REPUBLIC OF KENYA KAKUMA MUNICIPAL BOARD

(TURKANA COUNTY GOVERNMENT)

TENDER DOCUMENT

FOR

THE PROPOSED CONSTRUCTION OF KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE.

TENDER NO.: TCG/KKM / 07 / 2026-2027

Negotiation No: 2703778

ISSUED BY

[redacted]

P.O. BOX 30-30501 KAKUMA

PREPARED BY

[redacted]

P.O. BOX 37281 – 00100 NAIROBI

November, 2026

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2.0 PART 1 – TENDERING PROCEDURES

i) Section I - Instructions toTenderers (ITT)

This Section provides relevant information to help tenderers prepare their tenders. Information is also provided on the submission, opening, and evaluation of tenders and on the award of Contracts. Section I contains provisions that are to be used without modification by the Kakuma Municipal Board or by a Tenderer.

ii) Section II - Tender Data Sheet (TDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Tenderers. This section shall be completed appropriately by the Kakuma Municipal Board and not by A Tenderer. In any case, the Kakuma Municipal Board shall not add any item in the TDS not included in the Standard Tender Document.

iii) Section III – Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Lowest Evaluated Tender that would be considered for contract award; that is the tenderer that meets the qualification criteria and whose tender has been determined to be:

a) Substantially responsive to the bidding document, and
b) The lowest evaluated cost.

No other criterion shall be added by the Kakuma Municipal Board. Some parts of this section may be omitted by the Kakuma Municipal Board (and not by a Tenderer) to suit the subject procurement. For example, in some cases evaluation may not include Margin of Preference, so any reference to considerations for Margin of Preference will be omitted. The Kakuma Municipal Board will complete the parts of the Criterion only as guided and allowed in this section. For example, if the criterion provides "Postqualification and Contract ward" and lists an item that says "Other conditions…….", the Entity shall only include the conditions that are allowed in the Standard Tender Document.

iv) Section IV - Tendering Forms

This Section includes the Form of Tender and other forms to be submitted; e.g. priced Schedules of Requirements, Bills of Quantities, Schedules of technical proposal, including technical and financial qualifications, personnel, financial resources, equipment, Tender Security and others to be completed and submitted by the Tenderer as par to fits Tender.

3. PART 2 – PROCUREMENT ENTITY'S REQUIREMENTS

This Section contains the Kakuma Municipal Board's Schedules of Requirements, Specifications, Drawings, and supplementary information that describe the items to be procured. The Requirements shall also include (if so required) the environmental, social, health and safety requirements to be satisfied by the Tenderer in executing the contract.

4. PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

INVITATION TO TENDER

REPUBLIC OF KENYA KAKUMA MUNICIPAL BOARD

(TURKANA COUNTY GOVERNMENT)

SPECIFIC PROCUREMENT NOTICE

Request for Bids

(One-Envelope Bidding Process)

COUNTRY: Kenya

NAME OF PROJECT: THE PROPOSED CONSTRUCTION OF KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE

Negotiation No.: 2703778

Tender No.: TCG/KKM / 07 / 2026-2027

1. The **Kakuma Municipal Board**, County Government of Turkana, now invites sealed Bids from eligible Bidders for The Proposed Construction of Kakuma Municipality Fire Station and Supply of Fire Engine. The time for completion is **180** days.

2. Bidding will be conducted through national competitive procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers" First Published July 2016 and Revised Fourth Edition November 2020 ("Procurement Regulations") and is open to all Bidders as defined in the Procurement Regulations.

3. Interested eligible Bidders may obtain further information from the County Government of Turkana, Kakuma Municipality Head of Supply Chain Management, Kakuma Municipal Board, email- fsrpturkana@gmail.com and inspect the Bidding document during office hours 0900 to 1700 hours East African Time (EAT) at the address given below:

HEAD OF SUPPLY CHAIN MANAGEMENT

KAKUMA MUNICIPAL BOARD

P.O. BOX 30-30501

KAKUMA

4. The bidding document in English may be viewed, inspected and obtained free of charge by interested eligible Bidders from the County Government of Turkana website www.kakumamunicipality.go.ke or the Public Procurement Information Portal (PPIP) website, https://tenders.go.ke

5. Bids must be delivered to the address below on or before **07th December 2026 at 11:00 Hours EAT.**. Manual Bidding will **not** be permitted. Bidding will be done electronically VIA IFMIS PLATFORM and it will be automatically close on **07th December 2026 at 11:00 Hours EAT.**

6. All Bids must be accompanied by a Bid Security of Kshs **2,720,000.00 and the original to be submitted to the Kakuma Municipality, Head of Supply chain Office.**

7. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful bidder's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the bidding document.

8. The address(es) referred to above is (are):

HEAD OF SUPPLY CHAIN MANAGEMENT

KAKUMA MUNICIPAL BOARD

P.O. BOX 30-30501

KAKUMA

[*Authorized Official (name, designation, Signature and date)*]

Name_____

(*Official of the Kakuma Municipal Board issuing the invitation)*

Designation

Signature

Date

PART1: TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A GENERAL PROVISIONS

1.0 Scope of tender

1.1 The Kakuma Municipal Board 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.

1.2 Throughout this tendering document:

a) The term "inwriting" means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the TDS, distributed or received through the electronic-procurement system used by the Kakuma Municipal Board) with proof of receipt;

b) if the context so requires, "singular" means "plural" and vice versa;

c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Kakuma Municipal Board. It excludes official public holidays.

2.0 Fraud and corruption

2.1 The Kakuma Municipal Board 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 Kakuma Municipal Board 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 Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Kakuma Municipal Board to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Kakuma Municipal Board.

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. To that end, the Kakuma Municipal Board shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all in formation that would in that respect give such firm any unfair competitive advantage over competing firms.

3.0 Eligible tenderers

3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.8, or an individual or any combination of such entities in the form of a joint venture (JV) under an existing agree mentor with the intent to enter in to such an agreement supported by a letter of intent. 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. 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. The maximum number of JV members shall be specified in the **TDS.**

3.2 Public Officers of the Kakuma Municipal Board, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

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

a) Directly or indirectly controls, is controlled by or is under common control with an other tenderer;

b) Receives or has received any director indirect subsidy from another tenderer;

c) Has the same legal representative as an other tenderer;

d) Has a relationship with an other tenderer, directly or through common third parties, that puts it in a position to influence the tender of an other tenderer, or influence the decisions of the Kakuma Municipal Board regarding this tendering process;

e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods or works that are the subject of the tender;

f) Any of its affiliates has been hired (or is proposed to be hired) by the Kakuma Municipal Board as a consultant for Contract implementation;

g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document;

h) Has a close business or personal relationship with senior management or professional staff of the Kakuma Municipal Board who has the ability to influence the bidding process and:

i) Are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or

ii) May be involved in the implementation or supervision of such Contract unless the conflicts temming from such relationship has been resolved in a manner acceptable to the Kakuma Municipal Board throughout the tendering process and execution of the Contract.

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

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

3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. ATenderer 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 sub-contractors or sub-consultants for any part of the Contract including related Services.

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

3.8 A Tenderer that is a state-owned enterprise or a public institution in Kenya may be eligible to tender and be awarded Contract(s) only if it is determined by the Kakuma Municipal Board to meet the following conditions, i.e. if it is:

i) A legal public entity of 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 enterprisetoenableitcompetewithfirmsintheprivatesectoronanequalbasis.

3.9 Firms and individuals shall be ineligible if their countries of origin are:

(a) As a matter of law or official regulations, Kenya prohibits commercial relations with that country;

(b) byanactofcompliancewith a decision of the United Nations Security Council taken under Chapter VII of theCharterof 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 Kakuma Municipal Board, as the Kakuma Municipal Board shall reasonably request.

3.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, local sub-contracts and labor) from citizen 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 Kakuma Municipal Board determine if this condition is met shall be provided for this purpose in *"SECTIONI II - EVALUATION AND QUALIFICATION CRITERIA, Item 9"*.

3.11 Pursuant to the eligibility requirements of ITT 3.10, a tender is considered a foreign tenderer, If it is registered in Kenya and has less than 51 percent ownership by nationals of Kenya and if it does not subcontract to foreign firms or individuals more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms registered in Kenya have less 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

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

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

4.14 A kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4.0 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 ineligible under ITT 3.9. At the Kakuma Municipal Board'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.

5.0 Tenderer's responsibilities

5.1 The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Kakuma Municipal Board 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 and inspect 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 beat the tenderer's

5.3

5.4 own expense.

5.5 The Tenderer and any of its personnel or agents will be granted permission by the Kakuma Municipal Board to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Kakuma Municipal Board again stall 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 examination and inspection.

5.6 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

6.0 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 10.

PART 1: Tendering Procedures
Section I – Instructions toTenderers
Section II – Tender Data Sheet (TDS)
Section III- Evaluation and Qualification
Criteria Section IV – Tendering Forms

PART 2: Works' Requirements
Section V - Bills of Quantities
Section VI - Specifications
Section VII - Drawings

PART 3: Conditions of Contract and Contract Forms
Section VIII - General Conditions (GCC)
Section IX - Special Conditions of Contract
Section X- Contract Forms

6.2 The Invitation to Tender Notice issued by the Kakuma Municipal Board is not part of the Contract documents. Unless obtained directly from the Kakuma Municipal Board, the Kakuma Municipal Board is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of a pre-arranged site visit and those of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 10. Incase of any contradiction, documents obtained directly from the Kakuma Municipal Board shall prevail.

6.3 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.

7.0 Clarification of Tender Document, Site Visit, Pre-tender Meeting

7.1 A Tenderer requiring any clarification of the Tender Document shall contact the Kakuma Municipal Board in writing at the Kakuma Municipal Board's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Kakuma Municipal Board will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS p**rior to the deadline for submission of tenders. The Kakuma Municipal Board shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Kakuma Municipal Board 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 Kakuma Municipal Board shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.

7.2 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Site shall be at the Tenderer's own expense. The Kakuma Municipal Board shall specify in the **TDS** if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.3 The Tenderer is requested to submit any questions in writing, to reach the Kakuma Municipal Board not later than the period specified in the **TDS** before the meeting.

7.4 Minutes of a pre-arranged site visit and those of the pre-tender meeting, 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. Minutes shall not identify the source of the questions asked.

7.5 TheKakuma Municipal Board shall al so promptly publish anonymized (*no names*) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Kakuma Municipal Board exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-arranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.

8.0 Amendment of Tender Documents

8.1 At any time prior to the deadline for submission of Tenders, the Kakuma Municipal Board may amend the Tender Documents by issuing addenda.

8.2 Any addendum issued shall be part of the Tender Documents and shall be communicated in writing to all who have obtained the Tender Documents from the Kakuma Municipal Board. The Kakuma Municipal Board shall also promptly publish the addendum on the Kakuma Municipal Board's website in accordance with ITT 7.5.

8.3 To give Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Kakuma Municipal Board should extend the dead line for the submission of Tenders, pursuant to ITT 22.2.

C. PREPARATION OF TENDERS

9. Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Kakuma Municipal Board shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

10.0 Language of Tender

The Tender, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Kakuma Municipal Board, 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.

11.0 Documents Comprising the Tender

11.1 The Tender shall comprise the following:

a) Form of Tender prepared in accordance with ITT 12;
b) Schedules including priced Bill of Quantities, completed in accordance with ITT 12 and ITT 14;
c) Tender Security or Tender-Securing Declaration, in accordance with ITT 19.1;
d) Alternative Tender, if permissible, in accordance with ITT 13;
e) ***Authorization****:* written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordancewithITT20.3;
f) *Qualifications:* documentary evidence in accordance with ITT 17 establishing the Tenderer's qualifications to per form the Contract if its Tender is accepted;
g) *Conformity:* a technical proposal in accordance with ITT 16;
h) Any other document required in the **TDS.**

11.2 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 JV Agreement. Change of membership and conditions of the JV prior to contract signature will render the tenderliable for disqualification.

12.0 Form of Tender and Schedules

12.1 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 with out 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. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

12.2 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.

13. Alternative Tenders

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

13.2 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.

13.3 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 Kakuma Municipal Board's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Kakuma Municipal Board, 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 Kakuma Municipal Board.

13.4 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.

14.0 Tender Prices and Discounts

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

14.2 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 Kakuma Municipal Board. 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.

14.3 The price to be quoted in the Form of Tender, in accordance with ITT 12.1, shall be the total price of the Tender, including any discounts offered.

14.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 12.1.

14.5 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 incases 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 Kakuma Municipal Board may require the Tenderer to justify its proposed indices and weightings.

14.6 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 14.4, provided the Tenders for all lots (contracts) are opened at the sametime.

14.7 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.

15.0 Currencies of Tender and Payment

15.1 The currency(ies) of the Tender and the currency(ies) of payments shall be the same.

15.2 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) A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya (referred to as "the foreign currency requirements") shall (if so allowed in the **TDS**) indicate in the Appendix to Tender the percentage(s) of the Tender Price (excluding Provisional Sums), needed by the Tenderer for the payment of such foreign currency requirements, limited to no more than two foreign currencies.

b) The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Tenderer in the Appendix to Tender and shall be based on the exchange rate provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening. Such exchange rate shall apply for all foreign payments under the Contract.

15.3 Tenderers may be required by the Kakuma Municipal Board to justify, to the Kakuma Municipal Board's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Tender are reasonable, in which case a detailed break down of the foreign currency requirements shall be provided by Tenderers.

16.0 Documents Comprising the Technical Proposal

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, insufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work's requirements and the completion time.

17.0 Documents Establishing the Eligibility and Qualifications of the Tenderer

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

17.2 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.

17.3 If a marg in of preference applies as specified in accordance with ITT 33.1, nation al tenderers, individually or in joint ventures, applying for eligibility for national preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.

17.4 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 Kakuma Municipal Board, a particular contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Kakuma Municipal Board 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.

17.5 The purpose of the information described **in ITT 17.4** 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 Kakuma Municipal Board as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

17.6 The Tenderer shall provide further documentary proof, information or authorizations that the Kakuma Municipal Board may request in relation to owner ship and control which in formation on any changes to the information which was provided by the tenderer under ITT 6.4. 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.

17.7 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Kakuma Municipal Board. 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 Kakuma Municipal Board.

17.8 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, iftheKakuma Municipal Board is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

17.9 If information submitted by a tenderer pursuant to these requirements, or obtained by the Kakuma Municipal Board (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 bed is qualified from the procurement process,

ii) if the contract has been awarded to that tenderer, the contract award will be set as idepending the outcome of (iii),

iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other person shave committed any criminal offence.

17.10 If a tenderer submits information pursuant to these requirements that is in complete, in accurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 17.8 will ensue unless the tenderer can show to the reasonable satisfaction of the Kakuma Municipal Board 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 tender.

18.0 Period of Validity of Tenders

18.1. 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 Kakuma Municipal Board in accordance with ITT 22). At ender valid for a shorter period shall be rejected by the Kakuma Municipal Board as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Kakuma Municipal Board may requestTendererstoextendtheperiodofvalidityoftheirTenders.Therequestandtheresponsesshallbemadein writing. If a Tender Security is requested in accordance with ITT 19, 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 Tendersecurity.ATenderergrantingtherequestshallnotberequiredorpermittedtomodifyitsTender.

19.0 Tender Security

19.1 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.

19.2 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:

I) cash;

ii) a bank guarantee;

iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority;

(iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya, from a reputable source, and an eligible country.

19.3 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 18.2.

19.4 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 Kakuma Municipal Board as non-responsive.

19.5 If a Tender Security is specified pursuant to ITT 19.1, 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 Kakuma Municipal Board shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

19.6 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.

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

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

b) if the successful Tenderer fails to: -

i) signthe Contract in accordance with ITT47; or

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

19.8 Where tender securing declaration is executed, the Kakuma Municipal Board shall recommend to the PPRA to debars the Tenderer from participating in public procurement as provided in the law.

19.9 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.

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

20.0 Format and Signing of Tender

20.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, 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 origin a landthe copies, the original shall prevail.

20.2 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.

20.3 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.

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

20.5 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

21.0 Sealing and Marking of Tenders

21.1 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 Kakuma Municipal Board 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 a nenvelope or package or container marked “COPIES”, all required copies of the Tender; and
c) if alternative Tenders are permitted in accordance with ITT 13, 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 Kakuma Municipal Board,
b) bear the name and address of the Tenderer; and
c) bear the name and Reference number of the Tender.

21.2 If an envelope or package or container is not sealed and marked as required, the *Kakuma Municipal Board* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

22.0 Deadline for Submission of Tenders

22.1 Tenders must be received by the Kakuma Municipal Board 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**.

22.2 The Kakuma Municipal Board may, at its discretion, extend the deadline for the submission of Tenders by amending the TenderDocumentsinaccordance with ITT 8, in which case all rights and obligations of the Kakuma Municipal Board and Tenderers previously subject to the deadline shall there after be subject to the deadline as extended.

23.0 Late Tenders

The Kakuma Municipal Board shall not consider any Tender that arrives after the deadline for submissionof tenders, in accordance with ITT 22. Any Tender received by the Kakuma Municipal Board after the deadline for submission of Tenders shall be declared late, rejected, and returned un-opened to the Tenderer.

24.0 Withdrawal, Substitution, and Modification of Tenders

24.1 A Tenderer may withdraw, substitute, or modify its Tenderafterith as 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 20.3, (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 20 and ITT 21 (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 Kakuma Municipal Board prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

24.2 Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.

24.3 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.

25. Tender Opening

25.1 Except in the cases specified in ITT 23 and ITT 24.2, the Kakuma Municipal Board 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 22.1, shall be as specified in the **TDS.**

252 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.

25.3 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.

25.4 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 authorizationtorequestthemodificationandisreadoutatTenderopening.

25.5 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 Kakuma Municipal Board may consider appropriate.

25.6 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 Bill of Quantities (to be decided on by the tender opening committee) are to be initialed by the members of the tender opening committee attending the opening.

25.7 At the Tender Opening, the Kakuma Municipal Boards hall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).

25.8 The Kakuma Municipal Board shall prepare minutes of the Tender Opening that shall include, as a minimum: -

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

25.9 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.

E. EVALUATION AND COMPARISON OF TENDERS

26. Confidentiality

26.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderersorany 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 43.

26.2 Any effort by a Tenderer to influence the Kakuma Municipal Board in the evaluation of the Tenders or Contract award decisions may result in the rejection of its tender.

26.3 Not withstanding ITT 26.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Kakuma Municipal Board on any matter related to the tendering process, it shall do so in writing.

27.0 Clarification of Tenders

27.1 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Kakuma Municipal Board may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for aresponse. Any clarification submitted by a tenderer that is not in response to a request by the Kakuma Municipal Board shallnot be considered. The Kakuma Municipal Board'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 Kakuma Municipal Board in the evaluation of the tenders, in accordance with ITT 31.

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

28.0 Deviations, Reservations, and Omissions

28.1 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.

29.0 Determination of Responsiveness

29.1 The Kakuma Municipal Board's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 11.

29.2 A substantially responsive Tender is one that meets the requirements of the Tender document withoutmaterial deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:

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

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

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

29.3 The Kakuma Municipal Board shall examine the technical aspects of the tender submitted in accordance with ITT 16, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

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

30.0 Non-material Non-conformities

30.1 Provided that a tender is substantially responsive, the Kakuma Municipal Board may waive any non-conformities in the tender.

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

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

31.0 Arithmetical Errors

31.1 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.

31.2 Provided that the Tender is substantially responsive, the Kakuma Municipal Board 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 disqualificationofthetenderasnon-responsive.

b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bidpriceshallbe 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

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

32.0 Conversion to Single Currency

For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in to a single currency asspecified in the **TDS**.

33.0 Margin of Preference and Reservations

33.1 A margin of preference may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.

33.2 A margin of preference shall not be allowed unless it is specified so in the **TDS**.

33.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 33.4.

33.4 Where it is intended to reserve a contract to as pecific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a Kakuma Municipal Board shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

34.0 Nominated Subcontractors

34.1 Unless otherwise stated in the **TDS,** the Kakuma Municipal Board does not intend to execute any specific elements of the Works by subcontractors selected/nominated by the Kakuma Municipal Board. Incase the ProcuringEntity nominates a subcontractor, the subcontract agreement shall be signed by the Subcontractor and the Kakuma Municipal Board. The main contract shall specify the working arrangements between the main contractor and the nominated subcontractor.

34.2 Tenderers may propose sub-contracting 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.

34.3 Domestic 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 so by the Kakuma Municipal Board in the **TDS** a scan be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractorsproposed by the Tenderer may be added to the qualifications of the Tenderer.

35. Evaluation of Tenders

35.1 TheKakuma Municipal Board 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 Kakuma Municipal Board shall determine theLowest Evaluated Tender in accordance with ITT 40.

352 To evaluate a Tender, the Kakuma Municipal Board shall consider the following:

a) priceadjustment in accordance with ITT 31.1 (iii); excluding provisional sums and contingencies, if any, but including Daywork items, where priced competitively;

b) price adjustment due to discounts offered in accordance with ITT 14.4;

c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 32;

d) pricea djustment due to quantifiable non materialnon-conformities in accordance with ITT 30.3; and

e) any additional evaluation factors specified in the **TDS** and Section III, Evaluation and Qualification Criteria.

353 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 consideredin Tender evaluation.

354 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers base done lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts,

tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36.0 Comparison of tenders

The Kakuma Municipal Board shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37.0 Abnormally low tenders and abnormally high tenders

Abnormally LowTenders

37.1 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 Tenderersis compromised.

37.2 In the event of identification of a potentially Abnormally Low Tender, the Kakuma Municipal Board 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 otherrequirements of the Tender document.

37.3 After evaluation of the price analyses, in the event that the Kakuma Municipal Board determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Kakuma Municipal Board shall reject the Tender.

Abnormally high tenders

37.4 Anabnormally high tender 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 Kakuma Municipal Board is concerned that it (the Kakuma Municipal Board) 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.

37.5 Incase of a nab normally high price, the Kakuma Municipal Board 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 Kakuma Municipal Board may also seek written clarification from the tenderer on the reason for the high tender price. The Kakuma Municipal Board shall proceed as follows:

i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Kakuma Municipal Board may accept or not a ccept the tender depending on the Kakuma Municipal Board's budget considerations.

ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Kakuma Municipal Board 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.

37.6 If the Kakuma Municipal Board 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 Kakuma Municipal Board shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38.0 Unbalanced and/ or front-loaded tenders

38.1 If in the Kakuma Municipal Board's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or frontloaded, the Kakuma Municipal Board 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.

38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Kakuma Municipal Board may as appropriate:

a) accept theTender;

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;

c) agree on a payment mode that eliminates the inherent risk of the Kakuma Municipal Board paying too much for undelivered works;

d) reject the Tender,

39.0 Qualifications of the tenderer

39.1 The Kakuma Municipal Board 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.

39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17. 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 Sub-contractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.

39.3 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 ProcuringEntityshallproceedto 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.

40.0 Lowest evaluated tender

Having compared the evaluated prices of Tenders, the Kakuma Municipal Board shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

a) Mostresponsive to the Tender document; and

b) the lowest evaluated price.

41.0 Kakuma Municipal Board's right to accept any tender, and to reject any or all tenders.

The Kakuma Municipal Board 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 there by incurring any liability to Tenderers. Incase of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. AWARD OF CONTRACT

42.0 Award criteria

The Kakuma Municipal Board shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

43.0 Notice of Intention to Enter into a Contract/Notification of Award

Uponaward of the contract and Prior to the expiry of the Tender Validity Period the Kakuma Municipal Board 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) instruction son how to request a debriefing and/ or submit a complaint during the stand still period;

44.0 Stand still Period

44.1 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.

44.2 Where a Standstill Period applies, it shall commence when the Kakuma Municipal Board has transmitted to each Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

45.0 Debriefing by The Kakuma Municipal Board

45.1 On receipt of the Kakuma Municipal Board's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Kakuma Municipal Board for a debriefing on specific issues or concerns regarding their tender. The Kakuma Municipal Board shall provide the debriefing within five days of receipt of the request.

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

46.0 Letter of Award

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 with in the Standstill Period, the Kakuma Municipal Board 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.

47.0 Signing of Contract

47.1 Upon the expiry of the fourteen days of the Notification of Intention to enter in to contract and upon the parties meeting their respective statutory requirements, the Kakuma Municipal Board shall send the successful Tenderer the Contract Agreement.

47.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and returnittotheProcuringEntity.

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

48.0 Performance Security

48.1 Within twenty-one (21) days of the receipt of the Letter of Award from the Kakuma Municipal Board, 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 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Kakuma Municipal Board. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Kakuma Municipal Board has agreed in writing that a correspondent bank is not required.

48.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and otherdocuments 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 Kakuma Municipal Board may award the Contract to the Tenderer offering the next Best Evaluated Tender.

48.3 Performance security shall not be required for contracts estimated to cost less than the amount specified inthe Regulations.

49.0 Publication of Procurement Contract

Within fourteen days after signing the contract, the Kakuma Municipal Board 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 Kakuma Municipal Board;
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 readout at Tender opening.

50.0 Procurement related Complaints and Administrative Review

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

50.2 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.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	The name of the contract is **The Proposed Construction of Kakuma Municipality Fire Station and Supply of Fire Engine** The reference number of the Contract Is TCG/KKM / 07 / 2026-2027
ITT 2.4	The Information made available on competing firms is as follows:
ITT 2.4	The firms that provided consulting services for the contract being tendered for is: **Arican Group Limited.**
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: ***Nil***
B. Contents of Tender Document	
ITT 7.1	(i) The Tenderer will submit any request for clarifications in writing at the Address **Head of Supply Chain Management** **Kakuma Municipal Board** **P.O. Box 30-30501** **Kakuma** to reach the Kakuma Municipal Board not later than 7 days (ii) The Kakuma Municipal Board shall publish its response at the website www.kakumamunicipality.go.ke
ITT 7.2	(A) A pre-arranged pretender site visit *[insert "shall" or "shall not"]* take place at the following date, time and place: Date: _____ Time: _____ Place: _____ (B) Pre-Tender meeting *[insert "shall" or "shall not"]* take place at the following date, time and place: Date: _____ Time: _____ Place: _____
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Kakuma Municipal Board not later than 7 days before the meeting.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 7.5	The Kakuma Municipal Board's website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published is www.kakumamunicipality.go.ke
ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Kakuma Municipal Board's address is: (1) Name of Kakuma Municipal Board ---------- (2) Physical address for hand Courier Delivery to an office or Tender Box (City, Street, Building, Floor Number and Room) ---------- (3) Postal Address ---------- (4) Insert name, telephone number and e-mail address of the officer to be contacted. ----------
C. Preparation of Tenders	
ITT 11.1 (h)	The Tenderer shall submit the following additional documents in its Tender: *[list any additional document not already listed in ITT 11.1 that must be submitted with the Tender. The list of additional documents should include the following:]*
ITT 13.1	Alternative Tenders *shall not be* considered.
ITT 13.2	Alternative times for completion *shall not be* permitted.
ITT 13.4	No alternative technical solutions shall be permitted for the following parts of the Works
ITT 14.5	The prices quoted by the Tenderer shall be *fixed and not subjected to any adjustments*
ITT 15.2 (a)	Foreign currency requirements **not allowed.**
ITT 18.1	The Tender validity period shall be **182 days.**
ITT 18.3	(a) The Number of days beyond the expiry of the initial tender validity period will be **180 days.**
ITT 19.1	Tender shall provide **a Tender-Securing Declaration or a Tender Security** *(select one)* The type of Tender security shall be **Kshs 2,720,000.00**
ITT 20.1	In addition to the original of the Tender, the number of copies is One original and Two copies
D. Submission and Opening of Tenders	
ITT 22.1	(A) For Tender submission purposes only, the Kakuma Municipal Board's address is: (1) Name of Kakuma Municipal Board (2) Postal Address **Head of Supply Chain Management** **Kakuma Municipal Board** **P.O. Box 30-30501** **Kakuma** (3) Physical address for hand Courier Delivery to an office or Tender Box (4) Deadline Date and time for submission : 07th December 2026 at 11:00 a.m (5) Tenderers shall **bid** tenders electronically.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 25.1	The Tender opening shall take place at the time and the address for Opening of Tenders provided below: (1) Name of Kakuma Municipal Board (2) Physical address for hand Courier Delivery to an office or Tender Box (3) Deadline Date and time for submission of Tenders: 07h December 2026 at 11:00 a.m

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1.0 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..

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 is to be converted) was originally established.

b) Value of single contract - Exchange rate prevailing on the date of the contract signature.

(c) Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Kakuma Municipal Board.

1.3 EVALUATION AND CONTRACT AWARD CRITERIA

TheKakuma Municipal Board 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.

2.0 PRELIMINARY EXAMINATION FOR DETERMINATION OF RESPONSIVENESS Preliminary examination for Determination of Responsiveness

The Kakuma Municipal Board 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.

3.0 TENDER EVALUATION (ITT 35)

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

(i) No alternative Completion Times

(ii) No alternative Technical Solutions for specified parts of the Works

4.0 MULTIPLE CONTRACTS

4.1 No multiple contracts will be permitted in accordance with ITT 35.4.

5.0 MARGIN OF PREFERENCE

5.1 If the TDS so specifies, the Kakuma Municipal Board will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of share holding of Kenyan citizensis less than fifty- one percent (51%).

5.2 Contractors 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 Kakuma Municipal Board, a particular contractor or group of contractors qualifies for a margin of preference.

5.3 After Tenders have been received and reviewed by the Kakuma Municipal Board, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:

i) *Group A:* tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).

ii) *Group B:* tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).

5.4 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award of contract. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 6.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected foraward. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

7. Post qualification and Contract ward (ITT 39), more specifically,

a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.

b) Incase the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.

i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings **50,000,000.00**

ii) Minimum average annual construction turnover of Kenya Shillings **100,000,000.00** equivalent calculated as total certified payments received for contracts in progress and/or completed within the last **5 years.**

iii) Atleast Three of contract(s) of a similar nature executed within Kenya, or the East African Community or a broad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings **150,000,000.00** or equivalent.

iv) Contractor's Representative and Key Personnel, which are specified as_____

Contractors key equipment

iv) Other conditions depending on their seriousness.

a) **History of non-performing contracts**:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last 3 Years. The required information shall be furnished in the appropriate form.

b) Pending Litigation

Financialpositionandprospectivelong-termprofit ability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) LitigationHistory

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last **3 Years**. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or on going unde rits execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

QUALIFICATION FORM*

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

1	2	3	*4*	*5*
Item No.	**Qualification Subject**	**Qualification Requirement**	***Document To be Completed by Tenderer***	***For Kakuma Municipal Board's Use (Qualification met or Not Met)***
		Shillings *[insert amount]* equivalent for the subject contract(s) net of the Tenderer's other commitments. (ii) The Tenderers shall also demonstrate, to the satisfaction of the Kakuma Municipal Board, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. (iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Kakuma Municipal Board, for the last *[insert number of years]* years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.		
12	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings **100,000,000.00** equivalent calculated as total certified payments received for contracts in progress and/or completed within the last *3* years, divided by *[insert number of years]* years	Form FIN – 3.2	
13	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last *[insert number of years]* years, starting 1st January *[insert year]*.	Form EXP – 4.1	
14	Specific Construction & Contract Management Experience	A minimum number of *[state the number]* similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January [*insert year*] and tender submission deadline i.e. …. (number) contracts, each of minimum value Kenya shillings…….....equivalent. [*In case the Works are to be tender as individual contracts under multiple contract procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options mentioned in ITT 35.4]*	Form EXP 4.2(a)	

1	2	3	*4*	*5*
Item No.	**Qualification Subject**	**Qualification Requirement**	***Document To be Completed by Tenderer***	***For Kakuma Municipal Board's Use (Qualification met or Not Met)***
		The similarity of the contracts shall be based on the following: [*Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITT 34.3]*		

TENDER EVALUATION CRITERIA FOR FIRE STATION AND SUPPLY OF FIRE ENGINE

A. PRELIMINARY EVALUATION				
Item No.	**Qualification Subject**	**Qualification Requirement**	***Document To be Completed/Provided by Tenderer***	***For Procuring Entity's Use (Qualification met or Not Met)***(YES/NO)
1.	Company registration	The Tenderer to provide certificate of Incorporation duly stamped and certified by the commissioner of oaths. The company should not have been incorporated less than 5 years ago from the date of this tender closure	• ***Duly certified Certificate of incorporation by the commissioner of oaths***	
2	Company directors	The tenderer to provide a copy of CR12 clearly outlining the directors' names and shares. CR12 must be certified by the commissioner of oaths. CR12 Should be at most six months from the date of the closing of this tender. The tenderer to provide colored copies for IDs for the company directors	• ***Duly certified CR12 by the commissioner of oaths and issued at least six months before tender closure.*** • ***Colored ID copies for the company Directors***	

3	Tax Obligations for Tenderers	Has produced a current tax compliance certificate or tax exemption certificate issued by Kenya Revenue Authority.	• ***Provide Valid Tax Compliance Certificate***	
4	Business permit	The tenderer to provide a valid Single Business permit from any County in Kenya	• ***Valid Single Business permit from any county in Kenya***	
5	Form of tender	The tenderer should prepare, fill, sign and stamp the form of tender in the prescribed format	• ***Dully completed (Signed&stamped) form of tender***	
6	Confidential Business Questionnaire	The tenderer should fill, sign and stamp the confidential Business Questionnaire in the prescribed format	• ***Dully completed (Signed& stamped) confidential Business Questionnaire***	
7	Corruption Or Fraudulent pratices	Tenderer will not engage in any corrupt or fraudulent practices	• Dullycompleted (signed&stamped)SD2	
8	PPRA Eligibility/Debarment	Not having been declared ineligible/debarred by the PPRA	• Dullycompleted(signed&stamped)SD1	
9	Code of Ethics	Tenderer declaration and commitment to the code of Ethics	• Dullycompleted (signed&stamped)SD3	

10	Litigation History	Litigation history of court/arbitral award decisions against the Tenderer since **1st January 2025**	• Form CON – 1	
11	Declaration of Knowledge of Site	Attend Pre-Tender Site Visits as per TDS, ITT 8.1 Th document will be issued onsite by Kakuma Municipal on th day of site visit.	• Provide a copy for ity pre-tender site visit certificate	

NOTE: A site visit certificate will be issued to a firm whose a gent:

1. is registered with EBK and with a valid practising

licence as P.E or certificate of Good standing as G.E.

	/Pre-Bid Conference	2. duly appointed by the firm via a letter duly signed and stamped bearing the firm letter head and logo		
12	Tender Security	Provide a tender security of Ksh. 1,900,000 from a reputable Bank	• Original Tender Security	
13	Priced Bill of Quantities	- Fill all rates, and amounts, - NO Alterations of the Quantities accepted, - All bidders own Corrections must be Countersigned - NO Errors noted in the Bills of Quantities	• Bills of Quantity in the Prescribed Format	
14	Certificate and Annual Practicing License with the National Construction Authority	Proof of registration with the National Construction Authority in Class 4 and above **in** Buildings Category	• Valid Copy of Current NCA4 or above certificate in buildings • Valid Annual Practicing License for NCA4 or above in buildings	
15	Serialization of the Bid	Bidders shall sequentially serialize all pages of each tender submitted. Any written Pages or document attached or inserted Documents MUST be sequentially serialized.	• The Serialization MUST be numerically sequential starting from Numeric 1.	

16	Completeness of tender document	The person or persons signing the bid shall initialize all pages of the bid where entries have been made. Bidders shall own all alterations made to the tender document. All forms provided in tender document MUST be dully filled, signed and stamped.	• All pages with entries (Typed or hand written) must be initialed. Any alterations made in the tender document must be countersigned. • All forms Filled, signed and stamped.	
The tenderer who is responsive and meets all preliminary requirements proceeds to technical evaluation. bidder who does not meet any of the mandatory requirements will not be subjected to further evaluation				

B. TECHNICAL EVALUATION				
Item No.	**Qualification Requirement**	**Qualification Subject**	***Document To be Completed/Provided by Tenderer***	**SCORES**
1.	**Financial Capabilities** a) Financial audit statements	(i) Bidders shall provide audited balance sheet or other financial statements acceptable to the Procuring Entity, for the last 3 years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability (as demonstrated by Financial Evaluation ratios).	Form FIN – 3.1, with attachments ***Attachments include: i. Audited accounts All pages must be initialed and stamped by both a practicing Auditor registered with ICPAK and one of the Directors. Auditor's practicing membership number from ICPAK must be indicated and a valid practicing license shall be provided.***	**Total: 25 MARKS** 6mks (2mks for each annual audit statement)
	b) Financial ratios		***The Financial ratio Form to be signed by the Auditor registered with ICPAK and one of the Directors*** ***Financial Ratios*** Computation shall be	

	c) Access/availability of Working capital	(ii)The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of equivalent to **Kshs. 100,000,000.00** (In case of JV, Domestic partner to provide a line of credit or capacity of cash flow requirement of **Kshs.100,000,000** (ii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last *3* years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability. In case of a JV, both partners are required to submit financial statements)	made for the following Ratios and marks awarded to each of the ratios: - Working Capital - Debt to Equity Ratio - Current ratio - Operating Cash Flow ratio • ***Line of Credit from reputable bank to access atleast ksh. 80,000,000/= of credit.*** • ***Last two years Bank statements indicating stable cash flows and at least a current balance of Ksh. 30,000,000/=***	4mks (1mk for each ratio) 5mks 5mks
	d) Average Annual Construction Turnover	Minimum average annual construction turnover of **Kenya Shillings 300,000,000.00**, equivalent calculated as total certified payments received for	Form FIN – 3.2 ***Attachments include Financial Statements***	**5mks**

		contracts in progress and/or completed within the last 3 years, divided by 1 year.(In case of JV, the domestic partner is required to demonstrate the Average Annual Turnover of **Kshs.150,000,000** for the same period**)**		

2.	**Experience** a) General Construction Experience	General Experience under other construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last 10 years, starting 1st January *2016.* Grading shall be based on general projects handled. Five projects and above earns maximum points and prorated downwards (In case of JV, the above requirement shall be coowned)). The projects under consideration should not value less than Ksh. 50,000,000/=	Form EXP – 4.1 ***Attach at least 5No. Letters of Award/P.Os/contract Agreements and respective Completion Certificates for the awarded contracts***	**Total: 30Marks:** 10Mks (Award 2mks for each award/agreement/P.O with respective completion certificate/taking over certificate)

	b) Specific Experience	the tenderer must have the following experience in building and at least 1 supply of fire engine A minimum number of 4 similar contracts specified below and supply of a fire engine that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January 2016 and tender submission deadline i.e. …. (Number)	Form EXP 4.2(a) &(b) ***Provide at least 4No. Letters of Award/agreement/P.Os and Completion Certificates/taking over certificates*** ***Provide at least 1No.Award letter/agreement/P.O and delivery for supply of a fire engine*** ***For subcontracted works, the bidder should provide the following;***	20Mks (Award 4mks for each award/agreement/P.O with respective completion certificate/taking over certifica te) 4mks for award/P.O/Agreement

		contracts, each of minimum value **Kenya shillings 50 Million**. Equivalent. (In case of JV, combine parties will be required to attain the above requirement). [*In case the Works are to be tender as individual contracts under multiple contract procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options mentioned in ITT 35.4]* The similarity of the contracts shall be based on the following: [*Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITT 34.3]*	• ***Award letter of the main contractor*** • ***Award letter of the subcontract.*** • ***Completion letter of the subcontract.*** • ***Subcontract approval from the Engineer/supervision n Authority***	for supply and delivery of a fire engine, with S13 as a prove of delivery.
3.	**Contractor's Representative and Key Personnel**	Curriculum Vitae (CVs) of the Proposed Key Staff must be presented in the provided format and duly signed by the proposed individual. Copies of certificates and Annual Practicing Licenses (for Engineers) and Academic Certificates for all staff is mandatory.	Schedule F (Form PER. 1 and PER. 2)	**Total Marks: 20 mks**

Item No.	Qualification Requirement 3. KEY PERSONNEL (20 M	Qualification Subject S)	*Document To be Completed/Provided by Tenderer*	*Max score)*	*For Procuring Entity's Use (Qualification score*
	Site Agent (Max 5marks)	Registration & Qualification	Registered Architect/Engineer Degree (BSc. Civil or BSc. Architecture) holder	2	
		Relevant experience	15 years and above	3	
			7-14years	2	
			3-6 years	1	
			0-3years	0.5	
	Automotive Engineer Personnel above earn Max. 3marks	Registration	Registered Engineer	1	
		Qualification	Degree (Bsc. Mechanical)	1	
		Relevant experience	10 years and above	1	
			6-9years	0.5	
			3-5 years	0.5	
			0-3years	0.5	
	Structural Engineer Personnel above earn Max 3Mks	Registration	Registered Engineer	1	
		Qualification	Degree (Bsc Civil/structural)	1	
		Relevant experience	10 years and above	1	
			6-9years	0.5	
			3-5 years	0.5	

			0-3years	0.5	
	Quant ty Surveyor (Max 2marks)	Qualification	Degree (Q. Surveying)	1	
			HND	1	
		Relevant experience	10 years and above	1	
			6-9years	0.5	
			3-5 years	0.5	
			0-3years	0.5	
	Electircal Engineer (Max 2marks)	Qualification	Degree (Elec. Engineering)	1	
			Diploma (Elec. Eng.)	0.5	
		Relevant experience	15 years and above	1.0	
			7-14years	1.0	
			3-6 years	0.5	
	Foreman (Max 2marks)	Qualification	Degree (Civil)	1	
			HND	0.5	
		Relevant experience	10 years and above	1	
			6-9years	0.5	
			3-5 years	0.5	
			0-3years	0.5	

			Degree in Environmental related studies	1	
	Environmenta l ,Health	Qualification			
		Relevant experience	10 years and above	1	
			7-9years	0.5	
			3-5 years	0.5	

	and Safety Specialist/Officer (Max 3marks)		0-3years	0.5
		Registration	NEMA registered	1.0

4. EQUIPMENT Total: 15 Marks

Item No.	Qualification Subject	Qualification Requirement		
8	Contractors key equipment	• Bidders shall declare they have possession/Ownership of various equipment as proposed to be used in the Project by providing Logbooks that demonstrate proof of ownership. • For Bidders planning to hire, they shall provide an Active Lease Agreement in Place that can be used during the Project Life. The copy of logbooks of the lessor(s) shall also be provided.	Schedule D of Technical Proposal	**15Marks**

			Main Scope of Works of Tender	**Main Equipment**	**Quantity (No) (Minimum)**	**Marks (Score)**		**No. of Equipment to be made available for the Contract by the Bidder**
						FOR Equipment Owned by the Bidder	**For Equipment to be hired/ leased the Bidder**	
			Compactors	**a) Compactors**				
				Vibrating compaction plate 300 mm wide	0			

				Vibrating compaction plate 600 mm wide (plate compactors)	1	2	1
				A) Single/ double drum compactor (1 to 3 tonnes)	1	2	1
			b) Concrete Equipment				
			Mobile concrete mixers	1	2	1	
			Truck mounted mixers	0			
			Concrete vibrators	1			
			f) Transport (Tippers, dumpers, water tankers)				
			4X2 tippers payload 7 – 12 tonnes	0	8	4	
			6X4 tippers payload 16 – 20 tonnes	0			
			8X4 tippers payload 16 – 20 tonnes	0			
			van, landcruiser, hillux	1			
			Dump trucks/tippers	5			
			Lorries	1			
			Water tankers (18,000 – 20,000 lts. capacity)	1			
			h) Excavators/Backhoe				
			Hydraulic crawler mounted (7 – 10 tonnes) – 0.25 – 0.4 m3 SAE bucket.	1	2	1	

5.	**PROPOSED METHODOLOGY**	Adequacy and quality of the proposed methodology	a) **Technical approach and methodology** • Provide a detailed Work Methodology for construction works and supply of engine • Provide a Methodology on safety during the construction period • Provide a specific Quality Management Plan, fire engine training and maintenance program. **b) Work plan/ Program of Works (PoW)** • PoW Resourced with Equipment Min. allocation pursuant to the ***Schedule E of Technical Proposal*** – To be submitted in A3 Size Paper well legible Fonts • PoW captures Monthly outputs for each activity • PoW details BoQ Quantities, Units and Rates • PoW is superimposed with Cash flow Projections as detailed in **Schedule A** of the technical proposalTotal: 10 Marks 4.5mks	4mks

			c) Site Organization and staffing (Schedule B of Technical proposal)	1.5mk
Tenderers who score less than the required pass (70%) will be automatically disqualified. Tenderers who attain 70% Marks and above for the technical evaluation will be evaluated further as per section III subsection 1.3.				
C. FINANCIAL EVALUATION: The lowest evaluated bidder may be subjected to Financial Evaluation which include but not limited to sensitivity analysis of the rates and meeting requirements of TDS –ITT 37.5				
D. POST QUALIFICATION: The procuring entity may verify the documents provided by the bidder with the issuing authority and perform workload analysis in regard to other ongoing/incomplete projects by the tenderer.				

Appendix to Qualification Criteria

ITEM	DESCRIPTION		POINT SCORE SCALE
1	**FINANCIAL CAPACITY**		**Max 25**
	Audited Statements		0-6
	Computation of Financial Ratios		0-4
	Working capital and access to credit		0-10
	Turnover		0-5
2	**EXPERIENCE**		**Max 30**
	General Experience		0-10
	Specific experience in related works		0-20
3	**KEY PERSONNEL**		**Max 20**
4	**PLANT AND EQUIPMENT**		**Max 15**
	Relevant Equipment (As Detailed in Schedule D)	Owned (Max 15marks)	0-15
		100% Leased (Max 8 marks)	0-8
5	**PROGRAM OF WORKS AND WORK METHODOLOGY**		**Max 10**
5a	Construction Work Methodology and	Provided a detailed Construction Work and fire engine supply Methodology	0-1.5
	Management	Provided a Methodology on safety during the construction period	0-1.5
		Provided a specific Quality management plan, fire engine training and maintenance program.	0-1.5

5b	Program of Works	PoW Resourced with Equipment-Min. allocation pursuant to the Schedule E of Technical Proposal - – To be submitted in A3 Size Paper well legible Fonts	0-1
		PoW captures Monthly outputs for each activity	0-1
		PoW details BoQ Quantities, Units and Rates	0-1
		PoW and Cash flow Projections as detailed in Schedule A of the technical proposal	0-1
5c	**Organization and staffing** (Schedule B of Technical proposal) Equivalent of Site Base facilities		0-1.5
	TOTAL		**MAX 100**

Tenderers who score less than the required pass (70%) will be automatically disqualified. Tenderers who attain 70% Marks and above for the technical evaluation will be evaluated further as per section III subsection 1.3 and if need be, the employer has a prerogative to conduct due diligence as per PPAD ACT, 2015 Section 83 before intent to award or awarding letter served to the responsive bidder.

SECTION IV - TENDERING FORMS

QUALIFICATION FORMS

1. FOREIGN TENDERERS 40%RULE

Pursuant to ITT 3.9, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			

2. FORMEQU: EQUIPMENT

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

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

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

3. FORM PER -1

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

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

4. FORM PER - 2:

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

Name of Tenderer

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

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

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

Declaration

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

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

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

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

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

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

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

5. 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.

5.1 FORM ELI -1.1

Tenderer InformationForm

Date:_____

ITT No. and title:_____

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

FORM ELI -1.2

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

Date:_____

ITT No. andtitle:_____

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Kakuma Municipal Board, in accordance with ITT 3.5. 2. Included are the organizational chart and a list of Board of Directors.

53 **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			
☐ Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1. ☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1 ☐ Contract(s) withdrawn since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	**Non- performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Kakuma Municipal Board: *[insert full name]* Address of Kakuma Municipal Board: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3. ☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)**
		Contract Identification: _____ Name of Kakuma Municipal Board: _____ Address of Kakuma Municipal Board: _____ Matter in dispute: _____ Party who initiated the dispute: ___ Status of dispute: _____	
		Contract Identification: Name of Kakuma Municipal Board: Address of Kakuma Municipal Board: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. ☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Kakuma Municipal Board: *[insert full name]* Address of Kakuma Municipal Board: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Kakuma Municipal Board" or "Contractor"]* Reason(s) for Litigation and award decision *[indicate main reason(s)]*	*[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.

5.4 FORM FIN – 3.1:

Financial Situation and Performance

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

5.4.1. Financial Data

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

*Refer to ITT 15 for the exchange rate

5.4.2 Sources of Finance

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

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

5.4.3 Financial documents

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

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

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

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

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

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

[1] If the most recent

55 **FORM FIN – 3.2:**

Average Annual Construction Turnover

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

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

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

5.6 FORM FIN – 3.3:

Financial Resources

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

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

5.7 FORM FIN – 3.4:

Current Contract Commitments / Works in Progress

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

Current Contract Commitments					
No.	**Name of Contract**	**Kakuma Municipal Board's Contact Address, Tel,**	**Value of Outstanding Work [Current Kenya Shilling /month Equivalent]**	**Estimated Completion Date**	**Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month)]**
1					
2					
3					
4					
5					

FORM EXP - 4.1

General Construction Experience

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

Page _____of _____pages

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

5.9 FORM EXP - 4.2(a)

Specific Construction and Contract Management Experience

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

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

5.9 FORM EXP - 4.2(a)

Specific Construction and Contract Management Experience

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

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

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

Specific Construction and Contract Management Experience (cont.)

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

5.10 FORM EXP - 4.2(b)

Construction Experience in Key Activities

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

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

1. Key Activity No One: _

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

[2] If applicable

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

2. Activity No. Two
3. ……

OTHER FORMS

6. FORM OF TENDER

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

INSTRUCTIONS TO TENDERERS

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

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

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

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

To..... *[Insert complete name of Kakuma Municipal Board]*

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

To: *[insert complete name of Kakuma Municipal Board]*

Dear Sirs,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum[3] of Kenya Shillings [*[Amount in figures]* _____Kenya Shillings *[amount in words]*_____

   The above amount includes foreign currency[4] amount (s) of [*state figure or a percentage and currency*] [figures]_____[words] _____
   _____

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Architect notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.

3. We agree to adhereby this tender until_____*[Insert date],* and it shall remain binding upon us and may be accepted at any time before that date.

4. We understand that you are not bound to accept the lowest or any tender you may receive.

5. We, the under signed, further declare that:

   i) No reservations: We have examined and have no reservations to the tender document, including Addenda issuedinaccordance with ITT 28;

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

[3] *This sum should be carried forward from the Summary of the Bills of Quantities.*

[4] *The percentage quoted above should not include provisional sums, and not more than two foreign currencies are allowed.*

and 4;

iii) Tender - Securing Declaration: We have not been suspended nor declared ineligible by the Kakuma Municipal Board based on execution of a Tender-Securing or Proposal-Securing Declaration in the Kakuma Municipal Board's Country in accordance with ITT 19.8;

iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works];*

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

vi Option 1, incase of one lot: Total priceis: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies*]; or

Option2, in case of multiple lots:

(a) Total price of each lot [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and

(b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

vii) Discounts: The discounts offered and the methodology for their application are:

viii) The discounts offered are: [*Specify in detail each discount offered.*]

ix) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

xi) Performance Security: If our Tender is accepted, we commit to obtaina Performance Security in accordance with the Tendering document;

xii) One Tender Per Tender: Weare 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 sub-contractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;

xiii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.

xiv) State-owned enterprise or institution: [*select the appropriate option and delete the other*] [*We are not a state- owned enterprise or institution*]/[*We are a state-owned enterprise or institution but meet the requirements of ITT3.8*];

xv) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

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

xvi) Binding Contract: We understand that this Tender, together with your written acceptance there of included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

xvii) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;

xviii) Fraud and Corruption: We here by certify that we have taken steps to ensure that no personacting for us or on our behalf engages in any type of Fraud and Corruption; and

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

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

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

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

a) Tenderer's Eligibility; Confidential Business Questionnaire - to establish we are no tin any conflict to interest.

(b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.

(a) Self-Declarationo f the Tenderer - to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

(d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

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

Name of the person duly authorized to sign the 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_____dayof_____,_____

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

(a) Tenderer'sdetails

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

General and Specific Details

(b) Sole Proprietor, provide the following details.

Name in full_____Age_____
Nationality_____Country of Origin_____
Citizenship_____

(c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) Registered Company, provide the following details.

I) Private or public Company _____

ii) State the nominal and issued capital of the Company_____

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

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) DISCLOSURE OF INTEREST - Interest of the Firm in the Kakuma Municipal Board.

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

If yes, provide details as follows.

	Names of Person	Designation in the Kakuma Municipal Board	Interest or Relationship with Tenderer
1			
2			
3			

(i) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Kakuma Municipal Board regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-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 Kakuma		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	Municipal Board 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 Kakuma Municipal Board 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 Kakuma Municipal Board throughout the tendering process and execution of the Contract.		

Certification

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

Full Name_____

Titleor Designation_____

_____ _____

(Signature) *(Date)*

b) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the_____ _____*[Name of Kakuma Municipal Board]* 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:

Icertify, on behalf of_____*[NameofTenderer]*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. Iamthe 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. TheTenderer 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) theTenderer 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. Inparticular, 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 intentiono r 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 pursuan tto 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 toparagraph(5)(b) above;

8. Thetermsofthe 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, whichevercomesfirst, unless otherwise required byl aw 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/Direct or 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 Kakuma Municipal Board)* 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 here in 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 Kakuma Municipal Board)* and duly authorized and competent to make this statement.

2. THAT theafore said Bidder, its servants and/oragents/subcontractorswillnotengageinanycorruptorfraudulent 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 Kakuma Municipal Board)* which is the Kakuma Municipal Board.

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 Kakuma Municipal Board).*

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

5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

I do here by 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

1.1 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.

2. Requirements

2.1 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.

2.2 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 as set 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 Kakuma Municipal Board under subsection (7) does not limit any legal remedy the Kakuma Municipal Board may have;

5) An employee or agent of the Kakuma Municipal Board or a member of the Board or committee of the Kakuma Municipal Board whohas 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 in to, take part in any decision relating to the procurement or contract; and

   c) shall not be a subcontract or for the tender to whom was awarded contract, or a member of the group of tenderers 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 conflictofinteresttotheprocuringentity;

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.

3. In compliance with Kenya's laws, regulations and policies mentioned above, the Kakuma Municipal Board:

a) Defines broadly, for the purposes of the above provisions, the terms setf orth 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 is representation, 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; “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;
iv) “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 processorthe exercise of a contract to the detriment of the Kakuma Municipal Board 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 Kakuma Municipal Board of the benefits of free and open competition.

c) Rejects a proposal for award[1] of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Pursuant to the Kenya's above stated Acts and Regulations, may recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring(i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect[2] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

---

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

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

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

Beneficiary:_____

Request forTenders No:

_____

Date:_____

TENDER GUARANTEE No.:_____

Guarantor: _____

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

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

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

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

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

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

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

_____

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

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

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

Sealed with the Common Seal of the said Guarantor this ___day of _____20 __.

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

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

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

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

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

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

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

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

FORM OF TENDER - SECURING DECLARATION

[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 ourobligation(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 Iam /we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venturethat 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 orstamp

Appendix toTender

Schedule of Currency requirements

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

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

PART II - WORKS REQUIREMENTS

BILLS OF QUANTITIES

SECTION V - BILLS OF QUANTITIES

A. Notes and Sample Items for Preparing a Bill of Quantities

1. These Notes for Preparing a Bill of Quantities are intended only as information for the Kakuma Municipal Board or the person drafting the Tender Documents. Priced Bills of Quantities shall be part and parcel of the Contract Documents.

2. The objectives and purpose of the Bills of Quantities are to provide sufficient information on the specifications, descriptions and quantities of Works to be performed to enable tenders to be prepared efficiently and accurately and when a contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed. Inorder to attain these objectives, Works should be itemized in the Bill of Quantities insufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried outin different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and clear as possible.

3. The Bills of Quantities should be divided generally into thef ollowing sections:

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

4. NOTES TO PREPARING PREAMBLES

4.1 The Preambles should include only those items that constitute the cost of the works but would not be priced separately as they are expected to be included in the unit prices. Care should be taken to ensure that these items are not are petition of the conditions of contract. The Preambles should indicate the inclusiveness of the unit prices and should state the methods of measurement that have been adopted in the preparation of the Bill of Quantities, that are to be used for the measurement of any part of the Works. The units of measurement and abbreviations should be defined and any mandatory national units defined and described. The methods of and procedure for re- measurement should be described in the Preambles.

4.2 Units of Measurement - The following units of measurement and abbreviations shall be used, unless other national units are mandatory in Kenya.

Unit	Abbreviation	Unit	Abbreviation
cubic meter	m^3 *or* cu m	millimetre	mm
hectare	ha	month	mon
hour	h	number	nr
kilogram	kg	square meter	m^2 *or* sq m
lump sum	ls	square millimeter	mm^2 *or* sq mm
meter	m	week	wk
metric ton	t		

4.3 The Bills of Quantities shall be read in conjunction with the Instructions to Tenders, General and Special Conditions of Contract, Technical Specifications, and Drawings.

4.4. The quantities given in the Bills of Quantities are estimated and partly provisional and are given to provide a common basis for tendering. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Architect and valued at the rates and prices tender in the priced

Bills of Quantities, where applicable, and otherwise at such rates and prices as the Architect may fix within the terms of the Contract.

4.5. The rates and prices tender in the priced Bills of Quantities shall, except in so far as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.

4.6. Arateorprice shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

4.7. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bills of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the ratesand prices entered for the related Items of Work.

4.8. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bills of Quantities. References to the relevant sections of the Contract documents shall be made before entering prices agains teach item in the priced Bills of Quantities.

4.9 Provisional Sums and contingency sums included and so designated in the Bills of Quantities shall be expended in whole or in part at the direction and discretion of the Architect in accordance with Sub-Clause13.5 and Clause 13.6 of the General Conditions of contract.

4.10 In preparing the Bills of Quantities, notes should be removed as they are intended to guide the person preparing the Tender Documents. The Contractor must allow in his rates for any costs associated with and complying with the requirements in the Preambles.

4.11 Should a tenderer/contractor not price any item in any section of the Bills of Quantities including Preliminary items, it will be assumed that he/she has spread its cost in other areas that he/she will have priced. Therefore, the itemor items will be executed without any additional costs or without being treated like variations.

5. NOTES ON PREPARING BILLS OF QUANTITIES

5.1 The Preliminary Items should be limited to tangible items that should be priced by the tenderer, are identifiable and can be priced separately and included in the interim valuations precisely. Such items may include such items as site office, notice boards, and other temporary works, otherwise items such as security for the Works which are primarily part of the Contractor's obligations should be included in the Contractor's rates.

5.2 The work items in the Bills of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. Such groups could be ground excavations, structures, external works, services, etc. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities.

5.3 Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage or waste. Quantitiesshouldberoundedupwhereappropriate.

5.4 Where the measured items a redeemed not to be exact because of the likelihood that the scope can change during the execution of the works, such items could be subject to re-measurement, the word **"provisional"** should be used to identify such cases. Where whole sections of the work items fall in this class, for example foundations, they should be labelled "Provisional Quantities" or "Provisional Items" so that the Tenderer/Contractor is advised up front that such items are subject to re-measurement to done before such work is cover-up.

5.5 All items that have not been measured and therefore not subject tot enders pricing should be listed in the Bills of Quantities as **Provisional Sums** for particular item or class of Work, which may be subject to a nominated subcontract or separate measurements at a later date during the execution of the works. For example, if it is deemed not possible to measure electrical works before going to tender because detail designs are not ready, a provisional sum can be allowed in the Bills of Quantities for "Installation of Electrical Works" to be executed later when actual design details are completed. To the extent not covered above, there should be in the Bills of Quantities a general provision for physical and financial contingencies made as a "Provisional Sum for

Contingencies" and "Provisional Sum for Fluctuations". The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.

5.6 Provisional sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialized Works should be included as a section of the main Bills of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate the name(s) of the specialized firms he proposes to engage to carry out the specialized Works as his approved domestic sub-contractors. Only provisional sums to cover specialized Works by statutory authorities should be included in the Bills of Quantities.

5.7 A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Kakuma Municipal Board of the realism of rates quoted by the tenderers, the Daywork Schedule should normally comprise:

i) A list of the various classes of labor, and materials for which basic.

ii) Daywork rates and prices for various categories of labor are to be inserted by the tenderer, together with a statement of the conditions under which the Contractor will be paid for Work executed on a Daywork basis.

iii) A percent a get o be entered by the tenderer agains teach basic Day work item.

iv) Subtotal amount for labor, materials and plant representing the Contractor's profit, overheads, supervision and other charges.

5.8 The Summary should contain a tabulation of the separate parts of the Bills of Quantities carried forward, with provisional sums for Daywork, Provisional sums and Contingencies, and provision for Total Costing. The last line should allow for tenderer to indicate any discounts before arriving at a total cost carried forward to the Form of Tender.

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE

BILLS OF QUANTITIES

CLIENT

KAKUMA MUNICIPAL BOARD (TURKANA COUNTY GOVERNMENT)

P.O. BOX …….....

…….....

CONSULTANT

ARICAN GROUP LIMITED

P.O. BOX 37281 – 00100

NAIROBI

PROJECT FINANCER

WORLD BANK GROUP

OCTOBER 2026

PRELIMINARIES

Item	*Description*	*Amount KShs*
	PHASE 1 – PRELIMINARIES **BILL NO. 1** **PARTICULAR PRELIMINARIES** A. **NOTES TO PRELIMINARIES** 1. The Form of Contract shall be the Agreement and Schedule of Building Contract April 1999 Edition, published by the Joint Building Council of Kenya. 2. Tenderers are referred to the above mentioned documents for the full intent and meaning of each clause thereof. These clauses are hereinafter referred to by clause number and heading only. 3. Where standard clauses or alternatives are not entirely applicable to this contract, such modifications, corrections or supplements as will apply, are given under each relevant clause heading. 4. Notwithstanding the terms of Clause 8, where modifications or amendments as described are made, such modifications and/or amendments shall supersede any conflicting provision in the relevant clauses of the Agreement and Schedule of Conditions of Building Contract and Tenderer shall make due allowance for whatever costs and charges he may consider necessary for the carrying out and observance of the provisions of the clause as modified and/or amended. 5. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable"). 6. Tenderers shall allow opposite each clause for all costs involved in complying with such clause. Items left unpriced shall be understood to be covered in prices against other items throughout these Bills of Quantities. No claim for any extras arising out of the tenderer's omission to price any item shall be entertained. 7. Notwithstanding anything to the contrary contained in any of the contract documents including the Agreement Schedule of Conditions of Building Contract and the Preliminaries, the provisions of the "Preliminaries" as hereafter set forth shall prevail and shall take precedence. 8. Unless otherwise defined the term Sub-contractor shall mean Nominated Sub- contractor. C. **CONTRACT PARTICULARS FORM OF CONTRACT** The Contractor will be required to enter into a Contract which will be the current Form of Agreement and Conditions of Building Works published by The Joint Building Council, Kenya (April 1999 Edition) except in so far as varied hereafter. The Contractor's attention is called to the following Clauses of the Conditions of Contract, which shall be read as incorporated herein, and he shall allow any sums, which he considers necessary for the carrying out and observance of such conditions. Clause 1.0: Definitions. Clause 2.0: Articles of Agreement Clause 3.0: General obligations of the Employer. **Note: Sub-Clause 3.4 will be amended to delete the words "...and shall provide such evidence to the Contractor on request."** Clause 4.0: General obligations of the Contractor. Clause 5.0: General obligations of the Architect.	
	Carried Forward KShs	-

Item	*Description*	*Amount KShs*
	Brought Forward KShs	-
	Clause 6.0: General obligations of the Quantity Surveyor. Clause 7.0: Contract Documents. Clause 8.0: Contract Bills and Contract Price. The Contract Bills have been prepared in accordance with the Standard method of measurement of Building Works for East Africa, Second Edition, June 2008, published by the Architectural Association of Kenya, Chapter of Quantity Surveyors, which is available for inspection at the offices of the Quantity Surveyor by appointment. Clause 9.0: Contractor's Site Agent and other staff. Clause 10.0: Clerk-of-Works. Clause 11.0: Liability against Injury to Persons Property. Clause 12.0: Insurance Against Injury to Persons and Property. The Contractor shall effect and maintain in the joint names of the Employer and the Contractor the following insurances as required by Clause 12.1.1 and 12.1.2 and shall allow for all costs thereof: (i) Employer's Liability (Workmen's Compensation) (ii) Third Party (Public Liability) for an Indemnity of not less than KShs. 5,000,000.00 for any one accident or series of accidents arising from the same event (unlimited in aggregate). (iii) Should the Contractor already hold annual Insurance covering the whole of his activities, and the Indemnity required under this contract exceeds the indemnity under the existing policy/ies, then further insurances shall be effected and maintained to cover such excess. (iv) The Contractor shall ensure that all Sub-contractors effect and maintain such insurances as are necessary to cover their liabilities in respect of injury to persons and property and Workmen's Compensation. Clause 13.0: Insurance of the Works (Contractor's Liability) To give effect to the Conditions of Contract and the requirements contained herein, the Contractor shall effect a Contractor's All Risks Policy to cover the full value of the following and allow for all costs thereof. (i) The Works and Temporary Works erected in performance of this Contract. (ii) The materials on Site, Plant and Tools. (iii) The cost and expense of removing debris of the property insured, destroyed or damaged by any peril insured. (iv) Professional Fees (to be allowed at 14.50% of the Contract Sum) (v) The Maintenance Period of Six (6) Months **Note: Clause 13.0 will be deleted.** Clause 14.0: Insurance of the Works (Employer's Liability). The Contractor shall insure against loss or damage to his own Plant, Tools and Equipment on the Site, Road Vehicles and the Temporary Buildings and Hutments erected in performance of this contract.	
	Carried Forward KShs	-

Item	*Description*	*Amount KShs*
	Brought Forward KShs	-
	Note: Clause 14.0 will be deleted. Clause 15.0 Insurance of Works (Works of Alterations, etc.) The Insurance shall be effected by the Employer. The Contractor shall insure against loss or damage to his own Plant, Tools and Equipment on the Site, Road Vehicles and Temporary Buildings and Hutments erected in performance of this contract. Clause 16.0: Performance Bond. **Sub-Clause 16.1 will be amended to delete the words "certified date of Practical Completion" and add the words "issue of the Final Certificate".** **Sub-Clause 16.2 shall be deleted**. Clause 17.0: Compliance with Regulations, Notices, etc. The Contractor's particular attention is drawn to the requirement to include in his tender for costs relating to the Training Levy and the Standards Levy. The Contractor shall include for all costs arising from Observance of these requirements in the space provided elsewhere in these Bills of Quantities. Clause 18.0: Programme of Works. The Contractor will be responsible for arranging the programme with all Sub-contractors including the Nominated Sub-contractors and Nominated Suppliers. Clause 19.0: Access to the Works. Clause 20.0: Possession of Site and Commencement of Works. **Note: Sub-Clause 20.2 will be amended by the addition of the words "or such other date as arises by virtue of extensions of time granted under Clause 36 of these Conditions".** Clause 21.0: Levelling and setting out. Clause 22.0 Architects Instructions. **Note: Sub-Clause 22.5 will be amended to read "Any instructions given directly by the Employer to the Contractor shall be of no immediate effect but the Contractor shall request the Architect for confirmation within seven days, failing which the Contractor shall confirm the same in writing in the same manner as is provided for in Sub-Clause 22.4. If confirmed by the Contractor, such instructions shall be deemed to be Architect's instructions".** Clause 23.0: Specification of goods, materials and workmanship. Clause 24.0: Samples and Tests. Clause 25.0: Royalties and Patent Rights. Clause 26.0: Assignment. Clause 27.0: Sub-letting. Clause 28.0: Suspension of Works by the Architect.	
	Carried Forward KShs	-

Item	*Description*	*Amount KShs*
	Brought Forward KShs	-
	Clause 29.0: Suspension of Works by the Contractor. Clause 30.0: Variations **Note: Sub-Clause 30.14 will be amended by changing "0.01%" to read "5%".** **Daywork Rates:** Any Daywork ordered under Sub-Clause 30.6.3 shall be executed at the following rates:- Labour: The Prime cost to which _____ per centum shall be added. Materials: The Prime Cost (delivered to Site) to which _____ per centum shall be added. Plant: The Net Hire Charge to which _____ per centum shall be added. These percentage additions shall cover all insurances, use of small tools and non- mechanical plant, sharpening tools, water, supervision, watching, power and lighting, establishment and overhead charges and profit. Dayworks will be allowed only where specifically ordered by the Architect in writing. All Daywork Sheets must be signed by the Architect and the Contractor or their authorized representatives. Clause 31.0: Nominated Sub-contractors. **Note: Sub-Clause 31.19 will be deleted.** The Contractor will be required to ensure that all Nominated Sub-contractors enter into the Sub-contract Agreement issued under the authority of the Kenya Association of Building and Civil Engineering Contractors and as amplified or varied hereinafter and he must deposit with the Quantity Surveyor a signed extract of the relevant details thereof. Clause 32.0: Nominated Suppliers The Contractor will not receive any cash, trade or other discounts on Prime Cost and Provisional Sums. Any profit in lieu of these discounts, which the Contractor desires must be priced by him against the appropriate item, provided in the Bills of Quantities. When tendering for works covered by Prime Cost and Provisional Sums the Contractor will be treated as any other Nominated Supplier or Sub-Contractor. The Employer reserves the right to pay direct on the Certificates of the Architect some or all accounts in respect of works and materials covered by Prime Cost and Provisional Sums due to Nominated Sub-contractors or Nominated Suppliers and to deduct any amounts so paid from any sums otherwise payable to the Contractor, should this reservation be adopted due to default on part of the Contractor, any profits which the Contractor may have allowed on Prime Cost and provisional Sums will be omitted from the Contract. Direct Payment will not be deemed to construe omission of the works from the Contract and the Contractor will continue to be responsible for the work or goods in accordance with the terms of the contract. Clause 33.0: Work by other Persons engaged by the Employer. Clause 34.0: Payments. **Note: Sub-Clause 34.14 and 34.15 will be deleted.**	
	Carried Forward KShs	-

Item	*Description*	*Amount KShs*
	Brought Forward KShs	-
	Sub-Clause 34.28 will be amended by addition of the words: "Any amount of such penalties or fines shall be added to the Contract Price, and if an interim certificate is issued after imposition of such penalties or fines, any such amount shall be added to the amount which would otherwise be stated as due in such a certificate". Clause 35.0: Fluctuations **Note: Sub-Clauses 35.3 to 35.8 will be deleted.** Clause 36.0: Extension of time. Clause 37.0: Loss and Expense caused by disturbance of Regular Progress of the Works. Clause 38.0: Termination of the Contract by the Employer. Clause 39.0: Termination of the Contract by the Contractor. Clause 40.0: Termination of the Contract by either party. Clause 41.0: Practical Completion and Defects Liability. **Note: Sub-Clause 41.6 will be amended to read as follows.:-** **"Any defects, shrinkages or other faults which shall appear within the Defects Liability Period stated in the Appendix to these conditions and which are due to materials or workmanship not being in accordance with the contract shall periodically be specified by the Architect in a schedule of defects which he shall deliver to the contractor with the last such schedule being issued within 30 days after the expiry of the Defects Liability Period.** **After receipt of such schedule, the defects, shrinkages and other faults therein specified shall be rectified by the contractor and (unless the Architect shall otherwise instruct) entirely at his own cost within 30 days or such other period that the Architect may instruct. If the Architect so instructs, then an appropriate deduction shall be assessed by the Quantity Surveyor and made to the contract price in respect of any such defects, shrinkages or other faults not rectified."** **Note: Sub-Clause 43.1 will be amended by the addition of Words:- "Such certificate to be copied to the Contractor".** Clause 44.0: Antiquities and other Objects of value. Clause 45.0: Settlement of Disputes. **Note: Sub-Clause 45.1 will be amended to read as follows:** **"In case any dispute or difference shall arise between the Employer or the Architect on his behalf and the Contractor, either during the progress or after completion or abandonment of the Works, such 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 the final decision of the person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the President or Vice-President of the Institute of Quantity Surveyors of Kenya, on the request of the applying party."**	
	Carried Forward KShs	-

Item	*Description*	*Amount KShs*
	Brought Forward KShs	-
	APPENDIX TO THE CONDITIONS OF CONTRACT	
	The Appendix to the Conditions of Contract will be filled as follows:-	
	13.0 Percentage to cover Professional Fees for Insurance Purposes only	
	14.50%	
	16.1 Name of Contractor's Surety	
	To be provided by the Contractor.	
	16.1 Amount of Surety	
	10% of the Contract Sum.	
	16.2 Name of Employer's Surety	
	Not Applicable.	
	16.2 Amount of Surety	
	Not Applicable.	
	18.1 Period for Submission of Programme	
	2 weeks after Award of Contract.	
	20.1 Period for possession of site	
	To be decided by the Architect within 14 days of receipt of notice of acceptance of Tender	
	20.2 Contract Period	
	To be inserted in the Form of Tender by the Tenderer	
	20.2 Date for commencement of Works	
	To be decided the Architect within 14 Days of receipt of notice of acceptance of Tender	
	20.2 Date of practical completion	
	To be determined after acceptance of Tender.	
	31.14), 32.4.5) 34.6) Name of Bank for purposes of interest calculation.	
	To be determined after acceptance of Tender	
	34.1 Interval for application of payment certificates	
	Monthly	
	Carried Forward KShs	-

Item	*Description*	*Amount KShs*
	Brought Forward KShs	-
	34.4 Minimum amount of payment certificate	
	Not Applicable	
	34.12 Percentage of certified value retained	
	10% of the Contract Sum	
	34.12 Limit of retention fund	
	10% of the Contract Sum	
	34.15 Period of release of interest on retention money to Contractor	
	Not Applicable	
	34.17 Period of final measurement and valuation	
	Within Three Months to the end of the Defects Liability Period	
	41.6 Defects liability period	
	Six Months after the date of Practical Completion	
	43.1 Damages for delay in completion	
	KShs. 25,000.00 per week or part thereof	
	Carried Forward to Summary of Section No. 1 KSH	-

Item	*Description*	*Amount KShs*
	SECTION NO. 1 **PRELIMINARIES BILL NO. 2** **GENERAL PRELIMINARIES** **A. SUFFICIENCY OF TENDER** Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the Works and of the rates and prices stated in the priced Bills of Quantities, which rates and prices shall cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works. **B. DEFINITIONS AND ABBREVIATIONS** Terms used in these Bills of Quantities shall be interpreted as follows: "Approved" shall mean approved by the Architect "as directed" shall mean as directed by the Architect "B.S" shall mean the current British Standard specification published by the British Standards Institution, 2 Park Street, London W.1., England. "m3" shall mean Cubic Metres "m2." shall mean Square Metres "m" shall mean Linear Metres "mm" shall mean Millimetres "kg" shall mean Kilogramme "No." shall mean Number **C. FIGURED DIMENSIONS** Figured dimensions are to be followed in preference to dimensions scaled from the Drawings, but whenever possible dimensions are to be taken on the Site or from the Building. Before any work is commenced by Sub-contractors or Specialist Firms, dimensions must be checked on the Site and/or buildings and agreed with the Contractor, irrespective of the comparable dimensions shown on the Drawings. The Contractor shall be responsible for the accuracy of such dimensions. **D. BILLS OF QUANTITIES** All quantities contained in these Bills of Quantities are indicative of the volume and type of work to be executed. Where items of work are to be built in or covered up, these shall be left uncovered for a reasonable time to allow all measurements to be taken by the Quantity Surveyor. Immediately the work is ready for measurement, the Contractor shall give notice to the Quantity Surveyor. If the Contractor makes default in these respects he shall, if the Architect so directs, uncover the work at this own expense to enable the measurements to be taken.	
	Carried Forward KShs	-

Item	*Description*	*Amount KShs*
	Brought Forward KShs	-
	E. TRANSPORT TO AND FROM THE SITE Tenderers shall include in their prices for the transport of materials, workmen, etc., to and from the Site of the proposed Works, at such hours and by such routes as are permitted by the Authorities. **F. PUBLIC AND PRIVATE ROADS, PAVEMENTS, ETC.** The Contractor will be required to make good, at his own expense, any damage he may cause to the present road surfaces and pavements within or beyond the boundary of the Site, during the period of the Works. In particular, all existing trees, shrubs, plants, etc., which may be destroyed or damaged during the progress of the Works are to be made good by the Contractor to the approval of the Architect. **G. POLICE REGULATIONS** Tenderers are to allow for complying with all instructions and regulations of the Police Authorities. **H. PHOTOGRAPHIC RECORD** A weekly photographic record is to be provided by the Contractor, recording the state of progress of the Works. Two copies of each photograph, suitably mounted and annotated with the location and date, are to be made available to the Employer via the Architect. **J. THE SITE** The site is located in Gilgil Sub-County, Nakuru County, Kenyaa. The Contractor shall be deemed to have familiarized themselves with the conditions on the site prior to tendering and no claim arising from failure to have taken cognisance of the site conditions shall be allowed. **K. ACCESS TO THE SITE** Access to the site shall be designated by the Architect. **L. CONTRACTOR'S WORKING AREA, ACCESS AND MOVEMENTS** The Contractor's working, storage and dumping area and all his activities will be confined to locations to be agreed with the Architect at the commencement of the works. The movement of the Contractor's vehicles and workmen will be restricted to areas and routes to be agreed with the Architect before commencing the Contract Works and these should strictly be adhered to throughout the course of the Contract unless otherwise agreed. **M. TRAFFIC ARRANGEMENTS** The Contractor will be required to agree the access route to the site with the Architect before commencement of the Contract Works and must adhere to this route throughout the course of the Contract, unless agreed otherwise. The Contractor may be required to observe certain traffic rules and regulations pertaining to the use by his vehicles of the roads adjacent to the site. These rules and regulations should be investigated by him at the commencement of the Contract.	
	Carried Forward KShs	-

Item	*Description*	*Amount KShs*
	Brought Forward KShs	-
	N. SUPERVISION AND WORKING HOURS The work must be carried out to cause the minimum inconvenience to the occupants of the existing and adjoining premises. The Contractor shall comply with all instructions issued by the relevant Authorities (NEMA, NCC, Police, Labor etc.) with regard to working hours. The successful Tenderer shall be deemed to have allowed in his Tender for working after normal working hours and working at night including the provision of temporary flood-lighting. **P. OVERTIME** The Tenderer must allow in his Tender price for working overtime if necessary to complete the Contract Works within the overall Contract Completion Period including the provision of flood lighting and any other expense in connection therewith and no claim in this respect will be allowed. **Q. VIEWING OF SITE** Tenderers shall view the site and any existing structures thereon and make themselves thoroughly acquainted with the conditions under which the Works are to be done. They shall acquaint by themselves by personal examination of the means of access to the Works, the condition of the roads and generally of all matters which may influence the execution of this contract. **R. EXISTING SERVICES** Prior to commencement of any work the Contractor is to ascertain from the relevant Authorities the exact position, depth and level of all existing electric cables, water pipes provisions or other services in the area and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Architect and the relevant Authority and shall be made good to their satisfaction at the Contractor's expense. **S. EXISTING AND ADJACENT PROPERTY** The Contractor must take all steps necessary to safeguard existing and adjacent property, make good at his own expense any damage to persons or property caused thereon, and hold the Employer indemnified against any such claim arising. The Contractor will be held fully responsible for the safety of the existing and adjacent buildings and for any damage caused in consequence of these Works. He must reinstate all damages at his own expense and indemnify the Employer against any loss. The Contractor must take such steps and exercise such care and diligence as to minimize nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property. **T. MANAGEMENT OF WORKS** The Contractor shall be responsible for the management of the sequence of the carrying out of the works in such manner that the subsequent cutting or patching of finished work is avoided. The Contractor shall obtain all necessary particulars of sub-contractor's work timeously so that provision for recesses, chases, holes, etc, may be made.	
	Carried Forward KShs	-

Item	*Description*	*Amount KShs*
	Brought Forward KShs	-
	U. CONTRACTOR'S SUPERINTENDENCE The Contractor shall constantly keep on the Works a literate English-speaking Agent or Representative, competent and experienced in the kind of work involved, and who shall give his whole time to the superintendence of the Works. Such Agent or Representative shall receive on behalf of the Contractor, directions and instructions from the Architect and such directions and instructions shall be deemed given to the Contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Architect. It is to be a specific condition of this Contract that the successful Tenderer shall provide on site, throughout the period from the completion of the substructure to the date for Practical Completion, a suitably qualified, experienced and competent person to ensure that the Works are carried out to the standard required by the specification and detailed on the Drawings; and shall ensure that upon termination of employment, a suitable replacement is found. Before the Tenderer's offer is accepted the Architect will personally interview the Tenderer's proposed Representative. A curriculum vitae of past experience and qualifications must be provided for the Architect's scrutiny. Copies of the programme and its supporting documents together with all updates shall be provided by the Contractor for the use of the Architect. **V. PROGRESS MEETING** Meetings related to the progress of the Works will be held at regular intervals and at such other times as may be necessary, attended by the following: 1. the Architect 2. the Contractor's representative 3. the Employer's representative where applicable 4. the Quantity Surveyor 5. the Engineers where applicable and; 6. the representatives of nominated sub-contractors other agents as may be required Sub-contractors shall not be present at progress meetings unless specifically requested by the Contractor or Architect. The Architect shall record the minutes of the meeting and distribute them to all affected parties. **W. TECHNICAL MEETINGS** Separate meetings to deal with technical and Sub-contractor's co-ordination matters shall be held at the instance of the Architect or the Contractor. **X. MATERIALS AND WORKMANSHIP GENERALLY** All materials shall be new unless otherwise directed or permitted by the Architect and in all cases where the quality of goods or materials is not described or otherwise specified (see Section 2 for General Description and Materials & Workmanship), is to be best quality obtainable in the ordinary meaning of the works "best" and not merely a trade signification of that word. All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate British Standards Institution Specification current at the date of Tender. **Y. REJECTED WORKMANSHIP OR MATERIALS** Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must immediately be removed from the Site and replaced at the Contractor's expense, as required.	
	Carried Forward KShs	-

Item	*Description*	*Amount KShs*
	Brought Forward KShs	-
	Z. PROPRIETARY MATERIALS Where proprietary materials are specified hereinafter the Contractor may propose the use of materials of other manufacturers but of equal quality for approval by the Architect. All materials and goods, here specified to be obtained from a particular manufacturer or supplier are to be used or fixed strictly in accordance with their instructions.	
	AA. SAMPLES The Contractor shall furnish at the earliest possible opportunity before work commences and at his own cost, any samples of materials or workmanship that may be called for by the Architect for his approval or rejection, any further samples in the case of rejection until such samples are approved by the Architect and such samples, when approved, shall be the minimum standard for the work to which they apply.	
	AB. CONCRETE TESTS Concrete test cubes, i.e per set of three as later described, including testing fee, labour and materials, making moulds, transport and handling, etc Successful tests only (PROVISIONAL) Sets of three: 32 No. @ Shs. _____(Tenderer must insert rate and extend)	
	AC. ORDERING OF MATERIALS These Bills of Quantities are not intended for and shall not be used for ordering purposes. The Contractor shall order all materials to be obtained from foreign sources immediately upon the award of the Tender and shall also order materials to be procured from local sources as early as necessary to ensure that such materials are on site when they are required for use in the works. Should it become apparent prior to and during the construction period, that the procurement of a certain material may cause a delay, the Contractor shall immediately inform the Architect of such possible delay who shall then instruct the Contractor upon the action to be taken. Unless the Architect has failed to specify materials timeously in terms of the accepted contract programme or agreed revision thereto, the delay in the delivery of materials shall not justify any extension of the Construction Period. The Contractor shall obtain all necessary permits and licenses. The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged. Should the Tenderer consider that he will be unable to obtain materials for any item on the drawings or items described in the Bills of Quantities or to obtain such materials timeously in the specified sizes, he is to report this in writing to the Architect before the closing date for the tenders and obtain the Architect's written directives in connection therewith. If the Tenderer fails to do this, this tender will be taken as firm of all items described in the Bills of Quantities and he will be responsible for supplying such materials timeously to meet the programme for the Works.	
	AD. OFFICE AND SHEDS The Contractor shall erect and maintain temporary office accommodation for his own use, and ample temporary watertight sheds for the proper storage and protection of materials and for the use of artisans and remove when ordered. Floors of sheds shall be at least 150 mm above ground level.	
	Carried Forward KShs	-

Item	*Description*	*Amount KShs*
	Brought Forward KShs	-
	AF. PLANT, TOOLS AND SCAFFOLDING The Contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the Works and shall remove same on completion. The Contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due performance of the Works, including Sub-contractor Works, provide special scaffolding as and when required during the Works and remove on completion and make good. Such scaffolding shall be constructed of tubular steel or timber of sufficient scantlings and be provided with planked footways and guardrails to approval. All such plant, tools and scaffolding shall comply with all regulations whether general or local, in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations. Scaffolding is not measured hereinafter, and the Contractor must allow in his rates for the above. **AG. HOARDING** The Contractor shall enclose the Site as required by the Local Authorities, with a hoarding 3.00 metres high, with opening and gates as required, constructed of substantial timbers to approval and covered with new galvanised iron corrugated sheeting painted with one coat of etching primer and two coats of gloss paint to approval. **Allow for 100 metres length of hoarding using new gauge 32 iron sheets - painted Green and 150 metres length of hoarding using salvaged iron sheets and timber from demolished structures, with and including cleaning and painting Green** Advertisement on the hoarding will only be allowed with express approval of the Architect. **AH. SECURITY** Maximum precautions must be exercised to uphold security in the vicinity of the Works. The Contractor shall comply with all instructions issued by the Employer or Architect with regard to upholding of security arrangements and will be held responsible for any breach of security by his employees.	
	Carried Forward KShs	-

Item	*Description*	*Amount KShs*
	Brought Forward KShs	-
	The movement of the Contractor's men must be confined strictly to the Works and the Contractor's working and storage areas. Certain areas within and adjacent to the site and to be identified later, will be designed "Out of Bounds" areas for the Contractor's employees and the Contractor will be required to comply strictly with this rule. **AJ. WATCHING AND LIGHTING** The Contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, plant and materials against damage and theft. **AK. TEMPORARY DISPOSAL OF RAINWATER** The Contractor shall provide and maintain all necessary temporary gutters, downpipes, chutes, drains, etc. for conveying rainwater from the buildings. The Contractor shall allow for temporary drainage, pumping and piping for keeping the premises and site free from accumulation of water. **AL. DISTURBANCE** Tenderers should note that normal activities shall be continuing in the adjacent buildings and roads throughout the construction period. Minimum disturbance by noise, dust, water or movement of vehicles, materials, labour or plant must be caused to the function of the existing adjacent buildings in the vicinity and the occupants and staff therein. The Contractor shall comply with all instructions issued by the Employer or Architect with regard to minimizing such disturbances. **AM. TEMPORARY ROADS** The Contractor shall provide where directed all temporary access roads, tracks and paths necessary for the execution of the Works, including making good when no longer required. **AN. NOTICE BOARD** Allow for the provision, installation, maintenance, and subsequent removal of all site notice boards, safety signage, and temporary hazard barriers throughout the contract period, comprising: **1. Project Notice Board:** Provide, erect, and maintain one (1) project signboard (approx. 2400 x 1800mm) made of exteriorgrade marine plywood on robust timber or steel framing, set in concrete bases. The board must display project details, the Employer's identity, and the names of all consultants/contractors in approved lettering. **2. Safety Notices & Signage:** Provide, securely fix, and dynamically relocate rigid PVC, weather-resistant safety signs across active zones (e.g., "Construction Site - Keep Out," "Mandatory PPE," "Danger: Deep Excavations," and emergency exit/assembly markers) in compliance with statutory occupational health and safety regulations. **3. Warning Tapes & Barriers:** Provide and continuously maintain high-visibility, heavy-duty polyethylene warning tape (red/white or yellow/black) and lightweight mesh barriers to cordone off open trenches, scaffolding, and hazardous zones, including the immediate replacement of worn or damaged materials.	
	Carried Forward KShs	-

Item	*Description*	*Amount KShs*
	Brought Forward KShs	-
	The rate shall include all structural supports, routine cleaning/repairs, compliance with local safety by laws, final dismantling, and making good all disturbed surfaces upon practical completion. **AP. WATER** All water shall be fresh, clean and pure, free from earthy vegetable or organic matter, acid or alkaline substance in solution or suspension. The Contractor shall provide at his own expense all temporary distribution pipes, storage tanks etc., and he shall clear away same upon completion of the Works, including the work of Sub- contractors. Tenderers shall satisfy themselves that the existing supply is adequate for the proper execution of the Works and if this is not the case they shall make the necessary arrangements at their own expense to provide an adequate supply. **AQ. ELECTRICITY AND LIGHTING** The Contractor shall provide at his own risk and cost all artificial lighting and power for use on the Works, including all Sub-contractors' and Specialists' requirements and including all temporary connections, wiring, fittings, etc. and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith. The Contractor may install his own generator on site. No claims due to lack of electricity or due to power fluctuations will be accepted. **AR. TELECOMMUNICATION FACILITIES** The Contractor shall provide a loaded (at all times) and serviceable mobile phone on site from the commencement to completion of the works for the sole official use of the Clerk of Works. **AS. SIGN BOARD** The Contractor shall provide all necessary materials, labour, tools and equipments and erect a signboard where directed on site. The Signboard and lettering on same for the display of the General and Sub-Contractors' names shall be of an approved size with the Employer's name painted thereon. The Architect's, Quantity Surveyor's and other Consultants' names shall be printed in 50 mm letters all to the Architect's approved design. No other signboard or advertising will be permitted without prior permission from the Architect. The design for the signboard shall be as furnished by the Architect. **AT. TOILETS** The Contractor shall provide the necessary latrines for their staff and workmen to the requirements and satisfaction of the Health Authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove same on completion.	
	Carried Forward KShs	-

Item	*Description*	*Amount KShs*
	Brought Forward KShs	-
	AU. PERSONAL PROTECTIVE EQUIPMENT (PPE) The Contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include the following: - 80 no. safety boots 80 no. helmets 80 no. overalls 80 no. reflector jackets 10 no. pairs of protective glasses 3 no. pairs of welding glasses 6 no. packs of hand gloves packs, each with 90 pieces 5 no. pairs of PVC gloves 30 no. safety harnesses 1 no. first aid kit 2,400 pieces of dust masks 1 no. fire extinguisher, etc. The Contractor shall ensure that the safety gear above is worn by all staff and authorised visitors on site at all times. The Contractor to safely strictly store a set of all the above for 6 no. Consultants **AV. THE FACTORIES (BUILDING OPERATIONS AND WORK OF ENGINEERING CONSTRUCTION) RULES** In addition to complying with the requirements of the Factories Act the Contractor shall comply in all respects with the above mentioned Rules. **NOTE:** The Contractor will be held responsible in accordance with relevant Rules for serving on the Chief Inspector of Factories a written Notice not later than Seven (7) days after the beginning of the building operations included in this Contract stating the particulars included in this Contract. The Contractor will be required to provide hard hats and gumboots (Wellingtons) for all workers on site including Sub-contractors workers and also for the exclusive use by the Employers, Clerk of Works and Consultants. **AW. TEMPORARY STRUCTURES** The Contractor shall allow for providing and clearing away on completion of the Works such as temporary hoardings, fencing, gates, planked walkways, guard rails, etc. may be necessary for the protection of the workers, occupants of the building and adjacent structures and for the proper execution of the Works. All such temporary structures shall be constructed with the approval of the Architect and to his full satisfaction and in such a manner as to cause minimum inconveniences and disturbance to pedestrians and road users using the adjacent roads. All such temporary structures shall comply in all respects with the National laws, rules and regulations currently in force and applicable to such structures. (a) All temporary structures shall be erected in a manner so that the unloading or loading of materials causes minimum obstruction to the use of adjacent roads and other facilities.	
	Carried Forward KShs	-

Item	*Description*	*Amount KShs*
	Brought Forward KShs	-
	(b) All temporary structures shall be kept properly lighted throughout the periods of darkness and any corners or projections shall be painted white. (c) Temporary structures shall not be used or permitted to be used for advertisement purposes except with the consent of the Architect. (d) All temporary structures shall be maintained at all times in good order and condition to the satisfaction of the Architect. (e) All temporary structures shall be removed when so required by the Architect or at the end of the period for which it is required. (f) The Contractor shall indemnify and shall keep the Employer indemnified against any expense, loss, claim or in connection with the temporary structures. **AX. PRACTICAL COMPLETION AND DEFECTS LIABILITY** If any defect be such that in the opinion of the Architect, it shall be impracticable or inconvenient to remedy the same, he shall ascertain the diminution in the value of the works due to the existence of such defects and deduct the amount of such diminution from the sum remaining to be paid to the Contractor, or, failing such remainder, it shall be recoverable as a liquidated demand in money. **AY. NOMINATED SUB-CONTRACTORS** The Contractor shall be responsible for Nominated Sub-contractors in every respect and in particular it shall be the Contractor's responsibility to ensure that each Sub-contractor commences and completes the work in such a manner and is ready on the Site with his materials, labour and special plant at such times so as to conform with the Progress Schedule, as specified previously, and to ensure satisfactory progress. The Contractor shall also accept liability for and bear the cost of General attendance for the Nominated Sub-contractors, which shall be deemed to include of: Allowing the use of standing scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant Sub-contractor's works are complete and removal of all scaffolding on completion. Providing reasonable office accommodation and stores for storage of plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, and lighting; and clearing away all rubbish. The items for "General Attendance" given hereinafter following P.C. Sums in respect of Sub- contractors' works shall be deemed to include all the above. The Contractor shall also accept liability for and bear the cost of Special Attendance on Nominated Sub-Contractors, which shall include for one or more of the following: Unloading, storing, hoisting, placing in position, providing power, provision of special scaffolding. The items of "Special Attendance" given hereinafter following P.C. Sums shall include any one or more of the above items as set out in the particular reference. Cutting away for and making good after the work of Sub-contractors as may be required will be measured and valued separately by the Quantity Surveyor.	
	Carried Forward KShs	-

Item	*Description*	*Amount KShs*
	Brought Forward KShs	-
	AZ. NOMINATED SUPPLIERS The Cost of "Fix Only" materials to be obtained from Nominated Suppliers which are covered by Prime Cost or Provisional Sums shall include for taking delivery where directed, checking with invoices or indents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been received in good order, transporting, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, hoisting to required levels and fixing as described. Before placing any orders with Nominated Sub-contractors or Nominated Suppliers the Contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of Contract and the Progress Schedule. **BA. PRIME COST RATES** Where description of items include a P.C. rate per unit this rate is to cover the net supply cost of the unit only. The Contractor's price must include for the cost for the unit at the rate stated, plus waste, taking delivery, storage, fixing in position, profit and overheads. The actual net cost per unit will be adjusted within the Final Account against the P. C. rate stated. **BB. CLIENT SUPPLIED MATERIALS/OPTIONAL ITEMS** The Employer reserves the right to supply any local or imported materials required for this Contract, whether measured or allowed as a Prime Cost or Provisional Sum in the Bills of Quantities. In the event of Client exercising this right, the Quantity Surveyor or the Services Engineer will adjust the Contract or Sub-Contract Sum accordingly and no claims from the Main Contractor or Sub-contractors will be accepted in this regard. **BC. VALUE ADDED TAX** The Tenderer's attention is drawn to the Finance Bill dated June, 1993 which stipulates that Value Added Tax shall be charged on the value added in the provision of building services. The Contractor shall **NOT** include the amount of the Value Added Tax in his rates but shall include it as a lump sum at the Final Summary page of these Bills of Quantities. The tenderer shall state the amount of V.A.T. (16%) of the priced items (excluding P.C. Sums, Provisional Sums and Contingencies) at the Final Summary page. Failure to do so may render his/her tender **NON RESPONSIVE** and liable for disqualification. **BD. STAMP CHARGES** Tenderers shall allow for payments of all Stamp Charges in connection with Surety Bond and Contract Agreement. **BE. PRICING OF PRELIMINARIES** These Bills of Quantities have been formulated in the conventional manner, whereby the Preliminaries have been included as a separate section, in order to enable Tenderers to price their site establishment costs, site management, etc. In pricing the Preliminaries, Tenderers are required to price the relevant items individually, as a single lump sum Preliminaries amount will not be accepted.	
	Carried Forward KShs	-

Item	*Description*	*Amount KShs*
	Brought Forward KShs	-
	In the event that a Tenderer elects not to price the Preliminaries section as contained within these Bills of Quantities, then it will be deemed that all relevant Preliminaries costs have been included within the rates as tendered within the measured Bills of Quantities. Adjustments of the Preliminaries will, in this instance, only be by remeasured final quantities applied to tendered rates. **BF. PRICING BILLS** Tenderers are to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the Standard Method of Measurement) patterns, models and templates, plant, temporary works, returning of packing, duties, taxes, imposts, establishments charges, overheads, profit and all other obligations arising out of the Contract. Items left unpriced will be deemed to be covered in prices against other items throughout these Bills of Quantities and no claim for any extras arising out of the Tenderer's omission to price any item will be entertained. Prices for all plant, temporary works, services and other items provided shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary. **BG. INTERPRETATION OF DRAWINGS, SPECIFICATIONS AND BILLS OF QUANTITIES** Should any part or parts of the Drawings, Specifications or Bills of Quantities not be clearly intelligible to the Contractor, or the material or articles to be used in the execution of the Works be considered insufficiently described or the manner in which the work is to be carried out not be clear, the Contractor must obtain from the Architect the necessary information to clarify such Drawings, Specification, Bills of Quantities or instructions which request shall be in writing. The Contractor shall be held solely responsible for and shall, at his own expense, rectify any errors arising out of incorrect interpretation of the Drawings, Specification, and Bills of Quantities or instructions. **BH. SHOP DRAWINGS** Shop drawings are drawings, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or Sub-contractor, Manufacturer, Supplier or Distributor and which detail some portion of the work. Where applicable, the necessary copies of shop drawings shall be supplied to the Contractor by Sub-contractors or Suppliers, who must obtain the Architect's approval of such shop drawings before the relevant work is put in hand. A proper record of shop drawings must be kept by the Contractor including dates of receipt, submission and approval. The Contractor is to present a complete schedule showing the sequence of submission of shop drawings, including submission dates and the scheduled dates for approval of drawings. This schedule is to take into account that the Architect and the Consulting Engineer require a reasonable check period from the date of receipt of shop drawings before returning the drawings to the Contractor in accordance with the Works programme. The Architect's approval of shop drawings or samples is limited to check conformity with design and specification and shall not relieve the Contractor from his responsibility for erection and/or installation. In addition to the shop drawings, the Contractor shall also supply to the Architect marked-up structural or other drawings showing any changes and/or additional requirements to be made in the structure in order to fit in dimensions of apparatus and materials to be installed by him. This information to be supplied in accordance with the works programme.	
	Carried Forward KShs	-

Item	*Description*	*Amount KShs*
	Brought Forward KShs	-
	BJ. GUARANTEES AND MAINTENANCE INSTRUCTIONS/MANUALS The Contractor shall obtain and hand over to the Architect on Practical Completion all relevant guarantees, any operating and maintenance instruction manuals, data or instructions required by the Architect or provided by manufacturers, suppliers or Sub-contractors. The Contractor shall ensure that all warranties and guarantees received are fully ceded to the Employer on Final Completion, failing which the release of Surety Bond will be withheld until this is satisfactorily completed. The guarantees shall state that workmanship, materials and installations are guaranteed for a specified period reckoned from the date of Practical Completion of the Works and that any defects in the workmanship, materials and installation that may arise during that period shall be made good at the expense of the firm doing the work upon written notice from the Architect or the Employer to do so. **BK. SECURITY AT COMPLETION** At completion, the Contractor shall leave the Works secure with all accesses locked. The Contractor shall account for and hand over to the Architect all keys, properly labelled with an itemized schedule to be signed by the Architect as receipt. **BL. COMPLIANCE WITH NEMA REGULATIONS** The Tenderers attention is drawn to the fact that NEMA project approval is normally subject to compliance with a number of conditions. The successful Tenderer shall ensure compliance and shall reimburse the Employer for any claims that may arise due to their non-compliance with the conditions. **BM. OCCUPATION CERTIFICATE** At the completion of the Works, the Contractor shall apply for and obtain the Occupation Certificate from the Local Authority and see that it is duly completed and signed in accordance with conditions laid down by current By-Laws. **BN. STATUTORY APPROVALS** The Employer has applied for the necessary statutory approvals required before commencement of the works. As the granting of the approvals is not guaranteed and is beyond the control of the Employer, no claims for loss of profit or other claims shall be entertained in case approvals are not granted or are withdrawn after commencement. **BP. TRAINING LEVY** The Contractor’s attention is drawn to Legal Notice No. 237 of October, 1971, which requires payment by the Contractor of Training Levy on all contracts of more than Shs.50,000/= in value and his tender must include for all costs arising or resulting therefrom. Proof of compliance must be provided. **BQ. STANDARD LEVY** The Contractor's attention is drawn to Legal Notice No. 267 of 22nd June 1990, which requires payment, by the Contractor of Standard Levy. His tender must include for all costs arising or resulting therefrom. Proof of compliance must be provided.	
	Carried Forward KShs	-

Item	*Description*	*Amount KShs*
	Brought Forward KShs	-
	BR. NATIONAL CONSTRUCTION AUTHORITY ACT 2011	
	The Contractor's attention is drawn to the provisions of the above Act. The Contractor must be eligible for registration under the said Act and shall be required to successfully register with the National Construction Authority and produce documentary proof of such registration before signing the Contract. His tender must include for all costs arising or resulting therefrom.	
	BS. COVID-19 REGULATIONS (OR ANY OTHER EPIDEMIC)	
	The Contractor shall allow for compliance with all statutory, public health and other recommended good practices in preventing and managing Covid-19 (or any other epidemic) and its related incidences in all of his operations on the site including all places outside of the site where fabrication or storage of materials in connection of the works is undertaken under his control and all activities (including transportation of labour) involving human beings (regardless of designation) on the locations referred to above.	
	Further, as part of the Health, Safety and Environmental regulations requirements, adequate Covid-19 (or any other epidemic) compliant signage, warnings, health checkpoints, contact tracing registers, sanitation points, social distancing and wearing of appropriate PPE (Personal Protection Equipment) shall be enforced on site to the approval of the Architect.	
	BT. ESHS OFFICER	
	The Contractor MUST have at all times a qualified Health and Safety Officer at Site	
	BU. CLERK OF WORKS	
	The Clerk of Works remuneration to act as the employer's independent inspector on-site to ensure quality, compliance and accurate recording of the works	200,000
	BV. MATERIAL TESTS	
	The Contractor must allow for Material tests	350,000
	BY. CONTRACT DOCUMENTS	
	Allow a sum for the purchase of 2 no. copies of the JBC Agreement and Conditions of Contract Edition April 1999	13,000
	Allow a budget of Kshs 1,000,000.00 for Construction Environmental and Social Management Plan Implementation as per Schedule 01 Of Tender document.	1,000,000
	Carried Forward to Summary of Section No. 1 KSH	**1,563,000**

Item	*Description*	*Amount KShs*
	SECTION SUMMARY - PRELIMINARIES	
1	PARTICULAR PRELIMINARIES	-
2	GENERAL PRELIMINARIES	1,563,000
	Carried to Final Summary KShs	**1,563,000**

PART B

BUILDER'S WORK

BILL NO. 01

SUBSTRUCTURES

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					SUBSTRUCTURES
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	D EXCAVATION AND EARTHWORK				
*	**<u>Notes on Excavation Works</u>** **All excavations measured nett with no allowance for working spaces, Prices for Excavation shall include the removal of any buried structure or services not to be part of the proposed construction, including transport of excavated, surplus materials to a location approved by the Architect/Engineer outside the site and in accordance to the County Government regulations** **All excavations shall include excavating, destruction of termites nests within site of works, take out and destroy queens, and fill voids with approved material.**				
	D10 SITE PREPARATION;				
	Clearing site vegetation				
	Grubbing up roots and filling up voids left with selected excavated material;				
a	Bushes, shrubs, undergrowth or the like and cart away from site;	m^2	650.00		
	Preserving vegetable soil				
	Excavating average 200 mm deep;				
b	Load up and store on site, later level and spread as directed on site and cart away surplus excavated material;	m^2	650.00		
			To Collection KSHS		0.00

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					SUBSTRUCTURES
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	D20 EXCAVATION				
	Excavating				
	Reduce levels; starting from stripped level;				
a	Not exceeding 1.5 m deep;	m³	709.20		
	Trenches; to receive foundations; starting from reduced level;				
b	Not exceeding 1.5 m deep;	m³	290.16		
	Pits; to receive isolated bases or the like; starting from reduced level;				
c	Not exceeding 1.5 m deep;	m³	123.12		
	Breaking out existing material; extra over all kinds of excavations irrespective of depth;				
d	Rock irrespective of class;	m³	36.94		
	Disposal				
	Excavated material;				
e	Backfilling, depositing and compacting in layers maximum 150 mm thick;	m³	897.98		
	Surplus excavated material;				
f	Remove from site;	m³	224.50		
			To Collection KSHS		

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					SUBSTRUCTURES
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	D30 DISPOSAL OF WATER				
	Labour and materials				
	Keeping excavation free from;				
a	General water;	item	1.00		
	D33 PLANKING AND STRUTTING				
	Labour and materials				
	To uphold the sides of excavations; generally				
b	Generally;	item	1.00		
			To Collection KSHS		

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					SUBSTRUCTURES
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	D40 FILLING				
	Hardcore				
	Filling in making up levels well rolled and compacted to 95% maximum dry density				
a	300 mm thick; handpacked;	m^2	591.40		
	Approved imported fill material				
	Filling in making up levels				
b	Over 300 mm thick; depositing and compacting in layers maximum 150 mm thick;	m^3	88.65		
	Sand Stone / quarry duct / murram				
	Blinding surfaces of fill;				
c	50 mm thick;	m^3	29.55		
	D50 ANTI-TERMITE AND HERBICIDE TREATMENT				
	Applying approved insectcide				
	With a Ten years guarantee as described;				
d	To surfaces of fill and tops of foundation walls;	m^2	591.00		
	G48 DAMP PROOF MEMBRANES				
	Polythene; 1000 gauge; 150 mm laps; No allowance made for laps;				
	Horizontal; 1 No. layer;				
e	Over 300 mm wide; bedded in cments mortar (1:3)	m^2	591.00		
			To Collection KSHS		

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					SUBSTRUCTURES
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	GROUND FLOOR SLAB				
	F CONCRETE WORK				
*	**Notes on concrete work**				
	Prices for Concrete shall include mixing, placing in position, vibrating, curing and collecting cube samples for testing;				
	F13 IN SITU CONCRETE: REINFORCED				
	Normal : concrete class 25/ (20 mm) : vibrated;				
	Floor bed;				
a	150 mm thick;	m^2	88.71		
	F30 REINFORCEMENT				
	Fabric; B.S. 4483;				
	Reference A 142 ; mesh 200 x 200 mm weight 2.22 kgs per square metre (measured net - no allawance made for laps); including bends, tying wire and distance blocks;				
b	Generally;	m^2	591.40		
	F40 FORMWORK FOR IN SITU CONCRETE				
	SAWN FORMWORK				
	Floor bed;				
	To Edges of Slab;				
c	Over 75 mm but not exceeding 150 mm girth;	m	116.00		
			To Collection KSHS		

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					SUBSTRUCTURES
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	STRIP FOOTING				
	F CONCRETE WORK				
*	**Notes on concrete work**				
	Prices for Concrete shall include mixing, placing in position, vibrating, curing and collecting cube samples for testing;				
	F10 IN SITU CONCRETE: PLAIN				
	Normal : mass concrete class 15;				
	Blinding under Strip Footing;				
a	50 mm thick;	m^2	193.44		
	F13 IN SITU CONCRETE: REINFORCED				
	Normal : concrete class 25/ (20 mm) : vibrated;				
	Strip Footing;				
b	Generally;	m^3	48.36		
	F30 REINFORCEMENT				
	Deformed bars; high yield steel; cold worked; b.s. 4449 - 2005, including bends, hooks, tying wire, distance blocks, and spacers;				
	Strip Footing;				
c	10 mm Diameter; Longitudinal;	Kg	972.00		
e	12 mm Diameter; Lateral;	Kg	1,394.46		
	F40 FORMWORK FOR IN SITU CONCRETE				
	SAWN FORMWORK				
	Strip Footing;				
	To Vertical Sides;				
f	Over 300 mm wide;	m^2	145.08		
			To Collection KSHS		

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					SUBSTRUCTURES
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	COLUMN BASES				
	F CONCRETE WORK				
*	**Notes on concrete work**				
	Prices for Concrete shall include mixing, placing in position, vibrating, curing and collecting cube samples for testing;				
	F10 IN SITU CONCRETE: PLAIN				
	Normal : mass concrete class 15;				
	Blinding under Column Bases;				
a	50 mm thick;	m^2	82.08		
	F13 IN SITU CONCRETE: REINFORCED				
	Normal : concrete class 25/ (20 mm) : vibrated;				
	Column Bases;				
b	Generally;	m^3	20.52		
	F30 REINFORCEMENT				
	Deformed bars; high yield steel; cold worked; b.s. 4449 - 2005, including bends, hooks, tying wire, distance blocks, and spacers;				
	Column Bases;				
c	12 mm Diameter;	Kg	1,392.03		
	F40 FORMWORK FOR IN SITU CONCRETE				
	SAWN FORMWORK				
	Column Bases;				
	To Vertical Sides;				
d	Over 300 mm wide;	m^2	82.08		
			To Collection KSHS		

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					SUBSTRUCTURES
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	COLUMNS				
	F CONCRETE WORK				
*	**Notes on concrete work**				
	Prices for Concrete shall include mixing, placing in position, vibrating, curing and collecting cube samples for testing;				
	F13 IN SITU CONCRETE: REINFORCED				
	Normal : concrete class 25/ (20 mm) : vibrated;				
	Columns;				
a	Generally;	m^3	3.42		
	F30 REINFORCEMENT				
	Deformed bars; high yield steel; cold worked; b.s. 4449 - 2005, including bends, hooks, tying wire, distance blocks, and spacers;				
	Columns;				
b	8 mm Diameter;	Kg	303.95		
c	16 mm Diameter;	Kg	864.58		
	F40 FORMWORK FOR IN SITU CONCRETE				
	SAWN FORMWORK				
	Columns;				
	To Vertical Sides;				
d	Over 300 mm wide;	m^2	68.40		
			To Collection KSHS		

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					SUBSTRUCTURES
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	BEAMS				
	F CONCRETE WORK				
	F13 IN SITU CONCRETE: REINFORCED				
	Normal : concrete class 25/ (20 mm) : vibrated;				
	Beams;				
a	Generally;	m^3	20.31		
	F30 REINFORCEMENT **Deformed bars; high yield steel; cold worked; b.s. 4449 - 2005, including bends, hooks, tying wire,**				
	Beams;				
b	8 mm Diameter;	Kg	936.01		
c	12 mm Diameter;	Kg	516.48		
d	16 mm Diameter;	Kg	1,467.05		
	F40 FORMWORK FOR IN SITU CONCRETE				
	SAWN FORMWORK				
	To Vertical Sides and Horizontal Soffits;				
e	Over 300 mm wide;	m^2	251.47		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					SUBSTRUCTURES
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	ACCESS RAMP				
	F CONCRETE WORK				
*	**Notes on concrete work**				
	Prices for Concrete shall include mixing, placing in position, vibrating, curing and collecting cube samples for testing;				
	F13 IN SITU CONCRETE: REINFORCED				
	Normal : concrete class 20 : vibrated;				
	Access Ramp;				
a	Generally;	m³	0.80		
	F30 REINFORCEMENT				
	Fabric; B.S. 4483;				
	Reference A 142 ; mesh 200 x 200 mm weight 2.22 kgs per square metre (measured net - no allawance made for laps); including bends, tying wire and distance blocks;				
b	Generally;	m²	4.65		
	F40 FORMWORK FOR IN SITU CONCRETE				
	SAWN FORMWORK				
	Access Ramp;				
	To Vertical Sides;				
c	Over 300 mm wide;	m²	2.86		
			To Collection KSHS		

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					SUBSTRUCTURES
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	G30 NATURAL STONEWORK **Approved local stone; roughly chissel dressed; beddding and jointing in cement sand mortar (1:3)** Walls;				
a	200 mm thick; reinforced with hoop iron gauge 500 in every alternative course;	m^2	362.70		
			To Collection KSHS		

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					SUBSTRUCTURES
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	Collection				
	Total from Page 1/1 (Site Preparation)				
	Total from Page 1/2 (Excavations, Backfilling & Disposal)				
	Total from Page 1/3 (Dewatering, Planking & Strutting)				
	Total from Page 1/4 (Filling, Antitermite & DPM)				
	Total from Page 1/5 (Ground Slab)				
	Total from Page 1/6 (Strip Footing)				
	Total from Page 1/7 (Column Bases)				
	Total from Page 1/8 (Columns)				
	Total from Page 1/9 (Ground Beam)				
	Total from Page 1/10 (Access Ramps)				
	Total from Page 1/11 (Foundation Walls)				
			Total for Bill KSHS		

BILL NO. 02

FRAME

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
				FRAME - GROUND FLOOR	
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	GROUND FLOOR SLABS				
	F CONCRETE WORK				
	F13 IN SITU CONCRETE: REINFORCED				
	Normal : concrete class 25/ (20 mm) : vibrated;				
	Suspended slab;				
a	150 mm thick;	m^2	303.00		
	F30 REINFORCEMENT				
	Deformed bars; high yield steel; cold worked; b.s. 4449 - 2005, including bends, hooks, tying wire, distance blocks, and spacers;				
	Suspended slab;				
b	8 mm Diameter;	Kg	436.32		
c	10 mm Diameter;	Kg	654.48		
	F40 FORMWORK FOR IN SITU CONCRETE				
	SAWN FORMWORK				
	Suspended slab;				
	To Horrizontal Soffits;				
d	Over 300 mm wide;	m^2	327.00		
	Edges of slab bed;				
e	Over 75 mm but not exceeding 150 mm girth;	m	34.00		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
				FRAME - GROUND FLOOR	
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	BEAMS				
	F CONCRETE WORK				
	F13 IN SITU CONCRETE: REINFORCED				
	Normal : concrete class 25/ (20 mm) : vibrated;				
	Beams;				
a	Generally;	m^3	14.51		
	F30 REINFORCEMENT				
	Deformed bars; high yield steel; cold worked; b.s. 4449 - 2005, including bends, hooks, tying wire, distance blocks, and spacers;				
	Beams;				
b	8 mm Diameter;	Kg	668.58		
c	12 mm Diameter;	Kg	430.40		
d	16 mm Diameter;	Kg	1,222.54		
	F40 FORMWORK FOR IN SITU CONCRETE				
	SAWN FORMWORK				
	To Vertical Sides and Horizontal Soffits;				
e	Over 300 mm wide;	m^2	193.44		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
				FRAME - GROUND FLOOR	
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	COLUMNS				
	F CONCRETE WORK				
	F13 IN SITU CONCRETE: REINFORCED				
	Normal : concrete class 25/ (20 mm) : vibrated;				
	Columns;				
a	Generally;	m^3	6.84		
	F30 REINFORCEMENT				
	Deformed bars; high yield steel; cold worked; b.s. 4449 - 2005, including bends, hooks, tying wire, distance blocks, and spacers;				
	Columns;				
b	8 mm Diameter;	Kg	216.14		
c	12 mm Diameter;	Kg	128.16		
d	16 mm Diameter;	Kg	1,248.83		
	F40 FORMWORK FOR IN SITU CONCRETE				
	SAWN FORMWORK				
	Columns;				
	To Vertical Sides;				
e	Over 300 mm wide;	m^2	136.80		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
				FRAME - GROUND FLOOR	
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	STAIRCASE				
	F CONCRETE WORK				
	F13 IN SITU CONCRETE: REINFORCED				
	Normal : concrete class 25/ (20 mm) : vibrated;				
	Staircases;				
a	Generally;	m^3	2.04		
b	150 mm thick landing;	m^2	3.92		
	F30 REINFORCEMENT				
	Deformed bars; high yield steel; cold worked; b.s. 4449 - 2005, including bends, hooks, tying wire, distance blocks, and spacers;				
	Staircases;				
c	10 mm Diameter;	Kg	85.78		
d	12 mm Diameter;	Kg	128.67		
	F40 FORMWORK FOR IN SITU CONCRETE				
	SAWN FORMWORK				
	Staircase;				
	To Sloping soffits of stairs;				
e	Over 300 mm wide;	m^2	10.92		
	To Vertical sides of stairs;				
f	Over 300 mm wide;	m^2	3.60		
	To Edges of risers;				
g	150 mm high;	m	28.00		
	Landing;				
	To Horizontal soffits of landing;				
h	Over 300 mm wide;	m^2	5.10		
	Edges of landing;				
i	150 mm high;	m	11.20		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
				FRAME - GROUND FLOOR	
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	RAMP				
	F CONCRETE WORK				
	F13 IN SITU CONCRETE: REINFORCED				
	Normal : concrete class 25/ (20 mm) : vibrated;				
	Ramp;				
a	150 mm thick;	m²	25.00		
	F30 REINFORCEMENT				
	Deformed bars; high yield steel; cold worked; b.s. 4449 - 2005, including bends, hooks, tying wire, distance blocks, and spacers;				
	Ramp;				
c	10 mm Diameter;	Kg	45.00		
d	12 mm Diameter;	Kg	54.00		
	F40 FORMWORK FOR IN SITU CONCRETE				
	SAWN FORMWORK				
	Ramp;				
	To Sloping soffits of ramp;				
e	Over 300 mm wide;	m²	22.40		
	To Vertical sides of ramp;				
f	Over 300 mm wide;	m²	6.40		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
				FRAME - GROUND FLOOR	
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	Collection Total from Page 2/1 (Suspended Slabs) Total from Page 2/2 (Beams) Total from Page 2/3 (Columns) Total from Page 2/4 (Staircase) Total from Page 2/5 (Ramp)				
				Total for Frame - Ground Floor to Frame Summary KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					FRAME - FIRST FLOOR
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	BEAMS				
	F CONCRETE WORK				
	F13 IN SITU CONCRETE: REINFORCED				
	Normal : concrete class 25/ (20 mm) : vibrated;				
	Beams;				
a	Generally;	m^3	12.42		
	F30 REINFORCEMENT				
	Deformed bars; high yield steel; cold worked; b.s. 4449 - 2005, including bends, hooks, tying wire, distance blocks, and spacers;				
	Beams;				
b	8 mm Diameter;	Kg	572.36		
c	12 mm Diameter;	Kg	368.46		
d	16 mm Diameter;	Kg	1,046.59		
	F40 FORMWORK FOR IN SITU CONCRETE				
	SAWN FORMWORK				
	To Vertical Sides and Horizontal Soffits;				
e	Over 300 mm wide;	m^2	539.80		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					FRAME - FIRST FLOOR
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	COLUMNS				
	F CONCRETE WORK				
	F13 IN SITU CONCRETE: REINFORCED				
	Normal : concrete class 25/ (20 mm) : vibrated;				
	Columns;				
a	Generally;	m^3	6.24		
	F30 REINFORCEMENT				
	Deformed bars; high yield steel; cold worked; b.s. 4449 - 2005, including bends, hooks, tying wire, distance blocks, and spacers;				
	Columns;				
b	8 mm Diameter;	Kg	197.18		
c	12 mm Diameter;	Kg	128.16		
d	16 mm Diameter;	Kg	1,248.83		
	F40 FORMWORK FOR IN SITU CONCRETE				
	SAWN FORMWORK				
	Columns;				
	To Vertical Sides;				
e	Over 300 mm wide;	m^2	124.80		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					FRAME - FIRST FLOOR
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	Collection Total from Page 2/2 (Beams) Total from Page 2/3 (Columns)				
				Total for Frame - Ground Floor to Frame Summary KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIR					
					FRAME SUMMARY
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	Collection Total from Page 2/6 (Ground Floor) Total from Page 2/1/4 (First Floor)				
				Total for Bill KSHS	0.00

BILL NO. 03

WALLS

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					WALLS - GROUND FLOOR
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	F21 NATURAL STONE MASONRY WALLING/DRESSINGS				
	Approved local stone; machine cut or fine chisel dressed; bedded and jointed in cement sand mortar (1:4);				
	External walling;				
a	200 mm thick;	m^2	388		
	Internal walling;				
b	200 mm thick;	m^2	302		
	G44 DAMP PROOF COURSES				
	B.S. 743; type A; bitumen hessian base; 150 mm laps; No allowance made for laps;				
	Horizontal; 1 No. layer;				
c	200 mm wide; bedded in cement mortar (1:3)	m	267		
	Total for Walls - Ground Floor to Walls Summary KSHS				

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE

WALLS - FIRST FLOOR

Item	Description	Unit	Qty	Rate	Amount (Kshs)
	F21 NATURAL STONE MASONRY WALLING/DRESSINGS				
	Approved local stone; machine cut or fine chisel dressed; bedded and jointed in cement sand mortar (1:4);				
	External walling;				
a	200 mm thick;	m^2	217		
	Internal walling;				
b	200 mm thick;	m^2	265		
	Total for Walls - First Floor to Walls Summary KSHS				

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE		
		WALLS SUMMARY
Item	**Description**	**Amount (Kshs)**
	Collection Total from Page 3/1 (Main Building Ground Floor and Gate House) Total from Page 3/1/1 (First Floor)	
	Total for Bill KSHS	

BILL NO. 04A

ROOF STRUCTURE

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					ROOF STRUCTURE
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	L11 STRUCTURAL TIMBERS (PROVISIONAL)				
	Cypress; prime grade; pressure impregnated;				
	Wallplate bedded in cement:sand (1:3) mortar bolted to concrete with 12 mm diameter bolts at 1000 mm centres;				
a	100 x 50 mm;	m	265		
	The following in members in truss and non-truss members;				
	Tie beams;				
b	150 x 50 mm;	m	340		
	King-post;				
c	100 x 50 mm;	m	185		
	Rafters;				
d	150 x 50 mm;	m	420		
	Tie or strut;				
e	100 x 50 mm;	m	385		
	Common rafters;				
f	100 x 50 mm;	m	520		
	Hip rafters;				
g	100 x 50 mm;	m	486		
	Valley rafters;				
h	100 x 50 mm;	m	186		
	Ridge board;				
i	100 x 50 mm;	m	140		
	Purlins;				
j	100 x 50 mm;	m	810		
	Brandering;				
k	50 x 50 mm;	m	2,450		
	L20 BOARDING				
	Wrought cypress; prime grade; pressure impregnated;				
	Fascia or barge boards;				
l	225 x 25 mm thick;	m	420		
				Total for Bill KSHS	

BILL NO. 04B

ROOF COVERING

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					ROOF COVERING
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	K TILE ROOFING				
	Supply and fix pre-painted corrugated sheets gauge 28 pre-painted roofing sheet covering; from approved manufacturer and of approved colour and size, including edging trim, firmly secured with galvanised steel screws or nails with end and side laps; fixed onto and including timber purlins (m.s.); with all necessary curvatures, hoisting, placing and connections;				
	Coverings; laid and nailed in accordance with manufacturer's instructions;				
a	Sloping not exceeding 45 degrees from horizontal;	m²	1,200		
	Accessories; matching; fixed to manufacturers Specifications				
b	350 mm wide ridge cap to match;	m	140		
c	350 mm wide hip cap to match;	m	48		
d	350 mm wide valley to match;	m	78		
	H32 PLASTICS PROFILED SHEET CLADDING/COVERING /SIDING				
	Supply and fix approved uPVC rainwater system with solvent welded seal ring or dry joints to manufacturer's printed instructions;				
e	Heavy gauge; 100mm diameter grey down pipe;	m	88		
	Accessories;				
f	Extra over for shoes;	No	24		
g	Extra over for swan neck offset;	No	22		
				Total for Bill KSHS	

BILL NO. 05

WINDOWS

Item	Description	Unit	Qty	Rate	Amount (Kshs)
	MILD STEEL WINDOWS (EXTERNAL) - GROUND FLOOR				
	F50 PRECAST CONCRETE SILLS/COPINGS				
	Approved cut stone cill; bedded and jointed in cement (sand (1:3) mortar: pointed in matching coloured cement;				
	Cills				
a	265 x 25 mm thick cill; once weathered and twice throated;	m	95		
	P40 PURPOSE MADE UNITS				
	Casement windows; standard metal casement sections in small panels complete with and including permanent ventilators comprising 'T' - bar, gauze and metal hood to full width of window; coupling mullions, one coat primer by manufacturer; complete with all necessary ironmongery;				
	Steel; for glazing with putty; lugs to two jambs, cutting and pinning to concrete or blockwork; fixing to head and sill with screws, plugging; all according to Architect's Schedules;				
b	Window overall size 3000 x 1500 mm high;	No	17		
c	Window overall size 2500 x 1500 mm high;	No	4		
d	Window overall size 2000 x 1500 mm high;	No	4		
e	Window overall size 1800 x 1500 mm high;	No	3		
f	Window overall size 1200 x 1500 mm high;	No	1		
g	Window overall size 1000 x 900 mm high;	No	11		
				Total for M.S. Windows	

BILL NO. 06

DOORS

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					DOORS
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	MILD STEEL DOORS (EXTERNAL)				
	P METAL WORK				
	P40 PURPOSE MADE UNITS				
	Doors				
	Supply and fix glazed steel casement doors; standard hollow or angle sections; plugging or fixing to concrete, blockwork or stonework; on and including 5 mm thick one way plate glass; on and including mild steel hollow section framing all round; complete with all necessary ironmongery; all in accordance with architect's drawings;				
a	Double Door; Overall size 1500 x 2550 mm high;	No	3		
b	Single Door; Overall size 900 x 2550 mm high;	No	6		
	FLUSH DOORS				
	M15 TIMBER FLUSH DOORS				
	50mm thick solid cored flush door (Mahogany Veneered)				
c	Single door; leaf size 900 x 2100 mm high; with 450 mm fanlight (m.s.);	No	27		
d	Single door; leaf size 800 x 2100 mm high; with 450 mm fanlight (m.s.);	No	8		
	FRAMES				
	Mahogany; prime grade; selected;				
	Frames;				
e	200 x 50 mm thick; one labour with rounded edges;	m	179		
	Transome;				
f	200 x 50 mm thick; two labours with rounded edges;	m	70		
	Architraves;				
g	50 x 25 mm with two labours, plugged;	m	357		
	Glazing-beads;				
h	50 x 25 mm thick;	m	70		

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					DOORS
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	M60 IRONMONGERY				
	Supply and fix the following as per Union catalogue or other equal and approved;				
	To metal doors or the like fixing with screws;				
i	25 mm Diameter rubber door stop raw bolted to floor or wall;	No	9		
	Supply and fix the following as per Union catalogue or other equal and approved;				
	To softwood, hardwood or the like fixing with screws;				
j	Steel butt hinges; 100 x 60 x 2.5 mm thick;	Pair	35		
k	Three lever mortice lock catalogue No. 2237 complete with set lever furniture;	No	35		
l	25 mm Diameter rubber door stop raw bolted to floor or wall	No	35		
				Total for M.S. Doors	

BILL NO. 07

RENDER WORKS

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
	RENDER WORKS - GROUND FLOOR & GATE HOUSE				
Item	**Description**	**Unit**	**Qty**	**Rate**	**Amount (Kshs)**
	S10 INSITU FINISHES **Prices of render and keypointing shall include scaffolds, curing, workmanship and tools necessary to complete the works**				
*	**Render; cement and sand 1:3; wood floated;** 15 mm thick in 2 No coats work; to concrete or block work base (m/s); generally to:				
a	Walls; external;	m²	617		
b	Sides and soffites of beams; external;	m²	109		
c	Sides of columns; external;	m²	21		
d	Plinth and foundation walls; external;	m²	121		
	Opening reveals;				
e	Window reveals; 100 wide; external;	m	171		
f	Door reveals; 100 wide; external; 100 mm thick x 50 mm wide decorative moulding; to concrete or block work base (m/s); generally to:	m	150		
g	Window architrave; external;	m	171		
h	Door architrave; external;	m	150		
tal for Render Works - Ground Floor & Gate House to Render Works Summary KSHS					

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
				RENDER WORKS - FIRST FLOOR	
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	S10 INSITU FINISHES **Prices of render and keypointing shall include scaffolds, curing, workmanship and tools necessary to complete the works**				
*	**Render; cement and sand 1:3; wood floated;** 15 mm thick in 2 No coats work; to concrete or block work base (m/s); generally to:				
a	Walls; external;	m²	473		
b	Sides and soffites of beams; external;	m²	83		
c	Sides of columns; external;	m²	18		
d	Plinth and foundation walls; external;	m²	93		
	Opening reveals;				
e	Window reveals; 100 wide; external;	m	108		
f	Door reveals; 100 wide; external; 100 mm thick x 50 mm wide decorative moulding; to concrete or block work base (m/s); generally to:	m	102		
g	Window architrave; external;	m	108		
h	Door architrave; external;	m	102		
Total for Render Works - First Floor to Render Works Summary KSHS					

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE		
		RENDER WORKS SUMMARY
Item	**Description**	**Amount (Kshs)**
	Collection Total from Page 8/1 (Ground Floor) Total from Page 8/1/1 (First Floor)	
	Total for Rendering	

BILL NO. 08

PLASTER WORKS

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
				PLASTER WORK - GROUND FLOOR	
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	S10 INSITU FINISHES				
*	**Prices of plastering and backings shall include scaffolds, curing, workmanship and tools necessary to complete the works**				
	Plaster; 9 mm first coat of cement and sand 1:6; 3 mm second coat of cement and lime putty (1:5); steel trowelled;				
	12 mm thick in 2 No coats work; to concrete or block work base (m/s); generally to internal surfaces;				
a	Ceilings; internal;	m²	303		
b	Walls; internal;	m²	553		
c	Sides of beams; internal;	m²	193		
d	Sides of columns; internal;	m²	28		
	Opening reveals;				
e	Window reveals; 100 wide; internal;	m	171		
f	Door reveals; 100 wide; internal;	m	150		
Total for Plaster Works - Ground Floor & Gate House to Plaster Works Summary KSHS					

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
				PLASTER WORK - GROUND FLOOR	
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	S10 INSITU FINISHES				
*	**Prices of plastering and backings shall include scaffolds, curing, workmanship and tools necessary to complete the works**				
	Plaster; 9 mm first coat of cement and sand 1:6; 3 mm second coat of cement and lime putty (1:5); steel trowelled;				
	12 mm thick in 2 No coats work; to concrete or block work base (m/s); generally to internal surfaces;				
a	Walls; internal;	m²	538		
b	Sides of beams; internal;	m²	148		
c	Sides of columns; internal;	m²	21		
	Opening reveals;				
d	Window reveals; 100 wide; internal;	m	108		
e	Door reveals; 100 wide; internal;	m	102		
Total for Plaster Works - Ground Floor & Gate House to Plaster Works Summary KSHS					

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENG					
				PLASTER WORKS SUMMARY	
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	Collection Total from Page 9/1 (Ground Floor) Total from Page 9/1/1 (First Floor)				
				Total for Bill KSHS	

BILL NO. 09

FLOOR SCREED

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
				FLOOR SCREED - GROUND FLOOR	
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	S10 INSITU FINISHES				
*	**Prices of beds and backings shall include scaffolds, curing, workmanship and tools necessary to complete the works**				
	Screed; cement and sand 1:3; wood floated;				
	30 mm thick in 2 No coats work; to concrete or block work base (m/s); generally to floors: level				
a	**Floor; level; internal;**	m^2	570		
b	Skirting; 100 mm wide; internal;	m	340		
c	Skirting; 100 mm wide; external;	m	146		
	To Opening reveals;				
d	Door reveals; 200 wide; internal;	m	146		
l for Floor Screed - Ground Floor & Gate House to Floor Screed Summary KSHS					

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
				FLOOR SCREED - FIRST FLOOR	
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	S10 INSITU FINISHES				
*	**Prices of beds and backings shall include scaffolds, curing, workmanship and tools necessary to complete the works**				
	Screed; cement and sand 1:3; wood floated;				
	30 mm thick in 2 No coats work; to concrete or block work base (m/s); generally to floors: level				
a	**Floor; level; internal;**	m^2	303		
b	Skirting; 100 mm wide; internal;	m	285		
c	Skirting; 100 mm wide; external;	m	118		
	To Opening reveals;				
d	Door reveals; 200 wide; internal;	m	104		
otal for Floor Screed - Ground Floor & Gate House to Floor Screed Summary KSHS					

FLOOR SCREED SUMMARY

Item	Description	Amount (Kshs)
	Collection	
1	Total from Page 10/1 (Ground Floor)	
2	Total from Page 10/1/1 (First Floor)	
	Total for Screeding work	

BILL NO. 10

MILD STEEL RAILING

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					MILD STEEL RAILING
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	L30 STAIRS /WALKWAYS /BALUSTRADES				
	Mild steel balustrading; comprising of 50 mm diameter x 3 mm thick mild steel handrail; 40 mm diameter x 3 mm thick hollow section baluster at 1000 mm centres; including 3 mm thick x 50 mm diameter bottom plate around baluster; all welded, grounded smooth and fixed on floors with lugs and steel plate; all to architect's detailed drawings;				
	To staircases;				
	1000 mm high; raking; including priming after fabrication;				
a	Ground Floor;	m	18		
	To ramp;				
	1000 mm high; raking; including priming after fabrication;				
b	Ground Floor;	m	16		
	To Balcony;				
	1000 mm high; horizontal; including priming after fabrication;				
c	First Floor;	m	15		
				Total for Bill KSHS	

BILL NO. 11

FLOOR TILES

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					FLOOR TILES - GROUND FLOOR
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	FLOOR TILES				
	Approved Ceramic tiles; as supplied by "Twyford" or other equal and approved: laid to regular pattern; bedded and jointing in cement mortar (1:4); joints flush pointed in matching cement grout;				
	Approved size; butt joints staight both ways; to cement and sand base (m.s.); generally to;				
a	Floor; level; internal;	m²	591		
b	Skirting; 100 mm wide; rounded junction with wall finish and coved junction with floor; internal;	m	452		
c	Door reveals; 200 wide; internal;	m	35		
	Approved Ceramic tiles; Outdoor tiles; as supplied by "Twyford" or other equal and approved: laid to regular pattern; bedded and jointing in cement mortar (1:4); joints flush pointed in matching cement grout;				
d	Floor; falls; external;	m²	64		
e	Skirting; 100 mm wide; rounded junction with wall finish and coved junction with floor; external;	m	246		
	Total for Floor Tiles - Ground Floor to Floor Tiles Summary KSHS				

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
				FLOOR TILES - FIRST FLOOR	
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	FLOOR TILES				
	Approved Ceramic tiles; as supplied by "Twyford" or other equal and approved: laid to regular pattern; bedded and jointing in cement mortar (1:4); joints flush pointed in matching cement grout;				
	Approved size; butt joints staight both ways; to cement and sand base (m.s.); generally to;				
a	Floor; level; internal;	m^2	303		
b	Skirting; 100 mm wide; rounded junction with wall finish and coved junction with floor; internal;	m	356		
c	Door reveals; 200 wide; internal;	m	17		
	Total for Floor Tiles - Ground Floor to Floor Tiles Summary KSHS				

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE EN		
	FLOOR TILES SUMMARY	
Item	**Description**	**Amount (Kshs)**
	Collection	
1	Total from Page 12/1 (Ground Floor)	
2	Total from Page 12/1/1 (First Floor)	
	Total for Tiles	

BILL NO. 12

ACOUSTIC CEILING

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					ACOUSTIC CEILING
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	S70 SUSPENDED PLAIN SHEET LININGS WITH SUPPORTING METALWORK				
	Supply and fix 600 x 600 mm suspended semi-recessed L.I.G. acoustic ceiling panels as Armstrong Fine Fissured Tegular 95% RH SecondLook on white 24 mm wide lay-in grid as Trulok F24 (Armstrong) with and including fixing to suspended white powder coated aluminium 'T-grid' brandering support system complete with white perimeter and curved trim and wall angles as necessary; all in accordance with Architect's drawings;				
	Ceilings;				
a	Ground Floor & Gate House	m²	87		
b	First Floor;	m²	320		
				Total for Bill KSHS	

BILL NO. 13

PAINT WORKS

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE

PAINT WORK - GROUND FLOOR

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	PAINTING EXTERNAL WALLS				
	Prepare and apply three coats of "Duracoat Silicone Exterior Emulsion paint" or equal and approved exterior quality paint				
	Wood floated rendered surfaces;				
a	Walls; external;	m²	384		
b	Sides and soffites of beams; external;	m²	38		
c	Sides of columns; external;	m²	21		
	Opening reveals;				
d	Window reveals; 100 wide; external;	m	157		
e	Door reveals; 100 wide; external;	m	78		
	Decorative mouldings;				
f	Window architrave; 100 wide; external;	m	157		
g	Door architrave; 100 wide; external;	m	78		
	2 coats black bitumastic paint; to crown paints or equal and approved;				
	Wood floated rendered surfaces;				
h	Plinth and foundation walls; external;	m²	65		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
				PAINT WORK - GROUND FLOOR	
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	PAINTING INTERNAL WALLS				
	Prepare and apply one undercoat; two coats premium quality silk vinly paint; to Crown paints or equal and approved;				
	Steel floated plastered surfaces;				
a	Walls; internal;	m²	372		
b	Sides of beams; internal;	m²	98		
c	Sides of Columns; internal;	m²	68		
	Opening reveals;				
d	Window reveals; 100 wide; external;	m	193		
e	Door reveals; 100 wide; external;	m	168		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
				PAINT WORK - GROUND FLOOR	
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	PAINTING TIMBER				
	Prepare and apply one coat of aluminum hardwood primer; to Crown paints or equal and approved;				
	Wood surfaces; before fixing;				
	Frames or the like;				
a	Over 100 but not exceeding 200 mm girth; internal;	m	168		
	Knot, prime and stop; prepare surfaces and apply one coat approved stain; three coats polyurethane varnish; to Crown paints or equal and approved;				
	Wood surfaces;				
	General door surfaces;				
b	Over 300 mm girth; internal;	m^2	45		
	Frames or the like;				
c	Over 100 but not exceeding 200 mm girth; internal;	m	168		
d	Not exceeding 100 mm girth; internal;	m	336		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
				PAINT WORK - GROUND FLOOR	
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	PAINTING METAL				
	Touching up manufacturer's priming coat; one undercoat; two coats oil paint full gloss; to Crown paints or equal and approved;				
	Metal windows (External);				
a	Over 300 mm girth; internal;	m²	62		
b	Over 300 mm girth; external;	m²	62		
	Metal windows (Internal);				
c	Over 300 mm girth; internal; measured both sides;	m²	47		
	Metal doors;				
d	Over 300 mm girth; internal;	m²	26		
e	Over 300 mm girth; external;	m²	26		
	Metal railing;				
f	Over 300 mm girth; external; measured both sides;	m²	144		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE

PAINT WORK - GROUND FLOOR

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Collection				
	Total from Page 14/1 (Painting External Walls)				
	Total from Page 14/2 (Painting Internal Walls)				
	Total from Page 14/3 (Painting Timber)				
	Total from Page 14/4 (Painting Metal)				
	Total for Paint Work - Ground Floor and Gate house to Paint Work Summary KSHS				

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
				PAINT WORK - FIRST FLOOR	
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	PAINTING EXTERNAL WALLS				
	Prepare and apply three coats of "Duracoat Silicone Exterior Emulsion paint" or equal and approved exterior quality paint				
	Wood floated rendered surfaces;				
a	Walls; external;	m^2	326.40		
b	Sides and soffites of beams; external;	m^2	102.40		
c	Sides of columns; external;	m^2	21.00		
	Opening reveals;				
d	Window reveals; 100 wide; external;	m	94.50		
e	Door reveals; 100 wide; external;	m	42.00		
	Decorative mouldings;				
f	Window architrave; 100 wide; external;	m	94.50		
g	Door architrave; 100 wide; external;	m	42.00		
	2 coats black bitumastic paint; to crown paints or equal and approved;				
	Wood floated rendered surfaces;				
h	Plinth and foundation walls; external;	m^2	165.00		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
				PAINT WORK - FIRST FLOOR	
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	PAINTING INTERNAL WALLS				
	Prepare and apply one undercoat; two coats premium quality silk vinly paint; to Crown paints or equal and approved;				
	Steel floated plastered surfaces;				
a	Walls; internal;	m^2	312.00		
b	Sides of beams; internal;	m^2	83.20		
c	Sides of columns; internal;	m^2	79.20		
	Opening reveals;				
d	Window reveals; 100 wide; external;	m	82.00		
e	Door reveals; 100 wide; external;	m	45.00		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
				PAINT WORK - FIRST FLOOR	
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	PAINTING TIMBER				
	Prepare and apply one coat of aluminum hardwood primer; to Crown paints or equal and approved;				
	Wood surfaces; before fixing;				
	Frames or the like;				
a	Over 100 but not exceeding 200 mm girth; internal;	m	92.00		
	Knot, prime and stop; prepare surfaces and apply one coat approved stain; three coats polyurethane varnish; to Crown paints or equal and approved;				
	Wood surfaces;				
	General door surfaces;				
b	Over 300 mm girth; internal;	m^2	56.00		
	Frames or the like;				
c	Over 100 but not exceeding 200 mm girth; internal;	m	110.00		
d	Not exceeding 100 mm girth; internal;	m	168.00		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
				PAINT WORK - FIRST FLOOR	
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	PAINTING METAL				
	Touching up manufacturer's priming coat; one undercoat; two coats oil paint full gloss; to Crown paints or equal and approved;				
	Metal windows (External);				
a	Over 300 mm girth; internal;	m²	83.00		
b	Over 300 mm girth; external;	m²	83.00		
	Burglar Proofing;				
c	Over 300 mm girth; internal; measured both sides;	m²	0.00		
	Metal windows (Internal);				
d	Over 300 mm girth; internal; measured both sides;	m²	22.00		
	Metal doors;				
e	Over 300 mm girth; internal;	m²	40.00		
f	Over 300 mm girth; external;	m²	40.00		
	Metal railing;				
g	Over 300 mm girth; external; measured both sides;	m²	244.00		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
				PAINT WORK - FIRST FLOOR	
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	Collection				
	Total from Page 14/1 (Painting External Walls)				
	Total from Page 14/2 (Painting Internal Walls)				
	Total from Page 14/3 (Painting Timber)				
	Total from Page 14/4 (Painting Metal)				
	Total for Paint Work - Ground Floor to Paint Work Summary KSHS				

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					PAINTING SUMMARY
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	Collection Total from Page 14/5 (Ground Floor) Total from Page 14/1/5 (First Floor)				
				Total for Bill KSHS	

BILL NO. 14

GLAZING WORKS

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					GLAZING WORK
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	GLASS TO MILD STEEL WINDOWS				
	Sheet; One-way				
	5 mm thick to metal with putty glazing compund;				
	In panes; not exceeding 0.10 square metres;				
a	Ground Floor;	m²	122		
b	First Floor;	m²	68		
	GLASS TO TIMBER DOOR FANLIGHT				
	Sheet; clear;				
	5 mm thick to metal with putty glazing compund;				
	In panes; not exceeding 0.10 square metres;				
c	Ground Floor;	m²	14		
d	First Floor;	m²	9		
				Total for Bill KSHS	

BILL NO. 15

STAIRCASE FINISHES

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE

STAIRCASE FINISHES

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	S10 INSITU FINISHES				
	Screed; cement and sand 1:3; wood floated;				
	Stair landing;				
a	20 mm thick; 2 No coat work to concrete, block work or brickwork base (m.s); generally to receive Ceramic floor tiles flooring(m/s) to concrete or blockwork base generally;	m²	4		
	Treads				
b	300 mm wide	m	27		
	Risers				
c	150 mm high	m	28		
	Skirtings				
d	100 mm high	m	9		
	STAIRCASE TILES				
	Tenderer to Add for taking delivery and fixing on the P.C. Rate provided for fixing of tiles;				
	Approved Ceramic tiles - P.C. Rate of Kshs. 1000 per square meter including fixing on cement sand screed backing (m.s)				
e	Stair landings	m²	4		
f	300 mm wide; treads	m	27		
g	150 mm high; Risers;	m	28		
h	100 x 10 mm high; skirting;	m	9		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					STAIRCASE FINISHES
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	M20 PLASTERED /RENDERED /ROUGHCAST COATINGS				
	Plaster; cement and sand 1:3; work to block work;				
	12 mm thick in 2 No coats work; to concrete or block work base (m/s); generally to:				
a	Sides of stairs;	m²	5		
b	Soffits of landing;	m²	4		
c	Waist; sloping;	m²	11		
	PAINTING PLASTER				
	Prepare and apply three coats of "Duracoat Silicone Exterior Emulsion paint" or equal and approved exterior quality paint				
	Steel floated plastered;				
d	Sides of stairs;	m²	5		
e	Soffits of landing;	m²	4		
f	Waist; sloping;	m²	11		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					STAIRCASE FINISHES
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	Collection Total from Page 16/1 Total from Page 16/2				
				Total for 1 No. Staircase KSHS	

BILL NO. 16

RAMP FINISHES

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					RAMP FINISHES
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	S10 INSITU FINISHES				
	Screed; cement and sand 1:3; wood floated;				
	20 mm thick; 2 No coat work to concrete, block work or brickwork base (m.s); generally to receive Terrazzo flooring(m/s) to concrete or blockwork base generally;				
a	Ramp;	m²	18		
	TERRAZZO FLOORING				
	Terrazzo flooring; in-situ finish; approved marble chips mixed with white or grey cement binder; laid in bays with PVC dividing strips; compacted, rubbed down, machine polished, and sealed to smooth finish; colour and aggregate size to Architect's approval;				
b	Ramp;	m²	18		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					RAMP FINISHES
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	M20 PLASTERED /RENDERED /ROUGHCAST COATINGS				
	Plaster; cement and sand 1:3; work to block work;				
	12 mm thick in 2 No coats work; to concrete or block work base (m/s); generally to:				
a	Sides of ramps;	m²	10		
c	Waist; sloping;	m²	18		
	PAINTING PLASTER				
	Prepare and apply three coats of "Duracoat Silicone Exterior Emulsion paint" or equal and approved exterior quality paint				
	Steel floated plastered;				
d	Sides of ramp;	m²	10		
f	Waist; sloping;	m²	18		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					RAMP FINISHES
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	Collection Total from Page 17/1 Total from Page 17/2				
				Total for Bill KSHS	

BILL NO. 17

BRANDING & SIGNAGE

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					BRANDING & SIGNAGE
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	BRANDING & SIGNAGE				
	Project Branding (Paint)				
a	1800mm by 1500mm Project Branding as shall be guided by the Project Manager;	2	No.		
	Signage				
	All Rooms				
b	300mm by 100mm Project Sectional Plastic Screwed Signage as shall be guided by the Project Manager	26	No.		
				Total for Bill KSHS	

PART A - SUMMARY

BUILDER'S WORK

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE				
				BUILDER'S WORK
Item	**Description**	**Bill No.**	**Page No.**	**Amount (Kshs)**
	Summary			
	SUBSTRUCTURES	BILL NO. 01	Page 1/12	
	FRAME	BILL NO. 02	Page 2/S	
	WALLS	BILL NO. 03	Page 3/S	
	ROOF STRUCTURE	BILL NO. 04A	Page 4A/1	
	ROOF COVERING	BILL NO. 04B	Page 4B/1	
	MILD STEEL WINDOWS	BILL NO. 05A	Page 5A/S	
	DOORS	BILL NO. 06	Page 6/S	
	PLASTER WORKS	BILL NO. 09	Page 9/S	
	FLOOR SCREED	BILL NO. 10	Page 10/S	
	MILD STEEL RAILING	BILL NO. 11	Page 11/1	
	FLOOR TILES	BILL NO. 12	Page 12/S	
	ACOUSTIC CEILING	BILL NO. 13	Page 13/1	
	PAINT WORKS	BILL NO. 14	Page 14/S	
	GLAZING WORKS	BILL NO. 15	Page 15/1	
	STAIRCASE FINISHES	BILL NO. 16	Page 16/3	
	RAMP FINISHES	BILL NO. 17	Page 17/3	
	BRANDING & SIGNAGE	BILL NO. 18	Page 20/1	
			Total to Grand Summary KSHS	

PART C

LANDSCAPING WORKS

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					LANDSCAPING
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	HARD LANDSCAPING (PROVISIONAL)				
	ACCESS ROAD (150 METRES X 9 METRES WIDE)				
	Excavations;				
a	Excavate to reduce levels; average depth of 450 mm starting from existing ground level	m^3	582		
	Filling and Treatment				
b	Imported approved hardcore/gravel filling in making up levels well rolled and compacted to 95% maximum density: depositing and compacting in layers maximum 150mm thick	m^3	582		
c	Handpacking 150 mm thick hardcore base filling in making up levels well rolled and compacted to 95% maximum density	m^2	1,294		
d	40mm quarry dust bed on handpacked stones (m^3/s) to receive concrete paving blocks / concrete slab	m^2	1,294		
e	Approved herbicide treatment to quarry dust bed: with 20 years guarantee	m^2	1,294		
	Concrete paving blocks				
f	80mm thick Heavy duty precast paving blocks; Cabro blocks: to prepared sub-base m^3/s: laid to falls not exceeding 15 degrees from horizontal	m^2	1,294		
	Road furniture				
g	Kerbs and channel size 250 x 125mm and 125 x 125 respectively; laid sequentially; splayed; B.S. 340: bedding, jointing and pointing in cement/sand mortar 1:3; including all necessary excavation, disposal and formwork: laid on and including 100mm thick plain insitu concrete class 20/20 haunched base and back 375mm wide	m	340		
h	Prepare road surface and paint yellow/white road marking lines 100mm wide	m	120		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
				LANDSCAPING	
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	HARD LANDSCAPING CONT …				
	INSIDE SITE ACCESS WAY (30 METRES X 4.00 METRES WIDE)				
	Excavations;				
a	Excavate to reduce levels; average depth of 450 mm starting from existing ground level	m^3	63		
	Filling and Treatment				
b	Imported approved hardcore filling in making up levels well rolled and compacted to 95% maximum density: depositing and compacting in layers maximum 150mm thick	m^3	63		
c	Handpacking 150 mm thick hardcore base filling in making up levels well rolled and compacted to 95% maximum density	m^2	140		
	40mm quarry dust bed on handpacked stones (m^3/s) to receive concrete paving blocks / concrete slab	m^2	140		
d	Approved herbicide treatment to quarry dust bed: with 20 years guarantee	m^2	140		
	Concrete paving blocks				
e	80mm thick medium duty blocks; Cabro blocks: to prepared sub-base m^3/s: to parking; laid to falls not exceeding 15 degrees from horizontal	m^2	140		
	Road furniture				
f	Kerbs and channel size 250 x 125mm and 125 x 125 respectively; laid sequentially; splayed; B.S. 340: bedding, jointing and pointing in cement/sand mortar 1:3; including all necessary excavation, disposal and formwork: laid on and including 100mm thick plain insitu concrete class 20/20 haunched base and back 375mm wide	m	108		
g	Prepare road surface and paint yellow/white road marking lines 100mm wide	m	28		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					LANDSCAPING
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	HARD LANDSCAPING CONT …				
	PARKING (43 METRES X 22 METRES)				
	Excavations;				
a	Excavate to reduce levels; average depth of 450 mm starting from existing ground level	m^3	435		
	Filling and Treatment				
b	Imported approved hardcore/gravel filling in making up levels well rolled and compacted to 95% maximum density: depositing and compacting in layers maximum 150mm thick	m^3	435		
	Handpacking 150 mm thick hardcore base filling in making up levels well rolled and compacted to 95% maximum density	m^2	967		
c	40mm quarry dust bed on handpacked stones (m^3/s) to receive concrete paving blocks / concrete slab	m^2	967		
	Approved herbicide treatment to quarry dust bed: with 20 years guarantee	m^2	967		
d	**Concrete paving blocks**				
	80mm thick Heavy duty precast paving blocks; Cabro blocks: to prepared sub-base m^3/s: laid to falls not exceeding 15 degrees from horizontal	m^2	967		
e	**Road furniture**				
	Kerbs and channel size 250 x 125mm and 125 x 125 respectively; laid sequentially; splayed; B.S. 340: bedding, jointing and pointing in cement/sand mortar 1:3; including all necessary excavation, disposal and formwork: laid on and including 100mm thick plain insitu concrete class 20/20 haunched base and back 375mm wide	m	108		
f	Prepare road surface and paint yellow/white road marking lines 100mm wide	m	82		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					LANDSCAPING
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
					LANDSCAPING SUMMARY
	Collection Total from Page B1/1 (ACESS ROAD) Total from Page B1/2 (INSIDE SITE ACCESS WAY) Total from Page B1/3 (PARKING)				
				To Landscaping Works Summary KSHS	

PART D

ELEVATED WATER TANK STRUCTURE

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					ELEVATED WATER TANK STRUCTURE
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	EXCAVATION AND EARTHWORK				
a	Excavate in soft materials to a depth not exceeding 1.50meters deep; for column bases	m^3	36.00		
	DISPOSAL OF EXCAVATED MATERIALS				
b	Remove from site; Surplus excavated materials	m^3	18.00		
	INSITU CONCRETE				
	Normal : concrete class 25/(20mm)				
c	Bases	m^3	6.80		
	SAWN FORMWORK				
d	To vertical sides of bases	m^2	14.00		
	REINFORCEMENT FOR IN SITU CONCRETE				
e	Assorted deformed bars; high yield steel; cold worked; b.s. 4449 - 2005,including bends, hooks tying wire, distance blocks and spacers all in position as necessary;	Kg	240.00		
	STRUCTURAL STEELWORK				
	Structural Steelwork to B.S. 449 members complete and including all necessary welds, plates, cleats, and primer coat and application of two coats of oil gloss paint after erection as specified by the structural Engineer				
f	100 x 100 x 3 mm thick SHS (9.14 kg/m)	Kg	410.00		
g	75 x 75 x 3 mm thick SHS (6.78 kg/m)	Kg	326.00		
h	50 x 50 x 1.5 mm thick SHS (2.28 kg/m)	Kg	138.00		
i	40 x 40 x 1.5 mm thick SHS (1.81 kg/m)	Kg	110.00		
j	25 x 25 x 1.5 mm thick SHS (1.13 kg/m)	Kg	42.00		
k	50 x 50 x 6 mm thick ANGLE LINE (4.16 kg/m)	Kg	250.00		
l	2400 x 1200 x 1.5 mm thick steel plate	No	4.00		
	WATER TANK				
m	Supply of 10,000 Litres tank as per Roto Tanks or equal and approved;	No.	2.00		
Total for Elevated Water Tank Structure to Grand Summary KSHS					

PART E

BOUNDARY WALL

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					BOUNDARY WALL
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	EXCAVATION AND EARTHWORK				
*	**Notes on Excavation Works** **All excavations measured nett with no allowance for working spaces as per SMM 2008 edition** **Prices for Excavation shall include the removal of any buried structure or services not to be part of the proposed construction, including transport of excavated, surplus materials to a location approved by the Architect/Engineer outside the site and in accordance to the County Government regulations** **All excavations shall include excavating, destruction of termites nests within site of works, take out and destroy queens, and fill voids with approved material.**				
	SITE PREPARATION;				
	Clearing site vegetation				
	Grubbing up roots and filling up voids left with selected excavated material;				
a	Bushes, shrubs, undergrowth or the like and cart away from site;	m^2	267.00		
	Preserving vegetable soil				
	Excavating average 200 mm deep;				
b	Load up and store on site, later level and spread as directed on site and cart away surplus excavated material;	m^2	53.40		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					BOUNDARY WALL
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	EXCAVATION				
	Excavating				
	Trenches; to receive foundations; starting from reduced level;				
b	Not exceeding 1 m deep;	m³	267.00		
	Pits; to receive isolated bases or the like; starting from reduced level;				
c	Not exceeding 1 m deep;	m³	29.87		
	Breaking out existing material; extra over all kinds of excavations irrespective of depth;				
d	Rock irrespective of class;	m³	8.96		
	Disposal				
	Excavated material;				
e	Backfilling, depositing and compacting in layers maximum 150 mm thick;	m³	178.12		
	Surplus excavated material;				
f	Remove from site;	m³	178.12		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					BOUNDARY WALL
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	DISPOSAL OF WATER				
	Labour and materials				
	Keeping excavation free from;				
a	General water;	item	1.00		
	PLANKING AND STRUTTING				
	Labour and materials				
	To uphold the sides of excavations; generally				
b	Generally;	item	1.00		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					BOUNDARY WALL
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	STRIP FOOTING				
	CONCRETE WORK				
*	**Notes on concrete work**				
	Prices for Concrete shall include mixing, placing in position, vibrating, curing and collecting cube samples for testing;				
	F10 IN SITU CONCRETE: PLAIN				
	Normal : mass concrete class 15;				
	Blinding under Strip Footing;				
a	50 mm thick;	m^2	267.00		
	IN SITU CONCRETE: REINFORCED				
	Normal : concrete class 25/ (20 mm) : vibrated;				
	Strip Footing;				
b	Generally;	m^3	53.40		
	REINFORCEMENT				
	Deformed bars; high yield steel; cold worked; b.s. 4449 - 2005, including bends, hooks, tying wire, distance blocks, and spacers;				
	Strip Footing;				
c	10 mm Diameter; Longitudinal;	Kg	654.00		
e	12 mm Diameter; Lateral;	Kg	1,288.00		
	FORMWORK FOR IN SITU CONCRETE				
	SAWN FORMWORK				
	Strip Footing;				
	To Vertical Sides;				
f	Over 300 mm wide;	m^2	267.00		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					BOUNDARY WALL
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	COLUMN BASES **CONCRETE WORK**				
*	**Notes on concrete work** **Prices for Concrete shall include mixing, placing in position, vibrating, curing and collecting cube samples for testing;** **IN SITU CONCRETE: PLAIN** **Normal : mass concrete class 15;** Blinding under Column Bases;				
a	50 mm thick;	m^2	216.00		
	IN SITU CONCRETE: REINFORCED **Normal : concrete class 25/ (20 mm) : vibrated;** Column Bases;				
b	Generally;	m^3	54.00		
	REINFORCEMENT **Deformed bars; high yield steel; cold worked; b.s. 4449 - 2005, including bends, hooks, tying wire,** Column Bases;				
c	12 mm Diameter;	Kg	2,616.60		
	FORMWORK FOR IN SITU CONCRETE **SAWN FORMWORK** Column Bases; To Vertical Sides;				
d	Over 300 mm wide;	m^2	216.00		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					BOUNDARY WALL
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	COLUMNS **CONCRETE WORK**				
*	**Notes on concrete work** **Prices for Concrete shall include mixing, placing in position, vibrating, curing and collecting cube samples for testing;** **F13 IN SITU CONCRETE: REINFORCED** **Normal : concrete class 25/ (20 mm) : vibrated;** Columns;				
a	Generally;	m^3	21.00		
	REINFORCEMENT **Deformed bars; high yield steel; cold worked; b.s. 4449 - 2005, including bends, hooks, tying wire,** Columns;				
b	8 mm Diameter;	Kg	3,940.13		
c	12 mm Diameter;	Kg	2,029.20		
	FORMWORK FOR IN SITU CONCRETE **SAWN FORMWORK** Columns; To Vertical Sides;				
d	Over 300 mm wide;	m^2	420.00		
				To Collection KSHS	

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	BEAMS				
	F CONCRETE WORK				
*	**Notes on concrete work**				
	Prices for Concrete shall include mixing, placing in position, vibrating, curing and collecting cube samples for testing;				
	IN SITU CONCRETE: REINFORCED				
	Normal : concrete class 25/ (20 mm) : vibrated;				
	Columns;				
a	Generally;	m^3	53.40		
	REINFORCEMENT				
	Deformed bars; high yield steel; cold worked; b.s. 4449 - 2005, including bends, hooks, tying wire,				
	Columns;				
b	8 mm Diameter;	Kg	878.88		
c	12 mm Diameter;	Kg	1,584.20		
	FORMWORK FOR IN SITU CONCRETE				
	SAWN FORMWORK				
	Columns;				
	To Vertical Sides;				
d	Over 300 mm wide;	m^2	267.00		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					BOUNDARY WALL
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	WALLING WORK				
	NATURAL STONEWORK **Approved local stone; roughly chissel dressed; beddding and jointing in cement sand mortar (1:3)** Walls;				
a	200 mm thick; reinforced with hoop iron gauge 500 in every alternative course;	m²	1,290.50		
	INSITU FINISHES				
*	**Prices of plastering and backings shall include scaffolds, curing, workmanship and tools necessary to complete the works** **Plaster; 9 mm first coat of cement and sand 1:6; 3 mm second coat of cement and lime putty (1:5); steel trowelled;** 12 mm thick in 2 No coats work; to concrete or block work base (m/s); generally to internal surfaces;				
b	Internal wall above the ground, Front outer wall including all Columns and Beam	m²	1,288		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					BOUNDARY WALL
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	Collection				
	Total from Page 1/1 (Site Preparation)				
	Total from Page 1/2 (Excavations, Backfilling & Disposal)				
	Total from Page 1/3 (Dewatering, Planking & Strutting)				
	Total from Page 1/6 (Strip Footing)				
	Total from Page 1/7 (Column Bases)				
	Total from Page 1/8 (Columns)				
	Total from Page 1/9 (Beams)				
	Total from Page 1/10 (Foundation Walls)				
				Total for Bill KSHS	

PART F

SEPTIK TANK

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
	SEPTIK TANK				
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	EXCAVATING AND FILLING				
	EXCAVATING				
	Bulk excavation for septic tank;				
a	Depth not exceeding 1.5 m deep starting from reduced level;	m^3	13.20		
b	Ditto but depth over 1.5 m but not exceeding 2.0 m deep starting from reduced level;	m^3	4.40		
	DISPOSAL				
	Surplus excavated material;				
d	Off site to contractor's tip;	m^3	17.60		
e	Return fill and ram selected excavated materials around foundations;	m^3	3.00		
	Loose filling to excavations				
f	Generally	m^3	4.00		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
	SEPTIK TANK				
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	F10 IN SITU CONCRETE: PLAIN				
	Normal : mass concrete class 15;				
a	Blinding under strip footing; 50 mm thick;	m^2	8.80		
	F13 IN SITU CONCRETE: REINFORCED				
	Normal : concrete class 25/ (20 mm) : vibrated;				
b	Bed, Walls and Pertitions; Generally	m^3	9.60		
c	Tank cover slab 150 mm thick;	m^2	10.40		
	FORMWORK FOR IN SITU CONCRETE				
	SAWN FORMWORK;				
d	Edges of slab bed; 75 - 150 mm to edges of top cover slab;	m	3.72		
e	Soffits of cover slab; Over 300 mm wide;	m^2	10.56		
f	Vertical sides of Walls and Pertitioning walls; Generally;	m^2	50.40		
g	Boxing Forwork; Extra Over for boxing formwork in 150mm thick slab for 600 x 600mm opening	No	4.00		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					SEPTIK TANK
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	REINFORCEMENT FOR IN SITU CONCRETE				
	Deformed Bars; high yield steel; cold worked; b.s. 4449 - 2005,including bends, hooks tying wire, distance blocks and spacers all in				
	Bars				
a	Assorted;	Kg	720.00		
	Manhole Cover				
e	manhole cover and frame painted on completion;	No	4.00		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
	SEPTIK TANK				
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	Collection Total from Page E/1 Total from Page E/2 Total from Page E/3				
				Total for 1 No. Soak Pit KSHS	

PART G

SOAK PIT

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					SOAK PIT
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	EXCAVATING AND FILLING				
	EXCAVATING				
	Bulk excavation for septic tank;				
a	Depth not exceeding 1.5 m deep starting from reduced level;	m³	3		
b	Ditto but depth over 1.5 m but not exceeding 3.0 m deep starting from reduced level;	m³	3		
c	Ditto but depth over 3.0 m but not exceeding 6 m deep starting from reduced level;	m³	6		
	DISPOSAL				
	Surplus excavated material;				
d	Off site to contractor's tip;	m³	12		
e	Return fill and ram selected excavated materials around foundations;	m³	1		
	Loose filling to excavations				
f	Generally	m³	4		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
	SOAK PIT				
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	IN SITU CONCRETE: PLAIN				
	Normal : mass concrete class 15;				
a	Blinding under strip footing; 50 mm thick;	m^2	2		
	IN SITU CONCRETE: REINFORCED				
	Normal : concrete class 25/ (20 mm) : vibrated;				
	Footings;				
b	Generally	m^3	1		
	Tank cover slab				
c	150 mm thick;	m^2	2		
	FORMWORK FOR IN SITU CONCRETE				
	SAWN FORMWORK;				
	Edges of slab bed;				
d	75 - 150 mm to edges of top cover slab;	m	4		
	Soffits of cover slab;				
e	Over 300 mm wide;	m^2	2		
	Vertical sides of footings;				
f	Generally;	m^2	2		
	Boxing Forwork;				
g	Extra Over for boxing formwork in 150mm thick slab for 600 x 450mm opening	No	1		
				To Collection KSHS	

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
					SOAK PIT
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	REINFORCEMENT FOR IN SITU CONCRETE				
	Deformed Bars; high yield steel; cold worked; b.s. 4449 - 2005,including bends, hooks tying wire, distance blocks and spacers all in				
	Bars				
a	Assorted;	Kg	212		
	NATURAL STONEWORK **dressed; bedding and jointed in cement sand mortar (1:4) and recessed pointing one side in cement sand mortar (1:4) as work proceeds (m.s);**				
b	200mm Thick walling.	m^2	6		
	SAND CEMENT /RENDERING				
	Finishes in Plaster				
c	12mm thick cement/sand (1:4) water proof plaster in two coats to walls and cover slab internally finished smooth with steel trowel;				
d	Over 300 mm wide;	m^2	6		
	Manhole Cover				
e	Water tight 600 x 450 mm Heavy Duty manhole cover and frame painted on completion;	No	1		
			To Collection KSHS		

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE					
	SOAK PIT				
Item	**Description**	**Unit**	**Qty**	**Rate (Kshs)**	**Amount (Kshs)**
	Collection Total from Page E/1 Total from Page E/2 Total from Page E/3				
				Total for 1 No. Soak Pit KSHS	

PART H

ELECTRICAL & MECHANICAL WORKS

ELECTRICAL INSTALLATION

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
	BILL NO. 1				
(i)	**GROUND FLOOR**				
	SUPPLY, DELIVER , INSTALL ,SET TO WORK AND COMMISSION THE FOLLOWING:-				
	LIGHTING POINTS				
1.01	Lighting point completely wired in 3 x 1.5mm^2 single core PVC insulated copper cables drawn in 20mm diameter heavy gauge PVC conduits including all accessories for one way switching, but excluding the switch and luminaire.	No.	16		
	ii) Ditto as in item No. 1.01 but for two way switching	No.	20		
1.02	Lighting switches as MK or equal & approved.				
	a) 1 way 1 gang	No.	24		
	b) 1 way 2 gang	No.	4		
	c) 2 way 1 gang	No.	16		
	d) 2 way 2 gang	No.	4		
	e) Intermediate Switch	No.	4		
Total Carried Forward to the Next Pg.					

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
	Total B/F from Previous Pg.				-
1.03	**LIGHTING FITTINGS**				
a	Ceiling rose complete with 3 core flex cable, lamp holder and 11W led lamp as crabtree or approved equivalent **Type 'CR'**	No.	10		
b	Spherical screwneck luminaire with opal glass and 16W compact fluorescent lamp as Astra, Micromark, Thorn or approved equivalent. **"Type BF"**	No.	25		
c	600x600mm 4x18W Surface fixed Flourecent fitting complete with ribbed Aluminium clip on lourve and emergency kit as power technics airies	No.	6		
d	Up and Down wall Light colour: Black base type GU10 Voltage; AC 220 - 240V Dimensions; Height 150mm x Width 70mm, material; Aluminium, IP Rating: IP65	No.	13		
e	Enigma energy saving Flush Luminaire with Brush chrome finish	No.	2		
f	600mm Mirror Light with 9W T8 Tube and a pull Switch/Button	No.	2		
g	High performance single 36W Flourescent Luminaire 36W with clear acric diffuser and Electronic gear	No.	8		
	POWER AND SOCKET OUTLET POINTS				
1.04	13A SP socket point completely wired in 3 x 2.5mm^2 single core PVC insulated copper cables drawn in 25mm diameter heavy gauge PVC conduits including all accessories but excluding the 13A SP switched socket outlet.	No.	38		
1.05	Socket Outlet plates i) 13A SP twin switched socket outlet as MK 2536 or approved equivalent.	No.	38		
Total Carried Forward to the Next Pg.					

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
	Total B/F from Previous Pg.				-
1.06	Instant shower water heater power points completely wired in 3 x 4mm2 single core PVC insulated copper cables drawn in 25mm diameter heavy gauge PVC conduits including all accessories,but excluding the 40A DP connection unit	No.	5		
1.07	40A DP switched connection unit with neon indicator as MK or approved equivalent	No.	4		
1.08	Cooker outlet power points completely wired in 3 x 6.0mm2 single core PVC insulated copper cables drawn in 32mm diameter heavy gauge PVC conduits including all accessories, but excluding the 45A Cooker connection unit 45A Moulded plate	No.	1		
1.09	Cooker Control Unit complete with 13A fused Socket outlet as MK/Crabtree or approved equivalent.	No.	1		
1.10	45A moulded plate cooker connection unit as MK/Crabtree or approved equivalent:	No.	1		
Total Carried Forward to the Next Pg.					

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
	Total B/F from Previous Pg.				-
	TELEPHONE, DATA AND TV POINTS POINTS				-
1.13	Data point comprising of draw wire in 25mm diameter Heavy Gauge PVC conduits including all accessories and blanking cover but excluding the Data socket outlet.	No.	12		
1.14	DTV Socket point comprising of draw wire in 25mm diameter Heavy Gauge PVC conduits including all accessories and blanking cover but excluding the DTV socket outlet.	No.	4		
1.15	300x 300x 100mm deep 16G galvanized adaptable box.	No.	2		
1.16	25mm diameter PVC HG conduit for ICT services and linking the Draw Boxes to the ICT ducts	LM	80		
Total Carried Forward to the Next Pg.					

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
	Total B/F from Previous Pg.				-
	POWER RETICULATION AND DISTRIBUTION				-
1.17	8 ways 100A SPN Consumer Unit `A' complete with 100A SPN integral isolator, but excluding the MCBs ,and as Schneider Electric Acti 9 or approved equivalent.	No.	4		
1.18	**MCBs for item above as Schneider Electric Acti 9**				
	i)10 A SP MCB	No.	4		
	ii)32 A SP MCB	No.	6		
	iii) 45 A SP MCB	No.	6		
	iv) Blanking plates	No.	8		
1.19	Sub-mains circuits for CU 'A ' above comprising of 3 x 10mm^2 single core PVC insulated copper cables drawn in 32mm heavy gauge conduits and running from the meterboard in the duct.	LM	60		
Total Carried Forward to Ground Floor Collection Pg.					-

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
(ii)	**TYPICAL 1ST FLOOR** SUPPLY, DELIVER , INSTALL ,SET TO WORK AND COMMISSION THE FOLLOWING:-				
	LIGHTING POINTS				
1.01	Lighting point completely wired in 3 x 1.5mm2 single core PVC insulated copper cables drawn in 20mm diameter heavy gauge PVC conduits including all accessories for one way switching, but excluding the switch and luminaire.	No.	14		
1.02	ii) Ditto as in item No. 1.01 but for two way switching 10A white moulded switch plate as Crabtree, MK Logic, Clipsal E- Series or approved equivalent as follows:-	No.	12		
	i) 10A one gang one way switch	No.	14		
	ii) 10A one gang two way switch	No.	9		
	iii) 10A three gang two way switch	No.	3		
Total Carried Forward to the Next Pg.					

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
	Total B/F from Previous Pg.				-
	POWER AND SOCKET OUTLET POINTS				-
1.03	**LIGHTING FITTINGS**				
a	Ceiling rose complete with 3 core flex cable, lamp holder and 11W led lamp as crabtree or approved equivalent **Type 'CR'**	No.	6		
b	Spherical screwneck luminaire with opal glass and 16W compact fluorescent lamp as Astra, Micromark, Thorn or approved equivalent. "**Type BF"**	No.	20		
c	600x600mm 4x18W Surface fixed Flourecent fitting complete with ribbed Aluminium clip on lourve and emergency kit as power technics airies	No.	20		
d	Up and Down wall Light colour: Black base type GU10 Voltage; AC 220 - 240V Dimensions; Height 150mm x Width 70mm, material; Aluminium, IP Rating: IP65	No.	9		
f	600mm Mirror Light with 9W T8 Tube and a pull Switch/Button	No.	8		
g	High performance single 36W Flourescent Luminaire 36W with clear acric diffuser and Electronic gear	No.	8		
1.04	13A SP socket point completely wired in 3 x 2.5mm2 single core PVC insulated copper cables drawn in 25mm diameter heavy gauge PVC conduits including all accessories but excluding the 13A SP switched socket outlet.	No.	44		
1.05	Socket Outlet plates				
	i) 13A SP twin switched socket outlet as MK 2536 or approved equivalent.	No.	44		
1.06	Instant shower water heater power points completely wired in 3 x 4mm2 single core PVC insulated copper cables drawn in 25mm diameter heavy gauge PVC conduits including all accessories,but excluding the 40A DP connection unit	No.	4		
Total Carried Forward to the Next Pg.					**-**

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
	Total B/F from Previous Pg.				-
	TELEPHONE, DATA AND TV POINTS POINTS				-
1.13	Data point comprising of draw wire in 25mm diameter Heavy Gauge PVC conduits including all accessories and blanking cover but excluding the Data socket outlet.	No.	12		
1.14	DTV Socket point comprising of draw wire in 25mm diameter Heavy Gauge PVC conduits including all accessories and blanking cover but excluding the DTV socket outlet.	No.	2		
1.15	300x 300x 100mm deep 16G galvanized adaptable box.	No.	12		
1.16	25mm diameter PVC HG conduit for ICT services and linking the Draw Boxes to the ICT ducts	LM	80		
Total Carried Forward to the Next Pg.					**-**

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
	Total B/F from Previous Pg.				-
	POWER RETICULATION AND DISTRIBUTION				
	8 ways 100A SPN Consumer Unit `A' complete with 100A				
1.17	SPN integral isolator, but excluding the MCBs ,and as Schneider Electric Acti 9 or approved equivalent.	No.	1		
1.18	**MCBs for item above as Schneider Electric Acti 9**				
	i)10 A SP MCB	No.	2		
	ii)32 A SP MCB	No.	5		
	iii) 45 A SP MCB	No.	4		
	iv) Blanking plates	No.	3		
1.19	Sub-mains circuits for CU 'A ' above comprising of 3 x 10mm^2 single core PVC insulated copper cables drawn in 32mm heavy gauge conduits and running from the LV switchboard below the staircase.	LM	80		
					-
Total Carried Forward to First Floor Collection Pg.					-

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
(iii)	**EARTHING AND LIGHTNING PROTECTION** SUPPLY, DELIVER , INSTALL ,SET TO WORK AND COMMISSION THE FOLLOWING:- **Air Termination** 2000mm x15mmØ multiple point pure copper AirRods/				
1.01	Termination with spikes as Furse Part No. RA240 or approved equivalent	No.	2		
1.02	Copper Air Rod Base as Furse Part No. SD105-H or approved equivalent	No.	2		
1.03	Copper Junction Clamps for copper tape as Furse Part No. CN105-H or approved equivalent	No.	2		
1.04	25mm x 3mm Tinned Copper Tape as Furse TC230 or approved equivalent	Lm.	250		
	Down Conductor				
1.05	25mm x 3mm Tinned Copper Tape as Furse TC230 or approved equivalent	Lm.	50		
1.06	Screwdown copper test clamp as Furse CT305 or approved equivalent	No.	2		
1.07	38mm Ø HG PVC conduits for drawing the down conductor above.	Lm.	50		
Total Carried Forward to Next Pg.					**-**

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
	Total B/F from Previous Pg.				-
	Earth Termination				
1.08	15mm Ø, 1500mm long solid copper earth rod c/w drivingstud, coupling, and spike as Furse RC011 or approved equivalent	No	2		
1.09	Earth rod to tape clamp type A as Furse CR108 or approved equivalent	No.	2		
1.10	Concrete inspection earth pit Cat. No. PT 005 with 5 hole earth bar as Furse Cat. No. PT 006.	No.	2		
1.11	600mm x 600mm copper earth mat made from 25mm x 3mm copper tape at 300mm spacing, buried to permanent moisture level and complete with all clamps and 6m long 25mm x 3mm copper tape clamped to the down conductor, soil conditioning agents (marconite or bentonite) as necessary to achieve earthing resistance value below 10-Ohms	Lot	2		
1.12	Allow for earthing tests for the above and submission of the report to the engineer to BS7671 & BS62305 standards	No.	2		
	Bonding				
1.13	Bonding and clamping to all metal work including water pipes, gas pipes, hand-rails, smatv system, window frames, cladding, metal roof etc. and the main earth for the building.	Item	2		
Total Carried Forward to Main Summary Pg.					

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
(iv)	**LV SWITCHBOARD-GROUND FLOOR** TAKE DELIVERY, STORE, INSTALL AND COMMISSION THE FOLLOWING:-				
1.01	Install purpose made Free-standing, fully wired front access metal clad main switchboard cubicle suitable for floor / wall mounting and manufactured in 14SWG galvanised mild steel sheet, to be finished in cream (or appropriate colour) powder coating. Wiring as shown on the schematic (the other details as per Particular Specification) and in compliance with IEC 60439 and Local KS standards, complete with the following:-	No.	1		
(i)	160Amps TP/N copper busbars - KPLC supply (Sealable)				
(ii)	160Amps MCCB as mains incomer adjustable				
(iii)	Space for 1No. 3-phase KPLC Common Services meter (kW, kWH, kVA, V, I etc)				
(iv)	12No. 63A DP MCBs for the units				
(v)	3No. 63A TP MCCBs for common area				
(vi)	Space for KPLC cut-outs and 1No. 2-phase meterincluding studs for mounting KPLC seals				
(vii)	Space for KPLC cut-outs and 6No. 1-phase meters including studs for mounting KPLC seals				
(viii)	Sealable studs for all cover plate screws and all necessary accessories				
(ix)	6mm perspex viewing window for each section				
(x)	Heavy duty rubber lining for all the perspex viewing Windows				
(xi)	4No. Spare ways				
(xii)	Complete earthing system to KPLC requirements				
Total Carried Forward to Next Pg.					**-**

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
	Total B/F from Previous Pg.				-
1.02	Earthing for the switch-board under this section comprising 25x3mm copper tape lead, 1800mm long x 15mm diameter copper earth electrode as Furse or approved equivalent complete with driving stud and tape to rod clamp, 300mm x 300mm x 300mm deep concrete inspection earth pit with removable waterproof cover, 600mm x 600mm copper earth mat, soil conditioning agents (marconite and bentonite etc) necessary to achieve earthing value below 5-Ohms and all other necessary accessories	No.	1		
Total Carried Forward to Main Summary Pg.					

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
CCTV INSTALLATION					
3.1	12 CHANNEL FULL COLOR DVR	No.	1		
3.2	180 DEGREES DOME CCTV 4MP COLOUR CAMERAS	No.	14		
3.3	3MP DOME IP CCTV CAMERA WITH 2.8-8MM VARIFOCAL LENS	No.	12		
3.4	HARD DISC 2TB SURVEILLANCE	No.	1		
3.5	POE SWITCH NETWORK	No.	1		
3.6	GIGA CABLE	Lm	200		
3.7	CONNECTORS AND ACCESSORIES	Item	1		
3.8	DVR POWER SUPPLY KIT	Item	1		
3.9	Any other item necessary for completion of the installation in this section (state)	Sum			-
	Total Carried Forward to Summary page	**SUM**			-

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
Item	**Description**				**Amount (Kshs)**
1	Total Amount for Ground Floor				
2	Total Amount for First Floor				
3	Total Amount for Lightning Protection				
4	Total Amount for LV Switchboard				
5	Total Amount for CCTV Installation				
	TOTAL AMOUNT FOR ELECTRICAL WORKS TO SUMMARY PAGE				**-**

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Sanitary Fittings				
	To supply and fix the following Sanitary fittings including all the necessary joints to service overflow and waste pipes, jointings and motices, plugs, screws bolts and making good. Sanitary Fittings will be to Engineer's approval of the relevant samples				
A	**Water Closet (WC)** Floor Standing Close Coupled WC Bowl complete with seat cover and cistern, flexible connection hoses, WC connector relevant fittings and accessories	No.	5		
C	White wash hand basin size: 585x455mm on counter top with single center elbow action tap with pop up waste: and plastic bottle trap 32mm dia seal as Frencia brand or approved equivalent.	No.	11		
E	Ceramic urinal bowl complete with 40mm heavy duty plastic bottle trap and 40mm diameter chrome plated outlet with grating firmly fixed on the wall with chrome plated screws. Unit to have ceramic urinal separator and surface mounted 25mm urinal push botton urinal flush valve as Frencia brand or approved equivalent.	No.	8		
F	Chrome plated coat hook as Frencia or approved equivalent.	No.	24		
G	Frameless Mirror from plain 6mm thick glass plates size 600 x 600mm wide with dome headed C.P. screws and approved back paddling.	No.	20		
H	Stop cork shower fittings with concealed pipework and 100mm shower head.	No.	9		
I	600mm chromed plated Towel rail as Frencia or approved equivalent.	No.	9		
K	Stainless Steel Soap dispenser as Frencia or approved equivalent.	No.	9		
K	Automatic Hand drier (1.1Kw) as Mediclinics or approved equivalent.	No.	6		
L	Wall mounted SS Tissue dispenser as Dali or approved equivalent.	No.	9		
M	Single bowl single drainer kitchen sink 450mm x 900mm stainless steel for counter top mounting with inset grooves and tap as Frencia or approved equivalent.	No.	1		
O	Ceramic Dhobi sink 800mm x 600mm for counter top mounting with inset grooves and tap as Frencia or approved equivalent.	No.	1		
P	Surgeons Scrub-Up Trough 1800x500 mirror polished S.S	No.	5		
	Total carried to collection Page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Disabled Persons Water Closet and Wash Hand Basin Facility				
A	Wheel chair accessible W.C facility Comprising of the following:- **i**) Close coupled W.C with 7.5 litre cistern with bottom inlet and overflow.The bowl shall be of size 375x560x420mm high.The bowl and cistern shall be manufactured from vitreous china complying with B.S 3402 .The unit shall be complete with valveless cistern fittings including syphon, 15mm side inlet ballvalve, 20mm side overflow, plastics flushbend, inlet connector and reversible metallic chrome plated cistern lever.There shall also be a heavy duty seat(25mmhigh) and cover with chrome plated metal hinges, toilet roll holder, 610 x 610 x 6mm thick mirror and robe hook.	set	4		
	ii) Semi pedestal wall mounted W.H.B of size 600x500x545mm high with flexible connectors to waste and taps.The basin shall be manufactured from vitreous china complying with B.S 3402.It shall have one L/H tap hole with 1/2" chrome plated lever action pillar tap, chrome plated waste with height adjustable trap, pedestal and wall fixing bolts.		4		
	iii) Shower Fitting 900mmx900mm free standing heavy duty shower tray complete with anti-slip resistance base, stainless steel grid waste fitting, 50mm waste and trap. As “Taihe Sanitary Wares" MY-4012 or approved equivalent complete with Concealed shower fitting in Chrome plating bearing Hot and Cold Control Valves. The unit to incorporate changing valves. Shower fitting to be Concealed	No	9		
	vi) Hinged support rail with toilet roll holder 770mm long manufactured in nylon coated aluminium and mounted on a wall fixing plate plate size 230x100 mm, 4No 600mm grab rails with covered wall plates.	No	9		
	Total carried to collection Page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Internal Plumbing				
	Supply, deliver and install PN 20 PPR pipes tubing and fittings. The pipes will be pressure tested before the plastering of wall commences and as per the manufacturers recommended testing pressures.				
	PPR Pipe				
A	50mm dia Pipe	LM	80		
B	40mm -ditto-	LM	75		
C	32mm -ditto-	LM	180		
D	25mm -ditto-	LM	120		
E	20mm dia	LM	110		
	Extra-over pipework for the following:-				
F	**Bends/elbows**				
G	50mm bend	No	8		
H	40mm bend	No	12		
I	32mm bend	No	14		
J	25mm bend	No	22		
K	20mm dia bend	No	26		
L	20x1/2" dia male threaded 90° bend	No	12		
M	20x1/2"dia female threaded 90° bend	No	12		
	Tees				
N	25mm diameter equal tee	No	28		
O	25x1/2" female threaded tee	No	21		
P	25x1/2" male threaded tee	No	18		
Q	32mm diameter equal tee	No	17		
R	40mm diameter equal tee	No	8		
S	50mm diameter equal tee	No	7		
	Total carried to collection Page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Unions				
A	20mm dia union	No	18		
B	25mm -ditto-	No	12		
C	32mm -ditto-	No	8		
D	40mm -ditto-	No	4		
E	50mm -ditto-	No	4		
	Reducers				
F	25/20mm reducers	No	18		
G	32/25mm reducers	No	12		
H	40/32mm reducers	No	8		
I	50/32mm reducers	No	4		
	Gate valve				
J	20mm dia "Peglers" gate valve	No	18		
K	25mm -ditto-	No	12		
L	32mm -ditto-	No	6		
M	40mm -ditto-	No	12		
N	50mm -ditto-	No	8		
	Flexible connectors				
O	450mm flexible connector with chrome plated angle check valve size 15mm dia including unions and sockets to connect sanitary fittings to PP-R Pipework	No	28		
	Pressure Testing				
P	Allow for Pressure Testing entire Plumbing Pipework at 4.8 Bars (70 PSI) for 24hr period as specified 2000 litres	Item	1		
Q	Kentainers tank size:1320mm dia x 1530mm high with inlet socket, supply pipe outlet and overflow connection sockets to be installed in the roof space complete with 50mm dia ball valve	No	2		
S	Water booster pumpset capable of delivering 3m3/hr against a head of 15 meters complete with control panel wiring and accessories.	No	2		
	Total carried to collection Page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Foul Water Internal Drainage				
	To supply & install the following soil and waste system of pipe and fittings to BS 4514 and KS 06 – 217:1981with the installation of fittings done to manufactures instruction and BS 55721978 as manufactured by "Eslon Plastics" or any other manufacture approved by the Engineer. Tenderers must allow in the pipework prices for all couplings connectors inspection covers, jointings roding eyes pipe fastening including clips, holder bats etc. And plunging required for the proper and satisfactory functioning of the system				
	UPVC Pipework Class 34				
A	150mm diameter pipe	LM	180		
B	100mm diameter pipe for Grey and Black Water	LM	168		
C	50mm diameter waste pipe	LM	80		
D	40mm diameter waste pipe	LM	60		
	Bends				
E	150mm diameter access bend	No.	4		
F	100mm diameter access bend	No.	14		
G	150mm diameter sweep bend	No.	8		
H	100mm diameter sweep bend	No.	8		
I	50mm diameter sweep bend	No.	8		
J	40mm diameter sweep bend	No.	2		
	Tees				
K	50mm diameter sweep tee	No.	12		
L	40mm diameter sweep tee	No.	3		
	Access Caps				
M	100mm diameter access cap	No.	4		
N	50mm diameter access cap	No.	4		
O	40mm diameter access cap	No.	3		
	Boss Connectors				
P	150 x 100mm diameter boss connector	No.	4		
Q	100 x 50mm diameter boss connector	No.	6		
R	50 x 40mm diameter boss connector	No.	7		
	Total carried to collection Page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Single Branches				
A	100mm diameter single branch	No.	16		
B	50mm diameter single branch	No.	24		
	WC Connectors				
C	100mm diameter WC connector	No.	12		
	Traps				
D	100 x 50mm diameter floor trap and grating	No.	34		
E	50 x 50mm diameter U-shaped tubular trap	No.	12		
F	200 x 200mm Masonry Gulley Traps	No.	24		
G	**Testing and Commissioning** Allow for testing and commissioning of the plumbing and drainage installations to the satisfaction of the Engineer.	Item	1		
	Total carried to collection Page				

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Inspection Chambers				
A	Allow for the construction of inspection chamber including excavation and making good depth not exceeding 1000mm average 600mm.Chambers walls in 150mm block work with water proof – cement render and formed channels bed	No.	12		
B	Medium duty cover frame in cast iron with recessed cover with concrete infill and all necessary formwork, excavation and soil disposal	No.	12		
C	Excavate trench for 150mm pipe including pipe bed average 600mm deep and 450mm wide.	LM	240		
D	Allow for 150mm thick concrete surround for pipes under buildings and drive ways	LM	60		
					-
					-
					-
					-
	Total carried to collection Page				-

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Hosereel & Portable Fire Extinguishers				
	Supply, deliver, install, test and commission the following portable fire extinguishers and conforming to BS EN 3 / BS 1449.				
	Water/Carbon Dioxide Gas Fire Extinguisher				
A	9 litres water/carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	No	6		
	Carbon Dioxide Gas Fire Extinguisher				
B	5 Kg carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	No	6		
	Dry Chemical Powder Fire Extinguisher				
C	9kg dry chemical podwer portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	No	8		
D	Hose reel pump mounted on a frame with a mild steel base plate. Pump shall have a duty 8m3/hr. against 100m head as Bristol or approved equivalent.	No	2		
E	Swinging type hosereel fitted with 30 metres long, 20mm diameter reinforced non-kink rubber hose with 5/6 mm lever operated shut- off nozzle, mild steel feed pipe, isolation valve, guide and all other accessories as 'Bristol' or equal and approved.	No	5		
F	20mm diameter GMS pipework	LM	25		
G	25mm diameter GMS pipework	LM	15		
H	Allow for fire signage for the hose reel system, fire exits and fire instructions as directed by the Project Engineer.	Item	1		
	Total carried to collection Page				**-**
		3/8			

Item	Description	Unit	Qty	Rate (Kshs)	Amount (Kshs)
	Collection Page				
	Brought forward from Page –3/1 (Sanitary Fittings)				
	Brought forward from Page –3/2 (Sanitary Fittings)				
	Brought forward from Page –3/3 (PPR Pipework)				
	Brought forward from Page –3/4 (PPR, Tanks & Pumps				
	Brought forward from Page –3/5 (UPVC Pipework)				
	Brought forward from Page –3/6 (UPVC Pipework)				
	Brought forward from Page –3/7 (UPVC Pipework)				
	Brought forward from Page –3/8 (Portable Extinguishers &				
	Total for Mechanical Works. **Carried forward to Form of Tender.**				-
		E/11			

SECTION: GRAND SUMMARY PAGE

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS).
	Summary Page				
a.	Electrical Works	Sum			-
b.	Mechanical Works	Sum			-
c.	Allow a provisional sum of Kshs. 150,000.00 for the client contribution towards K.P.L.C attendance, K.P.L.C Upgrade, its accessories and connection charges	Sum			150,000.00
d.	External Duct Work (180Lm of 75mm PVC Ducts)	Sum			
e.	Supply, Installation Air Condition to all the offices, Conference room, gate house and the Dorms	Sum	1		
	Borehole Drilling & Equiping Estimate				-
f.	Drilling and equipping water supply boreholes (Upto 140m depth)	Sum	1		
	External Reticulation Borehole Water				
g	External Reticulation Provision Borehole Water	Sum	1		
h	Supply and install Solar Back-up system for all the power requirement for the station.	Sum	1		
	Total for M&E Works Carried Forward to Form of Tender	**SUM**			**150,000.00**

PART I

SUPPLY WORKS

BILLS OF QUANTITIES FOR THE PROPOSED SUPPLY AND DELIVERY OF FURNITURE

Item	Description	Unit	Qty	Rate (Kshs)	Total (Kshs)
	SUPPLY OF FURNITURE				
	ELEMENT NO. 01: OFFICE FURNITURES				
A	**2000mm width Mahogany Executive Office Table**	No	8		
B	**Semi - Executive Office Table** size 1.8metres length×36 inches× 30inches height supported on 25mm square tube and MDF finish boards	No	6		
C	**Reclining Executive Office Chair**	No	8		
C	**Orthopaedic Swivel Chairs for the staff**	No	12		
D	**Spring chair for office visitors**	No	2		
E	Supply and Installation of steel cabinet 1800mm by 860mm by 400mm deep high shelves with lockable top made of glass on a frame and bottom steel openable compartments	No	10		
	ELEMENT NO. 02: CONFERENCE ROOM FURNITURE				
F	**Executive 14-16 seater conference table size 3.0m length x 1.2m width x 0.75m heigh**	No	1		
G	High back swivel conference Chairs	No	16		
	TOTAL FOR SUPPLY OF FURNITURE CARRIED TO SUMMARY				-

PART I

SUPPLY WORKS

SUPPLY AND DELIVERY OF FIRE ENDINE

Item	Description	Unit	Qty	Rate (Kshs)	Total (Kshs)
	FIRE ENGINE				
A	**Supply third generation PM120 foam tank truck of Zoomlion ZLF5280GXFPM120 Foam Tank Firefighting Vehicle, which combines the advanced concepts and innovative design, with international advanced level of safety protection measures, technical and performance parameters as per the attached Technical Specification.**	No	1		
	TOTAL FOR SUPPLY OF FIRE ENGINE CARRIED TO SUMMARY				**-**

PROPOSED KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE

GRAND SUMMARY | **FULL CONTRACT**

PART NO.	SECTION NAME	PAGE NO.	AMOUNT (KSHS)
A	**PRELIMINARIES**	A/S	
B	BUILDER'S WORK	B/S	
C	LANDSCAPING WORKS	C/S	
D	ELEVATED WATER TANK STRUCTURE	D/S	
E	BOUNDARY WALL	E/S	
F	SEPTIK TANK	F/S	
G	SOAK PIT	G/S	
H	ELECTRICAL & MECHANICAL WORKS	H/S	
I	SUPPLY OF FURNITURE	I/S	
	TOTAL FOR MAIN WORKS		

J	SUPPLY OF FIRE ENGINE	J/S	
TOTAL AMOUNT			
Add 5% of (C) for Physical Contingencies			

AMOUNT IN WORDS

KENYA SHILLINGS

SCHEDULE Q1:

CONSTRUCTION ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN FOR CONSTRUCTION OF FIRE STATION AND EQUIPMENT

Activity	**Associated Impacts**	**Impact Levels**	**Management Actions**	**Target Areas& Responsibilities**	**Monitoring Indicator**	**Budget (Kes)**
Seeking approvals from NEMA for ESIA and Approval of plans from County and National Government	Delay in implementation of the Project due to objections and stop orders	Low	▪ The Contractor shall ensure that all pertinent permits, certificates and licenses have been obtained prior to any activities commencing on site and are strictly enforced/ adhered to; ▪ The Contractor shall maintain a database of all pertinent permits and licenses required for the contract as a whole and for pertinent activities for the duration of the contract	All the Project components <u>Responsibility</u> ESIA consultant	Number of approvals / permits issued	
Construction campsites	Environmental degradation risks	Medium	▪ Isolate through fencing the camp sites from access by the public for their safety ▪ Preferably to be located on land already cleared land wherever possible	Campsite <u>Responsibility</u> Contractor	Number of public grievances due to accidents	

Activity	Associated Impacts	Impact Levels	Management Actions	Target Areas& Responsibilities	Monitoring Indicator	Budget (Kes)
			▪ The Contractor's Camp layout shall take into account availability of access for deliveries and services and any future works	Supervision team		
Access to campsites and construction sites	Environmental degradation risks	Medium	▪ Utilize to the extent possible the existing public roads to avoid social and economic disruption ▪ Ensure road safety measures for the construction vehicles to the extent possible by observing all traffic regulations	Access Road Responsibility Contractor Supervision team	Cases of private land required Accidents occurrence	
Environmental and Social Training and Awareness	Risks of Environmental and Social degradation risks and occupational health and safety related accidents	High	▪ The Contractor and sub-contractors shall be aware of the environmental requirements and constraints on construction activities contained in the provisions of the ESMMP ▪ The Contractor will be required to provide for the appropriate Environmental Training and	All Workers Responsibility Contractor Supervision team	Number of Trainings Held Availability of Training reports	

Activity	Associated Impacts	Impact Levels	Management Actions	Target Areas& Responsibilities	Monitoring Indicator	Budget (Kes)
			Awareness as described in this ESMMP in his costs and programming		Attendance list of participants during the	
HIV/AIDS awareness and prevention campaign	Risks of Increased HIV and Aids transmission in the area	Medium	▪ The Contractor shall institute HIV/AIDS awareness and prevention campaign amongst his workers for the duration of the contract, contracting and implementing organization, with preference for an organisation already working on this issue in the Project area; ▪ The campaign shall include the training of facilitators within the workers, information posters in more frequented areas in the campsite and public areas, availability of promotional material (T-shirts and caps), availability of condoms (free), and theatre groups	All Workers <u>Responsibility</u> Contractor Supervision team	Number of Trainings Held Availability of Training reports Attendance list of participants during the training sessions Local health clinic statistics	

Activity	Associated Impacts	Impact Levels	Management Actions	Target Areas& Responsibilities	Monitoring Indicator	Budget (Kes)
Local Labour / Employment	Delay in Project implementation due to opposition from aggrieved community members	Medium	▪ Wherever possible, the Contractor shall use local labour, and women must be encouraged to be involved in construction work ▪ The contractor shall ensure compliance to the gender balance as required by the 2/3 gender rule ▪ The contractor shall comply to the provisions of WIBA 2007 ▪ The contractor must ensure there are no minors employed at the site.	All the Project Lots <u>Responsibility</u> Contractor Supervision team	Number of workforce employed from the local community Number of female employed	
Earth moving and excavations (Vegetation clearance, channeling and	Health and Safety risks Air pollution Social nuisance	Medium	▪ Provide notices, signage and information to the public for their safety at all locations ▪ Install barriers along walkways, crossings and public places	All work areas <u>Responsibility</u> Contractor	Accidents occurrence incidences Cases of respiratory	

Activity	Associated Impacts	Impact Levels	Management Actions	Target Areas& Responsibilities	Monitoring Indicator	Budget (Kes)
			affected by the works for public safety ▪ Where there are potential for nuisance from dust generation, ensure earth moving is under dump conditions (consider watering where necessary) ▪ Inform immediate communities or stakeholders of the activities.	Supervision team	complication at nearby health centre	
	Vegetation Cover destruction Loss of biodiversity	Low	▪ Construction activities will be limited to Project sites which already exist therefore limited destruction to vegetation cover	All work areas <u>Responsibility</u> Contractor Supervision team	Soil erosion extend and intensity on site	
	loss of top soil	Low	▪ Stock piling of top soil, construction material and wastes should be done only at designated sites approved by the	All work areas	Soil erosion extend and intensity on site	

Activity	Associated Impacts	Impact Levels	Management Actions	Target Areas& Responsibilities	Monitoring Indicator	Budget (Kes)
			supervising engineer, erosion prevention through beaming of loose soil sites should be done in all areas susceptible to agents of erosion	Responsibility Contractor Supervision team		
	Public Health and safety risks Worker Occupational safety risks	Medium	▪ Notify public the intent to cut sections of the road for safety precautions ▪ Provide signage and safety information in all work areas ▪ Ensure compliance by workers with safety safeguards including the OHS, provision of safety gear and enforcement of application	civil works areas Responsibility Contractor Supervision team	Accidents occurrence incidences	
	Disruption of amenities (access roads, services lines and	Medium	▪ Notify other services providers and ▪ Open small sections that can be reinstated within the shortest period to avoid public disruption	civil works areas Responsibility Contractor	Number of complaints from community due to lack of	

Activity	Associated Impacts	Impact Levels	Management Actions	Target Areas& Responsibilities	Monitoring Indicator	Budget (Kes)
	driveways) causing inconveniences to the community		▪ Mark the lines to avoid conflicts with other activities	Supervision team	certain services	
Materials sourcing, from burrow pits and quarries delivery and storage	Environmental and Safety risks associated with burrowing and opening up of new quarry sites	High	▪ The Contractor will be responsible for ensuring that appropriate authorization to use the proposed borrows pits and quarries have been obtained before commencing activities ▪ Topsoil shall be stripped prior to removal of borrow and stockpiled onsite. This soil shall be replaced on the disturbed once the operation of the borrow site or quarry is complete ▪ Construction material sources should be environmentally	Burrow Pits and Quarry Site <u>Responsibility</u> Contractor Supervision team	Environmental Status of reinstated burrow pits Complains from the community on burrow pits and material transportation	

Activity	Associated Impacts	Impact Levels	Management Actions	Target Areas& Responsibilities	Monitoring Indicator	Budget (Kes)
			sustainable (approved accordingly) ▪ Delivery routes and modes of transport should be approved ▪ Material storage on site not to be internal or external nuisance			
Concrete / cement batching plant	Risks associated with water resource pollution, noise and vibration and air pollution from dust this could lead to respiratory problems	High	▪ Where required, a Concrete batching plant shall be located more than 20m from the nearest stream/river channel; ▪ Top soil removed from the batching plant site and stockpiled ▪ Contaminated storm-water and wastewater runoff from the batching area and aggregate stock piles shall not be permitted to enter streams but shall directed to a pit where the water can soak away	Concrete / cement batching plant <u>Responsibility</u> Contractor Supervision team	Number of incidence of Environment pollution around the plant	

Activity	Associated Impacts	Impact Levels	Management Actions	Target Areas& Responsibilities	Monitoring Indicator	Budget (Kes)
			▪ Suitable screening and containment shall be in place to prevent windblown contamination associated with any bulk cement silos, loading and batching ▪ Cleaning of equipment and flushing of mixers shall not resulting pollution of the surrounding environment			
Wastes generation and disposal	Risks of contaminating surface and underground water resources	High	▪ Construction wastes (residual earth, debris and scrap materials) to be removed for safe disposal ▪ Encourage recycling where possible (concrete debris for access road surfacing), ▪ Contaminated organic matter in the work areas to be isolated for safe disposal	Construction areas <u>Responsibility</u> Contractor Supervision team	Number of complaints from community not happy with waste management of the contractor	

Activity	Associated Impacts	Impact Levels	Management Actions	Target Areas& Responsibilities	Monitoring Indicator	Budget (Kes)
			▪ Material residuals to be disposed off in accordance with established regulations			
Spoil Storage site	Risks of solid waste mismanagement leading to pollution	Medium	▪ Preferably to be located on land already cleared wherever possible. Communities shall be involved in the site location to avoid conflict ▪ The need to be more than 20meters from water courses and in a position that will facilitate the prevention of storm-water runoff from the site from entering the watercourse ▪ Contouring of spoil site to approximate natural topography and drainage and/or reduce erosion impacts on the site ▪ The Contractor shall ensure that the placement of spoil is done in	Construction areas <u>Responsibility</u> Contractor Supervision team	Number of complaints from community not happy with waste management of spoil material	

Activity	Associated Impacts	Impact Levels	Management Actions	Target Areas& Responsibilities	Monitoring Indicator	Budget (Kes)
			such a manner to minimize the spread of materials and the impact on surrounding vegetation and that no materials' creep' into' no-go 'areas			
Occupational Health and Safety	Risks of Accidents, Injuries or death of workers or community member	High	▪ Provide construction workers with personal protective gear (gloves, gum boots, overalls and helmets), ▪ Provide temporary toilets and bathrooms for the construction workers at the work sites ▪ Provide onsite first aid kit accessible by the workers on need, ▪ Isolate the site for access by the local communities during the construction for their safety and health ▪ Contractor to provide a Healthy and Safety Plan prior to the	All work areas <u>Responsibility</u> Contractor supervision team	Accidents occurrence incidences	

Activity	Associated Impacts	Impact Levels	Management Actions	Target Areas& Responsibilities	Monitoring Indicator	Budget (Kes)
			commencement of works to be approved by the resident engineer.			
Storage of fuel oils, lubricants, chemicals and flammable materials	Hazards of fire outbreak, oil and chemical spills.	High	▪ Follow specifications of the Occupational Health and Safety Act, EMCA1999 and others in the development and operation of stores.	All work areas <u>Responsibility</u> Contractor Supervision team	Incidence of reported cases of fuel leaks and fire incidences	
Sanitation issues resulting from both solid and liquid wastes on site.	Risks associated with water born diseases exposed to community and workforce	Medium	▪ The Contractor shall -laws relating to public health and sanitation ▪ All temporary/ portable toilets or pit latrines shall be secured to the ground to the satisfaction of the RE to prevent them from toppling over ▪ A wash basin with adequate clean water and soap shall be provided alongside each toilet	All work areas <u>Responsibility</u> Contractor Supervision team	Incidence of reported cases of water related diseases among the workforce and neighbor community	

Activity	Associated Impacts	Impact Levels	Management Actions	Target Areas& Responsibilities	Monitoring Indicator	Budget (Kes)
			▪ Staff shall be encouraged to wash their hands after use of the toilet, in order to minimize the spread of possible disease			
Noise and Vibration control from plant and equipment	Risk to health and safety of community and workers	Medium	▪ The Contractor shall keep noise level within acceptable limits and construction activities shall, where possible, be confined to normal working hours in the residential areas ▪ hospitals and other noise sensitive areas shall be notified by the Contractor at least 5 days before construction is due to commence in their vicinity ▪ Any complaints received by the Contractor regarding noise will be recorded and communicated to the RE	civil works areas and access roads <u>Responsibility</u> Contractor Supervision team	Reported complaints from neighbor community and institutions	

Activity	Associated Impacts	Impact Levels	Management Actions	Target Areas& Responsibilities	Monitoring Indicator	Budget (Kes)
			▪ The Contractor must adhere to noise and excessive vibrations regulations.			
Traffic management on site	Risks of Accidents, Injuries or death of workers or community member	High	▪ Strict use of warning signage and tapes where the trenches are open and active sites ▪ Employ and train road safety Marshalls who will be responsible for management of traffic on site ▪ Contractor to provide a traffic management plan during construction to be approved by the resident engineer	<u>Responsibility</u> Contractor Supervision team	Accidents occurrence incidences	
Air Quality Control	Air pollution causing respiratory disorders to human	High	▪ Workers shall be trained on management of air pollution from vehicles and machinery. All construction machinery shall be maintained and serviced in	All work areas <u>Responsibility</u> Contractor Supervision team	Cases of respiratory complication at nearby health centre	

Activity	Associated Impacts	Impact Levels	Management Actions	Target Areas& Responsibilities	Monitoring Indicator	Budget (Kes)
			accordance with the contractor's specifications ▪ The removal of vegetation shall be avoided until such time as clearance is required and exposed surfaces shall be re-vegetated or stabilized as soon as practically possible ▪ The contractor shall not carry out dust generating activities (excavation, handling and transport of soils) during times of strong winds ▪ Vehicles delivering soil materials shall be covered to reduce spills and windblown dust ▪ Water sprays shall be used on all earthworks areas.			

Activity	**Associated Impacts**	**Impact Levels**	**Management Actions**	**Target Areas& Responsibilities**	**Monitoring Indicator**	**Budget (Kes)**
Contractor de- mobilization and site reinstatement	Associated risks of Environmental degradation	High	▪ The site is to be cleared of all construction materials, including litter prior to hand over ▪ Fences, barriers and demarcations associated with the construction phase must be removed from the site ▪ Rehabilitation Activities of Environmental Cases identified must continue throughout the defect liability period	All work areas <u>Responsibility</u> Contractor Supervision team	Closeout audit report findings	
Total Estimated Cost for **C-ESMMP**						

TECHNICAL SPECIFICATIONS

Section VII: Works Requirements

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SCOPE OF WORKS

Project Description

The project location near Kakuma town situated in Northwestern part of Turkana County, near the South Sudan border. Kakuma Town Municipality is an urban governance area in Turkana County, Kenya, that integrates Kakuma town, the Kakuma Refugee Camp, and the Kalobeyei Integrated Settlement.

Landscape and Topography

Terrain: Flat to gently undulating terrain located within the Lotikipi Plain basin.

Surrounding Relief: Bordered and rimmed in the background by rugged volcanic hills and low mountain ranges.

Drainage (Lagas): The landscape is cut across by numerous *lagas*—ephemeral river channels or wadis that remain dry most of the year but experience rapid, intense flash floods during seasonal rains.

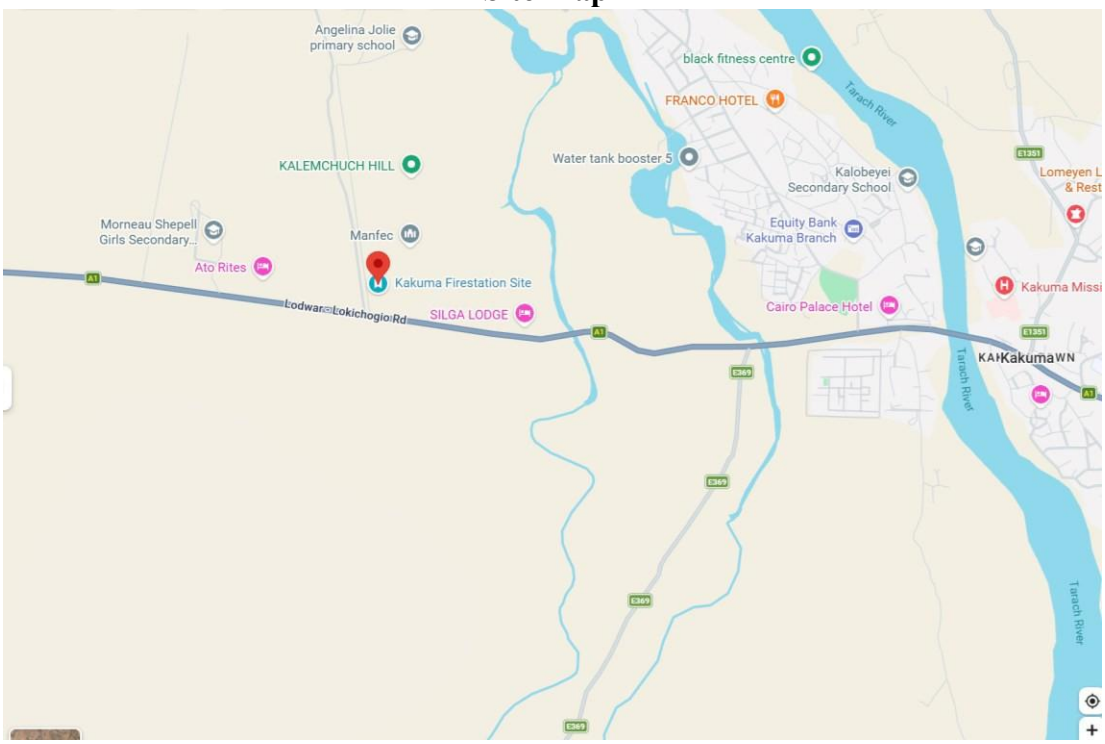
Climate and Environment

Climate: Hot, semi-arid desert climate with daytime temperatures regularly averaging around 35°C to 40°C.

Weather Events: Frequent dust storms, high evaporation rates, and scarce, erratic rainfall.

Vegetation: Sparsely vegetated thorn-scrub, resistant grasses, and stunted acacia trees suited to dry environments

Site Map



The scope of the work includes the following:

1) **Site Preparation & Earthworks**

- Clear trees, shrubs, debris, and topsoil from the building footprint.
- Set up temporary site fencing, erosion control measures, and utility connections.
- Perform excavation and grading for the foundation layout per engineering plans.

2) **Foundation & Concrete Works**

- Pour concrete strip/slab footings and foundation walls with reinforced steel bars (rebar).
- Install damp-proof membranes and sub-slab gravel base.
- Pour concrete slab-on-grade floor.

3) **Framing & Structural Works**

- Erect exterior and interior wall framing using structural timber or steel studs.
- Install roof trusses, ceiling joists, and roof decking/sheathing.
- Apply weather-resistant house wrap to exterior walls.

4) **Exterior Finishes (Roofing & Siding)**

- Install roofing underlayment and architectural asphalt shingles (or metal roofing).
- Install flashing, gutters, and downspouts.

- Install exterior siding (vinyl, fiber cement, or brick veneer) and exterior trim.
- Install exterior windows and exterior doors.

5) Mechanical, Electrical, and Plumbing (MEP)

- **Plumbing:** Install supply, drain, vent pipes, and rough-in connections for bathrooms and kitchen.
- **Electrical:** Run wiring for main service panel, outlets, switches, and light fixtures.
- **HVAC:** Install ductwork, vents, and prepare pads for heating/cooling units.

6) Insulation & Interior Drywall

- Install fiberglass batt or spray foam insulation in exterior walls and attic spaces.
- Hang, tape, and mud drywall panels on all interior walls and ceilings.
- Apply primer and interior paint coats.

7) Interior Finishes & Fixtures

- Install interior doors, baseboards, and window casings.
- Lay flooring materials (hardwood, tile, or carpet) and install tile backsplashes.
- Mount light fixtures, switches, faceplates, and plumbing fixtures (faucets, toilets, sinks).
- Install custom or modular kitchen cabinets and countertops.

8) Site Cleanup & Handover

- Remove all construction debris, surplus materials, and temporary structures from the site.
- Perform a deep clean of the interior and exterior of the building.
- Conduct a final walkthrough inspection with the client to secure sign-off.

Standard Specifications

3 SECTION III SPECIFICATIONS

3.1 STANDARD SPECIFICATIONS

1. Further to the description of the standard of works contained in the description column of the measured works section, all materials shall be new and of the best quality.
2. The construction works shall conform to the Kenya Ministry of Public Works (1976 edition) current standard specifications for construction works details of which can be examined at the offices of the Project Manager under application during normal working hours.
3. The works shall also conform to Kenya Building Code, Local County Government regulations, Ministry of Heath/Public Health, relevant Kenya and British standards and best practice.

3.2 SPECIAL SPECIFICATIONS AND PRICING NOTES

3.2.1 GENERAL ITEMS

Materials Generally

All materials used on the works shall be new and of the qualities and of the qualities and kinds specified herein and equal too approved samples to be taken and tested if required. No material shall be used until approved and all material which are not approved or which are damaged, contaminated or have deteriorated in any way or do not comply in any way with the requirements of this specification shall be rejected and shall be immediately removed from the site at the contractor's expense.

Material for which there is a Kenya Bureau of Standard specification

All materials used in works for which a Kenya Bureau of Standards specification has been published shall conform to latest edition there for in every way. The Project Manager reserved the right to demand that the contractor shall obtain his own expenses and certificate in respect of any material to state that is in accordance with the Kenya bureau of standard specification.

Materials for which there is no Kenya Bureau of Standards specification.

All the materials used in the works for which no Kenya bureau standards specification has been published shall conform to the British standards specification for such material. If there are no published standards as specified for any materials, the quality for which there is a Kenya bureau of standards of British standard specification.

3.2.2 EXCAVATION AND EARTHWORK

Site Clearance

Site clearance shall include the cutting down of all trees, stumps, bushes vegetation and rubbish, burning the debris arising in approved locations and carting remaining material to a tip provided by the contractor.

Nature of the Soil

The contractor is advised to visit the site and ascertain the nature of the ground to be excavated and he shall price accordingly and no claim will be allowed for want of knowledge in this respect.

Rates for excavations shall include for excavation in soil, earth, black cotton, sandy soil, murram, tuff, soft rock, boulders or whatever other subsoil is encountered except hard rock as defined below.

Foundation Excavations

The foundation trenches and columns bases shall be excavated to the width and depths of the concrete foundations shown on the drawings or to such widths and depths as the Engineers may instruct after examination of the excavations.

If, however the contractor excavates to any greater depths than shown in the drawings or as instructed by the engineer, then he shall at his own expense fill in such extra depth of excavation with concrete as specified for the foundations to satisfaction of the Engineer. The contractor shall not be paid for the cost of any exaction executed deeper or wider than shown on the drawings or instructed by the engineer nor the cost of back filling such excavation or disposing of surplus.

Surplus Soil Disposal

Excavated material not required for subsequent refilling shall be removed to areas off site which shall be approved by the Project Manager.

Top Soil for Spreading

Where required in the bills of quantities, top soil required for subsequent spreading over finished work shall be especially selected and shall be dumped in special heaps as indicated by the Project Manager. Such top soil shall be reasonably free from vegetation to the satisfaction of the Project Manager and shall be compacted as little as possible in the heaps.

Filling under Surface Beds in Buildings

Murram filling

Murram for filling as base course shall be from an approved source and of the highest quality. It shall be laid in layers not less than 150mm thick and not greater than 230mm thick prior to compaction. Water will be applied to O.M.C. and each layer will be thoroughly compacted by at least 8 passes of a 10ton smooth wheeled roller or a 2ton vibrating roller until all movement ceased and 100% C.B.R is obtained.

Hardcore filling

Hard core filling shall be crushed rock, broken concrete or other approved hard granular materials broken to pass not greater than 150mm ring or to be 75% of the finished thickness of the layers being compacted whichever is the les and graded so that it can be easily and thoroughly compacted by rolling. The filling is to be laid in layers each of consolidated thickness not exceeding 230mm.

Anti-termite treatment

Where described the top surface of filling shall be treated with Gladiator TC pesticides to be supplied and applied by Rentokil LTD. P.O. BOX 4436, NAIROBI or other equal and approved firm strictly in accordance with the satisfaction of the Project Manager. The contractor must destroy any termite nests found within the perimeter of the building and within 20 meters from the building externally and take out and destroy queens, impregnate holes and tunnels with approved insecticide and backfill with hard material well rammed and consolidated. The specialist shall be required to issue a 10-year guarantee to Employer.

Polythene Sheeting

Polythene sheeting shall be produced by an approved manufacturer joints in sheeting shall be treble folded with a 150mm fold and taped at 300mm intervals with 50mm wide back plastic adhesive tapes.

The sheeting shall not be stretched but shall be laid with sufficient wrinkles to permit shrinkage up to 15%. The contractor shall ensure that membrane is not pierced during laying and concreting.

Existing Services

Before commencing works, the contractor shall at his own expense ascertain in writing from the relevant local authorities and all other public bodies, companies and persons who may be affected, the position and depths of their respective ducts, cables, mains or pipes and appurtenance. He shall thereupon search for and locate such services. Active existing services shall be adequately protected from damage or relocated as directed by the Project Manager. Inactive services shall be removed or sealed off in accordance with direction of the Project Manager.

Protection

The contractor shall protect all graded and filled areas from the actions of the elements. Any settlement or washing away that occur prior to acceptance of the works shall be repaired and grades re-established to the required elevations and slopes.

3.2.3 CONCRETE WORKS

Codes of practice

All workmanship materials, tests and performances in connection with reinforced concrete shall be in conformity with the latest edition of the British standard for concrete works 9B.S. B110 parts 1&2, B.S.8004, B.S.8007) and any other approved local and international standards. Where inconsistency exists between these preambles and these standards, the contractor shall notify the engineer in good time for his clarification as to which of the two implications on the contract.

Supervision

A competent person approved by the Engineer shall be employed by the contractor whose duty will be to supervise all stages in preparation and placing of the concrete. All cubes shall be made and site tests carried out under his direct supervision on consultation with Engineer.

Cement

Cement unless otherwise specified shall be ordinary Portland cement of a brand and source approved by Engineer and shall comply with the requirements of K.S.02-21. A manufacturer's certificate of test in accordance with K.S.Q2-21 shall be supplied for each consignment delivered to site.

Aggregate

Aggregate shall conform to the requirement K.S.02-95 and all the proposed sources, types and grading test results of all aggregates are to be approved in all respect by the engineer before work commences. If in the opinion of the engineer the aggregate meets with the above requirements but is dirty or adulterated in any manner it shall be screened and /or washed with clean water at the contractor's expense. Aggregate shall be delivered to the site in their prescribed platforms in separate units to avoid intermixing. On no account shall premixed coarse aggregates be brought to the batching plant. On no account shall aggregates be stock-plied on the ground.

Water

The water used for mixing concrete shall be from an approved source clean, fresh and free from harmful matter and comply with requirements of B.S.3148.

Quality control at works stage

Once the concrete mix is accepted from preliminary to works stage, the principal basis of control shall be analysis of the cube test results at 28 days.

Cement

The quality of cement shall be measured by weight. Where delivered in bags, each batch of concrete is to contain one or more bags of cement in accordance with the proportions specified. For non-structural concrete, volume batching may be used as indicated below;

Class of concrete	*15*	*10*
Nominal mix by volume	1:3:6	1:4:8
Cubic meters of fine aggregate		
Per 50 kg. Bag of cement	0.12	0.16
Cubic meters of course aggregate		
Per 50kg bag of cement	0.24	0.32

Max. Size of coarse aggregate 40mm*40mm*

or 20mm for blinding concrete where described.

Where batching is by volume, approved gauge boxes of such size as will give the correct proportions shall be used, and full account shall be taken of bulking due to high moisture content.

Construction joints shall be permitted only at the positions predetermined on the drawings or as instructed on the site by engineer. In general, they shall be located at points of minimum shear, viz, vertical at, or near mid-spans or slabs, ribs and deems.

Faulty concrete

Any concrete which fails to comply with these preambles, or which shows signs or setting before it is placed small be taken out and removed from the bite, where concrete is around to be defective after it has set the concrete shall be cut out and replaced in accordance with the Engineers instructions. On no account shall any faulty, honeycombed, or otherwise defective concrete be repaired or patched until the engineer has made an inspection and issued instructions of repair.

Steel reinforcement.

The steel reinforcement shall comply with the latest requirements of the following British standards:

Hot rolled MS for the

Reinforcement of concrete KS 02-22

Hot rolled MS for the

Reinforcement of concrete KS 4449

Cold worked H.Y, steel for the

Reinforcement of concrete B.S 4461

Hard drawn steel wire B.S.4482

Fabric reinforcement

Fabric reinforcement shall be electrically crossed and diminishes shown on the drawing and schedules and in accordance with B.S.4466 and B.S.8110. Reinforcement must be cut and bent cold and no welded joints will be permitted unless to detail or directed by Engineer.

Formwork.

The method and system of formwork which the contractor proposed to use be approved by the engineer before construction commences. Formwork shall be substantially and rigidly constructed of timber, steel, plastic, precast concrete or other approved material. All timber formwork shall be good, sound, clean, sawn, well-seasoned timber free from warps and loose knots and of scantlings sufficiently strong for their purpose.

3.2.4 WALLING

Materials

Cement

Cement used for making mortar shall be described in concrete work.

Lime

The lime for making mortar shall be obtained from an approved source and shall comply with BS 890 class A for non-hydraulic lime. The lime to be run to putty in an approved lined pit or container and the lime to be added until it is completely sub merged, stirred vigorously until all lumps are disintegrated and shall be kept constantly covered with water and regularly stirred for at least four weeks. The resulting milk lime then to be run through a fine sieve and run into a pit or other container and kept clean and moist for not less than two weeks before being used in the works.

Sand

Sand used for making mortar shall be clean. Well graded siliceous sand of good sharp hard quality equal to samples which shall be deposited with and approved by the Project Manager. It shall be free from lumps of stone, earth, loam, dust, salt, organic matter and other deleterious substances, passed through a fine sieve and washed with clean water if so, directed by the Project Manager.

Water

Shall be as described in concrete.

Stone

All stone shall comply with the requirement of CP 121.202 for masonry and rubble walls respectively except where amended or extended by the following clauses.

Reinforced Walls

Steel reinforced bars in walls shall be carefully placed and spacers used to ensure that a minimum of 200mm cover is given to the reinforcement unless otherwise specified. Horizontal reinforcement is not in contact with the blocks or stone.

Wall ties

Wall ties shall be provided to connect walls to steel concrete columns and beams to connect two unbounded leaves of wall.

Wall ties shall be provided at 450mm centers both vertically and 900mm centers horizontally and shall be staggered when used to connect tow leaves of unbounded wall. Wall ties shall be embedded in to each material by a minimum of 50mm.

Fair face

All concrete and hollow block work described as finished with fair face is to be built to a true and even face with the joints finished as specified hereinafter.

Pointing of Walls

Walls shall be prepared for pointing by ranking out all loose or friable material to a minimum of 15mm to form a square recess. The joints shall then be wetted to a minimum of 15mm to form a square recess. The joints shall then be wetted and new mortar shall be forced into the joints and finished as directed.

3.2.5 GLAZING

MATERIAL.

General

Glass used in glazing and for mirrors shall be best quality clear glass free from visible defects so that to afford uninterrupted vision or reflection as appropriate and without obvious distortion.

Standards

Glass for glazing and mirrors shall be approved manufacture and is to comply with B.S. 952 in all respects free from flaws, bubbles, specks and other imperfections.

Clear sheet glass etc.

The clear sheet glass shall be ordinary glazing (OG) quality.

Obscured Glass.

To be of type described and as approved Project Manager.

Putty

The putty for glazing to wood sashes is to be linseed oil putty all as B.S.644.

WORKMANSHIP

General

Glazing of all types in all locations shall be carefully executed by artisans skilled in this type of work and in conformance with the recommendations of CP 152. Glazing shall be carefully fitted so that is not subject to pressure and stresses imposed by being an overtight fit within framing.

3.2.6 METALWORKS

MATERIALS

Generally

All materials shall be the best of their respective kinds free from defects and all work is to be carried out in the most workmanlike manner and strictly as directed by the Project Manager. The materials in

all stages of transportation, handling and stacking shall be kept clean and prevented from injury by breaking, bending or distortion and weather action.

Mild steel

Mild steel shall comply with B.S. 15

Hollow section tubing

Square and rectangular hollow section tubing shall be hot rolled milled steel in accordance with Grade 43C of B.S.4360.

Bolt, Nuts and washers

These shall be fabricated from materials which comply with the appropriate B.S.

Galvanized sheet steel

To be No.24 S.W.G. of approved manufacture to B.S. 2989 of quality mild steel sheet cold rolled closed annealed patent flattened and hot dip.

Stainless steel

Stainless steel tube shall be authentic steel B.S. comparable to B.S.1449. TPE 316S16/

Steel Grilles

Steel grills shall be manufactured from section confirming with B.S.990 of heavy-duty sections of the metric W20 range of approved manufacture and design approved by the Project Manager.

WORKMANSHIP

Welding

All welding is to be in accordance with the requirements of B.S. 1856 and 938 and the electrodes shall comply with B.S 639.

Painting

All steel is to be wire brushed and any loose scale, dirt or grease shall be removed before any painting is commenced. One coat of red oxide primer type A to B.S. 2523 shall be applied at the shop. Any damage to the priming paint shall be made good to the Project Managers satisfaction.

Fixing of Steel Grilles

Fixing of metal grilles shall include assembling and fixing, including screwing to subframes or cutting mortises for lugs in concrete or walling and running with cement mortar (1:4), bedding frames in similar mortar and pointing in mastic, bedding sills, transoms, and mullions in mastic, making good finishing around both sides, and fixing and adjusting all fittings and frames.es.

3.2.7 FLOOR WALL AND CEILING FINISHING

PLASTER WORK

Generally

Render, both internal and external shall be cement and sand in the proportions 1:4 finished to the thickness specified.

Plaster shall consist of an undercoat of 1-part cement to 10 parts lime putty. Each coat shall be finished to the thickness specified.

Cement

Ordinary Portland cement and shall comply with KS 02-21. White and colored cements shall comply with BS 12 and be obtained from an approved manufacturer.

Lime

Lime shall be prepared from hydrated lime complying with BS 890, part 2.

Sands

Sands for cement and lime mixes shall comply with BS 1199, Table 1.

Water

Water shall be clean and kept free from all impurities

Mixing of materials

All materials shall be thoroughly mixed in the proportions described. No mixes of plasters, other than described shall be used.

Period between coats

Cement – lime undercoats shall be allowed to dry out thoroughly before a further coat is applied.

Surfaces of beds and backings

Screened beds for in-situ finishing's of floor finishing's bedded in mortar, shall be left rough from the screeding board.

Floated beds for inflexible floor finishings bedded in mastic, shall be left with a plain untextured surface.

Troweled beds for flexible finishing shall be finished smooth free from score marks, grooves or depressions

Screeded backings for in-situ wall finishings or wall finishings bedded in mortar shall be scratched for key. Floated backings for inflexible wall finishings fixed with adhesive shall be left with a plain surface.

Troweled backings for flexible wall finishings shall be finished smooth and free from score marks or depressions.

Beds and backings for finishings by specialists shall be to the approval of the specialist.

Preparation of surfaces

All surfaces to receive the finishing in this section shall be thoroughly cleaned. Screeds to receive finishing bedded in mortar shall be well wetted before laying is commenced.

3.2.8 PAINTING AND DECORATING

MATERIALS

Colour range.

Painting and decorative schemes shall be carried out in colours selected by the Project Manager from the approved range of colours.

Approval of brands

The contractor shall seek, in writing, approval from the Project Manager for all brands of paint he wishes to use.

Quality of products.

Where a type of paint is produced by the Manufacturer in more than one quality, only paints and materials of the first or best quality shall be used in the works. The container label shall indicate clearly the quality of paint being used.

Where it is not evident that the first or best quality is being used, the Project Manager will order the removal of such materials from site and rectification of any work executed with those materials, all at the Contractor's expense.

Same makers materials used for coating

While materials for the work may be obtained from several makers, undercoats and finishing coats for a particular surface must be obtained from the same maker, (i.e. one makers undercoat).

Remedying defects due to defective materials

All materials, which in the opinion of the Project Manager are unsatisfactory shall be immediately removed from the site and any work executed with such defective materials shall be made good by the Contractor, at his expense, to the satisfaction of the Project Manager.

Emulsion paint

Emulsion paint (interior and/or exterior), shall have a P.V.A. (Polyvinyl acetate) base and shall be of an approved brand. The first coat shall be thinned in accordance with the manufacturer's instructions. Where described as applied externally, the paint shall incorporate an approved fungicide to prevent fungus growth.

Black bituminous paint

Black bituminous paint shall comply with BS 3416, Type 1 for general use, Type II for drinking water.

Primer for iron and steelwork

Primer for iron and steelwork shall be: -

a) Lead based priming paint complying with BS 2523, Type B.

b) Calcium plumbate priming paint complying with BS 3698, Type A.

Primer for woodwork

Primer for internal woodwork, other than the internal surfaces of external doors, windows and their frames and backs of frames and linings, etc. in contact with masonry, concrete or plaster, shall be leadless white or light grey priming paint not darker than 9-093 of BS 4800 which shall be compatible with the subsequent coats and obtained from the same maker.

Oil paints

Hard gloss, semi-gloss matt and flat oil paints, and respective undercoats, shall be approved quality, as appropriate

Polyurethane lacquer

Polyurethane lacquer shall be an approved single pack or two pack lacquer as described of interior or exterior quality as appropriate.

Plaster, rendering, concrete blockwork and brickwork

All plaster or mortar splashes, etc. shall be removed from plaster rendering, concrete, block work and brickwork by carefully scrapping; all holes, cracks etc., shall be stopped and the whole of the surfaces shall be brushed down to remove dust and loose materials. In addition, all traces of mould oil shall be removed from concrete surfaces by scrubbing with water and detergent and rinsing with clean water to remove all detergent.

Iron and steel

Before fixing, all rust and scales shall be removed from iron and steel surfaces by wire-brushing, scraping, hammering, flame cleaning etc.

Hardwood

All dirt and grease shall be removed from hardwood surfaces. After priming, all nail holes and other imperfections shall be stopped.

Fiberboard

All dirt shall be brushed off from fibreboard surfaces. After priming all nail holes and other imperfections shall be stopped.

PART III - THE CONDITIONS OF CONTRACT AND CONTRACT

PART III - THE CONDITIONS OF CONTRACT AND CONTRACT

SECTION VIII - GENERAL CONDITIONS OF CONTRACT (GCC)

HEAD OF SUPPLY CHAIN MANAGEMENT

KAKUMA MUNICIPAL BOARD

P.O. BOX 30-30501, KAKUMA

THE PROPOSED CONSTRUCTION OF KAKUMA MUNICIPALITY FIRE STATION AND SUPPLY OF FIRE ENGINE.

General Conditions of Contract

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1. GENERALPROVISIONS

1.1 Definitions

In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated below. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

"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.

"Base Date" means a date 30 day prior to the submission of tenders.

"Bill of Quantities" means the priced and completed Bill of Quantities forming part of the tender.

"Completion Date" meansthedateofcompletionoftheWorksascertifiedbytheEngineer.

"Contract Price" means the price defined in the contract and there after as adjusted in accordance with the provisions of the Contract.

"Contract" means the agreement entered into between the Kakuma Municipal Board and the Contractor as recorded in the Agreement Form and signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein to execute, complete, and maintain the Works.

"Contractor's Documents" means the calculations, computer programs and other software, progress reports, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.

"Contractor's Equipment" means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Kakuma Municipal Board's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

"Contractor'sPersonnel" means the Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labor and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.

"Contractor's Representative" means the person named by the Contractor in the Contractor appointed from time to timeby the Contractor who acts on behalf of the Contractor.

"Contractor" means the person(s) named as contractor in the Form of Tender accepted by the Kakuma Municipal Board.

"Cost" means expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

"Day" means a calendar day and **"year"** means 365 days.

"Dayworks" means Work inputs subject to payment on a time basis for labour and the associated materials and plant.

"Defect" means any part of the Works not completed in accordance with the Contract.

"Defects Liability Certificate" means the certificate issued by Architect upon correction of defects by the Contractor.

"Defects Liability Period" means the period named in the Special Conditions of Contract and calculated from the Completion Date, within which the contractor is liable for any defects that may develop in the handed over works.

"Defects Notification Period" means the period for notifying defects in the Works oraSection(asthecasemaybe) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], whichextendsoverthedaysstated intheSpecialConditionsofContract.

"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 Kakuma Municipal Board in accordance with the Contract.

"Final Payment Certificate" means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].

"Final Statement" means the statement defined in Sub-Clause 14.11 [ApplicationforFinalPaymentCertificate].

"Force Majeure" is defined in Clause19 [Force Majeure].

"Foreign Currency" means a currency of another country (not Kenya) in which part (or all) of the Contract Price is payable, but not the Local Currency.

"Goods" means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

"Interim Payment Certificate" means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.

"Laws" means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.

"Letter of Acceptance" means the letter of formal acceptance of a tender, signed by Kakuma Municipal Board, including any annexed memoranda comprising agreements between and signed by both Parties.

"Local Currency" means the currency of Kenya.

"Materials" means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.

"Notice of Dissatisfaction" means the notice given by either Party to the other under Sub-Clause 20.3 indicating its dissatisfaction and intention to commence arbitration.

"Special Conditions of Contract" means the pages completed by the Kakuma Municipal Board entitled Special Conditions of Contract which constitute Part A of the Special Conditions.

"Party" means the Kakuma Municipal Board or the Contractor, as the context requires.

"Payment Certificate" means a payment certificate issued under Clause 14 [Contract Price and Payment].

"Performance Certificate" means the certificate issued under Sub-Clause 11.9 [Performance Certificate].

"Performance Security" means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].

"Permanent Works" means the permanent works to be executed by the Contractor under the Contract.

"Plant" means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Kakuma Municipal Board and relating to the construction or operation of the Works.

"Kakuma Municipal Board's Equipment" means the apparatus, machinery and vehicles (if any) made available by the

Kakuma Municipal Board for the use of the Contract or in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Kakuma Municipal Board.

"Kakuma Municipal Board's Personnel" means the Engineer, the Engineer, the assistants and all other staff, labor and other employees of the Architect and of the Kakuma Municipal Board; and any other personnel notified to the Contractor, by the Kakuma Municipal Board or the Engineer, as Kakuma Municipal Board's Personnel.

"Kakuma Municipal Board" means the Entity named in the Special Conditions of Contract.

"Engineer" is the person named in the Appendix to Conditions of Contract (or any other competent person appointed by the Kakuma Municipal Board and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract and shall be an "Architect" or a "Quantity Surveyor" registered under the Architects and Quantity Surveyors Act Cap 525 or an "Engineer" registered under Engineers Registration Act Cap 530.

"Engineer" means the person appointed by the Kakuma Municipal Board to act as the Architect for the purposes of the Contract and named in the Special Conditions of Contract, or other person appointed from time to time by the Kakuma Municipal Board and notified to the Contractor

"Provisional Sum" means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].

"Retention Money" means the accumulated retention moneys which the Kakuma Municipal Board retains under Sub-Clause
14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].

"Schedules" means the document(s) entitled schedules, completed by the Contractor and submitted with the Form of Tender, as included in the Contract.

"Section" means a part of the Works specified in the Special Conditions of Contract as a Section (if any)

"Site Investigation Reports" are those reports that may be included in the tendering documents which a ref actual and interpretative about the surface and sub-surface condition sat the Site.

"Site" means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.

"Specification" means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

"Start Date" or "Commencement Date"is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with the Site possession date(s).

"Statement" means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.

"Subcontractor" means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works.

"Taking-Over Certificate" means a certificate issued under Clause 10 [Kakuma Municipal Board's Taking Over].

"Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.

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

"Tender" means the Form of Tender and all other documents which the Contractor submitted with the Form of Tender, as included in the Contract.

"Tests after Completion" means the tests (if any) which are specified in the Contract and which are carried out in

accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Kakuma Municipal Board.

"Testson Completion" means the tests which are specified in the Contractor agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Kakuma Municipal Board.

"Time for Completion" means the time for completing the Works or a Section (as the case may be) as stated in the Special Conditions of Contract (with any extension calculated from the Commencement Date.

"Unforeseeable" means not reasonably foreseeable by an experienced contractor by the Base Date.

"Variation" means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].

"Works" means the items the Kakuma Municipal Board requires the Contractor to undertake as defined in the Appendix to Conditions of Contract. **"Works" may** also mean the Permanent Works and the Temporary Works, or either of them as appropriate.

1.2 Interpretation

In the Contract, except where the context requires otherwise:

a) Words indicating one gender include all genders;
b) words indicating the singular also include the plural and words indicating the plural also include the singular;
c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;
d) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

1.3 Communications

1.3.1 Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

a) In writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Special Conditions of Contract; and
b) delivered, sentor transmitted to the addressf or the recipient's communications as stated in the Special Conditions of Contract. However:

   i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
   ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the addressfromwhichtherequestwasissued.

1.3.2 Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Architect or the other Party, as the case may be.

1.4 Law and Language

1.4.1 The Contract shall be governed by the laws of **Kenya.**

1.4.2 The ruling language ofthe Contract shall be **English.**

1.5 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

a) The Contract Agreement,
b) The Letter of Acceptance,
c) The Special Conditions – Part A,
d) the Special Conditions – Part B
e) the General Conditions of Contract
f) the Form of Tender,
g) the Specifications and Bills of Quantities
h) the Drawings, and
i) the Schedules and any other documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Architect shall issue any necessary clarification or instruction.

1.6 Contract Agreement

The Parties shall enter into a Contract Agreement within 14 days after the Contractor receives the Contract Agreement, unless the Special Conditions establish otherwise. The Contract Agreement shall be based upon the formannexed to the Special Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Kakuma Municipal Board.

1.7 Assignment

The Contractor shall not assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, the contractor:

a) May as sign the whole or any part with the prior consent of the Kakuma Municipal Board, and
b) may, as security in favor of a bank or financial institution, assign its right to moneys due, or to become due, under the Contract.

1.8 Care and Supply of Documents

1.8.1 The Specifications and Drawings shall be in the custody and care of the Kakuma Municipal Board.Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawings and Bills of Quantities shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.

1.8.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over bythe Kakuma Municipal Board. Unless otherwise stated in the Contract, the Contractor shall supply to the Architect two copies of each of the Contractor's Documents.

1.8.3 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract.The Kakuma Municipal Board's Personnel shall have the right of access to all these documents at all reasonable times.

1.8.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, theParty shall promptly give notice to the other Party of such error or defect.

1.9 Timely provision of Drawings or Instructions

1.9.1 The Contractor shall give notice to the Architect whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.

1.9.2 If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Architect to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) payment of any other associated costs accrued, which shall be included in the Contract Price.

1.9.3 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

1.9.4 However, if and to the extent that the Architect failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, or costs accrued.

1.10 Kakuma Municipal Board's Use of Contractor's Documents

1.10.1 Asagreed between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.

1.10.2 The Contractor shall be deemed (by signing the Contract) to give to the Kakuma Municipal Board a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:

a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

1.10.3 The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Kakuma Municipal Boardf or purposes other than those permitted under Sub-Clause 1.10.2.

1.11 Contractor's Use of Kakuma Municipal Board's Documents

As agreed between the Parties, the Kakuma Municipal Board shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Kakuma Municipal Board. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Kakuma Municipal Board's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

1.12 Confidential Details

1.12.1 The Contractor's and the Kakuma Municipal Board's Personnel shall ensure confidentiality at all times. The confidentiality shall survive termination or completion of the contract. They shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation.

1.12.2 The Contractor's and the Kakuma Municipal Board's Personnel shall also treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

1.13 Compliance with Laws

The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Special Conditions of Contract:

a) The Kakuma Municipal Board shall have obtained (or shall obtain) the planning, zoning, building permitor similar permission for the Permanent Works, and any other permissions described in the Specifications as having been (or to be) obtained by the Kakuma Municipal Board; and the Kakuma Municipal Board shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and

b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Kakuma Municipal Board harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.

1.14 Joint and Several Liability

If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons:

a) These persons shall be deemed to be jointly and severally liable to the Kakuma Municipal Board for the performance of the Contract;
b) these persons shall notify the Kakuma Municipal Board of their leader who shall have authority to bind the Contractor and each of these persons; and
c) the Contractor shall not alter its composition or legal status without the prior consent of the Kakuma Municipal Board.

1.15 Inspections and Audit by the Kakuma Municipal Board

Pursuant to paragraph 2.2(e). of Appendix B to the General Conditions, the Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Public Procurement Regulatory Authority, Kakuma Municipal Board and/or persons appointed or designated by the Government of Kenya 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 Kakuma Municipal Board if requested by the Kakuma Municipal Board. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 15.6 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise ofthe Kakuma Municipal Board's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility pursuant to the Kakuma Municipal Board's prevailing sanctions procedures).

2. THE KAKUMA MUNICIPAL BOARD

2.1 Right of Access to the Site

2.1.1 The Kakuma Municipal Board shall give the Contractor right of access to, and possession of, all parts of the Site within thetime (or times) stated in the **Special Conditions of Contract.** The right and possession may not be exclusive to the Contractor. If, under the Contract, the Kakuma Municipal Board is required to give (to the Contractor) possession ofanyfoundation, structure, plant or means of access, the Kakuma Municipal Board shall do so in the time and manner stated in the Specification. However, the Kakuma Municipal Board may withhold any such right or possession until the Performance Security has been received.

2.1.2 If no such time is stated in the Special Conditions of Contract, the Kakuma Municipal Board shall give the Contractor right of access to, and possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the programme submitted under Sub-Clause 8.3 [Programme].

2.1.3 If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Kakuma Municipal Board to give any such right or possession within such time, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

2.1.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

2.1.5 However, if and to the extent that the Kakuma Municipal Board's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

2.2 Permits, Licenses or Approvals

2.2.1 The Kakuma Municipal Board shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:

a) Copies of the Laws of Kenya which are relevant to the Contract but are not readily available, and
b) any permits, licenses or approvals required by the Laws of Kenya:

i) which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws],
ii) for the delivery of Goods, including clearance through customs, and
iii) for the export of Contractor's Equipment when it is removed from the Site.

2.3 Kakuma Municipal Board'sPersonnel

The Kakuma Municipal Board shall be responsible for ensuring that the Kakuma Municipal Board's Personnel and the Kakuma Municipal Board's other contractor son the Site:

a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and

b) take action ssimilar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) ofSub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].

2.4 Kakuma Municipal Board's Financial Arrangements

The Kakuma Municipal Board shall make and maintain all necessary financial arrangements which will enable the Kakuma Municipal Board to pay the Contract Price punctually (as estimated at that time) in accordance with Clause14 [Contract Price and Payment].

3. THE ENGINEER

3.1 Architect Duties and Authority

3.1.1 The Kakuma Municipal Board shall appoint the Architect who shall carry out the duties as signed to him in the Contract. The Architect staff shall include suitably qualified Assistants and other professionals who are competent to carry out these duties. The Architect Name and Address shall be provided in the **Special Conditions of Contract.**

3.1.2 The Architect shall have no authority to amend the Contract.

3.1.3 The Architect May exercise the authority attributable to the Architect as specified in or necessarily to be implied from the Contract. If the Architectis required to obtain the approval of the Kakuma Municipal Board before exercising a specified authority, the requirements shall be as stated in the S**pecial Conditions of Contract**. The Kakuma Municipal Board shall promptly inform the Contractor of any change to the authority attributed to the Engineer.

3.1.4 However, whenever the Architect exercises a specified authority for which the Kakuma Municipal Board's approvalis required, then (for the purposes of the Contract) the contractor shall require the Architect toprovideevidence of such approval before complying with the instruction.

3.1.5 Except as otherwise stated in these Conditions:

a) Whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Architect shallbedeemedtoactfortheKakuma Municipal Board;
b) the Architect has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract;
c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Architect (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and
d) anyact by the Architect in response to a Contractor's request shall be notified in writing to the Contractor within 14 days of receipt.

3.1.6 The following provisions shall apply:

The Architect shall obtain the specific approval of the Kakuma Municipal Board before taking action under the-following Sub-Clauses of these Conditions:

a) Sub-Clause 4.12: agreeing or determining an extension of time and/or additional cost.

b) Sub-Clause 13.1: instructing a Variation, except;

i) In an emergency situation as determined by the Engineer, or

ii) If such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the **Special Conditions of Contract.**

c) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2.

d) Sub-Clause13.4: Specifying the amount payable in each of the applicable three currencies.

3.1.7 Not withstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forth with comply, despite the absence of approval of the Kakuma Municipal Board, with any such instruction of the Engineer. The Architect shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Kakuma Municipal Board.

3.2 Delegation by the Engineer

3.2.1 The Architect may from time to time assign duties and delegate authority to assistants and may also revoke such assignment or delegation. These assistants may include a resident Engineer, and/or independent inspectors appointed to inspect and/ or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Architect shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5 [Determinations].

3.2.2 Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:

a) Any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Architect to reject the work, Plant or Materials;

b) If the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.

3.3 Instructions of the Engineer

3.3.1 The Architect may issue to the Contractor (at anytime) instructions and additional or modified Drawings which may benecessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under Clause 3.2.1.

3.3.2 The Contractor shall comply with the instructions given by the Architect or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Architec tor a delegated assistant:

a) Gives an oral instruction,

b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and

c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation,

Then the confirmation shall constitute the written instruction of the Architect or delegated assistant (as the case may be).

3.4 Replacement of the Engineer

IftheKakuma Municipal Board intends to replace the Engineer, the Kakuma Municipal Board shall, in not less than 21 days before theintendeddateofreplacement, give notice to the Contractor of the name, address and relevant experience of the intended person to replace the Engineer.

3.5 Determinations

3.5.1 Whenever these Conditions provide that the Architect shall proceed in accordance with this Sub-Clause3.5 to agreeor determine any matter, the Architect shall consult with each Party in an endeavor to reach agreement. If agreement is not achieved, the Architect shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

3.5.1 The Architect shall give notice to both Parties of each agree mentor determination, with supporting particulars, within 30 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].

4. THE CONTRACTOR

4.1 Contractor's General Obligations

4.1.1 The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Architect instructions, ands hall remedy any defects in the Works.

4.1.2 The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.

4.1.3 All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country.

4.1.4 The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the designor specification of the Permanent Works.

4.1.5 The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.

4.1.6 If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Special Conditions:

a) The Contractor shall submit to the Architect the Contractor's Documents for this part in accordance with the procedures specified in the Contract;

b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Architect to add to the Drawings for co-ordination of each Party's designs;

c) the Contractor shall be responsible for this part and it shall, when the Works are completed, befit for such purposes for which the part is intended as are specified in the Contract; and

d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Architectthe "as-built" documents and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Kakuma Municipal Board to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer.

4.2 Performance Security

4.2.1 The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount stated in the **Special Conditions of Contract** and denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Kakuma Municipal Board. If an amount is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.

4.2.2 The Contractor shall deliver the Performance Security to the Kakuma Municipal Board within 30 days after receiving the Notification of Award and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable bank selected by the Contractor and shall be in the form annexed to the Special Conditions, as stipulated by the Kakuma Municipal Board in the Special Conditions of Contract, or in another form approved by the Kakuma Municipal Board.

4.2.3 The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executedand completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.

4.2.4 The Kakuma Municipal Board shall not make a claim under the Performance Security, except for amounts to which the Kakuma Municipal Board is entitled under the Contract.

4.2.5 The Kakuma Municipal Board shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Kakuma Municipal Board was not entitled to make the claim.

4.2.6 The Kakuma Municipal Board shall return the Performance Security to the Contractor within 14 days after receiving a copyof the Taking-Over Certificate.

4.2.7 Without limitation to the provisions of the rest of this Sub-Clause, whenever the Architect determines an addition or a reduction to the Contract Price as a result of a change in cost and/ or legislation, or as a result of a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Architect request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.

4.3 Contractor's Representative

4.3.1 The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. The Contractor's Representative's Name and Address shall be provided in the **Special Conditions of Contract.**

4.3.2 Unless the Contractor's Representative **is named in the Contract**, the Contractor shall, prior to the Commencement Date, submit to the Architect for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is with held or subsequently revoked in terms of Sub-Clause 6.9 [Contractor's Personnel], or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of an other suitable person for such appointment.

4.3.3 The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Representative or appoint are placement.

4.3.4 The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Architect prior consent, and the Architect shall be notified accordingly.

4.3.5 The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Engineer].

4.3.6 The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Architect has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

4.3.7 The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause1.4

[Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreter savailable during all working hours in a number deemed sufficient by the Engineer.

4.4 Sub-contractors

4.4.1 The Contractor shall not subcontract the whole of the Works. The contractor may however subcontract the works as provided in Clause 34.2.

4.4.2 The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if theyweret heacts or defaults of the Contractor. Unless otherwise stated in the Special Conditions:

a) The Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract;
b) The prior consent of the Kakuma Municipal Board shall be obtained to other proposed Subcontractors;
c) the Contractor shall give the Kakuma Municipal Board not less than 14 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; and
d) each subcontract shall include provisions which would entitle the Kakuma Municipal Board to require the subcontract to be assigned to the Kakuma Municipal Board under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Kakuma Municipal Board].

4.4.3 The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor.

4.4.4 Wher epracticable, the Contractor shall give fair and reasonable opportunity for contractors from Kenya to be appointed as Subcontractors.

4.5 Assignment of Benefit of Subcontract

If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Kakuma Municipal Board, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Kakuma Municipal Board for the work carried out by the Subcontractor after the assignment takes effect.

4.6 Co-operation

4.6.1 The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:

a) The Kakuma Municipal Board's Personnel,
b) Any other contractors employed by the Kakuma Municipal Board, and
c) The personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract.

4.6.2 Any such instruction shall constitute a Variation if and to the extent that it cause sthe Contractor to suffer delays and/ortoincur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.

4.6.3 If, under the Contract, the Kakuma Municipal Board is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Architect in the time and manner stated in the Specification.

4.7 Setting Out of the Works

4.7.1 The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contractor notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.

4.7.2 The Kakuma Municipal Board shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.

4.73 If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an errorin these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/ or Cost, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) payment of any such costs accrued, which shall be included in the Contract Price.

4.7.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to thise.

4.8 Safety Procedures

The Contractor shall:
a) Comply with all applicable safety regulations,
b) Takec are for the safety of all persons entitled to be on the Site,
c) Use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,
d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Kakuma Municipal Board's Taking Over], and
e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

4.9 Quality Assurance

4.9.1 The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract.The system shall be in accordance with the details stated in the Contract. The Architect shall be entitledto audit any aspect of the system.

4.9.2 Details of all procedures and compliance documents shall be submitted to the Architectf or information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor itself shall be apparent on the document itself.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

4.10 Site Data

4.10.1 The Kakuma Municipal Board shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Kakuma Municipal Board's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Kakuma Municipal Board shall similarly make available to the Contractor all such data which come into the Kakuma Municipal Board's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.

4.10.2 To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

a) The form and nature of the Site, including sub-surface conditions,
b) the hydrological and climatic conditions,
c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
d) the Laws, procedures and labour practices of Kenya, and
e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

4.11 Sufficiency of the Accepted Contract Amount

4.11.1 TheContractor shall be deemed to:

a) Have satisfied itself as to the correctness and sufficiency of the Accepted Contract Amount, and

b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data].

4.11.2 Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects.

4.12 Unforeseeable Physical Conditions

4.12.1 In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.

4.12.2 If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Architect as soon as practicable.

4.12.3 This notice shal ldescribe the physical conditions, so that they can be inspected by the Architect and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Architect may give. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

4.12.4 If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice under Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) payment of any such Cost, which shall be included in the Contract Price.

4.12.5 Upon receiving such notice and inspecting and/or investigating these physical conditions, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.

4.12.6 However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Architect may also review whether other physical conditions in similar parts of the Works (if any) were more favorable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favorable conditions were encountered, the Architect may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.

4.12.7 The Architect shall take account of any evidence of the physical conditions foreseen by the Contractorwhen submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor'sinterpretationofanysuchevidence.

4.13 Rights of Way and Facilities

Unless otherwise specified in the Contract the Kakuma Municipal Board shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities out side the Site

which he may require for the purposes of the Works.

4.14 Avoidance of Interference

4.14.1 The Contractor shall not interfere unnecessarily or improperly with:

a) The convenience of the public, or

b) The access to and use and occupation of all roads and foot paths, irrespective of whether they are public or in the possession of the Kakuma Municipal Board or of others.

4.14.2 The Contractor shall indemnify and hold the Kakuma Municipal Board harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

4.15 Access Route

4.15.1 The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.

4.15.2 Except as otherwise stated in these Conditions:

a) The Contractor shall (as be tween the Parties) be responsible for any maintenance which may be required for his use of access routes;

b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;

c) the Kakuma Municipal Board shall not be responsible for any claims which may arise from the use or otherwise of any access route;

d) the Kakuma Municipal Board does not guarantee the suitability or a vailability of particular access routes; and

e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.

4.16 Transport of Goods

Unless otherwise stated in the Special Conditions:

a) the Contractor shall give the Architect not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;

b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and

c) the Contractor shall indemnify and hold the Kakuma Municipal Board harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from thetransport of Goods and shall negotiate and pay all claims arising from their transport.

4.17 Contractor's Equipment

The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

4.18 Protection of the Environment

4.18.1 The contractor shall comply with the applicable environmental laws, regulations and policies.

4.18.2 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

4.18.3 The Contractors hall ensure that emissions, surfaced is charges and effluent from the Contractor's activities

shall not exceed the values stated in the Specification or prescribed by applicable Laws.

4.19 Electricity, Water and Gas

4.19.1 The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.

4.19.2 The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specifications.The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed.

4.19.3 The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Kakuma Municipal Board's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Kakuma Municipal Board.

4.20 Kakuma Municipal Board's Equipment and Free-Issue Materials

4.20.1 The Kakuma Municipal Board shall make the Kakuma Municipal Board's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification. Unless otherwise stated in the Specification:

a) The Kakuma Municipal Boards hall be responsible for the Kakuma Municipal Board's Equipment, except that

b) the Contractor shall be responsible for each item of Kakuma Municipal Board's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it.

4.20.1 The appropriate quantities and the amounts due (at such stated prices) for the use of Kakuma Municipal Board's Equipment shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Kakuma Municipal Board's Claims] and Sub-Clause3.5 [Determinations]. The Contractor shall pay these amounts to the Kakuma Municipal Board.

4.20.2 The Kakuma Municipal Board shall supply, free of charge, the “free-issue materials” (if any) in accordance with the details stated in the Specification. The Kakuma Municipal Board shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them and shall promptly give notice to the Architect of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Kakuma Municipal Board shall immediately rectify the notified shortage, defector default.

4.20.3 After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Kakuma Municipal Board of liability for any shortage, defect or default not apparent from a visual inspection.

4.21 Progress Reports

4.21.1 Unless otherwise stated in the Special Conditions, monthly progress reports shall be prepared by the Contractor and submitted to the Architect in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.

4.21.2 Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include:

a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 5 [NominatedSubcontractors]),

b) photographs showing the status of manufacture and of progress on the Site;

c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:

i) commencement of manufacture,
ii) Contractor's inspections,
iii) tests, and
iv) shipment and arrival at the Site;

d) the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment];

e) copies of quality assurance documents, test results and certificates of Materials;

f) list of notices given under Sub-Clause 2.5 [Kakuma Municipal Board's Claims] and notices given under Sub- Clause 20.1 [Contractor's Claims];

g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and

h) comparison so factual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

4.22 Security of the Site

Unless otherwise stated in the Special Conditions:

a) The Contractor shall be responsible for keeping unauthorized persons off the Site, and

b) authorized persons shall be limited to the Contractor's Personnel and the Kakuma Municipal Board's Personnel; and to any other personnel notified to the Contractor, by the Kakuma Municipal Board or the Engineer, as authorized personnel of the Kakuma Municipal Board's other contractors on the Site.

4.23 Contractor's Operations on Site

4.23.1 The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Architect as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacentl and.

4.23.2 During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.

4.23.3 Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

4.24 Fossils

4.24.1 All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Kakuma Municipal Board. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.

4.24.2 The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) payment of any such Cost, which shall be included in the Contract Price.
After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

5. NOMINATED SUBCONTRACTORS

5.1 Definition of "nominated Subcontractor"

In this Contract, "nominated Subcontractor" means a Subcontractor:

a) Who is nominated by the Kakuma Municipal Board, or

b) Contractor has nominated as a Subcontractor subject to Sub-Clause 5.2 [Objection to Notification].

5.2 Objection to Nomination

The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Kakuma Municipal Board as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Kakuma Municipal Board agrees in writing to indemnify the Contractor against and from the consequences of the matter:

a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;

b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or

c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:

   i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge hisobligations and liabilities under the Contract;

   ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities, and

   iii) be paid only if and when the Contractor has received from the Kakuma Municipal Board payments for sums due under the Subcontract referred to under Sub-Clause 5.3 [Payment to nominated Subcontractors].

5.3 Payments to nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts shown on the nominated Subcontractor's invoices approved by the Contractor which the Architect certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause 13.5 [Provisional Sums], except as stated in Sub-Clause 5.4 [Evidence of Payments].

5.4 Evidence of Payments

5.4.1 Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Architect may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

(a) Submits this reasonable evidence to the Engineer, or

(b) i) Satisfies the Architect in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and

   ii) Submits to the Architect reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement, then the Kakuma Municipal Board may (at his sole discretion) pay, directto the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above.The Contractor shall then repay, to the Kakuma Municipal Board, the amount which the nominated Subcontractor was directly paid by the Kakuma Municipal Board.

6. STAFF AND LABOR

6.1 Engagement of Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within Kenya.

6.2 Rates of Wages and Conditions of Labor

6.2.1 The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by Kakuma Municipal Board's whose trade or industry is similar to that of theContractor.

6.2.2 The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in Kenya in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of Kenya for the time being in force, and the Contractor shall perform such duties in regard to such deductions there of as may be imposed on him by such Laws.

6.3 Persons in the Service of Kakuma Municipal Board

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Kakuma Municipal Board's Personnel.

6.4 Lab or Laws

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, employment of children, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

6.5 Working Hours

Nowork shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours stated in the **Special Conditions of Contract**, unless:

a) Otherwise stated in the Contract,
b) The Architect gives consent, or
c) The work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer, provided that work done outside the normal working hours shall be considered and paid for as overtime.

6.6 Facilities for Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities on site for the Contractor's Personnel. The Contractor shall also provide facilities for the Kakuma Municipal Board's Personnel as stated in the Specifications. The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

6.7 Health and Safety

6.7.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with loca lhealth authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Kakuma Municipal Board's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

6.7.2 The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide what ever is required by this person to exercise this responsibility and authority.

6.7.3 The Contractor shall send, to the Engineer, details of any accident as soon as practicable after itsoccurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Architect may reasonably require.

6.7.4 The Contractor shall conduct an awareness programme on HIV and other sexually transmitted diseases via an approved service provider and shall undertake such other measures taken to reduce the risk of the transfer of these diseases between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.

6.8 Contractor's Superintendence

6.8.1 Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary super intendence to plan, arrange, direct, manage, inspect and test the work.

6.8.2 Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

6.9 Contractor's Personnel

6.9.1 The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Contractors Key personnel shall be named in the Special Conditions of Contract. The Architect may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:

a) Persists in any misconduct or lack of care,
b) Carries out duties in competently or negligently,
c) fails to conform with any provisions of the Contract,
d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment, or
e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution ofthe Works.

6.9.2 If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

6.10 Records of Contractor's Personnel and Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

6.11 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.

6.12 Foreign Personnel

6.12.1 The Contractor shall not employ foreign personnel unless the contractor demonstrates that there are no Kenyans with the required skills.

6.12.2 The Contractor shall be responsible for the return of any foreign personnel to the place where they were recruited or to their domicile. In the event of the death in Kenya of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

6.13 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Sitea n adequate supply of drinking and other water for the use of the Contractor's Personnel.

6.14 Measures against Insect and Pest Nuisance

The Contractor shall a tall times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

6.15 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of Kenya, onsite, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal there of by Contractor's Personnel.

6.16 Prohibition of Forced or Compulsory Labour

The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

6.17 Prohibition of Harmful Child Labor

The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where the relevant labour laws of Kenya have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.

6.18 Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

6.19 Workers' Organizations

The Contractor shall comply with the relevant labor laws that recognize workers' rights to form and to join workers' organizations of their choosing without interference.

6.20 Non-Discrimination and Equal Opportunity

The Contractor shall base the labour employment on the principle of equal opportunity and fair treatment and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employ mentor retirement, and discipline.

7. PLANT, MATERIALS AND WORKMANSHIP

7.1 Manner of Execution

The Contractor shall carry out the manufacture/assemble of plant, the production and manufacture of Materials, and all other execution of the Works:

a) In the manner (if any) specified in the Contract,
b) in a proper workman like and careful manner, in accordance with recognized good practice, and
c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

7.2 Samples

The Contractor shall submit the following samples of Materials, and relevant information, to the Architect for consent prior to using the Material sin or for the Works:

a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and
b) additional samples instructed by the Architect as a Variation.

Each sample shall be labeled as to origin and intended use in the Works.

7.3 Inspection

7.3.1 The Kakuma Municipal Board's Personnel shall at all reasonable times:

a) Have full access to all parts of the Site and to all places from which natural Materials are being obtained, and
b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine,

inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.

7.3.2 The Contractor shall give the Kakuma Municipal Board's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

7.3.3 The Contractor shall give notice to the Architect whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Architect shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Architect does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and there after reinstate and make good, all at the Contractor's cost.

7.4 Testing

7.4.1 This Sub-Clause shall apply to all tests specified in the Contract.

7.4.2 Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labor, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and placef ort he specified testing of any Plant, Materials and other parts of the Works.

7.4.3 The Architect may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, not withstanding other provisions of the Contract.

7.4.4 The Architect shall give the Contractor not less than 24 hours' notice of the Architect intention to attend the tests. If the Architect does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Architect presence.

7.4.5 If the Contractor suffers delay and/ or incurs Cost from complying with these instructions or as a result of a delay for which the Kakuma Municipal Board is responsible, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

7.4.6 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

7.4.7 The Contractor shall promptly forward to the Architect duly certified reports of the tests. When thespecified tests have be enpassed, the Architect shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Architect has not attended the tests, he shall be deemed to have accepted the readings as accurate.

7.5 Rejection

7.5.1 If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Architect may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.

7.5.2 If the Architect requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Kakuma Municipal Board to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Kakuma Municipal Board's Claims] pay these costs to the Kakuma Municipal Board.

7.6 Remedial Work

7.6.1 Not withstanding any previous test or certification, the Architect may instruct the Contractorto:

a) Remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,

b) remove and re-execute any other work which is not in accordance with the Contract, and

c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseen able event or otherwise.

7.6.2 The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c).

7.6.3 If the Contractor fails to comply with the instruction, the Kakuma Municipal Board shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Kakuma Municipal Board's Claims] pay to the Kakuma Municipal Board all costs arising from this failure.

7.6.4 If the contractor repeatedly delivers defective work, the Kakuma Municipal Board may consider termination in accordance with Clause 15.

7.7 Ownership of Plant and Materials

Except as otherwise provided in the Contract, each item of Plant and Materials shall become the property of the Kakuma Municipal Board at whichever is the earlier of the following times, free from liens and other encumbrances:

a) When it is in corporated in the Works;
b) when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.10 [Payment for Plant and Materials in Event of Suspension].

7.8 Royalties

Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:

a) Natural materials obtained from outside the Site, and
b) thedisposal of material from demolitions and excavations and of other surplus material (whether natural orman-made), except to the extent that disposal are as within the Site are specified in the Contract.

8. COMMENCEMENT, DELAYS AND SUSPENSION

8.1 Commencement of Works

8.1.1 Except as otherwise specified in the Special Conditions of Contract, the Commencement Date shall be the date at which the following precedent condition shave all been fulfilled and the Architect notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor:

a) Signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of Kenya;
b) except if otherwise specified in the Special Conditions of Contract, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works.
c) Receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor.

8.1.2 If the said Architect instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause1 6.2 [Terminationby Contractor].

8.1.3 The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date and shal lthen proceed with the Works with due expedition and without delay.

8.2 Time for Completion

The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:

a) Achieving the passing of the Testson Completion, and
b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections].

8.3 Programme

8.3.1 The Contractor shall submit a detailed time programme to the Architect within1 4 days after receiving the notice under Sub-Clause 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include:

a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing,

b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),

c) the sequence and timing of inspections and tests specified in the Contract, and

d) a supporting report which includes:

   i) a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and

   ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

8.3.2 Unless the Engineer, within 14 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Kakuma Municipal Board's Personnel shall be entitled to rely upon the programme when planning their activities.

8.3.3 The Contractor shall promptly give notice to the Architect of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works.

8.3.4 If, at anytime, the Architect gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contractor to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Architect in accordance with this Sub-Clause.

8.4 Extension of Time for Completion

8.4.1 The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:

a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract,

b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,

c) exceptionally adverse climatic conditions,

d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or

e) any delay, impediment or prevention caused by or attributable to the Kakuma Municipal Board, the Kakuma Municipal Board's Personnel, or the Kakuma Municipal Board's other contractors.

8.4.2 If the Contractor considers itself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Architect in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Architec tshall review previous determinations and may increase, but shall not decrease, the total extension of time.

8.5 Delays Caused by Authorities

If the following conditions apply, namely:

a) The Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in Kenya,

b) These authorities delay or disrupt the Contractor's work, and

c) the delay or disruption was Unforeseeable, then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].

8.6 Rate of Progress

8.6.1 If, at anytime:

a) Actual progress is too slow to complete within the Time for Completion, and/or

b) Progress has fallen (or will fall) behind the current programme under Sub-Clause 8.3 [Programme], other than as a result of a cause listed in Sub-Clause 8.4 [Extension of Time for Completion], then the Architect may instruct the Contractor to submit, under Sub-Clause 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.

8.6.2 Unless the Architect notifies otherwise, the Contractor shall adopt these revised methods, which mayrequire increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Kakuma Municipal Board to incur additional costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Kakuma Municipal Board's Claims] pay these costs to the Kakuma Municipal Board, in addition to delay damages (if any) under Sub-Clause 8.7 below.

8.6.3 Additional costs of revised methods including acceleration measures, instructed by the Architect to reduce delays resulting from causes listed under Sub-Clause 8.4 [Extension of Time for Completion] shall be paid by the Kakuma Municipal Board, without generating, however, any other additional payment benefit to the Contractor.

8.7 Delay Damages

8.7.1 If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to notice under Sub-Clause 2.5 [Kakuma Municipal Board's Claims] pay delay damages to the Kakuma Municipal Board for this default. These delay damages shall be the sum stated in the **Special Conditions of Contract**, which shall be paid for everyday which shall elapse between the relevant Time for Completion and the date stated in the taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Special Conditions of Contract.

8.7.2 These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Kakuma Municipal Board] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

8.8 Suspension of Work

8.8.1 The Architect may at anytime instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works a gainst any deterioration, loss or damage.

8.8.2 The Architect may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10 and 8.11 shall not apply.

8.9 Consequences of Suspension

8.9.1 If the Contractor suffers delay and/or incurs Cost from complying with the Architect instructions under Sub-Clause 8.8 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) Payment of any such Cost, which shall be included in the Contract Price.

8.9.2 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause3.5 [Determinations] to agree or determine these matters.

8.9.3 The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.8 [Suspension of Work].

8.10 Payment for Plant and Materials in Event of Suspension

The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/ or Materials which have not been delivered to Site, if:

a) The work on Plant or delivery of Plant and/ or Materials has been suspended for more than 30 days, and

b) the Contractor has marked the Plant and/or Materials as the Kakuma Municipal Board's property in accordance with the Architect instructions.

8.11 ProlongedSuspension

If the suspension under Sub-Clause 8.8 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Architect permission to proceed. If the Architect does not give permission within 30 days after being requested to do so, the Contractor may, by giving notice to the Engineer, treat the suspension as an omission under Clause 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [Termination by Contractor].

8.12 Resumption of Work

After the permission or instruction to proceed is given, the Contractor and the Architect shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receivingf rom the Architec tan instruction to this effect under Clause 13 [Variations and Adjustments].

9. TESTS ON COMPLETION

9.1 Contractor's Obligations

9.1.1 The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with sub-paragraph (d) of Sub-Clause 4.1 [Contractor's General Obligations].

9.1.2 The Contractor shall give to the Architect not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the Architect shall instruct.

9.1.3 In considering the results of the Tests on Completion, the Architect shall make allowances for the effect of any use of the Works by the Kakuma Municipal Board on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the resultsof these Tests to the Engineer.

9.2 Delayed Tests

9.2.1 If the Tests on Completion are being unduly delayed by the Kakuma Municipal Board, Sub-Clause 7.4 [Testing] (fifth paragraph) and/ or Sub-Clause 10.3 [Interference with Tests on Completion] shall be applicable.

9.2.2 If the Tests on Completion are being unduly delayed by the Contractor, the Architect may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Testson such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer.

9.2.3 If the Contractor fails to carryout the Tests on Completion within the period of 21 days, the Kakuma Municipal Board's Personnel may proceed with the Test sat the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted asaccurate.

9.3 Retesting of related works

If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall apply, and the Architect or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.

9.4 Failure to Pass Tests on Completion

9.4.1 If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Architect shall be entitled to:

a) Order further repetition of Tests on Completion under Sub-Clause 9.3; or

b) if the failure deprives the Kakuma Municipal Board of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Kakuma Municipal Board shall have the same remedies as are provided in sub-paragraph (c) of Sub-Clause1 1.4 [Failure to Remedy Defects].

10. KAKUMA MUNICIPAL BOARD'S TAKING OVER

10.1 Taking Over of the Works and Sections

10.1.1 Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Kakuma Municipal Board when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.

10.1.2 The Contractor may apply by notice to the Architect for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contract or may similarly apply for a Taking-Over Certificate for each Section.

10.1.3 The Architect shall, within 30 days after receiving the Contractor's application:

a) Issue the Taking-Over Certificate to the Contract or, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor out standing work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or

b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice undert his Sub-Clause.

10.1.4 If the Architect fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 30 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on thel ast day of that period.

10.2 Taking Over of Parts of the Works

10.2.1 The Architect may, at the sole discretion of the Kakuma Municipal Board, issue a Taking-Over Certificate for any part of the Permanent Works.

10.2.2 The Kakuma Municipal Board shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Architect has issued a Taking-Over Certificate for this part. However, if the Kakuma Municipal Board does use any part of the Works before the Taking-Over Certificate is issued:

a) The part which is used shall be deemed to have been taken over as from the date on which it is used,

b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Kakuma Municipal Board, and

c) if requested by the Contractor, the Architect shall issue a Taking-Over Certificate for this part.

10.2.3 After the Architect has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period.

10.2.4 If the Contractor incurs Cost as a result of the Kakuma Municipal Board taking over and/or using a part of the Works, other than such use as is specified in the Contractor agreed by the Contractor, the Contractor shall (i) give notice to the Architect and (ii) be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to payment of any such accrued costs, which shall be included in the Contract Price. After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this accrued cost.

10.2.5 If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages there after for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of

delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the daily rate of delay damages under Sub-Clause 8.7 [Delay Damages] and shall not affect the maximum amount of these damages.

10.3 Interference with Tests on Completion

10.3.1 If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Kakuma Municipal Board is responsible, the Kakuma Municipal Board shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.

10.3.2 The Architect shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Architect shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract.

10.3.3 If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) payment of any such accrued costs, which shall be included in the Contract Price.

10.3.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

10.4 Surfaces Requiring Reinstatement

Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.

11. DEFECTS LIABILITY

11.1 Completion of Outstanding Work and Remedying Defects

11.1.1 In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fairwear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable there after, the Contractor shall:

a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and

b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Kakuma Municipal Board on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be).

11.1.2 If a defect appears or damage occurs, the Contractor shall be notified accordingly by the Engineer.

11.2 Cost of Remedying Defects

11.2.1 All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:

a) Any design for which the Contractor is responsible,

b) Plant, Materials or workmanship not being in accordance with the Contract, or

c) Failure by the Contractor to comply with any other obligation.

11.2.2 If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Kakuma Municipal Board, and Sub-Clause 13.3 [Variation Procedure] shall apply.

11.3 Extension of Defects Notification Period

11.3.1 The Kakuma Municipal Board shall be entitled subject to Sub-Clause 2.5 [Kakuma Municipal Board's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.

11.3.2 If delivery and/ or erection of Plant and/ or Materials was suspended under Sub-Clause 8.8 [Suspension of Work] or Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not appl yto any defectsor damage occurring more than two years after the Defects Notification Period for the Plant and/ or Materials would otherwise have expired.

11.4 Failure to Remedy Defects

11.4.1 If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by the Engineer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date.

11.4.2 If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2[Costo f Remedying Defects], the Kakuma Municipal Board may (at his option):

(a) Carry out the work itself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Kakuma Municipal Board's Claims] pay to the Kakuma Municipal Board the costs reasonably incurred by the Kakuma Municipal Board in remedying the defect or damage;

(b) Requirethe Architect to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations]; or

(c) if the defect or damage deprives the Kakuma Municipal Board of substantially the whole benefit of the Works or any major part of the Works, terminate the Contractas a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contractor otherwise, the Kakuma Municipal Board shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.

11.5 Removal of Defective Work

If the defector damage cannot be remedied expeditiously on the Site and the Kakuma Municipal Board gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.

11.6 Further Tests

11.6.1 If the work of remedying of any defector damage may affect the performance of the Works, the Architect may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 14 days after the defect or damage is remedied.

11.6.2 These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 11.2 [Cost of Remedying Defects], for the cost of the remedial work.

11.7 Right of Access

Unti lthe Completion Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Kakuma Municipal Board's reasonable security restrictions.

11.8 Contractor to Search

The Contractor shall, if required by the Engineer, search for the cause of any defecton parts of the works that have already accepted, under the direction of the Engineer. Unless the defect is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Cost of the search plus profit shall be agreed or determined by the Architect in accordance with Sub-Clause 3.5 [Determinations] and shall be included in the Contract Price.

11.9 Completion

11.9.1 Performance of the Contractor's obligations shall not be considered to have been completed until the Architect has issued the Completion Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract.

11.9.2 The Architect shall issue the Completion Certificate within 30days after the latest of the expiry dates of the Defects Liability Period, or as soon there after as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Completionn Certificate shall be issued to the Kakuma Municipal Board.

11.9.3 Only the Completion Certificate shall be deemed to constitute acceptance of the Works.

11.10 Unfulfilled Obligations

After the Completion Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.

11.11 Clearance of Site

11.11.1 Upon receiving the Completion Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.

11.11.2 If all these items have not been removed within 30 days after receipt by the Contractor of the Completion Certificate, the Kakuma Municipal Board may sell or otherwise dispose of any remaining items. The Kakuma Municipal Board shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

11.11.3 Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Kakuma Municipal Board's costs, the Contractor shall pay the outstanding balance to the Kakuma Municipal Board.

12 MEASUREMENT AN DEVALUATION

12.1 Works to be Measured

12.1.1 The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractorshall show in each application under Sub-Clauses 14.3 [Application for Interim Payment Certificates], 14.10 [Statement on Completion] and 14.11 [Application for Final Payment Certificate] the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract.

12.1.2 Whenever the Architect requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:

a) promptly either attend or send another qualified representative to assist the Architect in making the measurement, and
b) supply any particulars requested by the Engineer.

12.1.3 If the Contractor fails to attend or send a representative, the measurement made by the Architect shall be accepted as accurate.

12.1.4 Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agreet her ecords with the Engineer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.

12.1.5 If the Contractor examines and disagrees the records, and/ or does not sign them as agreed, then the Contractor shall give notice to the Architect of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Architect shall review the records and either confirm or vary them and certify the paymentofthe undisputed part. If the Contractor does not so give notice to the Architect within 14 days after being requested to examine the records, they shall be accepted as accurate.

12.2 Method of Measurement

Except as otherwise stated in the Contract:

a) Measurement shall be made of the net actual quantity of each item of the Permanent Works, and

b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.

12.3 Evaluation

12.3.1 Except as otherwise stated in the Contract, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of workd one by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriate rate or price for the item.

12.3.2 For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contractor, if there is no such item, specified for similar work.

12.3.3 Any item of work included in the Bill of Quantities for which no rate or price was specified shall be considered as included in other rates and prices in the Bill of Quantities and will not be paid for separately.

12.3.4 However, for a new item of work, a new rate or price shall be appropriate for such item of work if:

a) The work is instructed under Clause13 [Variations and Adjustments],

b) no rate or price is specified in the Contract for this item, and

c) no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract.

12.3.5 Each new rate or price shall be derived from any relevant rates or prices in the Contract. If no rates or prices are relevant for the new item of work, it shall be derived from the reasonable Cost of executing such work, prevailing market rates, together with profit, taking account of any other relevant matters.

12.3.6 Until such time as an appropriate rate or price is agreed or determined, the Architect shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences.

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

12.4 Omissions

Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:

a) The Contractor will incur (or has incurred) cost which, if the work had not been omitted, wouldhavebeen deemed to be covered by a sum forming part of the Accepted Contract Amount;

b) The omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and

c) this cost is not deemed to be included in the evaluation of any substituted work; then the Contractor shall give notice to the Architect accordingly, with supporting particulars. Upon receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this cost, which shall be included in the Contract Price.

13. VARIATIONS AND ADJUSTMENTS

13.1 Right to Vary

13.1.1 Variations may be initiated by the Architect at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal. No Variation instructed by the Architect under this Clause shall in any way vitiate or in validate the Contract.

13.1.2 The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Architect stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this notice, the Architect shall cancel, confirm or vary the instruction.

13.1.3 Each Variation may include:

a) changes to the quantities of any item of work included in the Contract (however, such changes do not

necessarily constitute a Variation),

b) changes to the quality and otherc haracteristics of any item of work,

c) changes to the levels, positions and/ or dimensions of any part of the Works,

d) omission of any work unless it is to be carried out by others,

e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or

f) changes to the sequence or timing of the execution of the Works.

13.1.4 The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Architect instructs after obtaining approval of the Kakuma Municipal Board.

13.2. Variation Order Procedure

13.2.1 Priortoany Variation Order under Sub-Clause 13.1.4 the Architect shall notify the Contractor of the nature and form of such variation. As soon as possible after having received such notice, the Contractor shall submit to the Engineer:

a) A description of work, if any, to be performed and a programme for its execution, and

b) the Contractor's proposals for any necessary modifications to the Programme according to Sub-Clause 8.3 or to any of the Contractor's obligations under the Contract, and

c) the Contractor's proposals for adjustment to the Contract Price.

Following the receipt of the Contractor's submission the Architect shall, after due consultation with the Employer and the Contractor, decide as soon as possible whether or not the variation shall be carried out. If the Architect decides that the variation shall be carried out, he shall issue a Variation Order clearly identified as such in accordance with the Contractor's submission or as modified by agreement.

If the Architect and the Contractor are unable to agree the adjustment of the Contract Price, the provisions of Sub-Clause 13.2.2 shall apply.

13.2.2 Disagreement on Adjustment of the Contract Price

If the Contractor and the Architecture unable to agree on the adjustment of the Contract Price, the adjustment shall be determined in accordance with the rates specified in the Bills of Quantities or Schedule of Daywork Prices. If the rates contained in the Bills of Quantities or Dayworks Prices are not directly applicable to the specific work in question, suitable rates shall be established by the Architect reflecting the level of pricing in the Dayworks Prices. Where rates are not contained in the said Prices, the amount shall be such as is in all the circumstances reasonable, reflecting a market price. Due account shall be taken of any over-or under- recovery of overheads by the Contractor in consequence of the variation. The Contractor shall also be entitled to be paid:

a) The cost of any partial execution of the Work srendered useless by any such variation,

b) Thecostof making necessary alterations to Plant already manufactured or in the course of manufacture or of any work done that has to be altered in consequence of such a variation,

c) any additional costs incurred by the Contractor by the disruption of the progress of the Works as detailed in the Programme, and

d) the net effect of the Contractor's financec osts, including interest, caused by the variation.

The Architect shall on this basis determine the rates or prices to enable on-account payment to be included in certificates of payment.

13.2.3 Contractor to Proceed

On receipt of a Variation Order, the Contractor shall forth with proceed to carry out the variation and be bound to these Conditions in so doing as if such variation was stated in the Contract. The work shall not be delayed pending the granting of an extension of the Time for Completion or an adjustment to the Contract Price under Sub-Clause31.3.

13.3 Value Engineering

13.3.1 TheContractor may, at anytime, submit to the Architect written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Kakuma Municipal Board of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Kakuma Municipal Board of the completed Works, or
(iv) otherwise be of benefit to the Kakuma Municipal Board.

13.3.2 The proposal shall be prepared at the cost of the Contractor and shall include the items listed in Sub-Clause 13.3 [Variation Procedure].

13.2.3 If a proposal, which is approved by the Engineer, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:

a) The Contractor shall design this part,

b) sub-paragraphs (a) to (d) of Sub-Clause 4.1 [Contractor's General Obligations] shall apply, and

c) if this change results in a reduction in the contract value of this part, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine a fee, which shall be included in the Contract Price. This fee shall behalf (50%) of the difference between the following amounts:

i) such reduction in contract value, resulting from the change, excluding adjustments under Sub-Clause 13.8 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost], and

ii) the reduction (if any) in the value to the Kakuma Municipal Board of the varied works, taking account of any improvement in quality, anticipated life or operational efficiencies.

13.3.4 However, if the amount established in item 13.2.3 (c) (i) is less than amount established in item 13.2.3 (c (ii), there shall not be a fee. However, if the if the amount established in item 13.2.3 (c) (i) is more than amount established in item 13.2.3 (c (ii), it shall result in a price variation to the Kakuma Municipal Board.

13.4 Variation Procedure for Value Engineering proposal

13.4.1 If the Architect requests a proposal, prior to instructing a Variation, the Contractor shall respond in writinga s soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:

a) A description of the proposed work to be performed and a programme for its execution,

b) the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 8.3 [Programme] and to the Time for Completion, and

c) the Contractor's proposal for evaluation of the Variation.

13.4.2 The Architect shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Project Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst a waiting a response.

13.4.3 Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Architect to the Contractor, who shall acknowledge receipt.

13.4.4 Each Variation shall be evaluated in accordance with Clause 12 [Measurement and Evaluation], unless the Architect instructs or approves otherwise in accordance with this Clause.

13.5 Paymentin Applicable Currencies

If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.

13.6 Provisional Sums

13.6.1 Each Provisional Sum shall only be used, in whole or inpart, in accordance with the Architect instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include onlysuch amounts, for the work, supplies or services to which the Provisional Sum relates, as the Architect shall have instructed. For each Provisional Sum, the Architect May instruct:

a) Work to be executed (including Plant, Materialso r services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [Variation Procedure]; and/or

b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]) or otherwise; and for which there shall be included in the Contract Price:

i) The actual amounts paid (or due to be paid) by the Contractor, and

ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in **the Special Conditions of Contract** shall be applied.

13.6.2 The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

13.7 Dayworks

13.7.1 For work of a minor or incidental nature, the Architect may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply.

13.7.2 Before ordering Goods for the work, the Contractor shall submit quotations to the Engineer. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.

13.7.3 Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall delive reach day to the Architect accurate statements induplicate which shall include the following details of the resources used in executing the previous day's work:

a) The names, occupations and time of Contractor's Personnel,
b) the identification, type and time of Contractor's Equipment and Temporary Works, and
c) the quantities and types of Plant and Materials used.

13.7.4 One copy of each statement will, if correct, or when agreed, be signed by the Architect and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer, prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payment Certificates].

13.8 Adjustments for Changes in Legislation

13.8.1 The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of Kenya (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.

13.8.2 If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) payment of any such Cost, which shall be included in the Contract Price.

13.8.3 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

13.8.4 Not withstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [Adjustments for Changes in Cost].

13.9 Adjustments for Changes in Cost

13.9.1 In this Sub-Clause, “table of adjustment data” means the completed table of adjustment data for local and foreign currencies included in the Schedules. If there is no such table of adjustment data, this Sub-Clause shall not apply.

13.9.2 If this Sub-Clause applies, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labor, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included a mounts to cover the contingency of other rises and falls in costs.

13.9.3 The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be of the following general type:

Price Adjustment Formula

Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC.** If so provided,

13.9.4 The cost indices or reference prices stated in the table of adjustment data shall be used. If their source is in doubt, itshall be determined by the Engineer. Forth is purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table) for the purposes of clarification of the source; although these dates (and thus these values) may not correspond to the base cost indices.

13.9.5 Incases where the "currency of index" is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the Central Bank of Kenya, of this relevant currency on the above date for which the index is required to be applicable.

13.9.6 Until such time as each current cost index is available, the Architect shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.

13.9.7 If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices there after shall be made using either (i) each index or price applicableo n the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price, whichever is more favorable to the Kakuma Municipal Board.

13.9.8 The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or in applicable, as a result of Variations.

14 CONTRACT PRICE AND PAYMENT

14.1 The Contract Price

14.1.1 Unless otherwise stated in the Special Conditions:

a) The value of the payment certificate shall be agreed or determined under Sub-Clause 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract;

b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation];

c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:

i) of the Works which the Contractor is required to execute, or
ii) for the purposes of Clause12 [Measurement and Evaluation]; and

d) the Contractor shall submit to the Engineer, within 30 days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Architect may take account of the break down when preparing Payment Certificates but shall not be bound by it.

14.1.2 Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts there for, imported by the Contractor for the sole purpose of executing the Contract shall not be exempt from the payment of import duties and taxes upon importation.

14.2 Advance Payment

14.2.1 The Kakuma Municipal Board shall make an advance payment, as an interest-free loan for mobilization and cashflow support, when the Contractor submits a guarantee in accordance with this Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the **Special Conditions of Contract.**

14.2.2 Unless and until the Kakuma Municipal Board receives this guarantee, or if the total advance payment is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.

14.2.3 The Architect shall deliver to the Kakuma Municipal Board and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Kakuma Municipal Board receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the a dvance payment. This guarantee shall be issued by a reputable bank or financial institutions elected by the Contractor and shall be in the form annexed to the Special Conditions or in another form approved by the Kakuma Municipal Board.

14.2.4 The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

14.2.5 Unless stated otherwise in **the Special Conditions of Contract**, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Architect in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates], as follows:

a) Deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and

b) deductions shall be made at the amortization rate stated in the **Special Conditions of Contract** of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

14.2.6 If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Kakuma Municipal Board], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as thec ase may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Kakuma Municipal Board], except for Sub-Clause 14.2.7 [Kakuma Municipal Board's Entitlement to Termination for Convenience], payable by the Contractor to the Kakuma Municipal Board.

14.3 Application for Interim Payment Certificates

14.3.1 The Contractor shall submit a Statement (in number of copies indicated in the **Special Conditions of Contract**) to the Architect after the end of each month, in aform approved by the Engineer, showing in detail

the amounts to which the Contractor considers itself to be entitled, together with supporting documents which shall include there porton the progress during this month in accordance with Sub-Clause4.21 [Progress Reports].

14.3.2 The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:

a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below);

b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost];

c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in **the Special Conditions of Contract** to the total of the above amounts, until the amount so retained by the Kakuma Municipal Board reaches the limit of Retention Money (if any) stated **in the Special Conditions of Contract**;

d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with Sub-Clause 14.2 [Advance Payment];

e) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5 [Plant and Materials intended for the Works];

f) any other additions or deductions which may have become due under the Contractor otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and

g) the deduction of amounts certified in all previous Payment Certificates.

14.4 Schedule of Payments

14.4.1 I fthe Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule:

a) The instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates];

b) Sub-Clause 14.5 [Plant and Materials intended for the Works] shall not apply; and

c) If these instalments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less or more than that on which this schedule of payments was based, then the Architect may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine revised instalments, which shall take account of the extent to which progress is less or more than that on which the instalments were previously based.

14.4.2 If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.

14.5 Plant and Materials intended for the Works

14.5.1 If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3, (i) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates].

14.5.2 If the lists referred to in sub-paragraphs (b)(i) or (c)(i) below are not included in the Schedules, this Sub-Clause shall not apply.

14.5.3 The Architect shall determine and certify each addition if the following conditions a resatisfied:

a) The Contractor has:

i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and

(ii) submitted statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence;

and either:

b) the relevant Plant and Materials:
   i) are those listed in the Schedules for payment when shipped,
   ii) have been shipped to Kenya, enroute to the Site, in accordance with the Contract; and
   iii) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Architect together with evidence of payment of freight and insurance, any other documents reasonably required, and a bank guarantee in a form and issued by an entity approved by the Kakuma Municipal Board in amounts and currencies equal to the amount due under this Sub-Clause: this guarantee may be in a similar form to the form referred to in Sub-Clause14.2 [Advance Payment] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration; or

c) the relevant Plant and Materials:
   i) are those listed in the Schedules for payment when delivered to the Site, and
   ii) have been delivered to and are properly stored on the Site, are protected against loss, damage or deterioration and appear to be in accordance with the Contract.

14.5.4 The additional amount to be certified shall be the equivalent of eighty percent (80%) of the Architect determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials.

14.5.5 The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.

14.6 Issue of Interim Payment Certificates

14.6.1 No amount will be certified or paid until the Kakuma Municipal Board has received and approved the Performance Security. Thereafter, the Architect shall, within 30 days after receiving a Statement and supporting documents, deliver to the Kakuma Municipal Board and to the Contractor an Interim Payment Certificate which shall state the amount which the Architect fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Architect on the Statemen tif any.

14.6.2 However, prior to issuing the Taking-Over Certificate for the Works, the Architect shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated **in the Special Conditions of Contract**. In this event, the Architect shall give notice to the Contractor accordingly.

14.6.3 An Interim Payment Certificate shall not be withheld for any other reason, although:
a) if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or
b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer, the value of this work or obligation may be withheld until the work or obligation has been performed.

4.6.4 The Architect may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Architect acceptance, approval, consent or satisfaction.

14.7 Payment

14.7.1 The Kakuma Municipal Board shall pay to the Contractor:
a) The advance payment shall be paid within 60 days after signing of the contract by both parties or within 60 days after receiving the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub- Clause 14.2 [Advance Payment], which ever is later;
b) The amount certified in each Interim Payment Certificate within 60 days after the Architect Issues Interim Payment Certificate; and
c) the amount certified in the Final Payment Certificate within 60 days after the Kakuma Municipal Board Issues Interim Payment Certificate; or after determination of any disputed amount shown in the Final

Statement in accordance with Sub-Clause 16.2 [Terminationby Contractor].

14.7.2 Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (forth is currency) specified in the Contract.

14.8 Delayed Payment

14.8.1 If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shall be entitled to receive financing charges (simple interest) monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [Payment], irrespective (in the case of its sub-paragraph (b) of the date on which any Interim Payment Certificate isissued.

14.8.2 These financing charges shall be calculated at the annual rate of three percentage points above the mean rate of the Central Bank in Kenya of the currency of payment, or if not available, the inter bank offered rate, and shall be paid in such currency.

14.8.3 The Contractor shall be entitled to this payment without formal notice and certification, and without prejudice to any other right or remedy.

14.9 Payment of Retention Money

14.9.1 When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Architect for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall behalf (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.

14.9.2 Promptly after the latest of the expiry dates of the Defects Liability Periods, the outstanding balance of the Retention Money shall be certified by the Architect for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall behalf (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.

14.9.3 However, if any work remains to be executed under Clause 11 [Defects Liability], the Architects hall be entitled to withhold certification of the estimated cost of this work until it has been executed.

14.9.4 When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause13.8 [Adjustments for Changes in Cost].

14.9.5 Unless otherwise stated in the Special Conditions, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a Retention Money Security guarantee, in the form annexed to the Special Conditions or in another form approved by the Kakuma Municipal Board and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money.

14.9.6 The Kakuma Municipal Board shall return the Retention Money Security guarantee to the Contractor within 14 days after receiving a copy of the Completion Certificate.

14.10 Statement at Completion

14.10.1 Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Architect three copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 14.3 [Application for Interim Payment Certificates], showing:

a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works,
b) any further sums which the Contractor considers to be due, and
c) an estimate of any other amounts which the Contractor considers will become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion.

14.10.2 The Architect shall then certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates].

14.11 Application for Final Payment Certificate

14.11.1 Within 60 days after receiving the Completion Certificate, the Contractor shall submit, to the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:

a) The value of all work done in accordance with the Contract, and
b) Any further sums which the Contractor considers to be due to him under the Contractor otherwise.

14.11.2 If the Architect disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Architect may reasonably require within 30 days from receipt of said draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Architect the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".

14.11.3 However, if, following discussions between the Architect and the Contractor and any changes to the draft final statement which are agreed, it be comes evident that a dispute exists, the Architect shall deliver to the Kakuma Municipal Board (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 20.4 [Obtaining Dispute Board's Decision] or Sub-Clause 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Kakuma Municipal Board (with a copy to the Engineer) a Final Statement.

14.12 Discharge

When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the out standing balance of this total, in which event the discharge shall be effective on such date.

14.13 Issue of Final Payment Certificate

14.13.1 Within 30days after receiving the Final Statement and discharge in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Architect shall deliver, to the Kakuma Municipal Board and to the Contractor, the Final Payment Certificate which shall state:

a) The amount which he fairly determines is finally due, and
b) After giving credit to the Kakuma Municipal Board for all amounts previously paid by the Kakuma Municipal Board and for all sums to which the Kakuma Municipal Board is entitled, the balance (if any) due from the Kakuma Municipal Board to the Contractor or from the Contractor to the Kakuma Municipal Board, as the case may be.

14.13.2 If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Architect shall request theContractor to do so. If the Contractor fails to submit an application within a period of 30 days, the Architect shall issue the Final Payment Certificate for such amount as he fairly determines to be due.

14.14 Cessation of Kakuma Municipal Board's Liability

14.14.1 The Kakuma Municipal Board shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:

a) in the Final Statement and also,
b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 14.10 [Statement at Completion].

14.14.2 However, this Sub-Clause shall not limit the Kakuma Municipal Board's liability under his in demnification obligations, or the Kakuma Municipal Board's liability in any case of fraud, deliberate default or reckless

misconduct by the Kakuma Municipal Board.

14.15 Currencies of Payment

The Contract Price shall be paid in the currency or currencies named in the Schedule of Payment Currencies. If more than one currency is so named, payments shall be made as follows:

a) If the Accepted Contract Amount was expressed in Local Currency only:
   i) the proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Schedule of Payment Currencies, except as otherwise agreed by both Parties;
   ii) payments and deductions under Sub-Clause 13.5 [Provisional Sums] and Sub-Clause 13.7 [Adjustments for Changes in Legislation] shall be made in the applicable currencies and proportions; and
   iii) otherpaymentsanddeductions under sub-paragraphs (a) to (d) of Sub-Clause 14.3 [Application for Interim Payment Certificates] shall be made in the currencies and proportions specified in sub-paragraph (a) (i) above;
b) payment of the damages specified in the Special Conditions of Contract, shall be made in the currencies and proportions specified in the Schedule of Payment Currencies;
c) other payments to the Kakuma Municipal Board by the Contractor shall be made in the currency in which the sum was expended by the Kakuma Municipal Board, or in such currency as may be agreed by both Parties;
d) if any amount payable by the Contractor to the Kakuma Municipal Board in a particular currency exceeds the sum payable by the Kakuma Municipal Board to the Contractor in that currency, the Kakuma Municipal Board may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and
e) if no rates of exchange are stated in the Schedule of Payment Currencies, they shall be those prevailing on the Base Date and determined by the Central Bank of Kenya.

15. TERMINATION BY KAKUMA MUNICIPAL BOARD

15.1 Notice to correct any defects or failures

If the Contractor fails to carry out any obligation under the Contract, the Architect may by notice require the Contractor to make good the failure and to remedy it within 30 days.

15.2 Termination by Kakuma Municipal Board

15.2.1 The Kakuma Municipal Board shall be entitled to terminate the Contract if the Contractor breaches the contract based on following circumstances which shall include but not limited to:

a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct],
b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
c) without reasonable excuse fails:
   i) to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or
   ii) to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause 7.6 [Remedial Work], within 30 days after receiving it,
d) subcontracts the major part or whole of the Works or assigns the Contract without the consent of the Kakuma Municipal Board,
e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of theseacts or events, or
f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an induce mentor reward:
i) for doing or for bearing to do any action in relation to the Contract, or
ii) for showing or for bearing to show favor or disfavor to any person in relation to the Contract, or
iii) if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or

indirectly) to any person any such induce mentor reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination, or

g) If the contract or repeatedly fails to remedy delivers defective work,

h) based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Appendix B to these General Conditions, incompeting for or in executing the Contract.

15.2.2 In any of these events or circumstances, the Kakuma Municipal Board may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (e) or (f) or (g) or (h), the Kakuma Municipal Board may by notice terminate the Contract immediately.

15.2.3 The Kakuma Municipal Board's election to terminate the Contract shall not prejudice any other rights of the Kakuma Municipal Board, under the Contractor otherwise.

15.2.4 The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Engineer. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.

15.2.5 After termination, the Kakuma Municipal Board may complete the Works and/ or arrange for any other entities to do so. The Kakuma Municipal Board and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.

15.2.6 The Kakuma Municipal Board shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Kakuma Municipal Board, these items may be sold by the Kakuma Municipal Board in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

15.3 Valuation at Date of Termination

Assoon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Kakuma Municipal Board] has taken effect, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

15.4 Payment after Termination

After a notice of termination under Sub-Clause 15.2 [Termination by Kakuma Municipal Board] has taken effect, the Kakuma Municipal Board may:

a) Proceed in accordance with Sub-Clause 2.5 [Procurin Entity's Claims],

b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Kakuma Municipal Board, have been established, and/ or

c) recover from the Contractor any losses and damages incurred by the Kakuma Municipal Board and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Kakuma Municipal Board shall pay any balance to the Contractor.

15.5 Kakuma Municipal Board's Entitlement to Termination for Convenience

The Kakuma Municipal Board shall be entitled to terminate the Contract, at any time at the Kakuma Municipal Board's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 30 days after the later of the dates on which the Contractor receives this notice or the Kakuma Municipal Board returns the Performance Security. The Kakuma Municipal Board shall not terminate the Contract under this Sub-Clausein order to execute the Works itself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor]. After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on Termination].

15.6 Fraud and Corruption

The Contractor shall ensure compliance with the Kenya Government's Anti-Corruption Laws and its prevailing sanctions.

15.7 Corrupt gifts and payments of commission

15.7.1 The Contractor shall not;

a) Offer or give or agree to give to any person in the service of the Kakuma Municipal Board any gift or consideration of any kind as an inducement or reward for doing or for bearing to door for having done or for borne to do any act in relation to the obtaining or execution of this or any other Contract for the Kakuma Municipal Board or for showing or for bearing to show favor or disfavor to any person in relation to this or any other contract for the Kakuma Municipal Board.

b) Enter into this or any other contract with the Kakuma Municipal Board in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment there of have been disclosed in writing to the Kakuma Municipal Board.

15.7.2 Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement and Asset Disposal Act (2015) and the Anti-Corruption and Economic Crimes Act (2003) of the Laws of Kenya.

16. SUSPENSION AND TERMINATION BY CONTRACTOR

16.1 Contractor's Entitlement to Suspend Work

16.1.1 If the Architect fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or Sub-Clause 14.7 [Payment],or not receiving instructions that would enable the contractor to proceed with the works in accordance with the program, the Contractor may, after giving not less than 30 days' notice to the Kakuma Municipal Board, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may bea nd as described in the notice.

16.1.2 The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [Delayed Payment] and to termination under Sub-Clause 16.2 [Terminationby Contractor].

16.1.3 If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.

16.1.4 If the Contractor suffers delay and/ori ncurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

16.2 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

16.3 Termination by Contractor

16.3.1 The Contractor shall be entitled to terminate the Contract if:

a) the Architect fails, within 60 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate,
b) the Contractor does not receive the amount due under an Interim Payment Certificate within 90 days after the expiry of the time stated in Sub-Clause1 4.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Kakuma Municipal Board's Claims]),
c) the Kakuma Municipal Board substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,

d) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or

e) the Kakuma Municipal Board becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

f) the Contractor does not receive the Architect instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].

16.3.2 In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Kakuma Municipal Board, terminate the Contract. However, in the case of sub-paragraph (f) or (g), the Contractor may by notice terminate the Contract immediately.

16.3.3 The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contractor otherwise.

16.4 Cessation of Work and Removal of Contractor's Equipment

After a notice of termination under Sub-Clause 15.5 [Kakuma Municipal Board's Entitlement to Termination for Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:

a) cease all further work, except for such work as may have been instructed by the Architect for the protection of life or property or for the safety of the Works,

b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and

c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

16.5 PaymentonTermination

After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Kakuma Municipal Board shall promptly:

a) Return the Performance Security to the Contractor,

b) pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release], and

c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

17. RISK AND RESPONSIBILITY

17.1 Indemnities

17.1.1 The Contractor shall indemnify and hold harmless the Kakuma Municipal Board, the Kakuma Municipal Board's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

a) Bodily injury, sickness, disease or death, of any person what so ever arising outo for in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, willful actor breach of the Contract by the Kakuma Municipal Board, the Kakuma Municipal Board's Personnel, or any of their respective agents, and

b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Kakuma Municipal Board, the Kakuma Municipal Board's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

17.1.2 The Kakuma Municipal Board shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Kakuma Municipal Board, the Kakuma Municipal Board's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded

from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property], unless and to the extent that any such damage or loss is attributable to any negligence, willful actor breach of the Contract by the contractor, the contractor's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

17.2 Contractor's Care of the Works

17.2.1 The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Kakuma Municipal Board. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Kakuma Municipal Board.

17.2.2 After responsibility has accordingly passed to the Kakuma Municipal Board, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.

17.2.3 If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractorisresponsiblefor their care, from any cause not listed in Sub-Clause 17.3 [Kakuma Municipal Board's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.

17.2.4 The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.

17.3 Kakuma Municipal Board's Risks

The risks referred to in Sub-Clause 17.4 [Consequences of Kakuma Municipal Board's Risks] below, in so far as they directly affect the execution of the Works in Kenya, are:

a) War hostilities (whether war be declared or not),
b) rebellion, riot, commotion or disorder, terrorism, sabotage by persons other than the Contractor's Personnel,
c) explosive materials, ionizing gradiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such explosives, radiation or radio-activity,
d) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds,
e) use or occupation by the Kakuma Municipal Board of any part of the Permanent Works, except as may be specified in the Contract,
f) design of any part of the Works by the Kakuma Municipal Board's Personnel or by others for whom the Kakuma Municipal Board is responsible, and
g) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions.

17.4 Consequences of Kakuma Municipal Board's Risks

17.4.1 If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Architect and shall rectify this loss or damage to the extent required by the Engineer.

17.4.2 If the Contractor suffers delay and/ or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

(a) An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of TimeforCompletion], and
(b) paymentofany such Cost, which shall be included in the Contract Price. In the case of sub-paragraphs (e)and (g) of Sub-Clause 17.3 [Kakuma Municipal Board's Risks], Accrued Costs shall be payable.

17.4.3 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

17.5 Intellectual and Industrial Property Rights

17.5.1 In this Sub-Clause, "infringement" shall refer to an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" shall refer to a claim (or proceedings pursuing a claim) alleging an infringement.

17.5.2 Whenever a Party does not give notice to the other Party of any claim within 30 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.

17.5.3 The Kakuma Municipal Board shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:

a) An un avoidable result of the Contractor's compliance with the Contract, or
b) A result of any Works be ingused by the Kakuma Municipal Board:
   i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or
   ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.

17.5.4 The Contractor shall indemnify and hold the Kakuma Municipal Board harmless again stand from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.

17.5.5 IfaPartyisentitledtobeindemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.

17.5.6 For operation and maintenance of any plan to requipment installed, the contractor shall grant a non-exclusive and non-transferable license to the Kakuma Municipal Board under the patent, utility models ,or other intellectual rights owned by the contractor or a third party from whom the contract or has received the rights to grant sub-licenses and shall also grant to the Kakuma Municipal Board a non-exclusive and non-transferable rights (without the rights to sub-license) to use the know how and other technical information disclosed to the contract or under the contract. Nothing contained here-in shall be construed as transferring ownership of any patent, utility model, trademark, design, copy right, know-how or other intellectual rights from the contractor or any other third party to the Kakuma Municipal Board.

17.6 Limitation of Liability

17.6.1 Neither Party shall be liable to the other Party for loss of use of anyW orks, loss of profit, loss of any contractor for any in director consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4(b) [Consequences of Kakuma Municipal Board's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].

17.6.2 The total liability of the Contractor to the Kakuma Municipal Board, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Kakuma Municipal Board's Equipment and Free- Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in **the Special Conditions of Contract**, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount.

17.6.3 This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

17.7 Use of Kakuma Municipal Board's Accommodation/Facilities

17.7.1 The Contractor shall take full responsibility for the care of the Kakuma Municipal Board provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).

17.7.2 If any loss or damage happens to any of the above items while the Contractor is responsible for their care

arising from any cause whatsoever other than those for which the Kakuma Municipal Board is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.

18 INSURANCE

18.1 General Requirements for Insurances

18.1.1 In this Clause, "insuring Party" means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.

18.1.2 Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Kakuma Municipal Board. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

18.1.3 Wherever the Kakuma Municipal Board is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

18.1.4 If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Kakuma Municipal Board shall act for Kakuma Municipal Board's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.

18.1.5 Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.

18.1.6 The relevant insuring Party shall, within the respective periods stated in **the Special Conditions of Contract** (calculated from the Commencement Date), submit to the other Party:

a) Evidence that the insurances described in this Clause have been affected, and
b) copies of the policies for the insurances described in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property].

18.1.7 When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer.

18.1.8 Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.

18.1.9 Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or at tempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.

18.1.10 If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contractor fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.

18.1.11 Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Kakuma Municipal Board, under the other terms of the Contractor otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Kakuma Municipal Board.

18.1.12 Kakuma Municipal Board in accordance with these obligations, liabilitieso r responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under

this insurance shall be paid by the insuring Party.

18.1.13 Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Kakuma Municipal Board's Claims] or Sub- Clause 20.1 [Contractor's Claims], as applicable.

18.1.14 The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause 18) with insurers from any eligible source country.

18.2 Insurance for Works and Contractor's Equipment

18.2.1 The insuring Party shall insure the Works, Plant, Material sand Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.

18.2.2 The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Clause 11 [Defects Liability]).

18.2.3 The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.

18.2.4 Unless otherwise stated in the Special Conditions, insurances under this Sub-Clause:

a) Shal lbe effected and maintained by the Contractor as insuring Party,

b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage,

c) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Kakuma Municipal Board's Risks],

d) shall also cover, to the extent specifically required in the tendering documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Kakuma Municipal Board of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (c), (g) and (h)of Sub-Clause 17.3 [Kakuma Municipal Board's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated **in the Special Conditions** of Contract (if an amount is not so stated,t his sub-paragraph (d) shall not apply), and

e) may however exclude loss of, damage to, and reinstatement of:

   i) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),

   ii) apart of the Works which is lost or damaged inorder to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,

   iii) apart of the Works which has been taken over by the Kakuma Municipal Board, except to the extent that the Contractor is liable for the loss or damage, and

   iv) Goods while they are not in Kenya, subject to Sub-Clause 14.5 [Plant and Materials intended for the Works].

18.2.5 If, more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Kakuma Municipal Board, with supporting particulars. The Kakuma Municipal Board shall then (i) be entitled subject to Sub-Clause 2.5 [Kakuma Municipal Board's Claims] to payment of an amount equivalent to such commercially reasonable terms asthe Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 18.1 [General Requirements for Insurances].

18.3 Insurance against Injury to Persons and Damage to Property

18.3.1 The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury

which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.

18.3.2 This insurance shall be for a limit per occurrence of not less than the amount stated in **the Special Conditions of Contract**, with no limit on the number of occurrences. If an amount is not stated in the **Special Conditions of Contract**, this Sub-Clause shall not apply.

18.3.3 Unless otherwise stated in the Special Conditions, the insurances specified in this Sub-Clause:

a) Shall be effected and maintained by the Contractor as insuring Party,
b) shall be in the joint names of the Parties,
c) shall be extended to cover liability for all loss and damage to the Kakuma Municipal Board's property (except things insured under Sub-Clause 18.2) arising out of the Contractor's performance of the Contract, and
d) may however exclude liability to the extent that it arises from:
   i) the Kakuma Municipal Board's right to have the Permanent Works executed on, over, under, in or
   ii) through any land, and to occupy this land for the Permanent Works,
   iii) damage which is an unavoidable result of the Contractor's obligations to execute the
   iv) Works and remedy any defects, and
   v) a cause listed in Sub-Clause 17.3 [Kakuma Municipal Board's Risks], except to the extent that cover is available at commercially reasonable terms.

18.4 Insurance for Contractor's Personnel

18.4.1 The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.

18.4.2 The insurance shall cover the Kakuma Municipal Board and the Architect against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractoror any othe rof the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Kakuma Municipal Board or of the Kakuma Municipal Board's Personnel.

18.4.3 The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

19. FORCE MAJEURE

19.1 Definition of Force Majeure

19.1.1 In this Clause, "Force Majeure" means an exceptional event or circumstance:

a) Which is beyond a Party's control,
b) Which such Party could not reasonably have provided against before entering into the Contract,
c) which, having arisen, such Party could not reasonably have avoided or over come, and
d) which is not substantially attributable to the other Party.

19.1.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, s olong as conditions (a) to (d) above are satisfied:

a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
c) riot, commotion, disorder, strike or lock out by persons other than the Contractor's Personnel,
d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as maybeattributabletotheContractor'suseofsuchmunitions, explosives, radiation or radio-activity, and
e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

19.2 Notice of Force Majeure

19.2.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force

Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

19.2.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

19.2.3 Not withstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

19.3 Duty to Minimize Delay

Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

19.4 Consequences of Force Majeure

19.4.1 If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/ or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 19.1 [Definition of Force Majeure] and, in sub-paragraphs (ii) to (iv), occurs in Kenya, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause18.2 [Insurance for Works and Contractor's Equipment].

19.4.2 After receiving this notice, the Architect shall proceed in a ccordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

19.5 Force Majeure Affecting Subcontractor

If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

19.6 Optional Termination, Payment and Release

19.6.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment].

19.6.2 Upon such termination, the Architect shall determine the value of the work done and issue a Payment Certificate which shall include:

a) theamountspayableforanyworkcarriedoutforwhichapriceisstatedintheContract;

b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Kakuma Municipal Board when paid for by the Kakuma Municipal Board, and the Contractor shall place the same at the Kakuma Municipal Board'sdisposal;

c) other Cost or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;

d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and

e) the Cost of repatriation of the Contractor's staff and lab or employed wholly in connection with the Works at the date of termination.

19.7 Release from Performance

Not withstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Partyofsucheventorcircumstance:

a) The Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and

b) The sum payable by the Kakuma Municipal Board to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.

20. SETTLEMENT OF CLAIMS AND DISPUTES

20.1 Contractor's Claims

20.1.1 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 Engineer, 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.

20.1.2 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 Kakuma Municipal Board shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

20.1.3 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.

20.1.4 TheContractorshallkeepsuch contemporary records as may be necessary to substantiate any claim, either on the Site or at an other location acceptable to the Engineer. Without admitting the Kakuma Municipal Board's liability, the Architect 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 Architect to inspect all these records and shall (if instructed) submit copies to the Engineer.

20.1.5 Within 42days 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 Engineer, the Contractor shall send to the Architect 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 Architect may reasonably require; and

c) The Contractor shall send a final claim within 30 days after the end of the effects resulting from the eventor circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

20.1.6 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 Architect and approved by the Contractor, the Architect 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.

20.1.7 Within the above defined period of 42 days, the Architect shall proceed in accordance with Sub-Clause 3.5 [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.

20.1.8 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.

20.1.9 If the Architect does not respond within the time frame defined in this Clause, either Party may consider that the claim is rejected by the Architect and any of the Parties may refer the dispute for amicable settlement in accordance with Clause 20.3.

20.1.10 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 20.3.

20.2 Kakuma Municipal Board's Claims

20.2.1 If the Kakuma Municipal Board considers itself to be entitled to any payment under any Clause of these Conditionsor otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Kakuma Municipal Board or the Architect shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Kakuma Municipal Board's Equipment and Free-Issue Materials], or for other services requested by the Contractor.

20.2.2 The notice shall be given as soon as practicable and no longer than 30 days afte rthe Kakuma Municipal Board became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.

20.2.3 The particulars shall specify the Clause or other basis of the claim and shall include substantiation of the amount and/or extension to which the Kakuma Municipal Board considers itself to be entitled in connection with the Contract. The Architect shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the amount (if any) which the Kakuma Municipal Board is entitled to be paid by the Contractor, and/ or (ii) the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 11.3 [Extension of Defects Notification Period].

20.2.4 This amount may be included as a deduction in the Contract Price and Payment Certificates. The Kakuma Municipal Board shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.

20.3 Amicable Settlement

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 20.1 above should move to commence arbitrationa fter 60 days from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

20.4 Matters that may be referred to arbitration

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) Whether or not the issue of an instruction by the Architect is empowered by these Conditions.
b) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
c) Any dispute arising in respect risks arising from matters referred to in Clause 17.3 and Clause 19.
e) 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 Kakuma Municipal Board and the Contractor agree otherwise in writing.

20.5 Arbitration

20.5.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.3 shall be finally settled by arbitration.

20.5.2 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.

20.5.3 Not withstanding 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.

20.5.4 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 a ward any sums which ought to have been the subject of or included in any certificate.

20.5.5 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 require mentor notice had been given.

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

20.5.7 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.

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

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

20.6 Arbitration with National Contractors

20.6.1 If the Contractis with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws ofKenya. 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

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

20.7 Arbitration with Foreign Contractors

20.7.1 Arbitration with foreign contractors shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

20.7.2 The place of arbitration shall be a location specified in the **SCC;** and the arbitration shall be conducted in the language for communications defined in Sub-Clause1.4 [Law and Language].

20.8 Alternative Arbitration Proceedings

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.

20.9 Failureto Comply with Arbitrator's Decision

20.9.1 The award of such Arbitrator shall be final and binding up on the parties.

20.9.2 In the even tthat 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.

20.10 Contract operations to continue

Notwithstanding any reference to arbitration herein,

1.1.1 the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

1.1.2 the Kakuma Municipal Board shall pay the Contractor any monies due the Contractor.

Section IX - Special Conditions of Contract

The following Special Conditions shall supplement the GCC. Whenever there is a conflict, the provisions here in shall prevail over those in the GCC.

Conditions	Sub-Clause	Data
Part A - Contract Data		
Procurement Entity name and address	Heading	*HEAD OF SUPPLY CHAIN MANAGEMENT* *KAKUMA MUNICIPAL BOARD* *P.O. BOX 30-30501* *KAKUMA*
Name and Reference No. of the Contract	Heading and 1.1	*Insert*
Engineers Name and address	Heading and 3.1.1	*Arican Group Ltd* *P.o Box 37281 – 00100* *Nairobi.*
Contractor's Representative's name	4.3.1	*[insert the name of the Contractor's Representative agreed by the Kakuma Municipal Board prior to Contract signature]*
Key Personnel names	16.9.1	*[insert the name of each Key Personnel agreed by the Kakuma Municipal Board prior to Contract signature]*
Time for Completion	1.1.	270 days *If Sections are to be used, refer to Table: Summary of Sections below*
Defects Notification Period	1.1	180 days
Sections	1.1	*If Sections are to be used, refer to Table: Summary of Sections below*
Electronic transmission systems	1.3	
Time for the Parties entering into a Contract Agreement	1.6	Within 30days
Commencement Date	8.1.1	
Time for access to the Site	2.1.1	No later than the Commencement Date, and not later than 14 days after Commencement Date
Architect Duties and Authority	3.1.6 (b) (ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of 15% shall require approval of the Kakuma Municipal Board.
Performance Security	4.2.1	The performance security will be in the form of a *performance bond* in the amount(s) of Five percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
Normal working hours	6.5	8 Hours
Delay damages for the Works	8.7 & 14.15(b)	0.5 % of the Contract Price per day.
Maximum amount of delay damages	8.7.1	5% of the final Contract Price.
Provisional Sums	13.6. (b)(ii)	5%
Adjustments for Changes in Cost	13.9	Period "n" applicable to the adjustment multiplier "Pn": None
Total advance payment	14.2.1	20% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable, on submission of Bank Guarantee of Equivalent amount, acceptable to the Employer

Conditions	Sub-Clause	Data
Repayment amortization rate of advance payment	14.2.5 (b)	20% Deduction from the Interim payment determined by the Engineer. Deductions shall be made at a rate of 20% of the amount of IPC (Excluding the advance payment and deductions for its payments as well as deductions for retention money) in the currencies and proportions of the advance payments until such time as the advance payment shall be completely repaid.
Percentage of Retention	14.3.2 (c)	10% for Interim Payment Certificate
Limit of Retention Money	14.3.2 (c)	5% of the Accepted Contract Amount
Plant and Materials	14.5.3(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment Free on Board
	14.5.3(c)(i)	Plant and Materials for payment when delivered to the Site: **None.**
Minimum Amount of Interim Payment Certificates	14.6.2	10% of the Accepted Contract Amount.
Publishing source of commercial interest rates for financial charges in case of delayed payment	14.8	Specify 3% rate per month of delayed payment.
Maximum total liability of the Contractor to the Kakuma Municipal Board	17.6.2	*[Select one of the two options below as appropriate]* The product of_____*[insert a multiplier less or greater than one]* times the Accepted Contract Amount, *or* _____*[insert amount of the maximum total liability]*
Periods for submission of insurance:	18.1.6	*20days.*
a. evidence of insurance.		14 days
b. relevant policies		28 days
Maximum amount of deductibles for insurance of the Kakuma Municipal Board's risks	18.2.4 (d)	Kshs 200,000
Minimum amount of third-party Insurance	18.3.2	Kshs 2,000,000 per occurance, with unlimited number of occurances.
The place of arbitration	20.7.2	*Insert city and Country*

SECTION X - CONTRACT FORMS

FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD

FORM NO. 2 – REQUEST FOR REVIEW

FORM No. 3-LETTEROF AWARD

FORM No. 4 - CONTRACT AGREEMENT

FORM No. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

FORM No. 6- PERFORMANCE SECURITY [Option 2– Performance Bond]

FORM No. 7 - ADVANCE PAYMENT SECURITY

FORM No. 8 - RETENTION MONEY SECURITY

FORM No 1: NOTIFICATION OF INTENTION TO AWARD OF CONTRACT

This Notification of Award shall be sent to each Tenderer that submitted a Tender and was not successful. 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 Award

   i) Kakuma Municipal Board: *[insert the name of the ProcuringEntity]*

   ii) Project: *[insert name ofproject]*

   iii) Contract title: *[insert the name of thecontract]*

   iv) ITT No: *[insert ITT reference number from ProcurementPlan]*

   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 by submitting a Procurement-related Complaint in relation to the decision to award the contracts.

   a) The successful tenderers

   i) Name of successful Tender _____

   ii) Address of the successful Tender _____

   _____

   iii) Contract price of the successful Tender Kenya Shillings _____

   (in words _____)

   b) The reasons for your tender being unsuccessful are as follows:

   c) OtherTenderers

   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.

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 dead line 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*]
iii) Agency: [*insert name of Kakuma Municipal Board*]
iv) Email address: [*insert email address*]

d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receip tof 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 Kakuma Municipal Board*]
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 a vailable from the Website www.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 Kakuma Municipal Board:

Signature: _____

Name: _____

Title/position: _____

_____

Telephone: _____

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 (Kakuma Municipal Board)

Request for review of the decision of the…… Kakuma Municipal Board 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 order/orders that:

1.

2.

SIGNED ……(Applicant) Dated on…….day of ……/…20……

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on……day of ……....20…….

SIGNED

Board Secretary

FORM NO 3: LETTER OF AWARD

letterhead paper of the Kakuma Municipal Board]

[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 *[amoun tin numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is here by accepted by..... *(name of Kakuma Municipal Board)*.

You are requested to furnish the Performance Security within 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 Kakuma Municipal Board: .....

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 Kakuma Municipal Board desires that the Worksknownas_____should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Worksand the remedying of any defects there in,

The Kakuma Municipal Board 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) theNotification of Award
   b) the Form 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 Kakuma Municipal Board to the Contractor as specified in this Agreement, the Contractor here by covenants with the Kakuma Municipal Board to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Kakuma Municipal Board here by covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects there in, 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.

   INWITNESS where of the parties here to have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year specified above.

   Signeda nd sealed by_____(for the Kakuma Municipal Board)

   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 Kakuma Municipal Board]*

Date: _____*[Insert date of issue]*

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

1. We have been informedthat_____(hereinafter called "the Contractor") has entered into Contract No._____dated_____with (*name of Kakuma Municipal Board*)_____(the Kakuma Municipal Board 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. Atthe request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_____(*in words*),[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand it self or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

4. This guarantee shall expire, no later than the……...Day of……,2. ....[2], and any demand for payment under it must be received by us at the office indicated above on or before that date.

5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year],* inresponse tot he 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.*

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

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

FORM No. 6- PERFORMANCE SECURITY

[Option 2– Performance Bond]

*[**Note:** Procuring Entities a readvised to use Performance Security – Unconditiona lDemand Bank Guarantee in stead of Performance Bond due to difficulties involved in calling Bond holder to action]*

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insertnameandAddressof*ProcuringEntity*]*

Date: _____*[Insert date of issue]*

PERFORMANCE BONDNo.:_____

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 Kakuma Municipal Board") 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 Kakuma Municipal Board dated the _____day of_____,20_____, for_____in accordance with the documents, plans, specifications, and amendments there to, which to the extent here in provided for, are by reference made part here of and are here in after 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 Kakuma Municipal Board to be, in default under the Contract, the Kakuma Municipal Board having performed the Kakuma Municipal Board's obligations there under, the Surety may promptly remedy the default, or shall promptly:

   a) Complete the Contract in accordance with its terms and conditions; or

   b) Obtain a tender or tenders from qualified tenderers for submission to the Kakuma Municipal Board for completing the Contract in accordance with its terms and conditions, and upon determination by the Kakuma Municipal Board and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Kakuma Municipal Board and make a vailable 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 Kakuma Municipal Board to Contractor under the Contract, less the amount properly paid by Kakuma Municipal Board to Contractor; or

   c) Pay the Kakuma Municipal Board the amount required by Kakuma Municipal Board to complete the Contract in accordance with its terms and conditions upto 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 Kakuma Municipal Board named here in or the heirs, executors, administrators, successors, and assigns of the Kakuma Municipal Board.

6. In testimony whereof, the Contractor has here unto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly at tested by the signature of his legal representative, this day _____of_____20_____.

SIGNED ON_____ on behalf of_____

By_____ in the capacity of_____

Inthepresenceof_____

SIGNED ON_____ on behalf of_____

By_____ in the capacity of_____

Inthepresence of_____

FORM NO. 7 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]
[Guarantor letterhead]
Beneficiary:_____*[Insert name and Address of* ProcuringEntity*]*
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, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_____(*in words*_____)[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
   a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
   b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number_____at_____.

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, oronthe_____dayof_____,2_____,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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.*

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[1] *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance paymen tas specified in the Contract.*
[2] *Insert the expected expiration date of the Time for Completion. The Kakuma Municipal Board should note that in the event of a n extension of the time for completion of the Contract, the Kakuma Municipal Board would need to request an extension of this guarantee from the Guaranto r. 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* Kakuma Municipal Board*]*

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 executionof_____*[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 upto the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[*insert the second half of the Retention Money] is to be made against a Retention Money guarantee.

3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*_____ (*[insert amount in words*_____*])*[1] upon receipt by us of the Beneficiary's complying demands upported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifyingthedemand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or showgrounds for your demand or the sum specified there in.

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 ofApplicant's bank]*.

5. This guarantee shall expire no later than the.....Day of.....2.....[2], and any demand for payment under it must be received by us at the office indicated above on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year],* in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

_____

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

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

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

[2] *Insert a date that is twenty-eight days after the expiry of retention period after the actua lcompletion date of the contract. The Kakuma Municipal Board should note that in the event of an extension of this date for completion of the Contract, the Kakuma Municipal Board 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 th e 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

Tender Reference No.:_____[*insert identification no*]

Name of the Tender Title/Description:_____*[insert name of the assignment]* to:

_____*[insert complete name of Kakuma Municipal Board]*

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

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

Details of Beneficial ownership

	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
1.	Full Name		Directly---------- % of shares Indirectly---------- % of shares	Directly…….%of voting rights Indirectly---------- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct…… Indirect……	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No---- 2. Is this influence or control exercised directly or indirectly? Direct…….. Indirect……
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					

	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)**

2.	Full Name		Directly---------- % of shares Indirectly---------- % of shares	Directly…….%of voting rights Indirectly----------% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct…… Indirect……	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No---- 2. Is this influence or control exercised directly or indirectly? Direct…….. Indirect……
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality(ies)					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
3. **e.t .c**						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) 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.

*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