR PRELIMINARIES 'CTD**				
A	**GENERAL SPECIFICATIONS** For the full description of materials ,workmanship and method of execution of the works, the Contractor is referred to the Ministry of Works General specifications for building works dated 1976 or any subsequent revision thereof which is issued as a separate document and which shall be followed in all respects unless it conflicts with the General and Particular Preliminaries, Trade Preambles or other items in these Bills of Quantities. In the event of such conflict , then the provisions of the General and Particular Preliminaries, Trade Preambles and these Bills of Quantities take precedence.				
B	**TRAINING LEVY** The Contractor's attention is drawn to Legal Notice No. 237 of October 1971 which requires payment by the Contractor of a Training levy at the rate of 1/4 % of the Contract Sum on all Contracts of more than Kshs. 50,000.00 in value.				
C	**MATERIALS ON SITE** All materials for incorporation in the works must be stored on or adjacent to the site of the works before payment is effected by the "PROJECT MANAGER". This is to include the materials of the Main Contractor, Sub - contractors and Nominated Suppliers.				
D	**SECURITY AND ACCESS TO THE SITE** The Contractor must include in his tender for all necessary expenditure incurred in complying with the security regulations of the ***County of Lamu*** , especially in relation to entry and exit from the site of the works and movement within the site.				
	CARRIED TO PARTICULAR PRELIMINARIES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SECTION 1 **PRELIMINARIES** **PARTICULAR PRELIMINARIES 'CTD**				
A	**SECURITY** The Contractor shall be responsible for ensuring that all personnel of non-Kenyan origin employed on site by himself or his sub- contractors or who are otherwise connected with the construction of contract through the Contractor must be approved and cleared to work on the project individually in writing by the relevant Government Agencies. Where personnel are not approved, the Contractor shall be responsible at his own expense for obtaining and employing suitable and approved personnel. The Contractor shall be responsible for ensuring that all matters including drawings, letters and documentation relating to the project are dealt with confidentiality. He will be expected to post notices on site instructing his employees to treat all matters relating to the project as confidential.				
B	**NUISANCE** The Contractor shall not directly or indirectly or otherwise by himself or through his agents cause nuisance . Should he do so he shall be directly responsible for such acts.				
	CARRIED TO PARTICULAR PRELIMINARIES COLLECTION				
	SECTION 1 **PRELIMINARIES** **PARTICULAR PRELIMINARIES** **SUMMARY** Brought forward from page 18 Brought forward from page 19 Brought forward from page 20 Brought forward from page 21 Brought forward from page 22 Brought forward from page 23 Brought forward from page 24 Brought forward from page 25 Brought forward from page 26 Brought down from above				
	CARRIED TO PRELIMINARIES COLLECTION				
ITEM	**DESCRIPTION**	**QTY**	**UNIT**	**RATE**	**AMOUNT**
	SECTION 1 **PRELIMINARIES** **SUMMARY** Brought forward from page 18 Brought forward from page 27				
	TOTAL PRELIMINARIES CARRIED TO GRAND SUMMARY				

PROPOSED RENOVATIONS OF EYE CLINIC WARD AT MOKOWE HOSPITAL

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Preliminaries				
A	Bush clearing of areas around the wards and disposing away as shall be directed	SM	200		
B	Bush clearing and uprooting trees on roof slabs and disposing away as shall be directed	Lumpsum			
C	Demolish and form an opening to provide access to recovery ward and consultation office and remove the debris and dispose away as directed by the Architect	Lump sum			
	ASBESTOS REMOVAL				
D	Fulltime supervision and coordination of all Asbestos removal activities at the site by contractor's Environmentalist.	ITEM			
E	Removal, handling and store well while awaiting disposal of asbestos sheets charged per meter square of asbestos	SM	550		
	Preliminaries carried to Summary page				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Substructure				
	Excavations				
A	Excavate strip foundations commencing from stripped level not exceeding 1.5m deep	CM	0.5		
B	300mm thick imported hardcore bed well compacted in layers not exceeding 150mm thick	SM	21		
	Blinding to Hardcore				
C	50mm thick quarry dust blinding to hardcore to receive damp proof membrane	SM	21		
	Vibrated reinforced insitu concrete class 15/20 with minimum cube crushing strength of 25N/mm2 at 28 days in:				
D	Strip foundation	CM	0.5		
E	150mm thick slab	SM	21		
	Reinforcement				
	Supply and fix cold worked steel bar to BS 4449 REF in structural concrete work including cutting, bending, hoisting, tying wire, spacing blocks and supporting all in position				
F	D8	Kg	10		
	B.R.C. mesh reinforcement Ref. A142 to BS 448				
G	B.R.C. mesh reinforcemnt No. A142 size 200mm x 200mm weighing 2.24kg per square metre in floor slabincluding all necessary supports (measured net - allow for laps)	SM	21		
	Formwork				
	Sawn Softwood formwork to:-				
H	Strip footing	SM	7		
I	Edges of bed 75mm - 150mm	LM	13		
	WALLING				
	Machine dressed natural stone waling bedded in cement sand mortar (1 : 3) with 7N/mm2 and reinforced with hoop iron gauge 500 in every alternate course				
J	200mm thick	SM	7		
	Substructure carried to Summary page				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SUPERSTRUCTURE **<u>WALLING</u>** **Machine dressed natural stone waling bedded in cement sand mortar (1 : 3) with 7N/mm2 and reinforced with hoop iron gauge 500 in every alternate course**				
A	200mm thick	SM	120		
	Walling carried to Summary page				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ROOFING				
A	Supply and fix will all necessary nails attached to steel purlins with rubber washers prepainted box profile iron sheets 28g	SM	600		
B	Matching ridge and valley caps	LM	65		
	Painting				
C	Prepare and apply three coats gloss oil paint on fascia board 200 - 300mm girth	LM	120		
	Sawn treated Cypress				
D	Provide fascia board 200mm x 25mm as shall be directed by the Architect	LM	64		
	Painting				
E	Prepare and apply three coats of oil paint on fascia board 200mm - 300mm girth	LM	64		
F	Repair all existing cracks and repair of roof floor slab as shall be directed by the Architect	Lump sum			
G	Supply and install down pipes 100mm diameter to collect rain water	LM	16		
H	Extra over gutters for 100mm diameter outlet	NO	4		
I	Down pipe clips 100mm	NO	18		
K	Replace part of 12mm thick chipboard ceiling to be supplied and fixed as directed by the Architect	SM	290		
	Roofing carried to Summary				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	DOORS				
	Wrot Camphor/ Mvule selected, kept clean as described in:				
A	20 x 20mm Quadrant beading	LM	117		
B	20 x 25mm Glazing bead	LM	117		
C	45 x 25 mm Moulded architrave with one labour	LM	117		
D	150 x 50mm rebated wrot mahogany door frame with rounded edges with fish tail lugs to attatch to wall	LM	117		
	50mm Thick panelled door comprising 100 x 50mm top, middle frame and stiles; 200 x 50mm bottom rails; 75 x 50mm sub-frames complete with 8No. panels prepared for and including 50mm thick solid infills raised and fielded both sides set in rebate in frame including all requisite dowelling, morticing and tenoning				
E	1450mm x 2100mm door size	NO	3		
F	Ditto 1200mm x 2100mm	NO	1		
G	Ditto 900mm x 2100mm	NO	4		
	Ditto 860mm x 2100mm	NO	9		
	The following from 'Union' or other equal and approved manufacturer(s) as per latest East Africa catalogue including all necessary matching fixing screws.				
H	100 mm Brass hinges ref:HN.DW403020	Prs	30		
I	3- Lever entrance mortice lock ref: 2295PB,rebated	NO	3		
J	Ditto but 2 lever	NO	14		
K	Provide door rubber stops complete with rawl bol	NO	44		
L	Provide brass tower bolts 100mm long	NO	6		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Doors cont'd				
	Glazing				
	5mm Thick frost sheet glass and glazing to metal/wood as before described in:				
A	Panes over 0.10 and not exceeding 0.50 square metres (88No.off)	SM	10		
	Painting				
	Prepare and apply three coats first quality approved polyurethane vanish on woodwork surfaces internally & externally as described				
B	not exceeding 50mm girth to vents	LM	320		
C	over 100mm but not exceeding 200mm girth	LM	117		
D	To doors	SM	160		
	Aluminium doors				
	Supply and install Aluminium double doors with all necessary accessories				
E	1570mm x 2100mm	NO	2		
F	900 mm x 2100mm Single door	NO	1		
G	Solid plate mild steel single leaf door overall size 900mm x 2100mm high coplete with rolled hollow section frame, mullion and transom with 16gauge plate infill, padbolts and hinges	NO	1		
	Burglar proofing using 32mm x 32mm x 2.5mm thick m.s sq tube with all necessary accessories to fix to wall and and finished neatly and make good all disturbed areas of the wall				
H	900mm x 2100mm	NO	1		
	Prepare surfaces; apply three coats Gloss oil paint; on steel surfaces; to				
I	General surfaces of doors	SM	4		
J	To grill	SM	4		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Doors Cont'd				
	Collection				
	From page 4				
	From page 5				
	Doors carried to Summary page				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Windows and Vents				
	Supply and fix aluminium framed window with approved powder coated aluminium framing in sections of size 76mm x 32mm fixed to wall/beam /column around openings, including glazing with 6mm thick clear glass as manufactured by "Impala Glass" or other equal approved glass manufacturer; secured to the framing using approved glazing strips and glazing beading including water proofing all joints using approved silicon sealing compounds; all to Architects window schedules' detail and approval				
A	1860mm x 1200mm high	NO	7		
B	1355mm x 900mm high	NO	4		
C	1200mm x 670mm high	NO	2		
D	1220mm x 1100mm high	NO	1		
E	620mm x 670mm high	NO	2		
F	1230mm x 960mm high	NO	2		
	Burglar proofing using D10 with all necessary accessories to fix to wall and and finished neatly and make good all disturbed areas of the wall				
G	1860mm x 1200mm high	NO	7		
H	1355mm x 900mm high	NO	4		
I	1200mm x 670mm high	NO	2		
J	1220mm x 1100mm high	NO	1		
K	620mm x 670mm high	NO	2		
L	1230mm x 960mm high	NO	2		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Prepare surfaces; apply three coats Gloss oil paint; on steel surfaces; to				
	Window grills				
A	1860mm x 1200mm high	SM	27		
B	1355mm x 900mm high	SM	10		
C	1200mm x 670mm high	SM	1.6		
D	1220mm x 1100mm high	SM	2.7		
E	620mm x 670mm high	SM	1.7		
	Vents				
F	Provide and fix mosquito gauze on timber 50mm x 50mm and use a bidding of 50mm x 12.5mm to all vents measurered together as shall be directed by the Architect	SM	320		
	Carried to Collection				
	Collection				
	From page 8				
	From page above				
	Windows and vents Carried to Summary page				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	External works				
	Cover slabs				
A	Cast concrete cover sabs and place on storm water drain size 355mm x 620 x 50mm Thick as shall be directed by the Architect	LM	24		
	Terrazzo				
B	Grind and polish existing terrazzo as per the directives of the Architect	SM	110		
C	Hack floor , Supply ,cast and grind terrazzo on walkway leading to Eye clinic as shall be directed by the Architect	SM	130		
D	Supply and fix coping stone double throtted size 200mm x 75mm	LM	90		
E	Cast reinforced concrete seat at the waiting bay finished with Lamu plaster and niro as shall be directed by the Architect	LM	9.6		
f	Unblocking of manholes and the soil drain and flushing to ensure the system is operational	ITEM			
	External works carried to Summary page				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Finishes				
	Floor Finish in Toilets				
A	Carefully demolish Terrazzo floor in toilets and cart away debris as shall be directed by the Architecte	SM	23		
	Screed: cement and sand (1 : 4) on concrete: wood floated finish to:-				
B	25mm thick screed to receive ceramic tiles	SM	23		
	Supply and fix approved ceramic tiles; non - slip floor tiles;(prime cost sum Kshs. 800.00 per square metre) to regular pattern; bedding and jointing in cement mortar (1 : 4); grouting joints with matching cement. Rates to include for plastic corner strip				
C	Supply and fix tiles 400mm x 400mm x 8mm thick	SM	23		
	Plaster and Render Painting				
	12mm Thick cement and sand (1:4) render in two coats to wall or concrete surfaces externally and internally				
D	To walls	SM	74		
E	To Jambs and reveals	SM	23		
	Prepare and apply one undercoat and three finishing coats first quality plastic emulsion paint as described				
F	Plastered wall or concrete surfaces	SM	1920		
G	Ditto ceiling	SM	580		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Finishes cont'd				
	Prepare and apply one undercoat and three finishing coats first quality platic emulsion paint as described				
A	Rendered surfaces	SM	430		
B	Protruding beams	SM	27		
	Prepare surfaces; apply three coats Gloss oil paint; on steel surfaces; to				
C	General surfaces of of I- Purlins	SM	410		
	Prepare and apply one coat gloss oil paint to:-				
D	Plastered walls internally to a height of 1.5m	SM	1920		
	Carried to Collection				
	Collection				
	From page 11				
	From page above				
	Finishes carried to Summary page				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Nursing Station				
	Walling				
	Machine dressed natural stone waling bedded in cement sand mortar (1 : 3) with 7N/mm2 and reinforced with hoop iron 25mm wide 26 gauge in every alternate course				
A	200mm thick walls	SM	8		
	Vibrated reinforced insitu concrete class 25/25 with minimum cube crushing strength of 25N/mm2 at 28 days in:				
	described, in:-				
B	75mm Slab	SM	8		
C	Provide reinforcements of D8 bars	KG	43		
	Sawn timber formwork as described to:-				
D	Sides and soffits of Slab	SM	8		
	Screed: cement and sand (1 : 4) on concrete: wood floated finish to Nursing station worktop:-				
E	25mm thick screed to receive Granite Slab	SM	8		
	Wall Finishes				
	Plaster: 12mm cement/lime putty/ sand : steel trowelled: on masonry or concrete; to				
F	Plaster to wall finished smooth with steel trowel	SM	16		
	Painting				
	Prepare and apply one undercoat and three finishing coats first quality plastic emulsion paint as described				
G	Plastered wall or concrete surfaces	SM	16		
	Supply and fix Granite slabs finished neatly as per Architects instructions:-				
H	12mm thick slab absolutely black	SM	8		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	**Nursing station cont'd** Provide electrical wiring , supply power taping from the main block, chase floor and make good the disturbed areas.	Lump Sum			
	Carried to collection				
	<u>Collection</u> From page 13 From page above				
	Nursing station carried to Summary page				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PLUMBING INSTALLATION				
	Supply and fix the following sanitaryware including all necessary builders work in connection				
	WC Suites; "Tywfords Classic ref. 10003" or equal and approved pan: 9 litre cistern; valveless fittings with plastic syphon, flush bend and cistern supports; inlet connection; overflow; chromium plated lever; medium duty squating				
A	Asian type	NO	7		
	Wash hand basins; "Twyfords Classic ref 14003" or equal amd approved; white; No. 54351 chain waste; 32mm chromium plated bottle trap;15mm Bricon taps				
B	510 x 405mm; fixing with brass screws; to background requiring plugging	NO	16		
C	Shower rose 12mm	NO	6		
D	Twyford ceramic semi recessed soap and brush tray size 300 x 150mm	NO	6		
E	Twyford No. 16454 WHO 610mm towel rail, chromium plated complete with end brackets	LM	11		
F	6mm thick Mirror from plain bevelled glass plate size 600 x 450mm wide with dome plated headed screws and approved back padding	NO	6		
G	Single bowl drain stainless steel kitchen sink a nova or equal approved . The sink shall have a tap hole and have 40mm waste hole , for outlet and overflow. Fittings to include Euro birth chrome plated Swivel mixer chain plug and 40mm dia plastic bottle trap	NO	1		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Plumbing cont'd				
A	Provide the provisional sum of **Kshs. 50, 000/=** (Kenya Shillings Fifty Thousand Only) for soil and waste drainage works including testing and commissioning the drainage system to the Engineer's Approval	Lump sum			
B	Pressure test and commission the installation to Engineers Approval	Lump sum			
C	Supply, chase wallings and install new pipe works replacing the old G.I pipes with PPR as shall be directed by the Architect	Lump sum			
	Testing and Commissioning				
D	Carry out all necessary testing and commissioning as shall be directed	Lump sum			
	Carried to Collection				
	Collection From page 15 From page above				
	Plumbing carried to Summary page				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELECTRICAL INSTALLATION ***Note:*** *All electrical light fittings, switches and sockets to be ordinary English quality*				
A	Provide the provisional sum of **Kshs 550,000/=** (Kenya Shillings Five Hundred and fifty thousands Only) for Electrical Installation works	ITEM			
	Electrical installations carried to Summary				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	AIR CONDITIONING **SPLIT AIR CONDITIONING SYSTEM-High wall type air cooling unit LG** The air conditioning system shall be high wall type air-cooling unit. The air conditioning unit shall be supplied complete with room thermometer, room thermostat controls, drainage pump and wireless remote control device. It shall be charged with R410A refrigerant or any other non ozone depleting refrigerant. The unit shall be such that if the power goes off, it will start automatically after power is restored within three minutes delay. The out door unit shall have matching capacity with the indoor unit. The unit shall be " Samsung " model or equal approved. The indoor unit shall have the following capacity:-				
A	12,000 Btu/hr	NO	1		
	Refrigeration Pipework				
B	Refrigeration liquid line pipework including 25mm Amaflex insulation.	LM	10		
C	Refrigeration gas line pipework including 25mm Amaflex insulation.	LM	10		
	Drain				
D	25mm PVC condensate drainage pipework, class D, including bends, clips, joints and tees in the running lengths of the pipe.	LM	10		
	Surge Protector				
E	Power surge protector as Solatek to suite or equal and approved.	NO	1		
	Mounting bracket				
F	Mounting bracket for the outdoor unit complete with a cage and provided with purpose-made protective steel iron angle frame and all other anchoring accessories including rawl bolts and anti-vibration rubber mountings to engineer's approval.	NO	1		
G	100mm x 50mm trunking for pipes of A/C's	LM	28		
	Air Condition carried to Summary				

PROPOSED RENOVATIONS OF EYE CLINIC WARD AT MOKOWE HOSPITAL

ITEM	DESCRIPTION		PAGE		AMOUNT
	SUMMARY				
	Preliminaries		1		
	Substructure		2		
	Walling		3		
	Roofing		4		
	Doors		7		
	Windows and vents		9		
	External works		10		
	Finishes		12		
	Nursing station		14		
	Plumbing installation		16		
	Electrical installation		17		
	Air Condition		18		
	Preliminaries				
	SubTotal				
	Add contigency 2%				
	SubTotal				
	Add 16% VAT (of sub-total)				
	00				
	Add 0.03% of Capacity Building levy exclusive of all applicable taxes				
	Grand Total				

PART III - CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

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

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

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

General Conditions of Contract

A. General

1. Definitions

1.1 Bold face type is used to identifydefined terms.

a) **TheAccepted Contract** Amount means theamount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedyingof anydefects.

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 usedfor valuations andforassessingtheeffects 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** meansthepriced and completed Bill of Quantities formingpart of the Bid.

e) **Compensation Events** arethose 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 maintainthe Works. It consists of thedocumentslisted in GCC Sub-Clause 2.3 below.

h) **The Contractor** is the partywhose Bid to carryout the Workshas been accepted bythe 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 adjustedinaccordance withthe Contract.

k) **Days** arecalendar days; months are calendar months.

l) **Day work**s are varied workinputs subject to payment on a time basis for the Contractor's employees and Equipment, inadditionto payments for associated Materials and Plant.

m) **ADefect** is anypart of the Works not completed in accordance with the Contract.

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

o) **The Defects Liability Period** is the period **namedinthe SCC**pursuant to Sub-Clause 34.1 andcalculated fromthe 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) **Equipmen**t 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 resultingina permanent record;

t) The Initial Contract Price is the Contract Price listed inthe Procuring Entity's Letter ofAcceptance.

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 onlybythe Project Manager byissuingan extension of time or anaccelerationorder.

v) **Materials** areallsupplies, includingconsumables, used by the Contractor for incorporation in the Works.

w) **Plant i**s 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 responsiblefor supervisingthe execution of the Worksand administeringthe Contract.

y) **SCC** means Special Conditions of Contract.

z) **The Site** is thearea of the works as **defined as suchintheSCC**.

aa) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretativereports aboutthesurface and subsurface conditions at the Site.

ab) **Specification** means the Specification of the Worksincluded in the Contract and anymodification or addition made or approved bythe Project Manager.

ac) **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 necessarilycoincide withanyof the Site Possession Dates.

ad) **ASubcontractor** is a person or corporate bodywho has a Contract with the Contractor to carry out a part of the workinthe Contract, whichincludes workon the Site.

ae) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are neededfor construction or installation of theWorks.

af) **A Variation** is aninstruction givenbythe Project Manager which varies theWorks.

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

2. Interpretation

21 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.

22 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

23 The documents forming the Contract shall be interpreted in the following order of priority:

a) Agreement,
b) Letterof Acceptance,
c) Contractor's Bid,
d) Special Conditions of Contract,
e) General Conditions of Contract, includingAppendices,
f) Specifications,
g) Drawings,
h) Bill of Quantities[6], and
i) anyother document **listed inthe SCC** as formingpart of the Contract.

[6] *In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."*

3. Language andLaw

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) asa matter of laworofficial regulations, Kenya prohibitscommercial 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 anycountry, person, orentityin that country.

4. Project Manager's Decisions

4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Procuring Entityandthe Contractor in the role representingthe 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 onlywhen 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 maymodifythe Schedule of Other Contractors, and shall notifythe Contractor of anysuch modification.

9. Personnel andEquipment

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 beremoved in accordance with Clause 9.2 above.

10. Procuring Entity'sand Contractor's Risks

10.1 The Procuring Entity carries the risks which this Contract states are Procuring Entity's risks, and the Contractor carries theriskswhichthis 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 byanyperson employed byor contractedto himexcept 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 affectingthecountrywherethe Worksareto beexecuted.

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 isa Procuring Entity's riskexceptloss or damage due to

aa) a Defect which existed onthe Completion Date,

ab) anevent occurringbefore the Completion Date, which was not itself a Procuring Entity's risk, or

ac) theactivities 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) whichare 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 followingevents which are due to the Contractor's risks:

a) lossof ordamage to the Works, Plant, and Materials;

b) lossof or damageto Equipment;

c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

d) personal injuryor 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 inthe types and proportions of currenciesrequired to rectifythe 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 informationavailable to the Contractor.

15. Contractorto Construct the Works

15.1 The Contractorshall construct and install the Worksinaccordance withthe Specifications and Drawings.

16. The Worksto Be Completed bythe 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 completethembythe Intended Completion Date.

17. Approval bythe 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 Contractorshall beresponsible for the safetyof all activities onthe 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 instructionsfor dealingwith 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, andthis shall be a Compensation Event.

21. Accessto 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 andAudits

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.

242 Amicable Settlement

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

243 Mattersthatmay bereferred to arbitration

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

a) The appointment of a replacement Project Manager upon thesaid person ceasingto act.
b) Whether or not theissue of an instruction bythe Project Manager is empowered bythese Conditions.
c) Whether or not acertificate hasbeen improperlywithheld or is not inaccordance with these Conditions.
e) Anydisputearisinginrespect 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.

244 Arbitration

24.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably inaccordance with Sub-Clause 24.3 shall be finallysettled byarbitration.

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

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

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

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

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

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

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

the Works.

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

24.5 Arbitrationwith National Contractors

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

i) ArchitecturalAssociation of Kenya
ii) Instituteof Quantity Surveyors of Kenya
iii) Associationof Consulting Engineers of Kenya
iv) Chartered Institute of Arbitrators (Kenya Branch)
v) Institutionof Engineers of Kenya

24.5.2 Theinstitutionwrittento first bythe aggrieved partyshall take precedence over all other institutions.

24.6 AlternativeArbitration Proceedings

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

24.7 Failureto ComplywithArbitrator's Decision

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

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

24.8 Contract operations to continue

24.8.1 Notwithstanding any reference to arbitration herein,

a) theparties shall continue to performtheir respective obligations under the Contract unless they otherwise agree; and
b) the Procuring Entityshall paythe Contractor anymonies due the Contractor.

25. Fraud andCorruption

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

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

B. Time Control

26. Program

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

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

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer

than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

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

27. Extension of the Intended Completion Date

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

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

28. Acceleration

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

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

29. Delays Ordered bythe Project Manager

29.1 The Project Manager mayinstruct the Contractor to delaythe start or progress of anyactivity within the Works.

30. Management Meetings

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

30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meetingand statedin writingto allwho attendedthe meeting.

31. EarlyWarning

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

31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carryingout anyresultinginstruction of the Project Manager.

C. QualityControl

32. Identifying Defects

32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers

mayhave a Defect.

33. Tests

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

34. Correctionof Defects

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

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

35. Uncorrected Defects

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

D. Cost Control

36. Contract Price[7]

36.1 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 accomplishedattherateinthe Billof Quantities foreachitem.

37. Changes inthe Contract Price[8]

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

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

38. Variations

38.1 All Variations shall be included in updated Programs[9] produced by the Contractor.

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

38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

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[7] *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 showdelivery 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 notbealtered when the Contractor makes such changes to the Activity Schedule.

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

38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning

38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work

38.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

a) theproposed change(s), anda descriptionof thedifference totheexistingcontract 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 anyeffect(s) of thechange onperformance/functionality.

38.8 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

a) acceleratethe contract completionperiod; or
b) reducethe Contract Price orthe life cycle coststo the Procuring Entity; or
c) improvethe quality, efficiency, safetyor sustainabilityof the Facilities; or
d) yield anyother benefits to the Procuring Entity, without compromisingthefunctionalityof the Works.

38.9 If the value engineering proposal is approved by the Procuring Entity and results in:

a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified inthe SCC** of thereduction in the Contract Price; or
b) anincrease in the Contract Price; but results in a reduction in life cycle costs due to anybenefit described in (a) to (d) above, theamount to be paid to the Contractor shall be the full increase in the Contract Price.

39. Cash FlowForecasts

39.1 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 necessaryusingthe Contract exchange rates.

40. Payment Certificates

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

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

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

40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed12.

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

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

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

41. Payments

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

41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

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

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

42. Compensation Events

42.1 Thefollowingshall be Compensation Events:

d) The Procuring Entitydoes not give access to a part of the Site bythe 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 Workson time.

g) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is thenfound to have no Defects.

h) The Project Manager unreasonablydoes not approve a subcontract to belet.

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), frominformation availablepubliclyand froma 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 workrequired for safetyor other reasons.

k) Other contractors, public authorities, utilities, or the Procuring Entity does not work within the dates and other constraintsstated in the Contract, andtheycause delayor extra cost to the Contractor.

l) The advancepayment is delayed.

m) Theeffectson the Contractor of anyof the Procuring Entity's Risks.

n) The Project Manager unreasonablydelays issuinga Certificate of Completion.

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

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

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

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

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

43. Tax

43.1 The Project 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 alreadyreflected inthe Contract Price or are aresult of GCC Clause 44.

44. Currency yof Payment

44.1 Allpayments under the contract shall be madein Kenya Shillings

45. PriceAdjustment

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

P = A + B Im/Io

where: Pisthe adjustment factor for the portion of thecontract Pricepayable.

A and B are coefficients[13] **specified in the SCC,** representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable and Im is the index prevailing at the end of the month being invoiced and IOC is the index prevailing 30 days before Bid openingfor inputs payable.

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

46. Retention

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

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

47. Liquidated Damages

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

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project 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.

48. Bonus

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

49. Advance Payment

49.1 The Procuring Entity shall make advance payment to the Contractor of the amounts stated in the **SCC** by the date stated in the **SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this waybysupplyingcopies ofinvoices orother documentsto the Project Manager.

49.3 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,priceadjustments, Compensation Events, Bonuses, or Liquidated Damages.

50. Securities

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

51. Dayworks

51.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

51.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

51.3 The Contractor shall bepaidfor Dayworks subject to obtainingsigned Dayworks forms.

52. Cost of Repairs

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

E. Finishing theContract

53. Completion

53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shalldosoupondecidingthat the wholeof the Works is completed.

54. TakingOver

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

55. FinalAccount

55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days 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 decideontheamountpayable to the Contractor and issue a payment certificate.

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

56. Operating and Maintenance Manuals

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

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

57. Termination

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

57.2 Fundamental breaches of Contract shall include, butshallnotbelimited 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 bythe 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 oramalgamation;
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 Contractordoes not maintain a Security, whichisrequired;
g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can bepaid, as **defined inthe 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 himfromthe Site.

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

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

57.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental ornot.

58. Paymentupon Termination

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

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

59. Property

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

60. Releasefrom Performance

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

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 ***COUNTY GOVERNMENT OF LAMU***
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be ***6 MONTHS***
GCC 1.1 (x)	The Project Manager is ***The County Architect***
GCC 1.1 (z)	The Site is located at ***MOKOWE HEALTH CENTER***
GCC 5.1	The Project manager ***may*** delegate any of his duties and responsibilities.
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. [insert the name/s of each Key Personnel agreed by the Procuring Entity prior to Contract signature.]
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within ***14 days*** days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is ***28*** **days**.
C. Quality Control	
GCC 34.1	The Defects Liability Period is: ***180*** **days**. *[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]*
D. Cost Control	
GCC 38.9	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be_% *(insert appropriate percentage. The percentage is normally up to 50%)* of the reduction in the Contract Price.
GCC 44.1	The currency of the Procuring Entity's Country is: ***Kenya Shillings***
GCC 45.1	The Contract *is not* subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients *does not* apply. *[Price adjustment is mandatory for contracts which provide for time of completion exceeding 18 months]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	The coefficients for adjustment of prices are: (a) *[insert percentage]* percent nonadjustable element (coefficient A). (ib) *[insert percentage]* percent adjustable element (coefficient B). (c) The Index I for shall be *[insert index]*.
GCC 46.1	The proportion of payments retained is: ***10%***
GCC 47.1	The liquidated damages for the whole of the Works are ***0.1%* per day**. The maximum amount of liquidated damages for the whole of the Works is ***10%* of the final Contract Price.**
GCC 49.1	The Advance Payments shall be: **NOT APPLICABLE**
GCC 50.1	The **Performance Security** amount is ***10%*** (a) Performance Security – Performance Bond: in the amount(s) of ***10* percent** of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
E. Finishing the Contract	
GCC 56.1	The date by which operating and maintenance manuals are required is ***N/A***
GCC 56.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is *N/A*
GCC 57.2 (g)	The maximum number of days is: ***180 Days***
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, is N/A.

FORM No 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Awardshall be sent to each Tenderer that submitted aTender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information For 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 wor

   b) Other Tenderers

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

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

(Note a) State NE if not evaluated

5. Howto 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 toAward.

c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request fordebriefingas follows:

i) Attention: [*insert full nameofperson, if applicable*]

ii) Title/position: [*insert title/position*]

ii) Agency:[*insert nameof Procuring Entity*]

iii) Email address: [*insert emailaddress*]

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 notifyyou and confirmthe datethat 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 writinghowthe debriefing will take place and confirmthe 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. Howtomake 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 nameofperson, if applicable*]

ii) Title/position: [*insert title/position*]

iii) Agency:[*insert nameof Procuring Entity*]

iv) Email address: [*insert emailaddress*]

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 availablefromthe Websiteinfo@ppra.go.keor complaints@ppra.go.ke.

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

e) Thereare four essential requirements:

i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tenderingprocess, and is the recipientof a Notification of Intention toAward.

ii) The complaint can onlychallenge the decision to awardthe contract.

iii) Youmust submit thecomplaint withinthe 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 dueto 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 maybeextended as stated in paragraph Section 5 (d) above.

If you haveanyquestionsregardingthis Notificationplease do not hesitate to contact us. On behalf of the ProcuringEntity:

Signature:_____ **Name:**_____

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

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…….OF……..….20……...

BETWEEN

…. ..... **APPLICANT**

AND

……RESPONDENT (Procuring Entity)

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

SIGNED

Board Secretary

FORM NO 3: LETTER OF AWARD

[letterheadpaperofthe 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 Worksandtheremedyingof anydefects 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 documentsreferred 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 Letterof Acceptance
   b) theLetter of Tender
   c) theaddenda Nos_____(if any)
   d) the Special Conditions of Contract
   e) the General Conditions of Contract;
   f) the Specifications
   g) the Drawings; and
   h) thecompleted Schedules and anyother documents formingpart 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 defectstherein inconformityin 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 underthe provisions of the Contract at thetimes and inthemanner prescribed bythe 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.

Signedand sealed by_____(forthe Procuring Entity)

Signedand sealed by_____(forthe Contractor).

FORM NO. 5 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary:_____*[insertnameandAddress of*Procuring Entity*]* **Date:**_____

_____*[Insert dateof 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, herebyirrevocably 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 showgrounds for your demand or the sumspecified therein.

4. This guarantee shall expire, no later than the …. Day of ……, 2.....[2], and any demand for payment under it must bereceived byus at theoffice indicated above onorbefore 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 beforethe expiryof 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 fromthe final product.*

[1] *The 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.*

[2] *Insert 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 bein writingand mustbemadeprior to the expiration date established in theguarantee.*

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 Bonddue to difficulties involved in calling Bondholder to action]

[Guarantor letterhead or SWIFT identifier code]

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

PERFORMANCE BOND No.: _____

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

1. By this Bond _____ as Principal (hereinafter called "the Contractor") and _____] as Surety (hereinafter called "the Surety"), are held and firmly bound unto _____] as Obligee (hereinafter called "the Procuring Entity") in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
   1) complete the Contract in accordance with its terms and conditions; or
   2) obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
   3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

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

SIGNED ON_____on behalfof By___in the capacity of In the presence of

SIGNED ON_____on behalf of By_inthecapacityof In the presence of

FORM NO. 7 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary:_____*[Insert nameand Address of* Procuring Entity*]*
Date:_____*[Insertdate of issue]*

ADVANCEPAYMENTGUARANTEENo.:_____*[Insert guarantee reference number]* **Guarantor:**

_____**[***Insert nameand addressofplace of issue, unless indicated in the letterhead]*

1. We have beeninformed that_____(hereinafter called "the Contractor") has entered into Contract No._____*dated*_____with the Beneficiary, for the execution of _____

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____(*inwords*) is to be made against an advancepayment guarantee.

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum orsums not exceeding in total an amount of_____(*in words*_____)[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
   a) has usedtheadvance payment forpurposes other thanthecosts 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 whichthe 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, nayd e man d forpayment underthis guarantee must bereceived byus at this office on or beforethat 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 beforethe expiryof 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.

[1] *The 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.*

[2] *Insert 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 dateestablished in theguarantee.*

FORM NO. 8 - RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____*[Insertnameand Address of* Procuring Entity*]*

Date:_____*[Insertdate 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 beeninformed 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 thesecond half of the Retention Money] is to bemade against a Retention Moneyguarantee.

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*_____*])*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needingto prove orshow grounds for your demandor thesumspecified therein.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number_____at_____*[insert name and address of Applicant's bank]*.

5. This guarantee shall expire no later than the …..... Day of ….....……, 2..... [2], and anydemand forpayment under it must bereceived byus at the office indicated above on or beforethat 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 beforethe expiryof 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.

[1] *~~The Guarantor shall insert an amount representing the amount of the~~ second half of the Retention Money.*

[2] *Insert a date that is twenty-eight days after the expiry of retention period after the actual completion date of the contract. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request mustbeinwritingandmustbemadepriortotheexpirationdateestablished in theguarantee.*

FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM

BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

Tender Reference No:

Name of the Tender:

Title/Description:

To: **County Government of Lamu**

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**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
1.	Full Name		Directly----------% of shares Indirectly----------% of shares	Directly…….% of voting rights Indirectly----------% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ___No_____ 2. Is this right held directly or indirectly?: Direct…… Indirect……	**1.** Exercises significant influence or control over the Company body of the Company (tenderer) Yes------No---- **2.** Is this influence or control exercised directly or indirectly? Direct…….. Indirect……
	National identity card number or Passport number					
	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----------%	Directly…….% of voting	1. Having the right to appoint a	1. Exercises significant
	National identity					

-	**Details of all Beneficial Owners**		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
	card number or Passport number		of shares Indirectly---------% of shares	rights Indirectly---------% of voting rights	majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct…… …… Indirect…… ……..	influence or control over the Company body of the Company (tenderer) Yes------No---- 2. Is this influence or control exercised directly or indirectly? Direct…… ….. Indirect…… …
	Personal Identification Number (where applicable)					
	Nationality(ies)					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
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 13(5) of the Companies (Beneficial Ownership Information) Regulation 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, emai address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

(a) holds at least ten percent of the issued shares in the company either directly or indirectly;

(b) exercises at least ten percent of the voting rights in the company either directly or indirectly;

(c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

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

Name of the Tenderer:

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

Designation of the person signing the Tender:

Signature of the person named above:

Dated this_____day of_____, 2024

Bidder Official Stamp