

# REPUBLIC OF KENYA



**MANDERA NORTH CONSTITUENCY  
P.O BOX 255-70300, MANDERA**

**PROPOSED CONSTRUCTION OF ICT DIGITAL HUB & OTHER RELATED WORKS IN RHAMU  
WARD, FUNDED BY NG CDF \_MANDERA NORTH  
P.O BOX 255-70300, MANDERA, MANDERA COUNTY**

**TENDER NO: NGCDF-MN/R.ICT.D.H/01/2025-2026**

**OPTION 02\_STANDARD**

**PROCUREMENT METHOD: OPEN TENDERING**

**INVITATION DATE: 30<sup>TH</sup> JUNE, 2026**

**CLOSING DATE: 8<sup>th</sup> JULY, 2026 TIME:**

**10.00AM**

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## TENDER DOCUMENTS

### 1) NAME AND CONTACT ADDRESSES OF PROCURING ENTITY

Name.....MANDERA NORTH NG CDF.....

Address.....P. O BOX 255-70300

MANDERA.....

... Email address...

[cdfmanderanorth@ngcdf.go.ke](mailto:cdfmanderanorth@ngcdf.go.ke).....

- 2) **Invitation to Tender (ITT) No. .... NGCDF-MN/R.ICT.D.H/01/2025-2026...**
- 3) **Tender Name: PROPOSED CONSTRUCTION OF ICT DIGITAL HUB & OTHER RELATED WORKS -RHAMU WARD**

**PROCURING ENTITY: MANDERA NORTH NG CDF**

**CONTRACTNAMEANDDESCRIPTION: PROPOSED CONSTRUCTION OF ICT DIGITAL HUB &  
OTHER RELATED WORKS -RHAMU WARD FUNDED BY NG CDF MANDERA  
NORTH**

1. The (MANDERA NORTHNG CDF) invites sealed tenders for the construction of **Proposed Construction of ICT Digital Hub & Other Related Works -Rhamu Ward Funded by Ng Cdf Mandera North.**
2. Tendering will be conducted under Open tendering method using a standardized tender document and is open to all interested Tenderers. Tenderers will be allowed to tender for one or more items.
3. Qualified and interested tenderers from Mandera North may obtain further information during office hours [i.e. 0900 to 1700 hours] at the address given below.
4. A complete set of tender documents may be obtained electronically free of charge from PPIP
5. Tender documents may be viewed and downloaded for free from the website (PPIP). Tenderers who download the tender document must forward their particulars immediately to Mandera North Ng Cdf P.O Box 255- 70300 Mandera to facilitate any further clarification or addendum.
6. Tenders shall be quoted in Kenya Shillings and shall include all taxes. Tenders shall remain valid for 90 days from the date of opening of tenders.
7. All Tenderers shall submit, as part of their tender, a duly signed Commitment Letter confirming that, if awarded the contract, they shall provide a Performance Security in the sum of Kenya Shillings Five Hundred Thousand (Kshs. 500,000) The Performance Security shall be submitted within **fourteen (14) days** of receipt of the Letter of Award and **before signing of the Contract Agreement**, in accordance with the Public Procurement and Asset Disposal Act, 2015 and Regulations 2020.
  8. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
9. Completed tenders must be delivered to the address below on or before **8<sup>th</sup> JULY, 2026 at 10.00 am.** Electronic Tenders will not be permitted.
10. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
  11. Late tenders will be rejected.
  12. The addresses referred to above are:

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

- 1) Name of Procuring Entity: MANDERA NORTHNG CDF
- 2) Physical address for hand Courier Delivery to an office or Tender Box AT MANDERA NORTH NG CDF OFFICE, RHAMU TOWN
- 3) Postal Address: P.O BOX 255-70300 MANDERA
- 4) The officer to be contacted; **Adan salah Mustafa, telephone number: 0722471247**

**B. Address for Submission of Tenders.**

- 1) Name of Procuring Entity: MANDERA NORTHNG CDF
- 2) Postal Address :P. O BOX 255-70300, MANDERA.THE FUND ACCOUNT MANAGER
- 3) Physical address for hand Courier Delivery to an office or Tender Box: MANDERA NORTHNG CDF OFFICE, RHAMU TOWN.

**C. Address for Opening of Tenders.**

- 1) Name of Procuring Entity: MANDERA NORTHNG CDF
- 2) Physical address for the location (City, Street Name, Building, Floor Number and Room) TENDER BOX AT MANDERA NORTH NG CDF OFFICE, RHAMU TOWN.

Name FUND ACCOUNT MANAGER \_\_\_\_\_ (*Official of the  
Procuring Entity issuing the invitation*)

Designation FUND ACCOUNT MANAGER Date 30<sup>TH</sup> JUNE, 2026

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# **PART 1 - TENDERING PROCEDURES**

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## SECTION I: INSTRUCTIONS TO TENDERERS

### A General Provisions

#### 1. Scope of Tender

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

#### 2. Fraud and Corruption

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

#### 3. Eligible Tenderers

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

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

- d) 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
- e) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer for the Contract implementation; or
- f) 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
- g) Has a close business or family relationship with a professional staff of the Procuring Entity who:
- h) 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
- i) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.

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

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

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

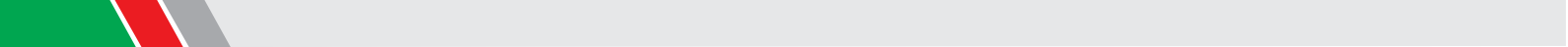
3.7 Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA [www.ppra.go.ke](http://www.ppra.go.ke).

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

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

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

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



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

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

the website [www.nca.go.ke](http://www.nca.go.ke).

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

## **8. Pre-Tender Meeting**

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

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

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

8.4 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works at the web page identified in the **TDS**. 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



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

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

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

#### **16. Tender Prices and Discounts**

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

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

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

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

16.5 It will be specified in the **TDS** if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, except in cases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment 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 tendered 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 tendered pursuant to these requirements, then the tender will be rejected.

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

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

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

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

## 20. Period of Validity of Tenders

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

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

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

- a) in the case of **fixed price** contracts, the Contract price shall be the tender price adjusted by the factor specified in the **TDS**;
- b) in the case of **adjustable price** contracts, no 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 a demand guarantee in any of the following forms at the Tenderer's option:

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

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 deadlines shall thereafter be subject to the dead line 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; any alternative Tenders;
- c) the presence or absence of a Tender Security, if one was required. 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 in writing.**

### **29. Clarification of Tenders**

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

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



### 30. Deviations, Reservations, and Omissions

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

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

### 31. Determination of Responsiveness

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

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

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

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

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

### 32. Non-material non-conformities

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

32.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the tenderer submit the necessary information or documentation, within a reasonable period, to rectify 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 a ward.

#### **34. Currency provisions**

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

#### **35. Margin of Preference and Reservations**

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

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

#### **36. Nominated Subcontractors**

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

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

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

#### **37. Evaluation of Tenders**

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

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

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

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

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

#### **38. Comparison of Tenders**

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

#### **39. Abnormally Low Tenders**

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

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

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

#### **40. Abnormally High Tenders**

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

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

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

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

#### **41. Unbalanced and/or Front-Loaded Tenders**

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

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

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

#### **42. 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 Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

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

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

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

## **F. Award of Contract**

### **45. Award Criteria**

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

### **46. Notice of Intention to enter into a Contract**

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

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

### **47. Standstill Period**

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

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

#### **48. Debriefing by the Procuring Entity**

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

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

#### **49. Letter of Award**

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

#### **50. Signing of Contract**

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

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

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

#### **51. Appointment of Adjudicator**

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

#### **52. Performance Security**

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

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

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

#### **53. Publication of Procurement Contract**

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

- a) name and address of the Procuring Entity;
- b) name and reference number of the contract being awarded, a summary of its scope and the selection

- method used;
- c) the name of the successful Tenderer, the final total contract price, the contract duration.
  - d) dates of signature, commencement and completion of contract;
  - e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

#### **54. Procurement Related Complaints and Administrative Review**

54.1 The procedures for making Procurement-related Complaints areas 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.

### 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.

*[Where an e-procurement system is used, modify the relevant parts of the TDS accordingly to reflect the e-procurement process]. [Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT].*

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<b>A. General</b>
<b>ITT 1.1</b>	<p><b>The name of the contract is PROPOSED CONSTRUCTION OF ICT DIGITAL HUB &amp; OTHER RELATED WORKS -RHAMU WARD FUNDED BY NG CDF MANDERA NORTH</b></p> <p>The reference number of the Contract is NGCDF_MN/R.I.D.H/01/2025-2026</p> <p>The number and identification of lots (contracts) comprising this Tender are [insert number and identification of lots (contracts)]</p> <p>Lot 1- Name N/A Lot 2- Name N/A Lot... Name N/A</p> <p><b>ETC</b></p>
<b>ITT 2.1</b>	<b>NOT APPLICABLE</b>
<b>ITT 3.3</b>	The Information made available on competing firms is as follows:
<b>ITT 4.1</b>	Maximum number of members in the Joint Venture (JV) shall be: <b>NONE</b>
<b>B. Contents of Tender Document</b>	
<b>ITT 8.2</b>	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than <b>8<sup>TH</sup> JULY, 2026 AT 10.00AM</b>
<b>ITT 8.4</b>	pretender site visit. <b>Allowed</b>

<b>ITT 9.1</b>	<p>(2) Physical address for hand Courier Delivery to an office or Tender Box (City, Street, Building, Floor Number and Room) <b>MANDERA NORTH NG CDF OFFICE RHAMU Town</b></p> <p>(3) Postal Address -----P. O BOX 255-70300 MANDERA-----</p> <p>(4) Insert name, telephone number and e-mail address of the officer to be contacted. - ADAN SALAH MUSTAFA, 0722471247</p>
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ITT Reference	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
<b>C. Preparation of Tenders</b>	
ITP 13.1 (h)	The Tenderer shall submit the following additional documents in its Tender: <i>AS PER THE EVALUATION CRITERIA</i>
<b>ITT 15.1</b>	Alternative Tenders <b><i>SHALL NOT</i></b> be considered.
ITT 15.2	Alternative times for completion <b><i>SHALL NOT BE</i></b> permitted.
<b>ITT 15.4</b>	Alternative technical solutions shall be permitted for the following parts of the Works: <b><i>SHALL NOT BE ALLOWED</i></b>
<b>ITT 16.5</b>	The prices quoted by the Tenderer shall be <i>FIXED</i>
<b>ITT 20.1</b>	The Tender validity period shall be <b>120 DAYS</b> _____
<b>ITT 20.3 (a)</b>	<p>) The delayed to exceeding _____ 30 _____ number of days. AS PER CONTRACT DAYS</p> <p>) The Tender price shall be adjusted by the following percentages of the tender price:</p>
<b>ITT 21.1</b>	<p>A Tender Security of <i>Kshs. 272,000 Bid Price shall</i> be required.</p> <p>Tender Security shall be required; the amount and currency of the Tender Security shall be <i>As Above</i> FROM FINANCIAL INSTITUTION RECOGNISED BY Central Bank of Kenya, OR INSUARANCE COMPANIES APPROVED BY PPRA</p>
<b>ITT 21.2 (d)</b>	The other Tender Security shall be <b>_NOT APPLICABLE</b>
<b>ITT 21.5</b>	On the Performance Security, other documents required shall be _____ <b>AS PER SPECIAL CONDITONS OF CONTRACT</b>
<b>ITT 22.1</b>	In addition to the original of the Tender, the number of copies is: <b>ORIGINALS ONLY ONE</b>
<b>ITT 22.3</b>	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <i>WRITEN POWER OF ATTORNEY/ FROM COMMISSIONER OF OATHS</i>
<b>D. Submission and Opening of Tenders</b>	
<b>ITT 24.1</b>	<p>(A) For <u>Tender submission purposes</u> only, the Procuring Entity's address is:</p> <p>(1) Name of Procuring Entity <b>MANDERA NORTH NG CDF OFFICE</b></p> <p>(2) Postal Address (include name of Officer to be attentional) <b>THE FUND ACCOUNT MANAGER, P.O BOX 255-70300, MANDERA</b></p>

	<p>(3) Physical address for hand Courier Delivery to an office or Tender Box (City,</p> <p>(4) Street, Building, Floor Number and Room) Manderu North Ng Cdf Office Date and time for submission of Tenders: Before <b>8<sup>TH</sup> JULY, 2026 AT 10.00AM...</b> Tenders <b>shall not submit</b> tenders electronically.</p>
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<b>ITT Reference</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
<b>ITT 25.1</b>	The deadline for Tender submission is: --- , <b>8TH JULY, 2026, 10:00 am</b>  Tenderers <i>shall not</i> have the option of submitting their Tenders electronically.
	The Tender opening shall take place at: <b>Attention: CONSTITUENCY NG CDF OFFICE</b> <b>Postal Address: P.O Box 255-70300, Mandera, Kenya.</b> <b>Physical Address: next dcc office rhamu town along mandera _is iolo road b9</b>
<b>ITT 26.2</b>	The electronic Tender opening procedures shall NOT be APPLICABLE
<b>ITT 26.6</b>	The Form of Tender and priced Schedule of requirements shall be initialed by TENDER OPENING COMMITTEE [4] representatives.
<b>E. Evaluation and Comparison of Tenders</b>	
<b>ITT 33.2</b>	The currency shall be Kenya Shillings and the source of exchange rate shall be Central bank of Kenya as on as on five (5) calendar days prior to the deadline for submission of bids
<b>ITT 34.2</b>	Margin of preference shall be not allowed.
	<b>F. Award of Contract</b>
<b>ITT 44.1</b>	<b>The negotiations will be held at NG-CDF Office, board’s room in rhamu town</b>
<b>ITT 49.1</b>	The procedures for making a Procurement-related Complaints are detailed in the “Regulations” available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a> . 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: <i>DIRECTOR PPRA</i>  Title/position: <i>DIRECTOR</i>  Procuring Entity: <i>MANDERA NORTH NG CDF</i>  Email address: <a href="mailto:cdfmanderanorth@ngcdf.go.ke">cdfmanderanorth@ngcdf.go.ke</a>  In summary, a Procurement-related Complaint may challenge any of the following:  (i) the terms of the Tender Documents; and 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 are to be converted) was originally established.
- b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall

provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Document for Goods and Works** for evaluating Tenders.

### **Evaluation and contract award Criteria**

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

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

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

## SECTION III – EVALUATION AND QUALIFICATION CRITERIA

### 1. GENERAL PROVISIONS

- 1.1. 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 shall use **the Standard Tender Evaluation Document for Goods and Works** for evaluating Tenders.

1.2. 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 are to be converted) was originally established.
- b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

### **1.3. EVALUATION AND CONTRACT AWARD CRITERIA**

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

1. 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.
2. Value of single contract - Exchange rate prevailing on the date of the contract signature.
3. Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

## **2. PRELIMINARY EXAMINATION FOR DETERMINATION OF RESPONSIVENESS**

### **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 mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. 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 non- responsive and will not be considered further.

### **EVALUATION AND CONTRACT AWARD CRITERIA**

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

(iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

1. 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 are to be converted) was originally established.
2. Value of single contract - Exchange rate prevailing on the date of the contract signature.
3. Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

## 2. PRELIMINARY EXAMINATION FOR DETERMINATION OF RESPONSIVENESS

This stage shall involve examination of the pre-qualification conditions as set out in the ITT and any other conditions stated in the bid document.

The tender shall be complete in all aspects in meeting the requirements provided for in the preliminary **evaluation criteria** outlined below; -

Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further.

ITEM	MANDATORY REQUIREMENT (MR) – MAIN CONTRACTOR
MR1	Certified Certificate of Incorporation / Registration from the Registrar of Companies / Businesses;
MR2	(Valid copy of Certificate of CR12 or CR13) for list of directors, beneficial owners, name of proprietor or names of partners issued not more than 3 months before the closure of the tender Certified by commissioner of oath
MR3	Current Category of Registration with National Construction Authority (NCA) in the relevant trade; (NCA 7 and above for Building Works) Certified by commissioner of oath
MR 4	Certificate Contractor's Annual Practicing License from NCA for the current year Certified by commissioner of oath
MR5	Must submit a copy of valid tax compliance Certified by commissioner of oath
MR6	VAT/PIN registration certificate (Copy). Certified by commissioner of oath
MR7	Provision of a tender Security/Bid Bond of the stated amount of Kshs. <b>272,000.00</b> , If a Tender Security shall be required, the amount and currency of the Tender Security shall be <i>As Above</i> FROM FINANCIAL INSTITUTION RECOGNISED BY Central Bank of Kenya, OR INSUARANCE COMPANIES APPROVED BY PPRA
MR8	Dully filled forms (Original): a) Form of tender, b) Confidential business questionnaire, c) Certificate of independent tender determination, d) Self-declaration forms SD1 and SD2 and e) Declaration and commitment to the code of ethics
MR9	Valid copy of Trading / Business Permit Certified by commissioner of oath
MR 10	Power of Attorney witnessed by an advocate (Copy)
MR11	The Bid has been submitted in the format required by the procuring entity - the tender document to be returned in the order and pages provided in the tender and paginated in sequence including attachments (Spiral Binding and use of Spring or box files will not be accepted and will lead to automatic disqualification)

**Note:**

The bid security shall be in accordance with the following notes; -a

*The bidders' who do not satisfy any of the above requirements shall be considered non-responsive and their tenders will not be evaluated further.*

**STAGE 2: TECHNICAL EVALUATION**

*Assessment for eligibility*

The tender document shall be examined based on clause 11.1 of the Instruction to Tenderers.

*The tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility and their capability and adequacy of resources to effectively carry out the subject contract.*

*The tenderers shall be required;*

- a) To fill the Standard Forms provided in the bid document for the purposes of providing the required information. The tenderers **MUST** also attach the required information if they so desire;*

**A.) TECHNICAL EVALUATION FOR BUILDERS' WORKS**

The award of points for the STANDARD FORMS considered in this section shall be as shown below the detailed scoring plan shall be as shown in table A below: -

2. Technical Evaluation Criteria				
S/No.	Requirement	Evidence	Max. score	Score Awarded
1.	Similar works completed	a) Four (4) marks for each practical completion certificate for works of a similar nature, magnitude and Complexity (Above the project value (maximum 5 certificates) b) Three (3) marks for each practical completion certificate for works of a similar nature of the project value - Maximum five (5) certificates c) Two (2) mark for each practical completion certificate for works of a similar nature and but of low magnitude/size - Maximum five certificates N/B. <i>(attach contract together with its subsequent practical completion certificate)</i>	20	
2.	Key personnel	Provide employment/appointment letters, contracts of the key personnel including length of service/ CVs, academic and professional certificates. a) Director of the Firm. - Degree in Building related course...6mks - Diploma in Building related course.4mks - Certificate in Building related course...2mks b) Project Manager/Lead Team. - Degree in Building related course.....4mks - Diploma in Building related course..... 2mks - Certificate in Building related course....1mks c) Other Technical staff. - Certificate in Building related course and an	15	

		<p>experience of 10 or More years – 2.5marks (maximum 2 staff)</p> <ul style="list-style-type: none"> <li>- Certificate in Building related course and an experience of less than 10 years – 1mark (maximum 5 staff)</li> </ul>		
3.	Past Performance	<p>Contracts performance with Previous Clients completed within the last Two (2) years (Attach Minimum of 5 Completion certificates with approved recommendation letters from the clients).</p> <ul style="list-style-type: none"> <li>• Five (5) or more projects of similar nature, complexity and magnitude completed within the last Two years-4marks each project</li> <li>• Project of similar nature but of lower value than the one in consideration 2mks each project (Maximum 5 projects)</li> <li>• No completed project of similar nature.....0</li> </ul>	20	
4.	Proof Financial Resources.	<p>Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc.)</p> <ul style="list-style-type: none"> <li>• Has financial resources equal or above the cost of the project .....5</li> <li>• Has financial resources below the cost of the project ...2</li> <li>• Has not indicated sources of financial resources...0</li> </ul>	5	
5.	Audited Financial Reports	<p>Audited financial report (last three (3) years) (Certified by Public Accountant).</p> <p>2022-2023(5mks) 2023-2024(5mks) 2024-2025(5mks)</p>	15	

6.	Adequate Equipment	Give a list and type of relevant equipment owned/leased by firm (provide evidence of ownership/Lease). Transport a) 2 Lorry @ 2 marks.....4marks b) 2 Pickups @ 2 Marks .....4 Marks Other Relevant equipment a. back hoe 1.....(2 marks) b. excavator.....(2 Marks) c. Concrete Mixer ..... (2 marks)	14	
7.	Electrical/ Mechanical Works	Contractors to Provide Registration with National Construction Authority Electrical & Mechanical Works). a) Provide proof of Registration with National Construction Authority (Electrical Works Category 8 and above) b) Provide Proof of Registration with National Construction Authority Mechanical Works Category 8 and above) Note: Contractors Shall provide Sub Contractors agreement and their relevant Valid NCA's Categories as above in the event the Tenderer lacks internal capacity.	6	
8.	Litigation History	a) Dully Filled, Signed and Stamped (5 marks)	5	
	Total Score		100marks	
Only bidders who score 80marks (80%) and above will proceed to financial evaluation stage.				

### STAGE 3. FINANCIAL EVALUATION.

Upon completion of the technical evaluation a detailed financial evaluation shall follow. The financial evaluation shall proceed in the manner described in the Public Procurement and Asset Disposal Act (2015).

The evaluation shall be in three stages

a) Determination of the Corrected Tender Sums;

b) Comparison of Rates for major components of Works; and

c) Consistency of the Rates

*A) Determination of the Arithmetic Errors*

Arithmetic Errors will be corrected by the Procuring Entity as follows:

- i) In the event of a discrepancy between the amount as stated in the form of Tender and the corrected tender figure in the Main summary of the Bills of Quantities, the amount as stated in the Form of tender shall prevail. Pursuant to Section 82 of the Public Procurement and Asset Disposal Act 2015, 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;
- ii) Error correction factor shall be computed by expressing the difference between the amount and the corrected tender sum as a percentage of the corrected contract works
- iii) The Error correction factor shall be applied to all contract works (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuations of variations.

*B) Comparison of rates for the bidder*

Items that are underpriced or overpriced may indicate potential for non-delivery and front loading respectively. The committee shall promptly write to the tenderer asking for detailed breakdown of costs for any of the quoted items, relationship between those prices, proposed construction/installation methods and schedules.

The evaluation committee shall evaluate the responses and make an appropriate recommendation to the procuring entity's tender committee giving necessary evidence. Such recommendations may include but not limited to:

- a) Recommend no adverse action to the tenderer after a convincing response;
- b) Employer requiring that the amount of the performance bond be raised at the expense of the successful tenderer to a level sufficient to protect the employer against potential financial losses;
- c) Recommend non-award based on the response provided and the available demonstrable evidence that the scope, quality, completion timing, administration of works to be undertaken by the tenderer, would

adversely be affected or the rights of the employer or the tenderers obligations would be limited in a substantial way.

*C) Consistency of the Rates*

The evaluation committee will compare the consistency of rates for similar items and note all inconsistencies of the rates for similar items

**N/B**

**ALL QUOTED PRICES SHALL BE INCLUSIVE OF 0.03% CAPACITY BUILDING LEVY, CALCULATED ON THE TOTAL CONTRACT VALUE**



**STAGE 4 - DUE DELIGENEC & RECOMMENDATION FOR AWARD**

Particulars of post – qualification if applicable at Dandu Girls Secondary School in Mandera West Constituency inspect the premises and under due diligence to seek further clarification/confirmation, if necessary, to confirm authenticity /compliance of any condition of the tender /qualifications of the tenderer in line with **Section 83 of the Public Procurement and Asset Disposal Act ,2015**

Award Criteria:

*The firm achieving the lowest evaluated price will be awarded the contract in line with Section 86 of the Public Procurement and Disposal Act,2015*

**3. TENDER EVALUATION (ITT 35)**

Price evaluation: in addition to the criteria listed in ITT 35.2 (a) – (d) the following criteria shall apply:

- (i) Alternative Completion Times, if permitted under ITT13.2, will be evaluated as follows:  
.....
- (ii) Alternative Technical Solutions for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows:  
.....
- (iii) Other Criteria; if permitted under ITT 35.2(j):  
.....

**4. MULTIPLE CONTRACTS**

4.1 Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and a 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 the tenderer meets the Eligibility and Qualification Criteria for that Lot.
  
- (i) If a tenderer wins more than one Lot, the tender will be awarded a contract for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots. The tenderer will be awarded only the combinations for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

## Declaration

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

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

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

### **I understand that any misrepresentation or omission in this form may:**

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

Name of Contractor's Representative or Key Personnel:

Signature:

Date: (day month year):

Counter signature of authorized representative of the Tenderer:

Signature:

Date: (day month year):

## 1. TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION

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.

### 1.1. FORM ELI – 1.1

#### Tenderer Information Form

Date: \_\_\_\_\_

ITT No. and Title: \_\_\_\_\_

Tenderer's Name
In case of Joint Venture (JV), Name of Each Member
Tenderer's Actual or Intended 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: <ul style="list-style-type: none"><li>• Articles of Incorporation (or equivalent documents of constitution or association) and /or documents of registration of the legal entity named above in accordance with ITT 3.6</li><li>• In case of JV, letter of intent to form JV or JV agreement in accordance with ITT 3.5</li><li>• In case of state-owned enterprise or institution in accordance with ITT 3.8 documents establishing:<ul style="list-style-type: none"><li>a. Legal and financial autonomy</li><li>b. Operation under commercial law</li><li>c. Establishing that the tenderer is not under the supervision of the Procuring Entity</li></ul></li></ul>
2. Included are the organizational chart, a list of Board of Directors and the beneficial ownership

## 1.2. FORM ELI - 1.2

### Tenderer's JV Information Form

(To be completed for each member of Tenderer's JV)

Date: \_\_\_\_\_

ITT No. and Title: \_\_\_\_\_

Tenderer's JV Name
JV Member's Name
JV Member's Country of Registration
JV Member's Year of Constitution
JV Member's Legal Address in Country of Constitution
JV Member's Authorised Representative Information Name: Address: Telephone/Fax Numbers: E-mail Address:
<ol style="list-style-type: none"><li>1. Attached are copies of original documents of:<ul style="list-style-type: none"><li>• Articles of Incorporation (or equivalent documents of constitution or association) and /or documents of registration of the legal entity named above in accordance with ITT 3.6</li><li>• In case of state-owned enterprise or institution in accordance with ITT 3.8 documents establishing:<ol style="list-style-type: none"><li>d. Legal and financial autonomy</li><li>e. Operation under commercial law</li><li>f. Establishing that the tenderer is not under the supervision of the Procuring Entity, in accordance with ITT 3.5</li></ol></li></ul></li><li>2. Included are the organisational chart, a list of Board of Directors and the beneficial ownership</li></ol>

### 1.3. FORM CON – 2

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

Tenderer's Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_ ITT No. And Title \_\_\_\_\_

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<ul style="list-style-type: none"> <li>○ Contract non-performance did not occur since 1<sup>st</sup> January [ insert year] specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1</li> <li>○ Contract(s) non-performance since 1<sup>st</sup> January [ insert year] specified in Section III, Evaluation and Qualification Criteria, Requirement 2.1</li> <li>○ Contract(s) withdrawn did not occur since 1<sup>st</sup> January [ insert year] specified in Section III, Evaluation and Qualification Criteria, Requirement 2.1</li> </ul>			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/number and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Name of Procuring Entity: [insert street/city/country] Reason(s) for non-performance: [indicate main reasons]	[insert amount]
Pending Litigation in accordance with Section III, Evaluation and Qualification Criteria			
<ul style="list-style-type: none"> <li>○ No Pending Litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub Factor 2.3</li> <li>○ Pending Litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.</li> </ul>			
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: _____	
[insert year]	[insert percentage]	Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of Dispute: _____	[insert amount]
Litigation in accordance with Section III, Evaluation and Qualification Criteria			
<ul style="list-style-type: none"> <li>○ No Litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub Factor 2.4</li> <li>○ Pending Litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.</li> </ul>			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)</b>
[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name/number and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Procuring Entity" or "Contractor"] Reason(s) for Litigation and Award Decision: [indicate main reasons]	[insert amount]

Include details relating to potential bid-rigging practices such as previous occasions where tenders were withdrawn, joint bids with competitors, subcontracting work to unsuccessful tenderers, etc.

### 1.3.1. Sources of Finance

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

No.	Source of Finance	Amount (Kenya Shilling Equivalent)
1		
2		
3		

### 1.3.2. 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 for the \_\_\_\_\_years required above and complying with the requirements.



v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*

vi) Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]; Or*

Option 2, in case of multiple lots:

- a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and*
- b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*
- i) Discounts: The discounts offered and the methodology for their application are:
- ii) The discounts offered are: *[Specify in detail each discount offered.]*
- iii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- iv) 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;
- v) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
- vi) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
- vii) 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.
- viii) 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];*
- ix) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

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

- x) 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;
- xi) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xii) Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;

- xiii) **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.
- xiv) 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.
- xv) **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.
- xvi) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
- Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
  - Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
  - Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal

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

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

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

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

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

Datesigned \_\_\_\_\_ day of \_\_\_\_\_,

#### **Notes**

- \* In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer
- \*\* Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.

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

**Instruction to Tenderer**

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

(a) **Tenderer's details**

	<b>ITEM</b>	<b>DESCRIPTION</b>
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.	<ol style="list-style-type: none"> <li>1. Country</li> <li>2. City</li> <li>3. Location</li> <li>4. Building</li> <li>5. Floor</li> <li>6. Postal Address</li> <li>7. Name and email of contact person.</li> </ol>
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of state which stock exchange	

**General and Specific Details**

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

Name in full \_\_\_\_\_ Age \_\_\_\_\_ Nationality \_\_\_\_\_  
 Country of Origin \_\_\_\_\_ Citizenship \_\_\_\_\_

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

	<b>Names of Partners</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
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.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

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

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

If yes, provide details as follows.

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

ii) **Conflict of interest disclosure**

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

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

**f) Certification**

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

Full Name \_\_\_\_\_ Title or

Designation

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

I certify, on behalf of \_\_\_\_\_ [Name of Tenderer] that:

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

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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

**C. SELF - DECLARATION FORMS**

**FORM SD1**

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

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

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

.....(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 tender title/description*) for..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
  
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (*insert name of the Procuring entity*) which is the procuring entity.
  
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (name of the procuring entity)
  
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
  
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder's Official Stamp

**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

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

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

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

Position.....

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

E-mail.....

Name of the Firm/Company.....

Date..... (Company Seal/ Rubber

Stamp where applicable)

Witness

Name ..... Sign.....

Date.....

## D. APPENDIX 1- FRAUD AND CORRUPTION

*(Appendix 1 shall not be modified)*

### 1. Purpose

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

### 3. Requirements

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

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

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

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

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

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

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> 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.

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

\_\_\_\_\_

*[signature(s)]*

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



## TENDER-SECURING DECLARATION FORM

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

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

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

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

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

Signed.....Capacity / title (director

or partner or sole proprietor, etc.) ..... Name:

.....Duly authorized to sign the bid

for and on behalf of: *[insert complete name of Tenderer]*

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

## Appendix to Tender

### Schedule of Currency requirements

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

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

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# **PART II - WORK REQUIREMENTS**

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## 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

### Notes for preparing Specifications

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



## **SECTION VII- BILLS OF QUANTITIES**

### **1. Objectives**

The objectives of the Bill of Quantities are:

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

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

### **2. Day work Schedule**

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

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

### **3. Provisional Sums**

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

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

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

### **4. The Bills of Quantities**

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

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

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

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

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

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## SECTION VIII - GENERAL CONDITIONS OF CONTRACT

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

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

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

### General Conditions of Contract

#### A. General

##### 1. Definitions

1.1 Bold face type is used to identify defined terms.

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

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

## 2. Interpretation

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

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

### 3. Language and Law

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

### 4. Project Manager's Decisions

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

### 5. Delegation

- 51 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

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

### 7. Subcontracting

- 71 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

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

### 9. Personnel and Equipment

- 91 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.
- 92 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.
- 93 If the Procuring Entity, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

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

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

## 11. Procuring Entity's Risks

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

## 12. Contractor's Risks

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

## 13. Insurance

- 13.1 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:
- a) loss of or damage to the Works, Plant, and Materials;
  - b) loss of or damage to Equipment;
  - c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
  - d) personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may effect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

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

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

## 14. Site Data

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

## 15. Contractor to Construct the Works

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

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

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

## **17. Approval by the Project Manager**

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

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

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

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

175 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**

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

## **19. Discoveries**

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

## **20. Possession of the Site**

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

## **21. Access to the Site**

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

## **22. Instructions, Inspections and Audits**

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

222 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.

223 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 Matters that may be referred to arbitration**

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

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

## **244 Arbitration**

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

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

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

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

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

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

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

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

24.4.9 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the

#### **245 Arbitration with National Contractors**

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

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

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

#### **246 Alternative Arbitration Proceedings**

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

#### **247 Failure to Comply with Arbitrator's Decision**

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

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

#### **248 Contract operations to continue**

24.8.1 Notwithstanding any reference to arbitration herein,

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

### **25. Fraud and Corruption**

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

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

## **B. Time Control**

### **26. Program**

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

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

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and

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

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

### **27. Extension of the Intended Completion Date**

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

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

### **28. Acceleration**

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

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

### **29. Delays Ordered by the Project Manager**

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

### **30. Management Meetings**

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

30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

### **31. Early Warning**

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

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

## **C. Quality Control**

### **32. Identifying Defects**

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

### 33. Tests

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

### 34. Correction of Defects

- 34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

### 35. Uncorrected Defects

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

## D. Cost Control

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

- 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 accomplished at the rate in the Bill of Quantities for each item.

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

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

## 38. Variations

- 38.1 All Variations shall be included in updated Programs<sup>9</sup> 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.
-

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

386 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

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

- a) the proposed change(s), and a description of the difference to the existing contract requirements;
- b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
- c) a description of any effect(s) of the change on performance/functionality.

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

- a) accelerate the contract completion period; or
- b) reduce the Contract Price or the life cycle costs to the Procuring Entity; or
- c) improve the quality, efficiency, safety or sustainability of the Facilities; or
- d) yield any other benefits to the Procuring Entity, without compromising the functionality of the Works.

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

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

### 39. Cash Flow Forecasts

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

### 40. Payment Certificates

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

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

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

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

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

406 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.

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

## 41. Payments

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

## 42. Compensation Events

42.1 The following shall be Compensation Events:

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

424 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 already reflected in the Contract Price or are a result of GCC Clause 44.

#### 44. Currency of Payment

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

#### 45. Price Adjustment

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

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

where:

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

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

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

#### 46. Retention

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

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

#### 47. Liquidated Damages

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

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project 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 way by supplying copies of invoices or other documents to 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, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

#### **50. Securities**

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

#### **51. Dayworks**

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

#### **52. Cost of Repairs**

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

### **E. Finishing the Contract**

#### **53. Completion**

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

#### **54. Taking Over**

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

#### **55. Final Account**

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

## 56. Operating and Maintenance Manuals

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

## 57. Termination

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

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

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

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

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

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

## 58. Payment upon Termination

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

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

## 59. Property

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

## 60. Release from Performance

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

## SECTION IX - SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>A. General</b>	
<b>GCC 1.1 (q)</b>	The Procuring Entity is MANDERA NORTHNG CDF, P.O BOX 255-70300, MANDERA
<b>GCC 1.1 (u)</b>	The Intended Completion Date for the whole of the Works shall be as per the tender document
<b>GCC 1.1 (x)</b>	The Project Manager is SUB COUNTY WORKS OFFICER
<b>GCC 1.1 (z)</b>	The Site is located at <b>RHAMU WARD, P.O BOX 255 70300 MANDERA</b> and is defined in drawings
<b>GCC 1.1 (cc)</b>	The Start Date shall be AS PER THE CLERK OF WORKS
<b>GCC 1.1 (gg)</b>	The Works consist of <b>PROPOSED CONSTRUCTION OF ICT DIGITAL HUB &amp; OTHER RELATED WORKS -RHAMU WARD FUNDED BY NG CDF MANDERA NORTH.</b>
<b>GCC 2.2</b>	Sectional Completions are: <i>N/A</i>
<b>GCC 5.1</b>	The Project manager <i>may</i> delegate any of his duties and responsibilities.
<b>GCC 8.1</b>	Schedule of other contractors: <i>N/A</i>
<b>GCC 9.1</b>	<p style="text-align: center;"><b>Key Personnel</b></p> <p style="text-align: center;">GCC 9.1 is replaced with the following:</p> <p>9.1 Key Personnel are the Contractor’s personnel named in this GCC 9.1 of the Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p style="text-align: center;">[insert the name/s of each Key Personnel agreed by the Procuring Entity prior to Contract signature.]</p>
<b>GCC 13.1</b>	<p style="text-align: center;">The minimum insurance amounts and deductibles shall be:</p> <p>(a) for loss or damage to the Works, Plant and Materials: <i>[insert amounts]</i>.</p> <p>(b) For loss or damage to Equipment: <i>[insert amounts]</i>.</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>[insert amounts]</i>.</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor’s employees: <i>[amount]</i>.</p> <p>(ii) of other people: .</p>
<b>GCC 14.1</b>	Site Data are: <i>[list Site Data]</i>
<b>GCC 20.1</b>	The Site Possession Date(s) shall be: <i>in RHAMU WARD as shall be stated later after the procurement process</i>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: Fund Account Manager
	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>as agreed</i>
<b>B. Time Control</b>	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within <b>14</b> days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is <i>30</i> days.  The amount to be withheld for late submission of an updated Program is Kshs 5,000.
<b>C. Quality Control</b>	
GCC 34.1	The Defects Liability Period is: <b>180 days</b> .
<b>D. Cost Control</b>	
GCC 38.9	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be <u>30</u> % ( <i>insert appropriate percentage. The percentage is normally up to 50%</i> ) of the reduction in the Contract Price.
GCC 44.1	The currency of the Procuring Entity's Country is: <b>Kenya shillings</b> Procuring Entity's Country.
GCC 45.1	The Contract " <b>is not</b> " subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients [ <i>specify "does" or "does not"</i> ] apply.  The coefficients for adjustment of prices are:  (a) [ <i>insert percentage</i> ] percent nonadjustable element (coefficient A).N/A  (ib) [ <i>insert percentage</i> ] percent adjustable element (coefficient B).N/A  (c) The Index I for shall be [ <i>insert index</i> ].N/A
GCC 46.1	The proportion of payments retained is: <i>5 percentage</i>
GCC 47.1	The liquidated damages for the whole of the Works are <i>0.01%</i> per day. The maximum amount of liquidated damages for the whole of the Works is <i>0.05</i> of the final Contract Price.
GCC 48.1	The Bonus for the whole of the Works is [ <i>insert percentage of final Contract Price</i> ] per day. The maximum amount of Bonus for the whole of the Works is [ <i>insert percentage</i> ] of the final Contract Price.N/A
GCC 49.1	The Advance Payments shall be: <b>AS PER ENGINEER'S CERTIFICATE</b> and shall be paid to the Contractor.
GCC 50.1	The Performance Security amount is <b>KSHS 500,000</b>
	(a) Performance Security – Bank Guarantee: in the amount(s) of [ <i>kshs 500,000</i> ] percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.  (b) Performance Security – Performance Bond: in the amount(s) of <b>5% of the Accepted Contract Amount</b> (Kshs 500,000) and in the same currency(ies) of the Accepted

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Contract Amount.
<b>E. Finishing the Contract</b>	
<b>GCC 56.1</b>	The date by which operating and maintenance manuals are required is <i>shall be directed</i> . The date by which “as built” drawings are required is <i>before contract execution</i>
<b>GCC 56.2</b>	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>[Kshs 25000]</i> .
<b>GCC 57.2 (g)</b>	The maximum number of days is: 180 days <i>[insert number; consistent with Clause 47.1 on liquidated damages]</i> .
<b>GCC 58.1</b>	The percentage to apply to the value of the work not completed, representing the Procuring Entity’s additional cost for completing the Works, is <i>10%</i> .

## **FORM No 1: NOTIFICATION OF INTENTION TO AWARD**

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

-----

### **FORMAT**

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

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

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

This Notification is sent by *(Name and designation)*

3. Notification of Intention to Award

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

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

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

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

- a) The successful tenderer
  - i) Name of successful Tender
  - ii) Address of the successful Tender
- iii) Contract price of the successful Tender Kenya Shillings \_\_\_\_\_ (in words \_\_\_\_\_)
- b) Other Tenderers

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

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

(Note a) State NE if not evaluated

#### 5. How to request a debriefing

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

#### 6. How to make a complaint

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

- ii) The complaint can only challenge the decision to award the contract.
- iii) You must submit the complaint within the period stated above.
- iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

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

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

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

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

**FORM NO. 2 - 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/order 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**

*[letterhead paper of the Procuring Entity] [date]*

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

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

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

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Procuring Entity.....

Attachment: *Contract Agreement*.....

**FORM NO 4: CONTRACT AGREEMENT**

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

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

The Procuring Entity and the Contractor agree as follows:

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

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

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

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

**FORM NO. 5 - PERFORMANCE SECURITY**

**[Option 1 - Unconditional Demand Bank Guarantee]**

*[Guarantor letterhead]*

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

*[Insert date of issue]*

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

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

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

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

<sup>1</sup>*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.*

<sup>2</sup>*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 be in writing and must be made prior to the expiration date established in the guarantee.*

**FORM No. 6 - PERFORMANCE SECURITY**

**[Option 2– Performance Bond]**

*[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 behalf of By \_\_\_ in the capacity of In the  
presence of

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

**FORM NO. 7 - ADVANCE PAYMENT SECURITY**

**[Demand Bank Guarantee]**

[Guarantor letterhead]

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

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

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

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

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

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

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

<sup>1</sup>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.

<sup>2</sup>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 date established in the guarantee.

**FORM NO. 8 - RETENTION MONEY SECURITY**

**[Demand Bank Guarantee]**

*[Guarantor letterhead]*

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

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

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

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

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

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

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

<sup>1</sup>The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.

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

**FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM**  
**(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)**

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

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

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

Tender Reference No.: \_\_\_\_\_ [insert identification no]

Name of the Tender Title/Description: \_\_\_\_\_ [insert name of the assignment] to:  
 \_\_\_\_\_ [insert complete name of Procuring Entity]

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

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

**Details of beneficial ownership**

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	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)
<b>1.</b>	Full Name		Directly----- ----- % of shares	Directly..... .....% 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)		Indirectly--- - -----% of shares	Indirectly----- % of voting rights		
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
Occupation or profession						
<b>2.</b>	Full Name		Directly-----	Directly.....		

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)
National identity card number or Passport number		----- % of shares	.....% 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.....
Personal Identification Number (where applicable)		Indirectly--- - -----% of shares	Indirectly----- % of voting rights		
Nationality(ies)					
Date of birth [dd/mm/yyyy]					
Postal address					
Residential address					
Telephone number					
Email address					
Occupation or profession					
<b>3.</b>					
<b>e.t</b>					
<b>.c</b>					

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) Regulations, 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, email 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..... \*[insert complete name of the Tenderer]

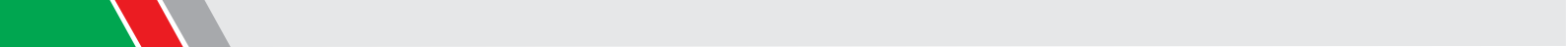
Name of the person duly authorized to sign the Tender on behalf of the Tenderer: \*\* [insert complete name of person  
duly authorized to sign the Tender]

Designation of the person signing the Tender..... [insert complete title of the person signing the Tender]

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

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

Bidder Official Stamp



**REPUBLIC OF KENYA**



**MINISTRY OF INFORMATION, COMMUNICATIONS AND THE  
DIGITAL ECONOMY**

**STATE DEPARTMENT FOR ICT AND DIGITAL ECONOMY**

**PROPOSED JITUME ICT DIGITAL HUBS**

**OPTION 2B (STANDARD)**

**W.P. ITEM NO. D1122CO/MBA-KWL-TTV-KLF-LAM-TNA/2301  
JOB NO.11329A**

**BILLS OF QUANTITIES**

**PROJECT MANAGER**

Works Secretary,  
MoLPWH&UD  
P.O. Box 30743-00100,  
**NAIROBI.**

**ARCHITECT**

Chief Architect,  
MoLPWH&UD  
P.O. Box 30743-00100,  
**NAIROBI.**

**ELECTRICAL ENGINEER**

Chief Engineer (Electrical)  
MoLPWH&UD  
P.O. Box 30743-00100,  
**NAIROBI.**

**STRUCTURAL ENGINEER**

Chief Engineer (Structural),  
MoLPWH&UD  
P.O. Box 30743-00100,  
**NAIROBI.**

**QUANTITY SURVEYOR**

Chief Quantity Surveyor,  
MoLPWH&UD  
P.O. Box 30743-00100,  
**NAIROBI.**

**MECHANICAL ENGINEER**

Chief Engineer (Mechanical)  
MoLPWH&UD  
P.O. Box 30743-00100,  
**NAIROBI.**

**MARCH, 2024**

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**BILL NO.1**  
**PARTICULAR PRELIMINARIES**

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Item	Description	Quantity	Unit	Rate	Amount
	<b><u>ELEMENT NO. 1:</u></b>				
	<b><u>SUBSTRUCTURES</u></b>				
	<b><u>All Provisional</u></b>				
	<b><u>Site Preparation</u></b>				
A	Clear site of grass, bushes, shrubs and small trees not exceeding 300mm girth including grubbing up roots, burn or cart away arisings.	312	SM		
	<b><u>EXCAVATIONS AND EARTHWORKS:</u></b>				
B	Excavate vegetable soil average 200 mm deep, wheel and deposit on site as directed.	292	SM		
C	Mass excavation commencing from stripped level depth not exceeding 1.5 metres and cart away as directed by the project manager.	22	CM		
D	Excavate trench for strip footing not exceeding 1.50 metres deep commencing at reduced levels.	12	CM		
E	Allow for keeping excavations free from water and mud by pumping, bailing or other approved method.		ITEM		
F	Allow for maintaining and supporting sides of all excavations and keeping same free from fallen material.		ITEM		
	<b>CARRIED TO COLLECTION</b>				

Item	Description	Quantity	Unit	Rate	Amount
	<u>Disposal:</u>				
A	Load and cart away excavated materials from site to a dumping site approved by the Local Authority.	326	CM		
	<u>Filling:</u>				
B	300mm Thick Approved hand packed hardcore: compacted in layers not exceeding 150mm Thick : to the satisfaction of the Structural Engineer.	253	SM		
C	Approved Imported murram fillings to make up levels : compacted in layers not exceeding 150mm Thick : to the satisfaction of the Structural Engineer.	203	CM		
D	50 mm Thick Quarry dust blinding to surfaces of hardcore filling, levelled and compacted to approval.	253	SM		
	<u>Anti-Termite Treatment:</u>				
E	Insecticide treatment on top of hardcore filling and over foundation walls applied as per <b>manufacturer's instruction with a 10 year guarantee .</b>	253	SM		
	<u>Damp proof mebrane</u>				
F	Single layer of 1000 gauge polythene sheeting laid on blinded hardcore with 150 mm side laps to receive concrete.	253	SM		
<b>CARRIED TO COLLECTION</b>					

Item	Description	Quantity	Unit	Rate	Amount
	<b>CONCRETE WORKS:</b>				
	<u>Plain concrete class 15 as described in:-</u>				
A	50 mm Thick blinding in column bases.	14	SM		
B	Ditto: Strip footing.	77	SM		
	<u>Vibrated Reinforced Concrete Class 20 in:-</u>				
C	Column bases	6	CM		
D	Foundation strip footing	21	CM		
E	Foundation Columns.	1	CM		
F	200 Thick entrance ramps ground floor.	5	SM		
G	150 mm Thick horizontal floor bed	253	SM		
	<b>REINFORCEMENT STEEL (Provisional):</b>				
	<u>Deformed high yield steel ribbed bars reinforcement to KS 573: 2014 for cutting, bending, hoisting and fixing including all necessary tying wires, distance blocks, spacers, templates and stools</u>				
H	8 mm bars.	255	KG		
J	12 mm ditto.	734	KG		
	<b>CARRIED TO COLLECTION</b>				

Item	Description	Quantity	Unit	Rate	Amount
	<b><u>B.R.C. Mesh</u></b>				
A	Mesh fabric reinforcement complying with B. S 1483Ref A142 embedded in floor slab (measured net with no allowance for minimum of 225mm. laps) including tying wire and supporting as required.	253	SM		
B	Ditto ramp ditto.	5	SM		
	<b><u>FORMWORK</u></b>				
	<u>Sawn timber formwork to:</u>				
C	Sides of column bases.	15	SM		
D	Vertical sides of strip footing	25	SM		
E	Vertical sides of Foundation Columns.	15	SM		
F	Edges of floor bed girth 75 - 150 mm high	87	LM		
G	Edges of risers girth 75 - 150 mm girth for the Entrance steps.	8	LM		
H	Edges of ramp girth 150-225 mm girth.	21	LM		
	<b><u>Foundation Walling</u></b>				
	<u>200mm Thick approved natural stone; local; roughly squared to foundation walling; bedding and jointing in cement sand (1:3) mortar and reinforced with 25mm wide x 20 gauge hoop iron in alternate courses as described in:</u>				
J	200 mm Thick.	133	SM		
	<b>CARRIED TO COLLECTION</b>				

Item	Description	Quantity	Unit	Rate	Amount
	<b>PLINTH FINISHES</b>				
	<u>12 mm Thick cement and sand (1:3) wood float render on:</u>				
A	Dressed stone wall and concrete surfaces of plinths.	27	SM		
	<u>Prepare and apply three coats bituminous paint to rendered plinths</u>				
B	Rendered plinth surfaces.	27	SM		
C	600 x 600 mm paving slab round the slab and wifi zone area	81	SM		
	<b>CARRIED TO COLLECTION</b>				

Item	Description	Quantity	Unit	Rate	Amount
	<u>COLLECTION</u>				
	Brought forward from page JB/1				
	Brought forward from page JB/2				
	Brought forward from page JB/3				
	Brought forward from page JB/4				
	Brought forward from page JB/5				
	<b>TOTAL CARRIED TO BUILDERS WORKS SUMMARY</b>				

Item	Description	Quantity	Unit	Rate	Amount
	<b><u>ELEMENT NO. 2:</u></b>				
	<b><u>REINFORCED CONCRETE WORK:</u></b>				
	<b><u>CONCRETE WORK:</u></b>				
	<u>Vibrated reinforced concrete Class 20 as described in:</u>				
A	Columns	3	CM		
B	Ring Beams	13	CM		
	<b><u>REINFORCEMENT STEEL (Provisional):</u></b>				
	<u>Deformed high yield steel ribbed bars reinforcement to KS 573: 2014 for cutting, bending, hoisting and fixing including all necessary tying wires, distance blocks, spacers, templates and stools</u>				
C	8 mm diameter bars	437	KG		
D	12 mm ditto	598	KG		
	<b><u>FORMWORK:</u></b>				
	<u>Sawn timber formwork to:</u>				
E	Sides of columns	20	SM		
F	Sides and soffits of beams	111	SM		
	<i>Total Amount Carried to Section Summary</i>				

Item	Description	Quantity	Unit	Rate	Amount
	<b>ELEMENT NO.3</b>				
	<b>WALLING</b>				
	<b>EXTERNAL WALLING</b>				
	<i>Approved Natural local stone of the approved colour: squared ; bush hammered ; in 200mm course heights, bedded and jointed in cement sand mortar (1:3), reinforced with 20 gauge x 25mm wide hoop iron reinforcement and column wall ties in every alternate course</i>				
A	200 mm Thick walling.	222	SM		
B	Ditto Parapet walling.	74	SM		
C	Eave filling to 200mm Thick walls extreme height 300mm	87	LM		
	<i>Three- ply bituminous felt damp proof course bedded in cement and sand (1:3) mortar (measured nett allow for 300mm laps):-</i>				
D	200mm wide under walls	146	LM		
	<b>INTERNAL WALLING</b>				
	<i>Machine cut local stone walling in 200mm course heights, bedded and jointed in cement sand mortar (1:3), reinforced with 20 gauge x 25mm wide hoop iron reinforcement and column wall ties in every alternate course</i>				
E	200 mm Thick walling.	137	SM		
F	150mm Thick walls.	20	SM		
	<i>Three- ply bituminous felt damp proof course</i>				
G	200mm wide under walls	46	LM		
H	150mm ditto.	6	LM		
	Carried To Collection				

Item	Description	Quantity	Unit	Rate	Amount
A	<p><b><u>Coping</u></b></p> <p><u>Precast concrete (class 20/20) coping :</u>  <u>maximum vertical height 75mm High : edges</u>  <u>40mm High : weathered and throated to</u>  <u>approval : bedded, jointed and pointed in</u>  <u>cement sand (1:4) mortar : all to detail as</u>  <u>described :</u></p> <p>375mm wide coping to walls</p>	76	LM		
	Carried To Collection				
	<p><b><u>COLLECTION</u></b></p> <p>Brought forward from page JB/8</p> <p>Brought forward from above</p>				
	<b>Total Amount Carried to Summary</b>				

Item	Description	Quantity	Unit	Rate	Amount
	<b><u>ELEMENT NO.4</u></b>				
	<b><u>ROOFING AND RAINWATER DISPOSAL</u></b>				
	<b><u>All Provisional</u></b>				
	<b><u>Roof Covering</u></b>				
	<i>Supply and fix 0.50mm thick 28 Gauge "ZAS" IT5 box-profile and prepainted sheets laid with 94mm minimum side laps and 200mm minimum end laps to steel purlins with and including steel hook bolts with rubber capping, washers and nuts all as per Manufacturer's instructions</i>				
A	Roof covering at 8° from the horizontal including all necessary fixtures	262	SM		
	<b><u>Corrugated roof cover</u></b>				
	<i>Accessories, fixing as necessary to roof sheets</i>				
B	300 mm Girth matching plain sheet ridge capping thrice bent and dressed over covering	12	LM		
C	Extra over roofing sheets for raking cutting	34	LM		
	<b>CARRIED TO COLLECTION</b>				

Item	Description	Quantity	Unit	Rate	Amount
	Grade II Well seasoned cypress with an optimum moisture content of 13%-15% to KS-02:1997in;  Structural timber  Grade II pressure impregnated sawn cypress in;  Framed timberwork  The following including scarfed or dovetailed jointing, hoisted 6m above the ground floor slab				
A	150 x 50 mm Rafter	344	LM		
B	150 x 50 mm Tie beam	194	LM		
C	150 x 50 mm King posts	111	LM		
D	150 x 50 mm Struts or ties	63	LM		
E	150 x 25 mm Timber purlins	358	LM		
F	150 x 25 mm ridge board	17	LM		
G	100 x 50 mm Wall plate fixed with and including 200mm long x 12 mm diameter anchor bolts cast into beam at 1800mm centres, provide for all necessary drilling, threading, nuts and washers	95	LM		
	<b><u>Fascia Board</u></b>				
H	225 x 25 mm Thick wrot cypress fascia /barge boards fixed to end of rafters (m/s)	75	LM		
J	400 x 150 x 2mm Thick 14 Gauge galvanized mild steel box gutter fixed to rafters (measured separately) with and including approved brackets.	75	LM		
	CARRIED TO COLLECTION				

Item	Description	Quantity	Unit	Rate	Amount
	<u>Supply and fix the following Unplasticised PVC rainwater pipes and fittings:solvent welded joits)</u>				
A	100 mm Diameter downpipe fixed to masonry wall with and including all matching brackets and clips	35	LM		
B	Extra over gutters for 100 mm diameter outlet	10	NO		
C	Extra over down pipe for 100 mm swan- neck bend	10	NO		
D	Ditto for 100 mm shoe	10	NO		
E	Rainwater anti-splash shoe	10	NO		
	<u>Carried To Collection</u>				
	<u>Painting and decorating</u>				
	<u>Knot, prime and stop, prepare and apply one undercoat and three finishing coats first grade external quality gloss oil paint on wood work surfaces as described:</u>				
A	Surfaces over 200 mm but not exceeding 300mm girth	35	LM		
	<u>Prepare and apply three coats of 'CROWN SOLO' or other equal and approved polyurethane varnish to:-</u>				
B	General surfaces of mild steel gutters	24	SM		
	<u>Carried To Collection</u>				

Item	Description	Quantity	Unit	Rate	Amount
	<b><u>COLLECTION</u></b>				
	Brought forward from page JB/10				
	Brought forward from page JB/11				
	Brought forward from page JB/12				
	Brought forward from above				
	<b>Total Amount Carried to Section Summary</b>				

Item	Description	Quantity	Unit	Rate	Amount
	<b>ELEMENT NO.5</b>				
	<b>WINDOWS:</b>				
	<b>Window Cill</b>				
A	Supply and Fix 275x50mm Thick window cill once rebated and throated laid and jointed in cement and sand (1:3) mortar.	40	LM		
	<b>Window Board</b>				
	<u>Supply and Fix Mahogany: selected and kept clean</u>				
B	200 x 25 mm Window board; plugged	40	LM		
C	35 x 35 mm decorated beading	40	LM		
	<u>Supply, assemble and fix the following purpose-made welded mild steel casement windows complete with hinges and building lugs to masonry or concrete and incorporating louvered permanent ventilation panels infilled with approved mosquito gauze wire netting, primed with onecoat or re-oxide primer, comprising standard T-section framing, SHS 50x25x3mm and Intermediate members 25x25x3mm MS T-Section including all necessary couling mulions, transomes, metal gauge permanent vents and afterwards easing and oiling and adjusting opening lights on :-</u>				
	<b>Notes</b>				
	<u>Steel: for glazing with putty, lugs to two jambs, cutting and pinning to concrete or blockwork, fixing to head and sill with screws; plugging</u>				
D	Window overall size 1500 X1800mm High.	22	NO		
E	Ditto: 900 X600mm High.	6	NO		
	<i>Carried to collection</i>				

Item	Description	Quantity	Unit	Rate	Amount
	<u>Glass and glazing</u>				
	<u>Supply and fix 6 mm Thick clear sheet glass and glazing with linseed oil based putty to metal as described in:</u>				
A	Panes not exceeding 0.09 square meters.	70	SM		
	<u>Supply and fix 6 mm Thick obscure sheet glass and glazing to metal with putty as before described in:</u>				
B	Panes not exceeding 0.09 square meters.	3	SM		
	<u>Prepare, prime with one coat of rust-inhibiting primer and Spray one undercoat and two finishing coats of gloss oil paint as described on:</u>				
C	General metal surfaces(measured over one side)	144	SM		
	<i>Carried to Collection</i>				
	<b><u>COLLECTION</u></b>				
	Brought forward from page JB/15				
	Brought forward from page JB/16				
	<i>Total Amount Carried to Section Summary</i>				

Item	Description	Quantity	Unit	Rate	Amount
	<b>ELEMENT NO.6</b>				
	<b>DOORS</b>				
	<u>Frames &amp; Finishings</u>				
	<u>Supply and Fix Wrot Cypress; plugged, screwed and pelleted</u>				
A	150 x 50mm frame with three labours : moulded screwed and pelleted.	35	LM		
B	Architrave to detail size, 75 x 25mm	35	LM		
C	Quadrant bead, diameter 25mm	35	LM		
D	20 x 25 mm glazing beading.	34	LM		
	<b><u>Solid Flush doors</u></b>				
	<u>Supply and Fix 45 mm (finished) solid core flush door faced on both sides with 5mm Thick mahogany veneer and 15 mm x 15 mm hardwood beadings pinned and glued to door on both faces to form grids to architect's details and approval: hardwood lipped on all edges to approval:</u>				
E	Single leaf door size 900 x 2400mm High.	6	NO		
F	Single leaf door size 1100 x 2400mm High.	2	NO		
	<b>CARRIED TO COLLECTION</b>				

Item	Description	Quantity	Unit	Rate	Amount
	<p><b><u>Steel Doors</u></b></p> <p><u>Supply, Assemble and fix Mild steel pannelled doors: 100 x 50 x 3mm Thick frame plugged to concrete or blockwork with 100mm long fishtailed 25 x 25 x 2mm Thick angle section, 50 x 50 x 3mm Thick hollow section stiles, top, bottom and middle rails at 600mm centres vertical and 1016mm centers horizontal, angles cut, mitred and welded; grilled upper panel infilled with 50 x 50 x 4mm Thick mild steel square hollow sections; lower panel infilled with 16 gauge mild steel plate complete with 'multi - lock ' 4 way lock model 285, high security multi lock cylinder protector with stainless steel door handles as 'Union' or equal and approved, one coat manufacturer's primer; all welding ground to smooth finish, all to the satisfaction of the Project Manager</u></p>				
A	Double door oerall size 1800 X 2400mm High.	6	NO		
B	Single door size 900 X 2400mm High.	4	NO		
	<p><b><u>Glazing to fanlights</u></b></p> <p><u>4mm Thick clear sheet glass and glazing to and icluding timber beads in panes in:-</u></p>				
C	Panes not exceeding 0.5m square metre	5	SM		
<b>CARRIED TO COLLECTION</b>					

Item	Description	Quantity	Unit	Rate	Amount
	<b><u>Ironmongery</u></b>				
	<i><u>Supply and fix the following ironmongery including all necessary matching screws.</u></i>				
A	Heavy duty stainless steel hinges with washers	9	PRS		
B	40mm Diameter rubber door stops	6	NO		
C	3 -lever mortice lock complete with pair of brass lever handle.	5	NO		
	<b><u>Painting and Decorating</u></b>				
	<i><u>Touch up primer, prepare and apply one undercoat and two finishing coats gloss oil paint on as described</u></i>				
D	General surfaces of glazed metal doors internally (measured on both side over glass)	45	SM		
	<i><u>Prepare and apply one undercoat and two finishing coats high quality polyurethane clear lacquer to wooden surfaces as supplied by an approved Manufacturer : internally and/or externally : to</u></i>				
E	General surfaces of wood work (m.o.b.s)	24	SM		
F	Frames; over 100mm-200mm girth;	35	LM		
G	Frames not exceeding 100mm girth; internal.	35	LM		
	<i><u>Prime backs of wood before fixing with aluminium or other approved primer on:</u></i>				
F	Surfaces exceeding 100- 200 mm girth	35	LM		
<b>CARRIED TO COLLECTION</b>					

Item	Description	Quantity	Unit	Rate	Amount
	<u>COLLECTION</u>				
	Brought forward from page JB/16				
	Brought forward from page JB/17				
	Brought forward from page JB/18				
	<b>TOTAL CARRIED TO SECTION SUMMARY</b>				

Item	Description	Quantity	Unit	Rate	Amount
	<b><u>ELEMENT NO.7</u></b>				
	<b><u>FINISHES:</u></b>				
	<b><u>INTERNAL FINISHES:</u></b>				
	<b><u>FLOOR FINISHES</u></b>				
	<i><u>Cement and sand (1:3) as described in:</u></i>				
A	40 mm Thick steel trowel smooth and mixed with red oxide	253	SM		
	<b>To washroom</b>				
B	32 mm Thick to receive ceramic floor tiles (m.s)	27	SM		
	<b><u>Ceramic Tiles</u></b>				
	<i><u>Supply and lay Rustic Non-slip Italian ceramic Tiles: 400 x 400 x 10mm Thick: from approved supplier: fixed with 'sealmaster 101' or equal and approved tile adhesive: jointed and pointed in 'sealmaster 201' grout: clean with approved detergent and apply 'Johnson wax' polish: allow for tile spacers: in</u></i>				
C	Floors.	27	SM		
D	100mm high skirting	52	LM		
	<b>CARRIED TO COLLECTION</b>				

Item	Description	Quantity	Unit	Rate	Amount
	<u>12 mm (minimum) two-coat plaster: 9 mm first coat of cement and sand (1:6), 3 mm second coat of cement and lime putty (1:10); steel trowelled smooth to:</u>				
A	Walls,beams and columns	536	SM		
B	Reveals not exceeding 100mm girth	138	LM		
	<u>Supply and fix 8mm Thick suspended Chip board ceiling affixed to and including 53 x 32 mm U-section galvanised steel studs with rounded, smooth compound sanded edges, edge trims, plastered and finished in whitewater based SILK VINYL "to approval</u>				
C	Ceiling: horizontal	253	SM		
D	Extra over for forming 600 x 600mm access door trap; 25 x 100mm wrot cypress frame and 20 x 50mm wrot cypress stopper: piano hinges, door catch	3	NO		
E	Supply and fix 75 mm Thick wrot cypress cornice with 2 labours	136	SM		
	<b>Wall tiles</b>  <u>Backing: cement and sand 1:3 with approved integral dust proofing additive wood floated</u>				
F	15 mm Thick to receive ceramic tiles(m/s)  <u>200 x 200 x 8 mm Thick coloured Ceramic wall tiles or other equal and approved: jointed and pointed with matching cement mortar as described on:</u>	16	SM		
G	Walls	16	SM		
<b>CARRIED TO COLLECTION</b>					

Item	Description	Quantity	Unit	Rate	Amount
A	Extra over for forming 600 x 600mm access door trap; 25 x 100mm wrot cypress frame and 20 x 50mm wrot cypress stopper: piano hinges, door catch	3	NO		
B	Supply and fix 75 mm Thick wrot cypress cornice with 2 labours	52	LM		
	<b>Wall tiles</b>				
	<i>Backing: cement and sand 1:3 with approved integral dust proofing additive wood floated</i>				
C	15 mm Thick to receive ceramic tiles(m/s)  <i>200 x 200 x 8 mm Thick coloured Ceramic wall tiles or other equal and approved: jointed and pointed with matching cement mortar as described on:</i>	138	SM		
D	Walls  <b>Painting &amp; Decoration</b>  <u>Skimming</u>	138	SM		
E	Carefully prepare the plastered surface by sanding and skimming with gypsum powder to achieve the smooth surface.  <i>Apply three coats of premium quality silk vinyl paint to Plastered:-</i>	527	SM		
F	Walls, beams and colums	536	SM		
G	Reveals not exceeding 100mm girth	138	LM		
H	Chip board ceiling surfaces	253	SM		
<b>CARRIED TO COLLECTION</b>					

Item	Description	Quantity	Unit	Rate	Amount
	<b><u>EXTERNAL WALL FINISHES</u></b>				
	<i>Render; 18mm Thick, 1 No. coatwork of cement and sand (1:3); wood floated to concrete or stone work base generally to: -</i>				
A	Extra over walling for key pointing externally; patterns to Architect's approval	243	SM		
	<i>12mm(minimum) two coat plaster, 9 mm first coat of cement and sand (1:6),mmsecon coat of cement and lime putty (1:10); steel trowelled smooth to:</i>				
B	Beams.	25	SM		
C	Columns.	11	SM		
	<b><u>Painting and Decorating</u></b>				
	<i>Prepare and apply exterior quality "marmoran" wall coating; "permacrete" with 2mm Thick marmoran top coat: colours and patterns as specified by the Architect : to manufacturers specifications and Architects approval : on rendering (m.s.); to</i>				
D	Rendered stone wall and concrete surfaces	36	SM		
<b>CARRIED TO COLLECTION</b>					
	<b><u>COLLECTION</u></b>				
	Brought forward from page JB/20				
	Brought forward from page JB/21				
	Brought forward from page JB/22				
	Brought down from above				
<b>TOTAL CARRIED TO SECTION SUMMARY</b>					

Item	Description	Quantity	Unit	Rate	Amount
	<b>SECTION SUMMARY:</b>				
	<u>Element No:</u>	<u>Page No</u>			
1	SUBSTRUCTURES (ALL PROVISIONAL)	JB/6	Shs		
2	REINFORCED CONCRETE WORKS	JB/7	Shs		
3	WALLING	JB/9	Shs		
4	ROOFING AND RAINWATER DISPOSAL	JB/13	Shs		
5	WINDOWS	JB/15	Shs		
6	DOORS	JB/19	Shs		
7	FINISHES	JB/22	Shs		
	<b>TOTAL AMOUNT CARRIED TO BUILDERS WORKS SUMMARY</b>		Shs		

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## BUILDER'S WORKS SUMMARY

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**BILL NO.4**  
**ELECTRICAL INSTALLATION WORKS**

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**OPTION 2**

**PART 1**

**ELECTRICAL INSTALLATIONS WORKS**

**PROPOSED JITUME DIGITAL HUB PROJECT  
ELECTRICAL INSTALLATION WORKS**

Item	Description	Qty	Unit	Rate Kshs	Cost Kshs
	<b>SUPPLY, DELIVER, INSTALL, TEST AND COMMISSION THE FOLLOWING:-</b>				
	<b>LIGHTING POINTS AND SWITCHES</b>				
1.01	Lighting points wired in 3 x 1.5mm <sup>2</sup> PVC/SC CU cables drawn in 20mmØ surface mounted HG/PVC conduits complete with all necessary accessories but excluding switches for:-				
	i) One way switching	30	No.		
	ii) Two way switching	6	No.		
1.02	10A, moulded plastic ivory white switch plates as MK or approved equivalent as follows:-				
a	i) One gang two way	7	No.		
	ii) Two gang two way	2	No.		
	iii) Three gang two way	1	No.		
1.03	Lighting fittings complete with lamps of appropriate wattage and colour rendering and fixing materials as follows:-				
	i) 3W, Recessed/Surface mounted LED back lit panel as Philips LED or equal and approved equivalent.	6	No.		
	ii) 12W, Recessed/Surface mounted LED back lit panel as Philips LED or equal and approved equivalent.	2	No.		
	iii) 1200mm, 1x18W LED batten fitting as Thorn PopPack LED or approved equivalent	1	No.		
	iv) Standard Recessed 600mmX600mm, 36W, 3700lm, 6500K Daylight LED backlit Panel Light, As PHILLIPS Coreline or approved equivalent.	20	No.		
	v) Cast aluminium bulkhead with moulded glass cover with 2x8W LED lamps. IP65 protection As Thorn OLG/OLV or approved equivalent	5	No.		
1.04	Self-contained single sided EXIT sign with 8W fluorescent lamp for non-maintained emergency lighting for 3 hour duration as Thorn EF X3 or approved equivalent.	2	No.		
<b>Total carried to Bill No 2 Collection Page</b>					

Item	Description	Qty	Unit	Rate Kshs	Cost Kshs
	<b>POWER POINTS</b>				
1.05	Raw power socket outlet power points comprising wiring in 3 x 2.5mm <sup>2</sup> PVC/SC CU cables drawn in 25mmØ concealed HG PVC conduits/trunking including all conduit accessories but excluding plates	157	No.		
1.06	13A moulded switched socket outlet plates as MK or approved equivalent as follows: i) Single switched ii) Twin switched	2 155	No. No.		
1.13	Air Conditioning Unit power points comprising wiring in 3 x 4mm <sup>2</sup> PVC/SC CU cables drawn in 32mmØ concealed HG PVC conduits	1	No.		
1.14	20A DP control switch with neon light and cord outlet for items above as MK or approved equivalent	1	No.		
1.19	Cooker Unit power points comprising wiring in 3x6mm <sup>2</sup> PVC/SC/SCU cables drawn in 32mm diameter HG/PVC conduit complete with all necessary accessories	0	No.		
1.20	45A Cooker control unit complete with 13A socket outlet and pilot lamps as MK or approved equivalent.	0	No.		
1.21	Fire alarm control panel power points comprising wiring in 3 x 4.0mm <sup>2</sup> PVC/SC CU cables drawn in 25mmØ concealed HG PVC conduits including all conduit accessories but excluding plates	1	No.		
1.22	20A, unswitched fused spur DP control switch with neon light and cord outlet for item above as MK or approved equivalent	1	No.		
<b>Total carried to Bill No 2 Collection Page</b>					

Item	Description	Qty	Unit	Rate Kshs	Cost Kshs
	<b>FIRE ALARM SYSTEM</b>				
1.24	Fire Alarm points comprising wiring in 1.5mm <sup>2</sup> heat resistant cables drawn in 20mmØ concealed HG PVC conduits	12	No.		
1.25	Addressable Photoelectric Smoke Detector as Menvier or Approved Equivalent	8	No.		
1.26	Addressable Rate of Rise Heat Detector as Menvier or Approved equivalent	0	No.		
1.27	Addressable Manual Fire Alarm 'Break Glass' call points as MENVIER or approved equivalent.	2	No.		
1.28	Addressable Electronic Fire Alarm sounder complete with Red Flashing beacon as MENVIER or approved equivalent.	1	No.		
1.29	Microprocessor based 1-Loop Addressable Fire Alarm Control Panel as Menvier or Approved Equivalent	1	No.		
<b>Total carried to Bill No 2 Collection Page</b>					

Item	Description	Qty	Unit	Rate Kshs	Cost Kshs
	<b>DATA/TELEPHONE/TELEVISION &amp; ACCESS CONTROL</b>				
1.31	200 X 50mm - 3 compartment, gauge 16 sheet Deep Powder coated metal trunking complete with bends, outlet plates and other necessary accessories As Manufactured by Power Technics	190	LM		
1.32	Data/Telephone outlet points comprising 25mmØ concealed HG PVC conduits complete with draw wire.	6	No.		
1.34	250x250x75mm recessed galvanised sheet steel draw boxes compete with powder coated cover and all other necessary accessories	2	No		
1.35	C.C.T.V points comprising draw wire in concealed 20mm Ø HG PVC Conduits all emanating from the server room/security office	9	No.		
1.36	Access control points comprising draw wire in concealed 20mm Ø HG PVC Conduits all emanating from the server room/security office	14	No.		
<b>Total carried to Bill No 2 Collection Page</b>					<b>0</b>

Item	Description	Qty	Unit	Rate Kshs	Cost Kshs
	<b><u>POWER DISTRIBUTION</u></b>				
	<b>Supply, Install, Test and Commission the following Distribution Boards as Eaton or approved equivalent</b>				
	<b>RAW POWER DISTRIBUTION BOARDS</b>				
1.39	100A, 4-Way, TPN DB surface/flush mounted as Schneider or approved equivalent	1	No.		
1.40	SP Miniature circuit breakers for the distribution boards above				
	i) 10A SP MCB	3	No.		
	ii) 20A SP MCB	1	No.		
	iii) 30A SP MCB	8	No.		
	iv) 45A SP MCB	0	No.		
	v) TP blanking plates	2	No.		
	<b>SUB-MAINS &amp; FEEDER CABLES</b>				
1.41	16 mm <sup>2</sup> 4-C PVC/SWA/PVC copper cable to DB above c/w appropriate cable lugs ( <b>Provisional quantity - Actual length to be confirmed on site</b> )	10	Lm		
	i) Cable glands for above cable	2	Lm		
<b>Total carried to Bill No 2 Collection Page</b>					

**Bill No. 2: COLLECTION PAGE**

<b>Item</b>	<b>Description</b>	<b>Cost Kshs</b>
1	TOTAL B/F Page H/1 - (LIGHTING POINTS AND FITTINGS).....	
2	TOTAL B/F Page H/2 - POWER POINTS AND FITTINGS).....	
3	TOTAL B/F Page H/3 (FIRE ALARM SYSTEM).....	
4	TOTAL B/F Page H/4 (CABLE MANAGEMENT & ICT POINTS).....	
5	TOTAL B/F Page H/5 - (POWER DISTRIBUTION).....	
	<b>TOTAL FOR ELECTRICAL INSTALLATION WORKS C/F TO GRAND SUMMARY PAGE</b>	



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**BILL NO.5**

**PLUMBING, DRAINAGE, FIRE PROTECTION AND AIR  
CONDITIONING WORKS**

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PROPOSED JITUME ICT HUBS - OPTION 2 DESIGN

BILL NO. 1					
PRELIMINARIES AND GENERAL CONDITIONS					
Item	Description	Quantity	Unit	Rate (Ksh.)	Amount (Ksh.)
1	Discrepancies clause 1.02				
2	Conditions of sub-contract Agreement clause 1.03				
3	Payments clause 1.04				
4	Site location clause 1.06				
5	Scope of Contract Works clause 1.08				
6	Extent of the Contractor's Duties clause 1.09				
7	Firm price contract clause 1.12				
8	Variation clause 1.13				
9	Prime cost and provisional sum clause 1.14 (insert profit and attendance which is a percentage of expended PC or provisional sum.)				
10	Bond clause 1.15				
11	Government Legislation and Regulations clause 1.16				
12	Import Duty and Value Added Tax clause 1.17 (Note this clause applies for materials supplied only. VAT will also be paid by the sub-contractor as allowed in the summary page)				
13	Insurance company Fees clause 1.18				
14	Provision of services by the Main contractor clause 1.19				
15	Samples and Materials Generally clause 1.21				
16	Supplies clause 1.20				
17	Bills of Quantities clause 1.23				
18	Contractor's Office in Kenya clause 1.24				
19	Builder's Work clause 1.25				
20	Setting to work and Regulating system clause 1.29				
21	Identification of plant components clause 1.30				
22	Working Drawings clause 1.32				
23	Record Drawings (As Installed) and Instructions clause 1.33				
<b>Subtotal carried forward (C/F) to the Next Page</b>					

PROPOSED JITUME ICT HUBS - OPTION 2 DESIGN

Item	Description	Quantity	Unit	Rate (Ksh.)	Amount (Ksh.)
	<b>Balance brought forward (B/F) from Previous Page</b>				
24	Maintenance Manual clause 1.34				
25	Hand over clause 1.35				
26	Painting clause 1.36				
27	Testing and Inspection – manufactured plant clause 1.38				
28	Testing and Inspection – Installation clause 1.39				
29	Storage of Materials clause 1.41				
30	Initial Maintenance clause 1.42				
31	Attendance Upon Tradesmen, etc. (Insert percentage only) clause 1.58				
32	Local and other Authorities notices and fees clause 1.60				
33	Temporary Works clause 1.63				
34	Patent Rights clause 1.64				
35	Mobilization and Demobilization Clause 1.65				
36	Extended Preliminaries Clause 1.66(see appendix on page C- 24)				
37	Supervision by Engineer and Site Meetings Clause 1.67				
38	Allow for profit and Attendance for the above				
39	Amendment to Scope of Sub-contract Works Clause 1.68				
40	Contractor Obligation and Employers Obligation clause 1.69(see appendix page C- 24)				
41	Any other preliminaries;				
<b>Total for Preliminaries C/F to Mechanicals Summary Page M9</b>					

PROPOSED JITUME ICT HUBS - OPTION 2 DESIGN

BILL NO. 2					
SANITARY FITTINGS					
Item	Description	Quantity	Unit	Rate (Ksh.)	Amount (Ksh.)
	<p><i>Supply, deliver, install, test and commission the following sanitary appliances complete with all the accessories including all connections to the services, waste, jointing to water supply overflows, supports and all plugging and screwing to walls and floors. Note:</i></p> <p><i>(i) All sanitary fittings shall be in approved colour.</i></p> <p><i>(ii) The Model and Ref No. indicated is only a guide to the type and quality of fittings.</i></p> <p><i>(iii) Equivalent &amp; Approved models may be acceptable.</i></p>				
A	<p><b>Ceramic Toilet</b></p> <p>Squatting Asian Ceramic Toilet with a plastic cistern wall hung top flush cistern suite in approved colour complete ref SKU: ABL10175. The unit shall come complete with back entry cisten flush one and half inch low pressure flush valve ref # 01021500, all other necessary accessories.</p>	4	No.		
B	<p><b>Toilet Flush Valve</b></p> <p>A polished chrome finish, flush valve (flushometer) for the asian squat toilet. The flush valve to be low consumption, high efficiency capable of discharging a small quantity of water per single flush. The flush valve to be Regal® Exposed Manual Water Closet Flushometer capable of discharging 1.28-1.6 gpf. The fitting to be Sloan model Regal III-1.28 or approved equivalent.</p>	4	No.		
C	<p><b>Toilet Roll Holder</b></p> <p>U-shaped chrome plated wall mounted toilet roll holder as 'Duravit, D-Code #0099261000'. Or approved equivalent</p>	4	No.		
D	<p><b>Toilet Brush and Holder</b></p> <p>Wall mounted toilet brush holder and brush of approved colour as Tapis or approved equivalent.</p>	4	No.		
E	<p><b>Wash hand basin (WHB)</b></p> <p>Wash hand basin size 560 x 500mm with overflow, one tap hole, 32mm diameter chrome plated chain waste, chain stay hole, Single lever basin mixer with pop up waste as Hansgrohe Logis E 70 ref LH1072A or equivalent and heavy-duty plastic bottle trap (32mm 'P' trap) with 75mm seal. Wash Hand Basin (WHB) to be as Nova Eros Item Code BWHNOER012 equal and approved.</p>	6	No.		
<b>Total C/F to the next Page M4</b>					

PROPOSED JITUME ICT HUBS - OPTION 2 DESIGN

Item	Description	Quantity	Unit	Rate (Ksh.)	Amount (Ksh.)
	<b>Balance B/F from Previous Page M3</b>				
A	<b>Flexible Tubing</b> 15mm diameter x 300mm long flexible connectors complete with chrome plated angle valve.	12	No.		
B	<b>Foam Soap Dispenser - Wall Mounted</b> 0.6 Litre wall mounted manual press action foam soap dispenser with satin finish spout and glass bottle. Dispenser to be wall mounted and to be as 'Duravit, D-Code # 0099161000' or approved equivalent.	4	No.		
C	<b>Mirror</b> 6mm thick polished plate glass silver backed mirror with beveled edges, size 350 x 450mm, Plugged and screwed to wall with 4No. Chrome plated dome capped screws. The mirror shall rest against a layer of 5mm thick	6	No.		
D	<b>Urinal Bowl</b> 450x300x375 mm white Ceramic urinal bowl set complete with, spreaders,40mm heavy duty plastic bottle traps and 40mm diameter chrome plated outlets with grating firmly fixed on the wall with chrome plated screws. pipework to be provided with adequate fasteners to the wall. The fittings shall be as Orient or equal and approved.	3	No.		
A	<b>Urinal flush valve</b> Manual push Button manual push button action back inlet top flush valve with 150ml per flush. The valve to have chrome plated connections with synthetic diaphragm and adjustable tailpipe. Valve to be as "sloan Royal 137-1.6" or approved equivalent.	3	No.		
B	<b>Urinal Bowl Division</b> Urinal bowl division to be as white Ceramic to be fasten to the wall with stainless steel fasteners. The fittings shall be as Orient or approved equivalent	3	No.		
C	<b>Disabled Toilet [ See Twyford Doc M Pack ]</b> Disabled Toilet comprising a standard water closet, arm rests, grab rails, and wash hand basin complete with all accessories such as bottle trap, angle valve, flexible tub. The package to be as <b>Twyford Doc M Pack</b> [Accessible Bathroom Toilet with Basin, Tap and Grab Rails - White] or approved equivalent.	2	No.		
<b>Total for Sanitary Fittings C/F to Mechanicals Summary Page M9</b>					

PROPOSED JITUME ICT HUBS - OPTION 2 DESIGN

BILL NO. 3					
INTERNAL PLUMBING					
Item	Description	Quantity	Unit	Rate (Ksh.)	Amount (Ksh.)
	<i>Supply and Install the following Plumbing installation as described and shown on the drawing. All pipework and fittings in this installation to be to PP-R. Tenderers must allow for jointings, couplings, plugging, clampings, reducers, mortices, hangers, clippings etc necessary for the proper functioning of the installation when pricing.</i>				
	<b>PPR Pipework</b>				
A	25mm diameter pipework	36	Lm		
B	32mm diameter pipework	54	Lm		
	<b>Bends</b>				
C	25mm diameter bend	9	No.		
D	32mm diameter bend	6	No.		
	<b>Valves</b>				
E	32 mm gate valves	3	No.		
F	25 mm gate valves	3	No.		
	<b>Reducers</b>				
G	32x25mm diameter reducer	6	No.		
	<b>Tees</b>				
H	32 mm equal tee	3	No.		
I	25mm equal tee	12	No.		
	<b>Unions</b>				
J	25mm diameter pipe unions	10	No.		
K	32mm diameter pipe unions	6	No.		
	<b>Adaptor / Brass Threaded</b>				
L	25mm brass threaded male adapter	12	No.		
	<b>Adaptor / Brass Female Threaded</b>				
M	25mm brass threaded adapter	12	No.		
N	32mm brass threaded adapter	8	No.		
	<b>Water Storage Tank (10,000L)</b>				
O	Supply, deliver and install vertical close end plastic moulded tank of capacity 10,000 litres and diameter 216cm and of height 198cm. The tank to be assembled complete with 25mm medium pressure ball valve, cover and having screwed connections for inlet, outlet, overflow, drain pipes and any other necessary item for its proper functioning. The tank shall be mounted on a flat ground slab and shall be as KENTANK Model or approved equivalent.	1	No.		
P	Ditto but tank of capacity 1,000 liters. The tank to be mounted on a roof slab.	1	No.		
Q	Booster water pump of at least a head of 10m and flowrate of at least 1.5 L/ sec complete with electrical controls	1	No.		
<b>Total for Sanitary Plumbing C/F to Mechanicals Summary Page M9</b>					

PROPOSED JITUME ICT HUBS - OPTION 2 DESIGN

BILL NO. 4					
FOUL WATER DRAINAGE					
Item	Description	Quantity	Unit	Rate (Ksh.)	Amount (Ksh.)
	<i>Supply and fix uPVC soil system to BS 4660 and BS 4515 and MuPVC waste systems to BS 5255 with screwed and socketed joints to BS 21. Solvent welded joints shall be as per the system's manufacturer's written instructions. Tenderers must allow in their pipework prices for all the couplings, clippings, connectors, joints etc. for the proper and satisfactory functioning of the system.</i>				
	<b>MuPVC and uPVC Waste and Soil pipework</b>				
A	100mm diameter heavy gauge grey mUPVC pipe	40	Lm		
B	50mm ditto	16	Lm		
C	40mm ditto	20	Lm		
	<b>Traps</b>				
D	100 x 50mm diameter floor trap and grating	4	No.		
	<b>Bends</b>				
E	100mm diameter long radius bend	6	No.		
F	100mm diameter sweep bend	6	No.		
G	50mm ditto	2	No.		
H	40mm ditto	4	No.		
	<b>Tees</b>				
I	100mm diameter sweep tee	6	No.		
J	50mm diameter sweep tee	2	No.		
K	40mm ditto	4	No.		
	<b>Access caps</b>				
L	100mm diameter access cap	6	No.		
M	50mm ditto	2	No.		
N	40mm ditto	4	No.		
	<b>Boss Connectors</b>				
O	100 x 50mm diameter boss connector	6	No.		
	<b>WC Connectors</b>				
P	100mm diameter WC connector	6	No.		
	<b>Double branches</b>				
Q	100mm diameter double branch	6	No.		
	<b>Manhole</b>				
R	600x450mm manhole with heavy duty cover. Manual depth to be determined on site but to minimum of 600mm	6	No.		
	<b>Excavation</b>				
S	Excavate trench for 100mm pipe not exceeding 1500mm deep and average 250mm deep, part return in, fill & surplus cart away.	28	Lm		
	<b>Plumbing and Drainage Connections</b>				
T	Allow for connection of sanitary fittings to the plumbing and drainage pipework	1	Item		
<b>Total C/F to the Next Page M7</b>					

PROPOSED JITUME ICT HUBS - OPTION 2 DESIGN

Item	Description	Quantity	Unit	Rate (Ksh.)	Amount (Ksh.)
	<b>Balance B/F from Previous Page M6</b>				
A	<b>Testing and commissioning</b> Allow for testing and commissioning of both drainage and plumbing systems	1	Item		
	<b>Total for Foul Water Drainage C/F to Mechanicals Summary Page M9</b>				

PROPOSED JITUME ICT HUBS - OPTION 2 DESIGN

BILL NO. 5					
FIRE PROTECTION					
Item	Description	Quantity	Unit	Rate (Ksh.)	Amount (Ksh.)
	Supply, deliver, install, test and commission the following portable fire extinguishers and conforming to BS EN 3 / BS 1449.				
	<b>Water Fire Extinguisher</b>				
A	9 litres water portable fire extinguisher completes with pressure gauge, initial charge and mounting brackets.	2	No.		
	<b>Carbon Dioxide</b>				
B	5 kg carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	2	No.		
	<b>Dry Chemical Powder Fire Extinguisher</b>				
C	6 kg dry chemical powder portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	2	No.		
	<b>Manual Alarm Bell</b>				
D	9" (225mm) manual operated alarm bell (Gong)	2	No.		
	<b>Fire Notices</b>				
E	Allow for fire signage for the fire exits and fire instructions as directed by the Project Engineer.	4	No.		
	<b>Server Room Air Conditioning Unit</b>				
F	Supply, deliver, install, test and commission wall-mounted Air Conditioning system with a capacity of 12000btu complete with a corresponding outdoorunit, copper pipes, insulation, wired control, remote control, drainage, and other accessories needed for it to function properly. The maximum distance between indoor and outdoor unit is 12 meters	1	No.		
<b>Total for Fire Protection C/F to Mechanicals Summary Page M9</b>					

PROPOSED JITUME ICT HUBS - OPTION 2 DESIGN

Mechanicals Summary Page		
Item	Description	Amount (Ksh.)
1	Bill No.1 for Preliminaries B/F from Page M2	
2	Bill No.2 for Sanitary Fittings B/F from Page M4	
3	Bill No.3 for Plumbing B/F from Page MM	
4	Bill No.4 for Foul Water Drainage B/F from Page M7	
5	Bill No.5 for Fire Protection B/F from Page M8	
	Allow for a contingency of sh. 100,000	
	<b>Total for Mechanical Works C/F to MAIN Works Summary Page</b>	

**SCOPE MISSING FROM ORIGINAL BILLS FOR PROPOSED ICT DIGITAL HUB**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>SUBSTRUCTURES (ALL PROVISIONAL)</u></b>				
	<b><u>Excavation</u></b>				
A	Excavate for Column bases starting from reduced level not exceeding 1.50m away as directed.	43	CM		
B	50mm thick murrum blinding in column bases.	14	SM		
	<b><u>In situ concrete; reinforced; class 20/(20mm) aggregate and well vibrated (1:2:4)</u></b>				
C	Ground beams	8	CM		
	<b><u>Reinforcement Steel (Provisional)</u></b>				
	<b><u>Deformed high yield steel ribbed bars reinforcement to KS 573:2014 for cutting, bending, hoisting and fixing including all necessary tying wires, distance blocks, spacers, templates and stools.</u></b>				
D	12mm bars in ground beam	12	KG		
E	10mm bars in strip foundation	143	KG		
	<b><u>FORMWORK</u></b>				
	<b><u>Sawn timber formwork to:</u></b>				
F	Vertical sides of Foundation columns	15	SM		
G	Ditto columns	66	SM		
	<b>TOTAL FOR SUBSTRUCTURE CARRIED TO SECTION SUMMARY</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>ROOFING</u></b>				
	<b><u>Roof Covering</u></b>				
A	Supply and fix 0.50 thick 28 Gauge "ZAS" IT 5 box – profile and pre-painted sheets laid with 94 mm minimum side laps and 200 mm minimum end laps to steel purlins with and including steel hook bolts with rubber capping, washers and nuts all as per Manufacturer's instructions.	60	SM		
B	300 mm Girth matching plain sheet ridge thrice bent and dressed over covering and hip capping	230	LM		
	<b>TOTAL FOR ROOFING CARRIED TO SECTION SUMMARY</b>				
	<b><u>The following including scarfed or dovetailed jointing, hoisted 6m above ground floor slab.</u></b>				
C	75 x 50 mm Timber purlins	395	LM		
	<b><u>WINDOWS</u></b>				
	<b><u>Supply, assemble and fix the following purpose – made welded mild steel casement windows complete with hinges and building rugs to masonry or concrete and incorporating louvred permanent ventilation panels infilled with approved mosquito gauze wire netting netting, primed with one coat or re-oxide primer, comprised standard T – Section framing, SHS 50x25 x 3 mm and Intermediate members 25x25x3mm MS T – Section including all necessary coupling mullions, transoms, metal gauge permanent vents and afterwards easing and oiling and adjusting opening lights on:</u></b>				
	<b><u>Notes</u></b>				
	<b><u>Steel: for glazing with putty, lugs to two jambs, cutting and pinning to concrete or blockwork, fixing to head and sill with screws plugging</u></b>				
D	Window size 3700 x 2250mm	2	NO		
E	Ditto 2500 x 2250mm	9	NO		
F	Ditto 900 x 750mm	5	NO		
G	Ditto 1200 x 2250mm	5	NO		
H	Ditto 4400 x 2250mm	9	NO		
	<b>TOTAL CARRIED TO COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><b><u>Glass and glazing</u></b>  <b><u>Supply and fix 6mm Thick clear sheet glass and glazing with linseed oil-based putty to metal as described in:</u></b></p>				
A	<p>Panes not exceeding 0.09 square meters. Prepare, prime with one coat of rust – inhibiting primer and Spray one undercoat and two finishing coats of gloss oil paint as described on:</p>	38	SM		
B	<p>General metal surfaces (measured over one side)</p>	80	SM		
	<p><b>TOTAL CARRIED TO COLLECTION</b></p>				
	<p><b><u>COLLECTION</u></b></p>				
	<p>Brought forward from page /2</p>				
	<p>Brought forward from page Above</p>				
	<p><b>TOTAL FOR WINDOWS CARRIED TO SECTION SUMMARY</b></p>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>DOORS</u></b>				
	<b><u>Frames &amp; Finishings</u></b>				
	<b><u>Supply and Fix Wrot Cypress, plugged, screwed and pelleted</u></b>				
A	150 x 50 mm frame with three labours: moulded and pelleted.	39	LM		
B	Architrave to detail size, 75 x 25 mm	23	LM		
C	Quadrant bead, diameter 25 mm	23	LM		
D	20 x 25 mm glazing beading	7	LM		
	<b><u>Solid Flush Doors</u></b>				
	<b><u>Supply and Fix 45 mm (finished) solid core flush door faced on both sides with 5mm Thick mahogany veneer and 15mm x 15 mm hardwood beadings pinned and glued to door on both faces to form grids to architect's details and approval: hardwood lipped on all edges to approval:</u></b>				
E	Single leaf door size 900 x 3150 mm	6	NO		
F	Single leaf door size 900 x 3150 mm	2	NO		
	<b>TOTAL CARRIED TO COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><u>Supply, Assemble and fix Mild steel paneled doors: 100 x 50 x 3 mm Thick frame plugged to concrete or blockwork with 100 mm long fishtailed 25 x 25 x 2mm Thick angle section , 50 x50x3mm Thick hollow section stiles,top,bottom and middle rails at 600 mm centers vertical 11016 centers horizontal,angles,cut,mitred and welded: grided upper panel infilled with 50 50 x 4 mm Thick mild steel plate complete with ‘multi – lock ‘4 – way lock model 285, high security multi lock cylinder protector with stainless steel door handles as ‘Union ‘ or equal and approved ,one coat manufacturer’s primer: all welding ground to smooth finish, all to the satisfaction of the Project Manager.</u></p>				
A	Double door overall size 1800 x 3150 mm High	5	NO		
B	Double door overall size 1800 x 3150 mm High	2	NO		
	<u>Glazing to fanlights</u>				
	<u>4 mm Thick clear sheet glass and glazing to and including timber beads in panes: -</u>				
C	Panes not exceeding 0.5 m square metre	18	SM		
	<u>Supply and Fix the following ironmongery including all necessary matching screws.</u>				
D	Heavy-duty stainless-steel hinges with washers	12	PRS		
E	40 mm Diameter rubber door stops	20	NO		
F	3 – lever mortice lock complete with pair of brass lever handle	5	NO		
	<b>TOTAL CARRIED TO COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>Painting and Decorating</u></b>				
	<b><u>Touch up primer, prepare an apply one undercoat and two finishing coats gloss oil paint on as described.</u></b>				
A	General surfaces of glazed metal doors internally (measured on both sides over glass)	53	SM		
	<b><u>Prepare and apply one undercoat and two finishing coats high quality polyurethane clear lacquer to wooden surfaces as supplied by an approved Manufacturer: internally and/or externally: to</u></b>				
B	General surfaces of woodwork (m.o.b.s)	47	SM		
C	Frames: over 100 mm – 200 mm girth:	74	LM		
D	Frames not exceeding 100 mm girth: internal	74	LM		
	<b><u>Prime backs of wood before fixing with aluminium or other approved primer on.</u></b>				
E	Surfaces exceeding 100 – 200 girth	58	LM		
	<b>CARRIED TO COLLECTION</b>				
	Brought forward from page /4				
	Brought forward from page /5				
	Brought forward from Above				
	<b>TOTAL FOR DOORS CARRIED TO SECTION SUMMARY</b>				

**REINFORCED CONCRETE GUTTER**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>Reinforced Concrete Work</u></b>				
A	<b><u>Vibrated reinforced concrete grade 25/20 (1:2:4) in:</u></b> 150mm x 600 mm x 700 mm high gutter.	154	SM		
B	<b><u>Sawn formwork to:</u></b> Sides and soffits of gutter	248	SM		
C	<b><u>High tensile square twisted bars</u></b> 8mm Diameter bars	1,430	KG		
D	<b><u>FINISHINGS</u></b> <b><u>12mm thick gauged lime (1:2:9) plaster to:</u></b> Reinforced Concrete Gutter	175	SM		
E	<b><u>"EPDM" waterproofing applied as per the manufacturer instructions to:</u></b> Surfaces of gutter	194	SM		
F	<b><u>Prepare and apply three coats of wall sheen (emulsion) paint on: -</u></b> Gutter surfaces	175	SM		
G	<b><u>Rain water goods</u></b> 100 mm diameter pvc bend	18	NO		
H	<b><u>Downpipe</u></b> 100 mm diameter pvc downpipe fixed to wall with and including holder butts at 1000mm centres	66	LM		
I	Ditto horse shoe 300 mm long	18	NO		
<b>TOTAL FOR REINFORCED CONCRETE GUTTER CARRIED TO SECTION SUMMARY</b>					

RCG/01

<b><u>ADDITIONAL WORKS - SUMMARY</u></b>					
<b>1</b>	SUB - STRUCTURES FROM PAGE .....	<b>/1</b>			
<b>2</b>	ROOFING FROM PAGE.....	<b>/2</b>			
<b>3</b>	WINDOWS FROM PAGE .....	<b>/3</b>			
<b>4</b>	DOORS FROM PAGE.....	<b>/6</b>			
<b>5</b>	REINFORCED CONCRETE GUTTER FROM PAGE .....	<b>/8</b>			
<b>TOTAL FOR ADDITIONAL SCOPE CARRIED TO GRAND SUMMARY</b>					

# REPUBLIC OF KENYA



**COUNTY GOVERNMENT OF MANDERA**  
**MINISTRY OF ROAD, TRANSPORT AND PUBLIC WORKS**  
**DEPARTMENT OF PUBLIC WORKS**

**BILLS OF QUANTITIES  
FOR  
LAN (LOCAL AREA NETWORK) INSTALLATIONS  
AT  
MANDERA NORTH CONSTITUENCY DIGITAL  
HUB**

**PREPARED BY:**  
**COUNTY WORKS OFFICER**  
**P.O. BOX 13**  
**MANDERA**



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# **PROPOSED ICT DIGITAL HUBS**

## **STANDARD AND BASIC DIGITAL HUBS**

### **LAN (ACTIVE & PASSIVE)**

### **BILL OF QUANTITIES**

# STANDARD DIGITAL HUBS - LAN BQ

STRUCTURED CABLING				
NO	ITEM DESCRIPTION	QTY	TOTAL PRICE	INCLUSIVE PRICE
<b>TRAINING ROOM</b>				
1.1	FACE PLATES	100		
1.2	KNOCK OUT	36		
1.4	AP-WIFI			
1.5	MODULES	100		
1.6	3M PATCHCORD	100		
1.8	50X150 TRUNKING	12		
1.9	CAT 6 CABLES	13		
	<b>SUBTOTAL</b>			
<b>WORKING AREA</b>				
2.1	FACE PLATES	50		
2.2	KNOCK OUT	18		
2.4	AP-WIFI			
2.5	MODULES GIGANET	50		
2.6	3M PATCHCORD	50		
2.7	TRUNKING			
2.9	CAT 6 CABLES			
<b>ADMINISTARTION</b>				
3.1	FACE PLATES	30		
3.2	KNOCK OUT	30		
3.3	AP-WIFI			
3.4	MODULES GIGANET	30		
3.5	3M PATCHCORD	30		
3.6	50X150 TRUNKING	6		
3.7	CAT 6 CABLES			
	<b>SUBTOTAL</b>			
<b>SERVER ROOM</b>				
4.1	12U CABINET			
4.2	UPS			
4.3	Core Switch 24 Port			
4.4	Edge Switch			
4.5	TRUNKING 50X150			
4.6	CABLE MANAGER			
4.7	48 PORT PATCH PANEL			
4.8	1M PATCH CORD	190		
4.9	ACCESSORIES			
4.10	INSTALLATION LABOUR	1		
	<b>TOTAL</b>			

## TECHNICAL SPECIFICATIONS

EQUIPMENT	MINIMUM REQUIREMENT
<p>L3 Edge switch 24-Port GigEthernet PoE+ Switch with 10Gbps SFP+ Uplinks</p>	<p>Top of rack, 1RU rack-mountable managed switch with the following minimum specifications:</p> <ul style="list-style-type: none"> <li>● 1. Minimum of 24 No. RJ-45 autosensing 10/100/1000 PoE+ ports</li> <li>● Minimum of 4 No. SFP+ 1/10GbE ports</li> <li>● Minimum of 2 No. Multi-Gigabit stack ports</li> <li>● Minimum switching capacity of 125Gbps with a forwarding performance of 95 Mpps</li> <li>● Supports full POE+</li> <li>● Support for minimum of 30,000 MAC addresses in the MAC address table</li> <li>● Support for Layer 3 routing (Static Routes and dynamic routing using OSPFv2)</li> <li>● Support for VLANs and IEEE 802.1Q (4,094 VLAN IDs) VLAN tagging with 1,000 configurable VLANs</li> <li>● Support for spanning-tree protocol for both Rapid Per-VLAN Spanning Tree (RPVST+) and Multiple Spanning Tree Protocol (MSPT)</li> <li>● Support for remote management, configuration and authentication (SNMPv2, SNMPv3, SSH, TACACS+, RADIUS)</li> <li>● Redundant power supply modules</li> <li>● Original Equipment Manufacturer/vendor support of 3 years (Parts replacement and Software Updates)</li> <li>● Proposed equipment should not be approaching End of Support (EOS) announcement by the OEM in the next Six years. Attach Evidence</li> <li>● Original Equipment Manufacturer/vendor of the proposed switch MUST be rated as a Leader in the Gartner Magic Quadrant for Enterprise Wired and Wireless LAN Infrastructure</li> </ul>

EQUIPMENT	MINIMUM REQUIREMENT
	<p>in the last three consecutive years, at the time of bidding. Attach Evidence</p> <ul style="list-style-type: none"> <li>● Three-year (3) warranty and support</li> </ul> <p>Attach data sheet</p>
Indoor Wireless Access Point	<p>Indoor wireless access point (WLAN AP) with support for Wi-Fi 6 software-configurable dual radio, 5 GHz 4x4 MIMO and 2.4 GHz 2x2 MIMO, achieving a data rate of 5.3 Gbps. The WiFi access points should specifically meet the following minimum specifications:</p> <ul style="list-style-type: none"> <li>● Support WPA3 with specific support for WPA3 Enterprise</li> <li>● Support for 802.1x standard for network authentication of wireless clients</li> <li>● Support for minimum of 150 associated active clients (concurrent connected end user devices)</li> <li>● Support for built-in smart antennas to improve on signal quality</li> <li>● Support for minimum of 16 No. SSIDs two (2) of which MUST support 802.1x network authentication</li> <li>● Support for WIFI-6 standards such as OFDMA, TWT, MU-MIMO and BSS coloring</li> <li>● Support for VLAN assignment per SSID and based on network authentication (802.1x VLAN assignment based on radius attributes)</li> <li>● Support for IoT</li> <li>● Communication between the WLAN AP and the management system MUST be through encrypted channels</li> <li>● Maximum power consumption should not exceed 21W</li> <li>● Support for powering through PoE</li> <li>● Operating temperature: Between 0°C to 50°C</li> <li>● Support for minimum of 2 No. RJ45 network interface ports capable of negotiating both 100Mbps and 1Gbps speed</li> <li>● Included with relevant mounting brackets</li> <li>● Original Equipment Manufacturer/vendor support of 3 years</li> </ul>

EQUIPMENT	MINIMUM REQUIREMENT
	<p>(Parts replacement and Software Updates)</p> <ul style="list-style-type: none"> <li>● Proposed equipment should not be approaching End of Support (EOS) announcement by the OEM in the next four years. Attach Evidence.</li> <li>● Original Equipment Manufacturer/vendor of the proposed access point MUST be rated as a Leader in the Gartner Magic Quadrant for Enterprise Wired and Wireless LAN Infrastructure in the last three consecutive years, at the time of bidding. Attach Evidence</li> <li>● Three-year (3) warranty and support Management using a centralized WLAN Controller (or equivalent centralized management system for software updates and configuration) is mandatory Attach data sheet</li> </ul>
Outdoor Wireless Access Point	<p>Outdoor Hardened (IP68) wireless access point (WLAN AP) with support for Wi-Fi 6 software-configurable dual radio, 5 GHz 2x2 MIMO and 2.4 GHz 2x2 MIMO achieving a device performance of 1.7 Gbps. The WiFi access points should specifically meet the following minimum specifications:</p> <ul style="list-style-type: none"> <li>● Support WPA3 with specific support for WPA3 Enterprise</li> <li>● Support for 802.1x standard for network authentication of wireless clients</li> <li>● Support for minimum of 500 associated active clients (concurrent connected end user devices)</li> <li>● Support for external smart antennas to improve on signal quality</li> <li>● Support for WIFI-6 standards such as OFDMA, TWT, MU-MIMO and BSS coloring</li> <li>● Support for minimum of 16 No. SSIDs two (2) of which MUST support 802.1x network authentication</li> <li>● Support for VLAN assignment per SSID and also based on network authentication (802.1x VLAN assignment based on radius attributes)</li> </ul>

EQUIPMENT	MINIMUM REQUIREMENT
	<ul style="list-style-type: none"> <li>● Communication between the WLAN AP and the management system MUST be through encrypted channels</li> <li>● Operating temperature: -40°C to 65°C</li> <li>● Support for powering through PoE</li> <li>● Support for minimum of 1 No. RJ45 network interface port capable of negotiating both 100Mbps and 1Gbps speed</li> <li>● Included with relevant mounting brackets</li> <li>● Original Equipment Manufacturer/vendor support of 3 years (Parts replacement and Software Updates)</li> <li>● Proposed equipment should not be approaching End of Support (EOS) announcement by the OEM in the next four years. Attach Evidence.</li> <li>● Original Equipment Manufacturer/vendor of the proposed access point MUST be rated as a Leader in the Gartner Magic Quadrant for Enterprise Wired and Wireless LAN Infrastructure in the last three consecutive years, at the time of bidding. Attach Evidence</li> <li>● Three-year (3) warranty and support</li> </ul> <p>Management using a centralized WLAN Controller (or equivalent centralized management system for software updates and configuration) is mandatory Attach data sheet</p>
2 KVA Rack mountable UPS	<p>Single-phase 2 KVA double-conversion on-line rack-mountable UPS with the following minimum specifications:</p> <ul style="list-style-type: none"> <li>● Minimum output power capacity of 1.2KW</li> <li>● Minimum output power factor of 0.8</li> <li>● Nominal Output Voltage 230V, 50Hz</li> <li>● Input Voltage range 220VAC – 240VAC, 50Hz</li> <li>● 4 No. IEC 60320 C13 Output Connections</li> <li>● IEC 60320 C14 Input connections</li> </ul>

EQUIPMENT	MINIMUM REQUIREMENT
	<ul style="list-style-type: none"> <li>● Online, double-conversion power conditioning</li> <li>● Minimum runtime of 15 minutes at Half Load</li> <li>● Included with relevant mounting brackets for 19-inch rack/cabinet</li> <li>● Original Equipment Manufacturer/vendor support of 3 years (Parts replacement and Software Updates)</li> <li>● Proposed equipment should not have an ongoing End of Life (EOL) announcement by the OEM</li> </ul> <p>Attach data sheet</p>
12U Network Cabinet	<p>Standard-Depth 15U 19-inch Server Cabinet Rack Enclosure including vertical mounting rails and mesh door with the following minimum specifications:</p> <ul style="list-style-type: none"> <li>● Rack Enclosure depth of 800 mm</li> <li>● Rack height of 12U</li> <li>● Support mounting of 19-inch copper patch panels, optical distribution frames, network switches, rack-mountable UPS</li> <li>● 1 No. 4 Way UK Plug Power Distribution Unit Horizontal</li> <li>● Floor Standing Steel Rack Enclosure with 4 No. castor wheels or Wall-mountable rack enclosure with fan venting at the top (fan included)</li> </ul> <p>Attach data sheet</p>
Cat 6A U/UTP Pure Copper Ethernet Cable 305M (Indoor)	<p>23AWG Cat 6 U/UTP copper cable with HDPE insulation enclosed in PVC flame-retardant jacket for indoor installations. The minimum specifications are as follows:</p> <ul style="list-style-type: none"> <li>● Indoor environment use</li> <li>● Riser flammability rating</li> <li>● Support installation temperature of 50°C</li> <li>● 23AWg solid copper conductor</li> <li>● Overall length of 305 meters</li> </ul> <p>Attach data sheet</p>
Cat 6A F/UTP Pure Copper Ethernet Cable 305M (Outdoor)	<p>23AWG Cat 6 U/UTP Outside Plant (OSP) copper cable with PE insulation enclosed in abrasion-resistant HDPE flame-retardant jacket for outdoor installations. The minimum specifications are as follows:</p> <ul style="list-style-type: none"> <li>● Outdoor environment use</li> </ul>

EQUIPMENT	MINIMUM REQUIREMENT
	<ul style="list-style-type: none"> <li>• Ability for the insulation to withstand moisture migration in underground and wet applications</li> <li>• Outdoor flammability rating</li> <li>• Must be UV-Resistant</li> <li>• Support installation temperature of 70°C</li> <li>• 23AWg solid copper conductor</li> <li>• Overall length of 305 meters</li> </ul> Attach data sheet
F/UTP Category 6A Dual Outlets Module (Data points)	Pair of Cat 6A RJ45 keystone modules with support for 10Gbit Ethernet applications Attach data sheet
Flash Mount Faceplates – F/UTP Category 6A Double	Single gang faceplate with support for 2 outlet ports. Faceplate should support mounting onto single gang opening and include a label pocket for identification/labeling Attach data sheet
F/UTP Category 6A Wall UTP-RJ45Patch cord (0.25M)	Cat 6A 24 AWG UTP Copper Patch Cord of 0.25 meter length with minimum specifications below: <ul style="list-style-type: none"> <li>• 24AWg solid copper conductor</li> <li>• Overall length of 1 meter</li> <li>• T568B wiring scheme</li> <li>• Must support IEEE 802.3af (PoE), IEEE 802.3at (PoE+), and IEEE 802.3bt Type 3 and 4 (PoE++) PoE compatibility.</li> </ul> Attach data sheet
F/UTP Category 6A 48 PATCH PANEL 1 U568A/B	Cat 6A UTP Flat Punchdown steel Patch Panel with support for terminating 4-pair, 22–26 AWG, twisted pair cable. The patch panels should meet the following minimum specifications: <ul style="list-style-type: none"> <li>• Must be rack-mountable on a 19-inch rack</li> <li>• Support for RJ45 module type</li> <li>• Minimum of 48 ports fully populated with keystone</li> <li>• Support for both T568A and T568B wiring schemes</li> </ul> Attach data sheet
F/UTP Category 6A 24 PATCH PANEL 1 U568A/B	Cat 6A UTP Flat Punchdown steel Patch Panel with support for terminating 4-pair, 22–26 AWG, twisted pair cable. The patch panels should meet the following minimum specifications: <ul style="list-style-type: none"> <li>• Must be rack-mountable on a 19-inch rack</li> </ul>

EQUIPMENT	MINIMUM REQUIREMENT
	<ul style="list-style-type: none"> <li>• Support for RJ45 module type</li> <li>• Minimum of 24 ports fully populated with keystones</li> <li>• Support for both T568A and T568B wiring schemes</li> </ul> <p>Attach data sheet</p>
Galvanized Metallic Trunking 150mm x50mm & accessories	Galvanized double-compartment metal trunking cover and base with base loop perforation. Each piece of metal trunking MUST be at least 2.4 meters in length Attach data sheet
Install metal Trunking size 25×50mm/50×100mm/50×150mm with accessories and auxiliary work	<ul style="list-style-type: none"> <li>• Trunking should be installed neatly on the</li> <li>• surface of walls, columns or beams and be truly vertical or horizontal.</li> <li>• Overhead trunking should be suitably supported by means of mild steel hangers' brackets or other suitable devices.</li> <li>• Trunking should be provided with removable side cover, easy bend at all turning angles and, where required, appropriate outlet holes with grommets.</li> <li>• The height of the trunking installed should not cause any installation and maintenance problem.</li> <li>• Cutting and combine the trunking when necessary</li> <li>• Detect/locate the presence of the electricity system before drilling.</li> <li>• size</li> <li>• 30x55mm for trunking (25*50 mm)</li> <li>• Drilling/boring the floor slab by the appropriate drilling/boring machine without cutting holes through the building structured area (e.g., beam, column E structure wall etc.).</li> <li>• Make good the hole surface by cement mortar and paint coating</li> <li>• Seal the holes with silicon.</li> </ul>
Supply and Install Flexible corrugated PVC pipe ≤ 50mm with accessories.	<ul style="list-style-type: none"> <li>• Cutting suitable length of PVC pipe.</li> <li>• Smooth all duct ends</li> <li>• Fixing PVC Pipe on Wall/Ceiling by supporting with saddles/ brackets.</li> <li>• Fixing Junction Box at all turning angles or every 10m if necessary.</li> <li>• Labelling for identification.</li> </ul>

EQUIPMENT	MINIMUM REQUIREMENT
40mm Flex Conduits	40mm PVC Flexible Conduit per meter length
Install indoor/Outdoor Cat.6, 4-Pair UTP Cable	<ul style="list-style-type: none"> <li>• Lay the outdoor cat6 as per design, what layed in trunk or duct as straight as flat, no bind, enlarged regular and fastened by plastic ties as per specification.</li> <li>• Supply and install and label the cat 6 cable as per specification, the labelling must be waterproof.</li> <li>• The primary media for horizontal cabling will be 4-pair Unshielded Twisted Pair (UTP) which must meet or exceed ANSI/TIA/EIA-568-B and ISO/IEC 11801 standards.</li> <li>• Unshielded Twisted Pair (UTP) Category 6A quality cable shall be employed for either outdoor or indoor cable.</li> <li>• Each room to be networked shall have wall plates installed and each outlet terminated with 8-pin modular jacks (RJ-45).</li> <li>• Each designated network interface will have capacity to support Giga Ethernet.</li> <li>• Each cable will be required to move through the tie if firmly pulled.</li> <li>• Cables should not be crushed using cable ties.</li> <li>• Cable conduits must not be overfilled.</li> <li>• All cables must pass through Trunking and should not be seen from the outside</li> <li>• There shall be no splicing of any of the cables installed. Intermediate cross-connects and transition points are not allowed.</li> <li>• All user area patch chords shall be at least 3m in length</li> <li>• Data outlets shall be flash mounted on the metal Trunking.</li> <li>• All user area patch chords and cabinet patch chords will be supplied to match the total number of data outlets.</li> </ul>

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**BILL NO.6**  
**PROVISIONAL SUMS**

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<u>Item No</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Rate</u>	<u>Total (Kshs)</u>
	<b><u>PRIME COST AND PROVISIONAL SUMS</u></b>				
	<b><u>PROVISIONAL SUMS</u></b>				
A	Provide a Prime Cost Sum of Kenya Shillings Four Hundred Thousand (Kshs.400,000/=) only for Contingency				400,000.00
B	Provide a Provisional Sum of Kenya Shillings Three Hundred Thousand (Ksh.300,000/=) only for Project Management				300,000.00
C	Provide a Provisional Sum of Kenya Shillings One Hundred Thousand (Ksh.100,000/=) only for PMC Facilitation				100,000.00
	<b>TOTAL FOR PRIME COST AND PROVISIONAL SUMS CARRIED TO GRAND SUMMARY</b>				<b>800,000.00</b>
	PS / 1				

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## GRAND SUMMARY

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**PROPOSED CONSTRUCTION OF MANDERA NORTH CONSTITUENCY ICT DIGITAL ICT HUB  
PROJECT - OPTION 2**

Item No	Description	Qty	Unit	Rate	Total (Kshs)
	<b><u>GRAND SUMMARY</u></b>				
1	PARTICULAR PRELIMINARIES				
2	GENERAL PRELIMINARIES				
3	BUILDERS WORK				
4	ELECTRICAL INSTALLATION WORKS				
5	MECHANICAL WORKS				
6	ADDITIONAL WORKS				
7	LAN (ACTIVE & PASSIVE)				
8	PROVISIONAL SUMS				800,000.00
	<b>SUB-TOTAL</b>				
	ADD 16% VAT				
	ADD 0.03% C.B.L (CAPACITY BUILDING LEVY)				
<b>TOTAL CARRIED TO FORM OF TENDER</b>					

AMOUNT IN WORDS: .....

.....

CONTRACTOR'S NAME: .....

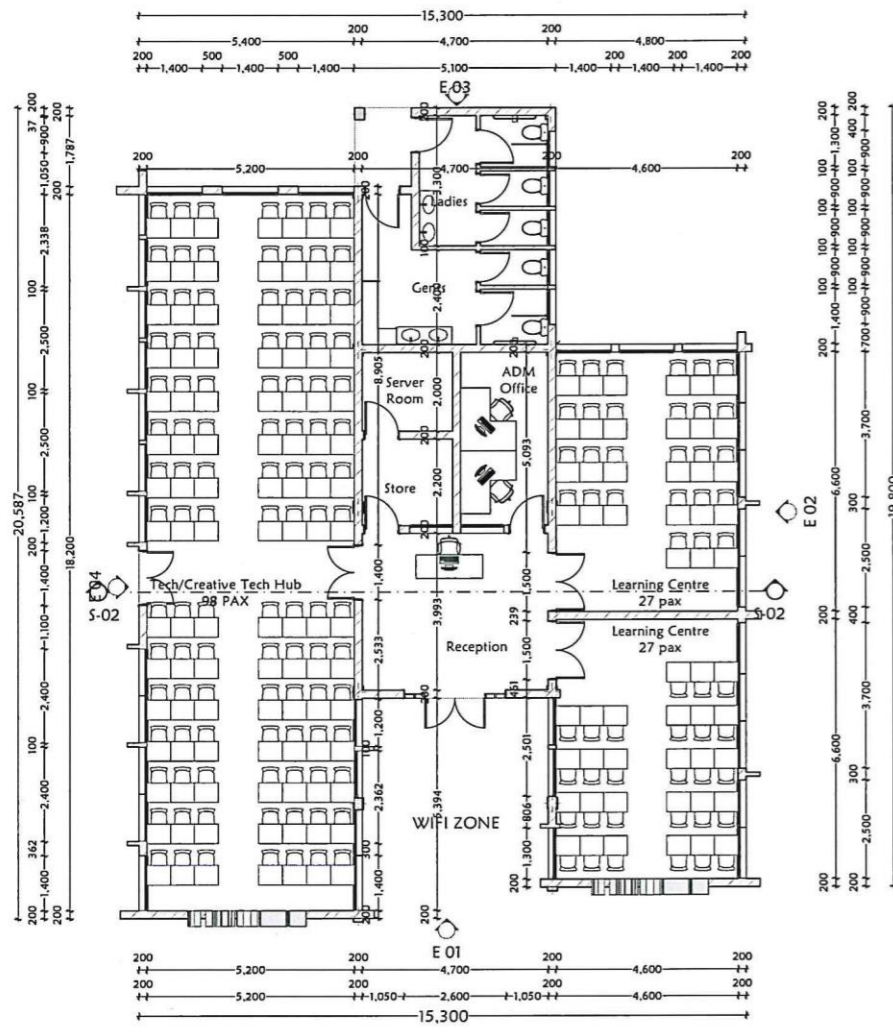
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SIGNATURE: .....

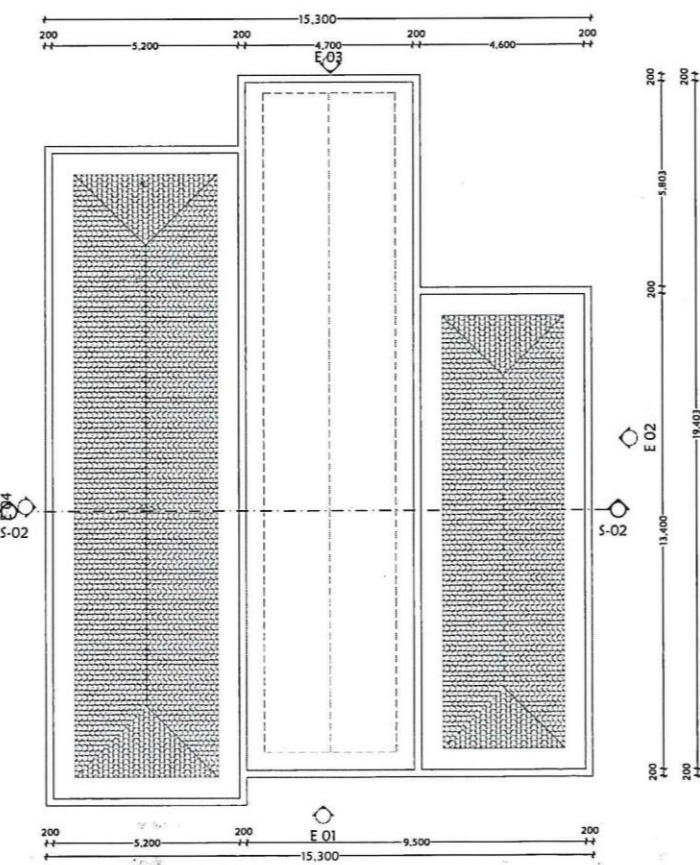
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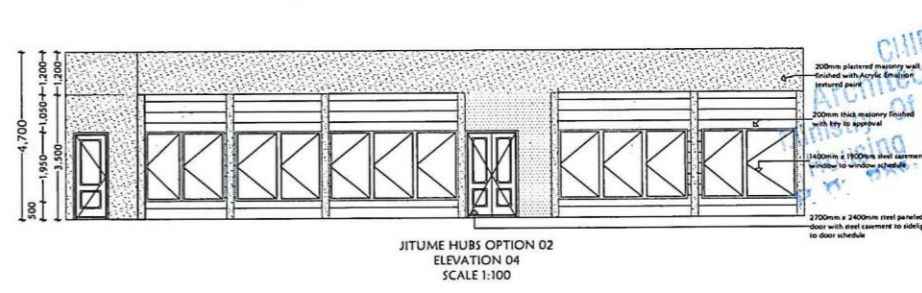
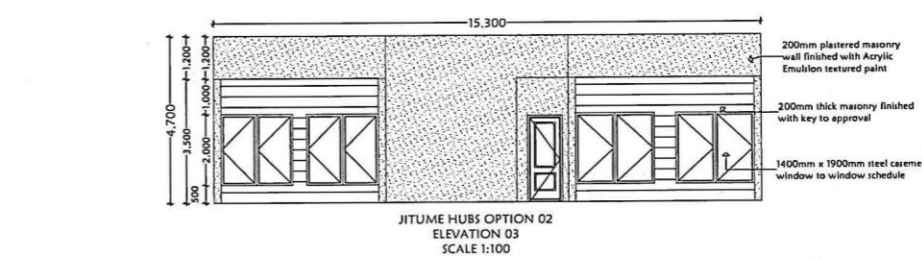
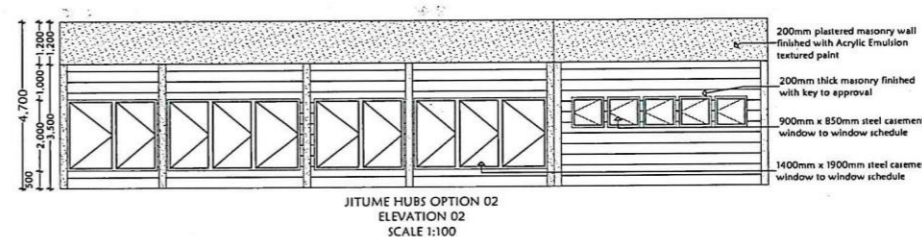
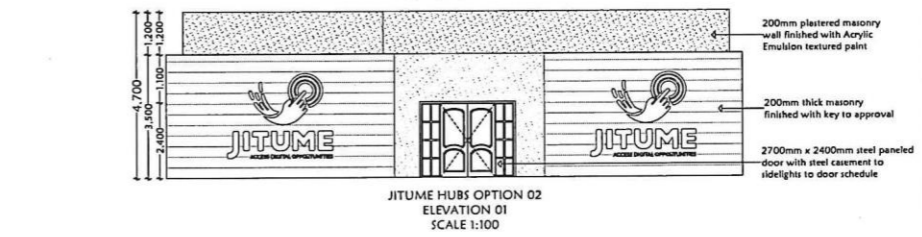
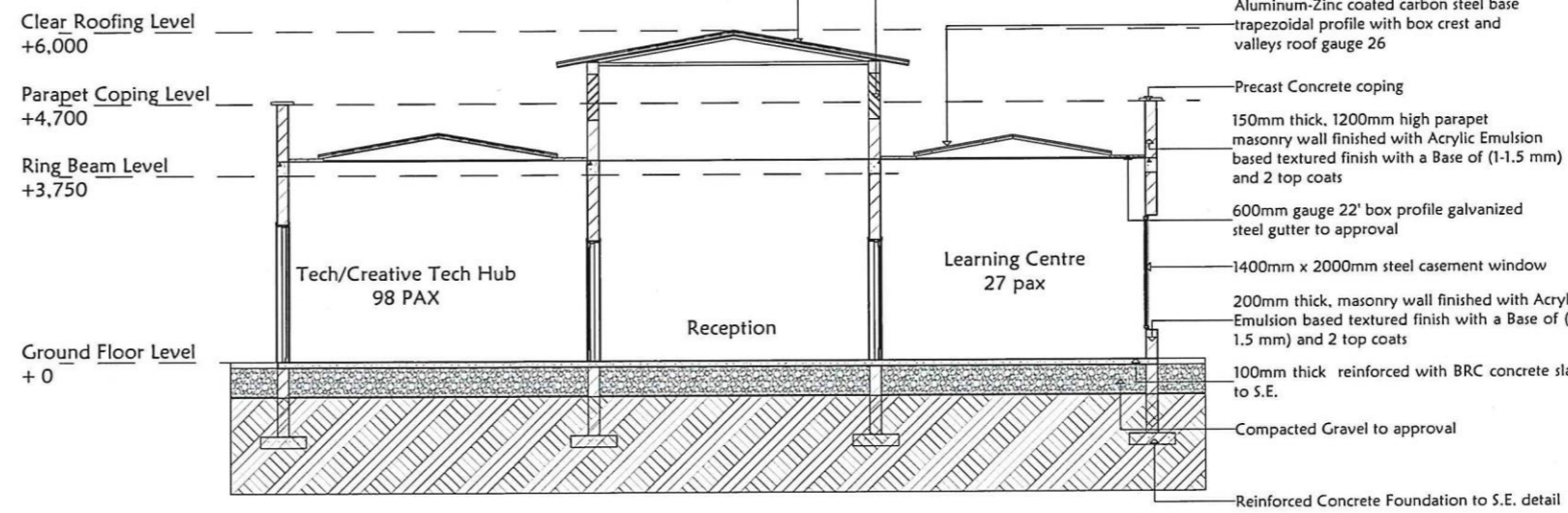
SIGNATURE: .....



JITUME HUBS OPTION 02  
FLOOR PLAN  
SCALE 1:100



JITUME HUBS OPTION 02  
ROOF PLAN  
SCALE 1:100



**NOTES**  
**GENERAL**  
1. All dimensions in mm  
2. No scaling of drawing. Contractor to check all dimensions and setting out and confirm with architect and or engineer as necessary.  
3. Any discrepancy should be notified immediately to the designer and clarified by consulting the respective consultants' drawings.  
4. Permanent vents (pv) to be provided to all windows and doors except wc doors.  
**STRUCTURAL**  
9. All RC works to be in accordance to engineer's detail.  
**MECHANICAL**  
11. All plumbing and drainage to comply with MoPW's specification.  
12. All service ducts to be accessible from all floors.  
14. Deep seal or anti-vac to all fittings connected to the SVP's or waste pipes.  
15. All bends and junctions to have inspection plates.  
16. Drain pipes passing beneath buildings and driveways to be encased in 150mm concrete surround  
17. All underground foul and waste drain pipes shall be cast iron to comply to BS41514 and 5225.  
**ELECTRICAL**  
26. All Electrical works must be co-ordinated with mechanical works.  
27. Any conflicts must be clarified before work

Revisions

No.	Description

Project  
**PROPOSED ICT  
JITUME DIGITAL  
HUBS**

Drawing title  
**JITUME ICT HUBS  
STANDARD OPTION  
(Option 2)  
Jitume Hubs 2 - 001**

CLIENT  
**STATE DEPARTMENT FOR  
ICT AND DIGITAL  
ECONOMY**

Client signature

Scale	1	2	3

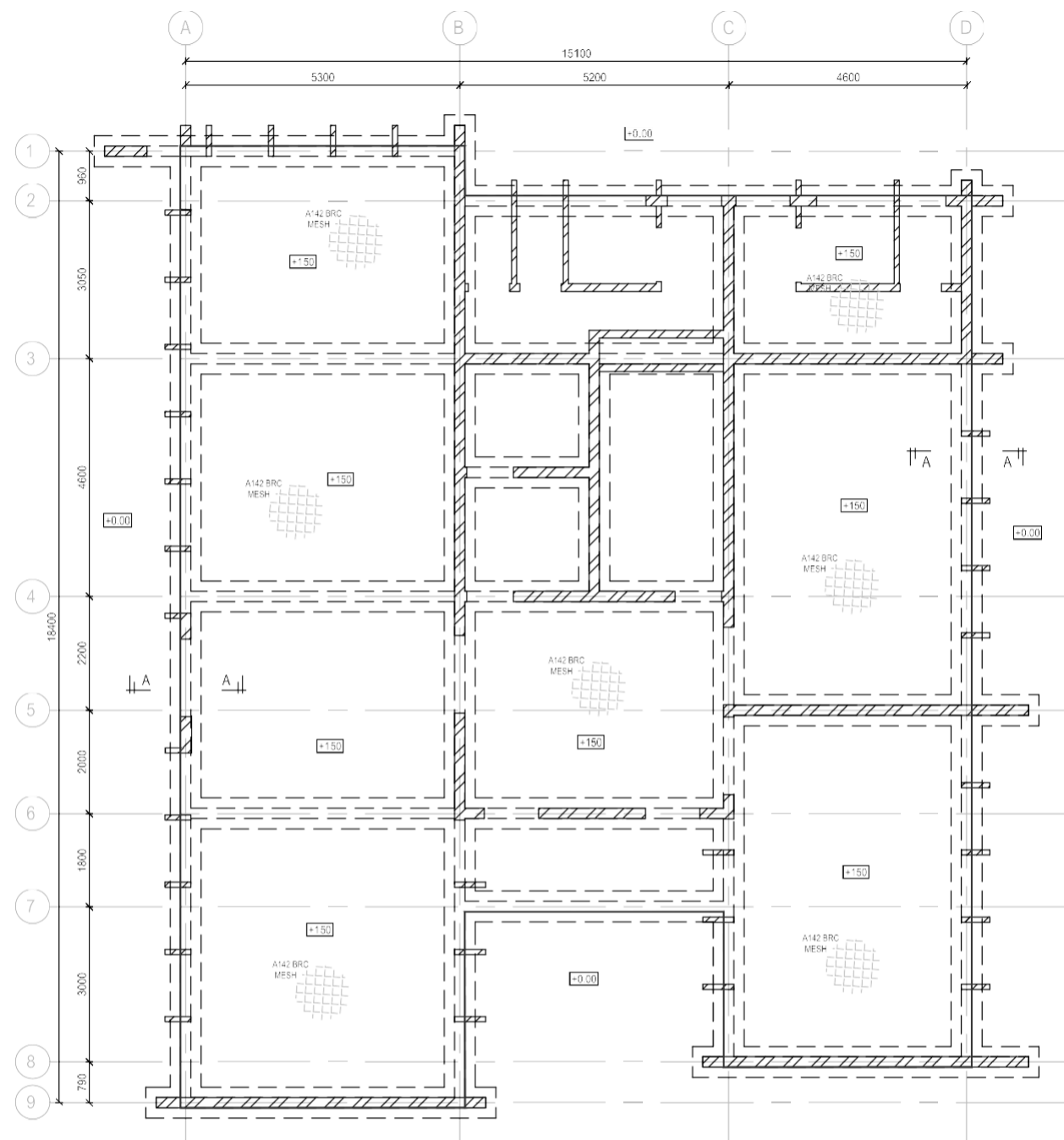
Project job no.

Name	Signed	Date
Drawn & Designed	Arch. Wacika T.W.	March, 2024
Checked	Arch. J.C. Mwangi	March, 2024

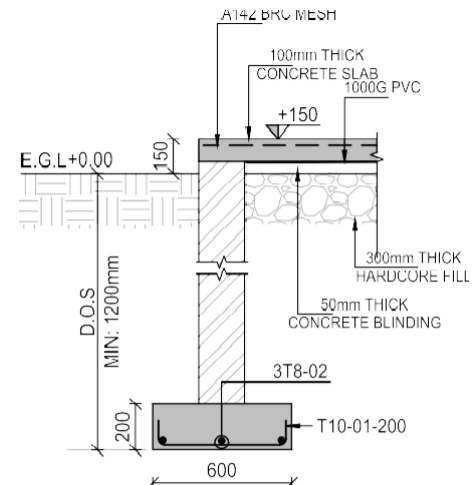
APPROVED  
Arch. E.M. Mwachira  
E. Arch. (PONS) M.A.A.K.A.S.



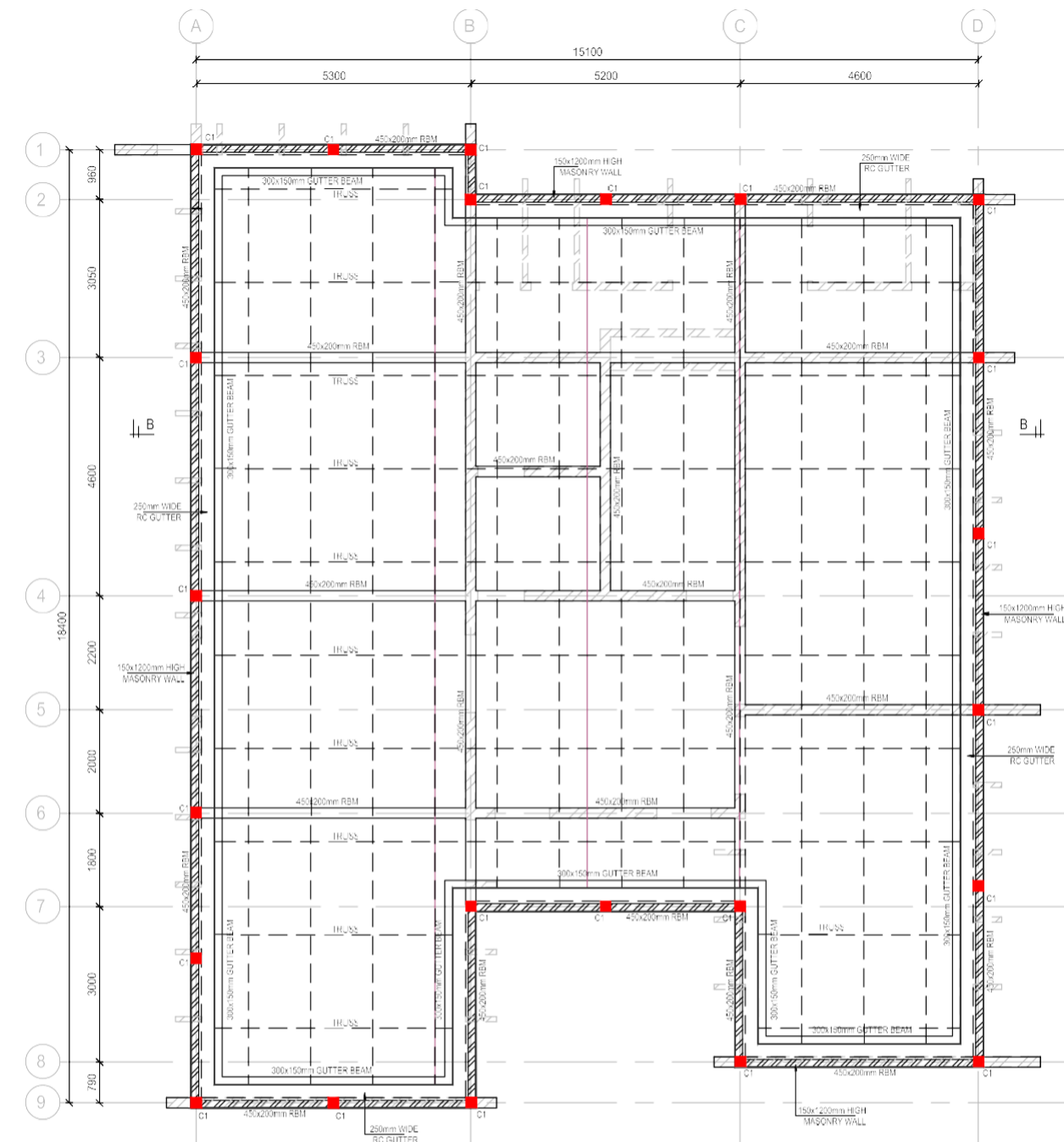
FOR THE GOVERNMENT OF THE REPUBLIC OF KENYA



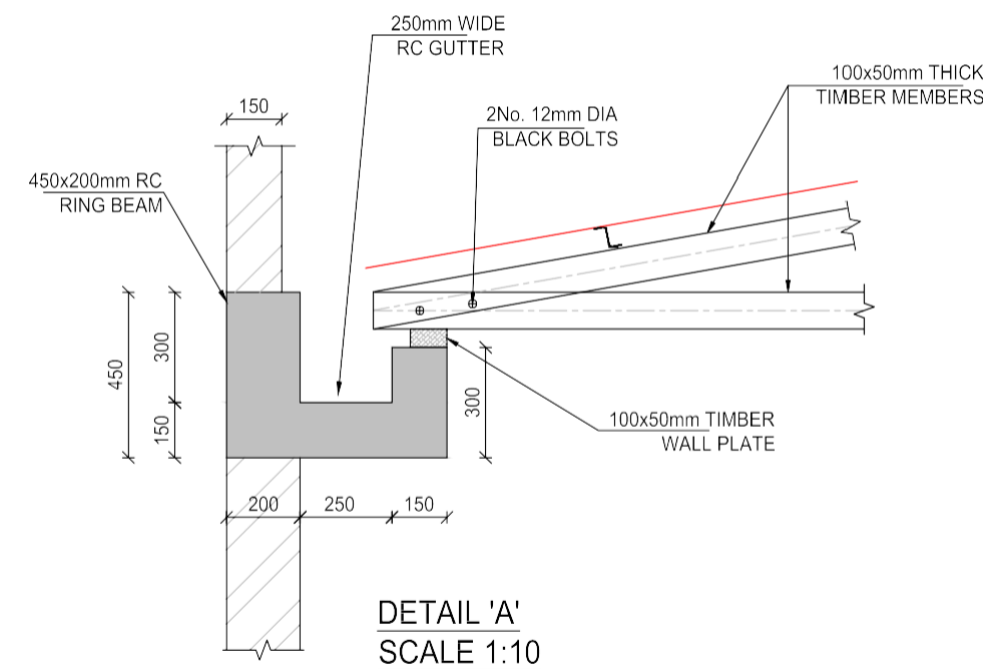
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100mm THICK CONCRETE SLAB  
SCALE 1:100



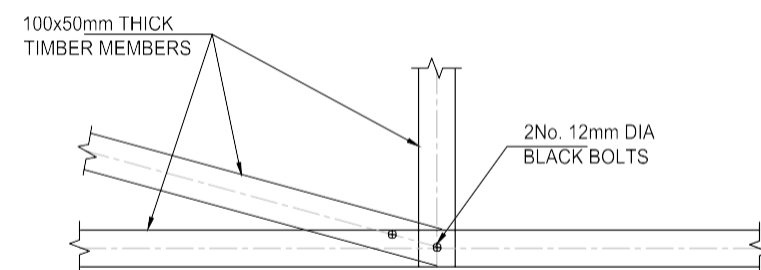
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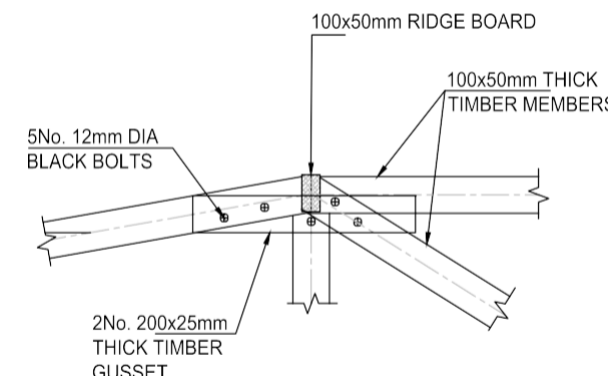
ROOF LAYOUT  
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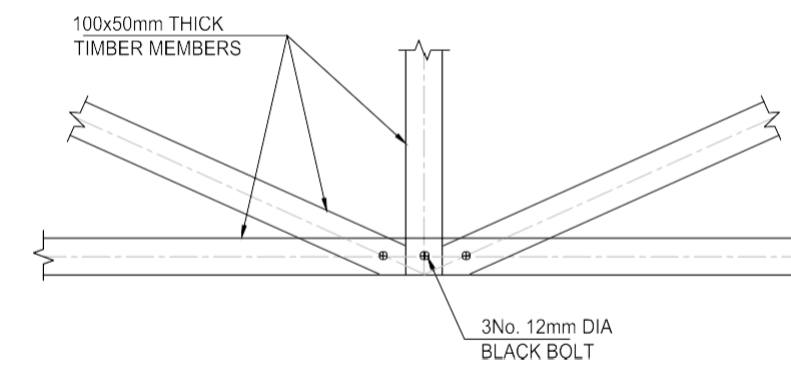
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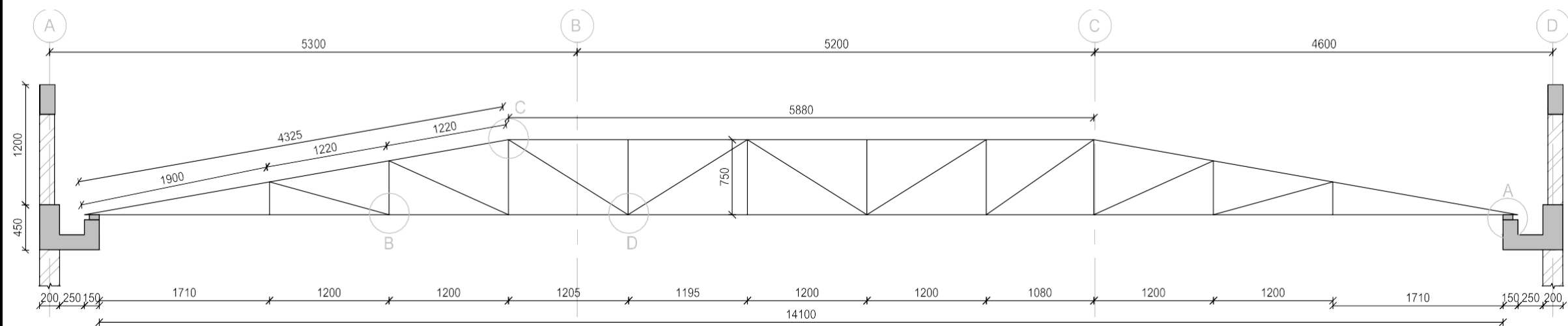
DETAIL 'B'  
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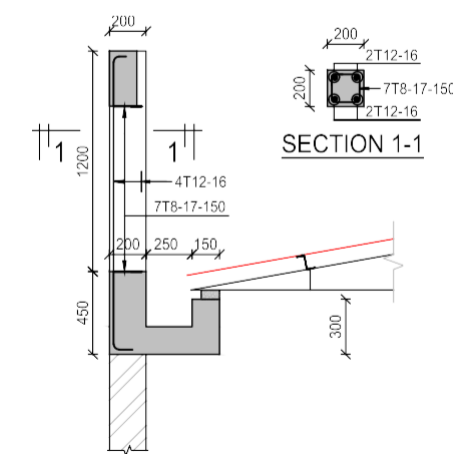
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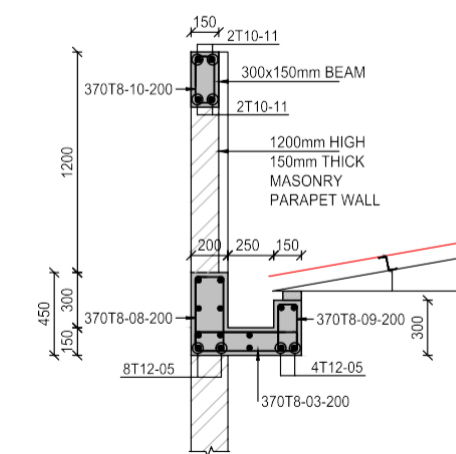
DETAIL 'D'  
SCALE 1:10



SECTION B-B  
TYPICAL TRUSS DETAILS. SCALE 1:50



TYPICAL 200x200mm  
COLUMN C1 RC DETAILS  
23No. SCALE 1:25



TYPICAL 250mm WIDE  
RC GUTTER DETAILS  
SCALE 1:25

- NOTES**
- All dimensions are in millimeters unless otherwise stated.
  - All drawings to be read in conjunction with Architectural Drawings and in any inconsistencies to be reported to the Engineer.
  - All foundations shall be founded on approved ground.
  - The concrete used shall be of class 25 in accordance with the specifications.
  - All load bearing walls to be 200mm thick natural stone/concrete blocks. Min crushing strength 10 N per SQ mm.
  - All reinforced concrete works shall be quality controlled and mechanically vibrated to the structural Engineer's satisfaction.
  - Typical cover to main reinforcement shall be as follows:
    - Foundations - 50mm
    - Columns - 40mm
    - Beams - 25mm
    - Slab - 20mm
  - Steel Reinforcement for structural concrete shall be HI Ribbed bars and shall conform to Kenya Standards Specification KS 573.
  - Structural Steel sections shall be to BS 5950
  - Contractor to verify 'Structural Finished Level' SFL and Finished Floor Level FFL before fabrication of Structural Steel.
  - All Structural Steel Members and Connections including Welding and Bolting (including Rawl Bolts) shall conform to the relevant and latest British Standards. Gusset plates shall be minimum 5mm thick.
  - Shop drawings must be submitted in good time for approval by the Engineer before assembly of units commence.
  - Setting out dimensions shall be cross checked on site and with the Architectural drawings. Any inconsistencies shall immediately be notified to the Engineer.
  - Provide 2 coats of Red oxide paint on the surface of Structural Steel. Final coat and finishes shall be to Architect's instructions.
  - Black cotton soil to be removed and replaced with approved fill.
  - D.O.S - Determined On Site/U/S - Upstand beam.
  - All walls to be reinforced with 20mm hoop iron or equivalent alternative at every alternate course to engineer's approval.

REVISIONS			
Rev.No.	date	issued to	descriptions
A	APRIL 2024	ENGINEER	RC DETAILS REVISED

**PROPOSED ICT DIGITAL HUB 02**

Client  
**MINISTRY OF INFORMATION COMMUNICATION AND TECHNOLOGY**

Project Architect  
**STATE DEPARTMENT OF PUBLIC WORKS CHIEF STRUCTURAL ENGINEER**

Project Structural/Civil Engineers  
**STATE DEPARTMENT OF PUBLIC WORKS CHIEF STRUCTURAL ENGINEER**

Dwg Title  
**ICT HUB 02 STRUCTURAL DETAILS**

Designed by: F.K.M  
Checked by: F.K.M  
Scales: 1:50, 1:25  
Drawing No. JH-02

Drawn by: H.B.O  
Approved by: F.K.M  
Date: FEB-2024

Dwg status