BARINGO COUNTY GOVERNMENT

DEPARTMENT OF LANDS, HOUSING AND URBAN DEVELOPMENT

KABARNET MUNICIPALITY.

Tender Document

KENYA URBAN SUPPORT PROGRAMME (KUSP)

TENDER … BRCG/TNR/LHUD/1284933/2022-2023

TENDER NAME: **- PROPOSED CONSTRUCTION OF NMT SYSTEM- WALKWAYS FROM GRAND HARDWARE BUILDING TO KAPTIMBOR RIVER, FOOTBRIDGE AT KAPTIMBOR RIVER, RENOVATION OF FIRE STATION AND PARTITIONING & VENTILATION WORKS FOR MARKET PHASE 1 STALLS AT KABARNET MUNICIPALITY.**

INSTRUCTION TO TENDERERS

CONDITIONS OF CONTRACT

STANDARD FORMS

BILLS OF QUANTITIES

FINANCIAL YEAR 2022/2023

BARINGO COUNTY GOVERNMENT

P. O. Box 53 - 30400

KABARNET

Tel:053 22115

CLOSING DATE: MONDAY 19TH MAY, 2023 TIME INDICATED IN IFMIS

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PART1 – TENDERINGPROCEDURES

i) SectionI-InstructionstoTenderers(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 Procuring Entity or by a Tenderer.

ii) SectionII-TenderDataSheet (TDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, InstructionstoTenderers.ThissectionshallbecompletedappropriatelybytheProcuringEntityandnotby

A Tenderer.Inanycase,theProcuringEntityshallnotaddanyitemintheTDSnotincludedintheStandard TenderDocument.

iii) SectionIII – EvaluationandQualificationCriteria

This SectionspecifiesthecriteriatodeterminetheLowestEvaluatedTenderthatwouldbeconsideredfor contract award; that is the tenderer that meets the qualification criteria and whose tender has been determinedtobe:

a) Substantiallyresponsivetothebiddingdocument,and
b) Thelowestevaluatedcost.

No other criterion shall be added by the Procuring Entity.Somepartsofthissectionmaybeomittedbythe Procuring Entity (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 Preferencewillbeomitted.TheProcuringEntitywillcompletethepartsoftheCriterion<u>only</u>asguidedand allowedinthissection.Forexample,ifthecriterionprovides"PostqualificationandContractward"and listsanitemthatsays"Otherconditions…….",theEntityshallonlyincludetheconditionsthatareallowed in the StandardTenderDocument.

iv) SectionIV-TenderingForms

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,financialresources,equipment,TenderSecurityandotherstobecompletedand submittedbytheTendereraspartofitsTender.

3. PART2 – PROCUREMENTENTITY'SREQUIREMENTS

ThisSectioncontainstheProcuringEntity'sSchedulesofRequirements,Specifications,Drawings,andsupplementary information that describe the items to be procured. The Requirements shall also include (if so required) the environmental,social,healthandsafetyrequirementstobesatisfiedbytheTendererinexecutingthecontract.

4. PART3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

i) SectionVIII-GeneralConditionsofContract(GCC)

This Section contains the general clauses to be applied in all contracts. This Section contains provisions that are to be used without modification by the Procuring Entity or by a Tenderer.

iii) SectionIX-SpecialConditionsofContract (SCC)

The contents of this Section supplement the General Conditions of Contract and shall be prepared by the Procuring Entity.

iv) SectionX-ContractForms

This Section contains forms which, once completed, will form part of the Contract. The forms, when required, shall only be completed by the successful Tenderer after Contract award.

TENDER DOCUMENTS FOR PROCUREMENT OF WORKS (BUILDING AND ASSOCIATED CIVIL ENGINEERING WORKS)

1) NAME AND CONTACT, ADDRESSES OF PROCURING ENTITY

Name……**BARINGO COUNTY GOVERNMENT…KABARNET MUNICIPALITY**……..…….....

Address……**P.O BOX 53 – 30400 KABARNET .....**Email

cotreasury@baringo.go.ke

address…….....

2) Invitation to Tender (ITT) No.…….…….....

3) Tender Name .....**PROPOSED CONSTRUCTION OF NMT SYSTEM- WALKWAYS FROM GRAND HARDWARE BUILDING TO KAPTIMBOR RIVER, FOOTBRIDGE AT KAPTIMBOR RIVER, RENOVATION OF FIRE STATION AND PARTITIONING & VENTILATION WORKS FOR MARKET PHASE 1 STALLS AT KABARNET MUNICIPALITY**

INVITATION TO TENDER

PROCURINGENTITY: BARINGO COUNTY GOVERNMENT KABARNET MUNICIPALITY……..…….....
Address…`P.O BOX 53 – 30400 KABARNET

CONTRACT NAME AND DESCRIPTION: PROPOSED CONSTRUCTION OF NMT SYSTEM- WALKWAYS FROM GRAND HARDWARE BUILDING TO KAPTIMBOR RIVER, FOOTBRIDGE AT KAPTIMBOR RIVER, RENOVATION OF FIRE STATION AND PARTITIONING & VENTILATION WORKS FOR MARKET PHASE 1 STALLS AT KABARNET MUNICIPALITY

The BARINGO COUNTY GOVERNMENT invites sealed tenders for the construction **PROPOSED CONSTRUCTION OF NMT SYSTEM- WALKWAYS FROM GRAND HARDWARE BUILDING TO KAPTIMBOR RIVER, FOOTBRIDGE AT KAPTIMBOR RIVER, RENOVATION OF FIRE STATION AND PARTITIONING & VENTILATION WORKS FOR MARKET PHASE 1 STALLS AT KABARNET MUNICIPALITY** .Tendering will be conducted under open competitive method *NATIONAL* using a standardized tender document.Tendering is open to all qualified and interested Tenderers.

In case this tender is subject to a Reservation, specify the Group that is eligible to tender, i.e. tendering is open to ***CATEGORY*.**

1. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours*[.0900to1500hours]*at the address given below.BARINGO COUNTY GOVERNMENT KABARNET MUNICIPALITY ,P.O BOX 53-30400 KABARNET

2. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non- refundable fees of (*Amount in Kenyashillings*) in cash or Banker's Cheque and payable to the address given below.Tenderdocuments may be obtained electronically from the Website(s)www.baringo .go.ke or PPIP Portal)_____. Tender documents obtained electronically will be free of charge.

3. Tender documents may be viewed and downloaded for free from the website (*www.baringo .go.ke*)or PPIP Portal. Tenderers who download the tender document must forward their particulars immediately to facilitate any further clarification or addendum.

4. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for (.150.) days from the date of opening oftenders.

5. All Tenders must be accompanied by a *[N/A," as appropriate]*of*[N/A]*

6. TheTenderer shall chronologically serialize all pages of the tender documents submitted.

7. Completed tenders must be delivered to the address below on or before *[AS INDICATED IN IFMIS]*.ElectronicTenders *WILL* be permitted.

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

9. Late tenders will be rejected.

10. The addresses referred to above are:

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

(1) Name of Procuring Entity.BARINGO COUNTY GOVERNMENT KABARNET MUNICIPALITY

(2) Physical address for hand Courier Delivery to an office or Tender Box (City, Street Name, Building,Floor Number and Room).N/A

(3) Postal Address

(4) Insert name, telephone number and e-mail address of the officer tobe contacted.

B. Address for Submission of Tenders.

1) Name of Procuring Entity.BARINGO COUNTY GOVERNEMTN KABARNET MUNICIPALITY

2) Postal Address (P.O BOX 53– 30400 KABARNET).

3) Physical address for hand Courier Delivery to our an office or Tender Box

C. Address for Opening of Tenders.

1) Name of Procuring Entity.BARINGO COUNTY GOVERNMENT KABARNET MUNICIPALITY

2) Physical address for the location AFC BUILDING

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

Name: Ag. HENRY NALIPAN

Designation: CHIEF OFFICER LANDS HOUSING URBAN DEVELOPMENT

Signature _____

Date _____

PART1: TENDERINGPROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A GENERALPROVISIONS

Scope oftender

ThePROCURINGENTITYasdefinedintheAPPENDIXtoCONDITIONSOFCONTRACTinvitestendersforWORKSCONTRACTas described in the tender documents. The name, identification, and number of lots (contracts) of this Tender DocumentarespecifiedintheTDS.

Throughoutthistenderingdocument:

a) Theterm"inwriting"meanscommunicatedinwrittenform(e.g.bymail,e-mail,fax,includingifspecified in the TDS,distributedorreceivedthroughtheelectronic-procurementsystemusedbytheProcuringEntity) withproofofreceipt;

b) ifthecontextsorequires,"singular"means"plural"andviceversa;

c) "Day"meanscalendarday, unlessotherwisespecifiedas"BusinessDay".ABusinessDayisanydaythatis anofficialworkingdayoftheProcuringEntity.Itexcludesofficialpublicholidays.

Fraud andcorruption

TheProcuringEntityrequirescompliancewiththeprovisionsofthePublicProcurementandAssetDisposalAct, 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declarationthatthepersonshallnotengageinanycorruptorfraudulentpracticeandadeclarationthattheperson orhisorhersub-contractorsarenotdebarredfromparticipatinginpublicprocurementproceedings.

TheProcuringEntityrequirescompliancewiththeprovisionsoftheCompetitionAct2010,regardingcollusivepractices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminaland/orcivilsanctionsmaybeimposed.Tothiseffect,Tendersshallberequiredtocompleteandsignthe "CertificateofIndependentTenderDetermination"annexedtotheFormofTender.

Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors,sub-consultants, serviceproviders,suppliers,andtheirpersonnel,topermittheProcuringEntitytoinspectallaccounts,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 appointedbytheProcuringEntity.

Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms ortheir Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consultingservicesrelatedtothistender.Tothatend,theProcuringEntityshallindicateinthe**DataSheet**and makeavailabletoallthefirmstogetherwiththistenderdocumentallinformationthatwouldinthatrespectgive suchfirmanyunfaircompetitiveadvantageovercompetingfirms.

Eligibletenderers

ATenderermaybeafirmthatisaprivateentity,astate-ownedenterpriseorinstitutionsubjecttoITT3.8,oran individualoranycombinationofsuchentitiesintheformofajointventure(JV)underanexistingagreementor with the intenttoenterintosuchanagreementsupportedbyaletterofintent.Inthecaseofajointventure,all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contractterms.TheJVshallnominateaRepresentativewhoshallhavetheauthoritytoconductallbusinessfor 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 anindividual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.ThemaximumnumberofJVmembersshallbespecifiedinthe**TDS.**

Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister.Child,Parent, BrotherorSisterofaSpouse,theirbusinessassociatesoragentsandfirms/organizationsinwhichthey haveasubstantialorcontrollinginterestshallnotbeeligibletotenderorbeawardedacontract.Public Officersarealsonotallowedtoparticipateinanyprocurementproceedings.

A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified.Atenderermaybeconsideredtohaveaconflictofinterestforthepurposeofthistenderingprocess, ifthetenderer:

a) Directlyorindirectlycontrols,iscontrolledbyorisundercommoncontrolwithanothertenderer;

b) Receivesorhasreceivedanydirectorindirectsubsidyfromanothertenderer;

c) Hasthesamelegalrepresentativeasanothertenderer;

d) Hasarelationshipwithanothertenderer,directlyorthroughcommonthirdparties,thatputsitinaposition toinfluencethetenderofanothertenderer,orinfluencethedecisionsoftheProcuringEntityregardingthis tenderingprocess;

e) Anyofitsaffiliatesparticipatedasaconsultantinthepreparationofthedesignortechnicalspecifications of the goodsorworksthatarethesubjectofthetender;

f) Anyofitsaffiliateshasbeenhired(orisproposedtobehired)bytheProcuringEntityasaconsultantforContractimplementation;

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 ProcuringEntitywhohastheabilitytoinfluencethebiddingprocessand:

   i) AredirectlyorindirectlyinvolvedinthepreparationoftheTenderdocumentorspecificationsofthe Contract,and/ortheTenderevaluationprocessofsuchcontract;or

   ii) MaybeinvolvedintheimplementationorsupervisionofsuchContractunlesstheconflictstemming fromsuchrelationshiphasbeenresolvedinamanneracceptabletotheProcuringEntitythroughout thetenderingprocessandexecutionoftheContract.

Atendershallnotbeinvolvedincorrupt,coercive,obstructiveorfraudulentpractice.Atendererthatisproven tohavebeeninvolvedinanyofthesepracticesshallbeautomaticallydisqualified

A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permittedalternativetenders.Thisincludesparticipationasasubcontractorinotherlenders.Suchparticipation shallresultinthedisqualificationofallTendersinwhichthefirmisinvolved.Membersofajointventuremaynot alsomakeanindividualtender,beasub-contractorinaseparatetenderorbepartofanotherjointventureforthe purposesofthesameTender.AfirmthatisnotatendereroraJVmembermayparticipateasasubcontractorin morethanonetender.

ATendermayhavethenationalityofanycountry,subjecttotherestrictionspursuanttoITT3.9.ATenderer shallbedeemedtohavethenationalityofacountryiftheTendererisconstituted,incorporatedorregisteredin and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation(orequivalentdocumentsofconstitutionorassociation)anditsregistrationdocuments,asthecase maybe.Thiscriterionalsoshallapplytothedeterminationofthenationalityofproposedsub-contractorsorsub-consultantsforanypartoftheContractincludingrelatedServices.

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 PPRAwww.ppra.go.ke.

A Tenderer that is a state-owned enterprise or a public institution in Kenya may be eligible to tender and be awarded Contract(s)onlyifitisdeterminedbytheProcuringEntitytomeetthefollowingconditions,i.e.ifitis:

i) A legalpublicentityofGovernmentand/orpublicadministration,

ii) financially autonomous and not receiving any significant subsidies or budget support from any public entityorGovernment,and;

(iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprisetoenableitcompetewithfirmsintheprivatesectoronanequalbasis.

Firmsandindividualsshallbeineligibleiftheircountriesoforiginare:

(a) Asamatteroflaworofficialregulations,Kenyaprohibitscommercialrelationswiththatcountry;

(b) byanactofcompliancewithadecisionoftheUnitedNationsSecurityCounciltakenunderChapterVIIof theCharteroftheUnitedNations,Kenyaprohibitsanyimportofgoodsorcontractingofworksorservices fromthatcountry,oranypaymentstoanycountry,person,orentityinthatcountry.

A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, local sub-contractsandlabor)fromcitizensuppliersandcontractors.Tothisend,aforeigntenderershallprovideinits tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automaticallydisqualified.InformationrequiredtoenablettheProcuringEntitydetermineifthisconditionismet shallbeprovidedforthispurposein *"SECTIONIII-EVALUATION AND QUALIFICATION CRITERIA,Item 9".*

PursuanttotheeligibilityrequirementsofITT3.10,atendersconsideredaforeigntenderer, Ifitisregisteredin Kenya and has less than 51 percent ownership by nationals of Kenya and if it does not subcontract to foreign firmsorindividualsmorethan10percentofthecontractprice,excludingprovisionalsums.JVsareconsideredas foreigntenderersiftheindividualmemberfirmsregisteredinKenyahaveless51percentownershipbynationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisionalsums.

TheNationalConstructionAuthorityActofKenyarequiresthatalllocalandforeigncontractorsberegistered withtheNationalConstructionAuthorityandbeissuedwithaRegistrationCertificatebeforetheycanundertake anyconstructionworksinKenya.Registrationshallnotbeaconditionfortender,butitshallbeaconditionof contractawardandsignature.Aselectedtenderershallbegivenopportunitytoregisterbeforesuchawardand signatureofcontract.ApplicationforregistrationwithNationalConstructionAuthoritymaybeaccessedfrom thewebsitewww.nca.go.ke.

The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings whichmay 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 CompetitionAuthority.Exemptionshallnotbeaconditionfortender,butitshallbeaconditionofcontractaward 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 websitewww.cak.go.ke.

4.14 A kenyantenderershallbeeligibletotenderifitprovidesevidenceofhavingfulfilledhis/hertaxobligationsby producing validtaxcompliancecertificateortaxexemptioncertificateissuedbytheKenyaRevenueAuthority.

Eligiblegoods, equipment, andservices

Goods,equipmentandservicestobesuppliedundertheContractmayhavetheiroriginineanycountrythatisnot ineligibleunderITT3.9.AttheProcuringEntity'srequest,Tenderersmayberequiredtoprovideevidenc eofthe originofGoods,equipmentandservices.

Anygoods,worksandproductionprocesseswithcharacteristicsthathavebeendeclaredbytherelevantnational environmental protection agency or by other competent authority as harmful to human beings and to the environmentshallnotbeeligibleforprocurement.

Tenderer'sresponsibilities

The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the ProcuringEntitywillinnocaseberesponsibleorliableforthosecosts.

Thetenderer,atthetenderer'sownresponsibilityandrisk,isencouragedtovisitandexamineandinspecttheSite of the Worksanditssurroundingsandobtainallinformationthatmaybenecessaryforpreparingthetenderand enteringintoacontractforconstructionoftheWorks.ThecostsofvisitingtheSiteshallbeatthetenderer'sown expense.

TheTendererandanyofitspersonneloragentswillbegrantedpermissionbytheProcuringEntitytoenterupon itspremisesandlandsforthepurposeofsuchvisit.TheTenderershallindemnifytheProcuringEntityag ainstall liabilityarisingfromdeathorpersonalinjury,lossofordamagetoproperty,andanyotherlossesandexp enses incurredasaresultoftheexaminationandinspection.

ThetenderershallprovideintheFormofTenderandQualificationInformation,apreliminarydescriptionofthe proposedworkmethodandschedule,includingcharts,asnecessaryorrequired.

B. CONTENTS OF TENDER DOCUMENTS

SectionsofTenderDocument

The tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which shouldbereadinconjunctionwithanyAddendaissuedinaccordancewithITT10.

PART 1: Tendering Procedures
SectionI – InstructionstoTenderers
SectionII – TenderDataSheet (TDS)
SectionIII-EvaluationandQualificationCriteria
SectionIV – TenderingForms

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)
SectionIX-SpecialConditionsofContract
SectionX-ContractForms

TheInvitationtoTenderNoticeissuedbytheProcuringEntityisnotpartoftheContractdocuments.Unlessobtaineddirectlyfromt heProcuringEntity,theProcuringEntityisnotresponsible for the completeness of the Tenderdocument,responsestorequestsforclarification,theminutesofapre-arrangedsitevisitandthose of the pre-Tendermeeting(ifany),orAddendatotheTenderdocumentinaccordancewithITT10.Incaseofany contradiction,documentsobtaineddirectlyfromtheProcuringEntityshallprevail.

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

ClarificationofTenderDocument, Site Visit, Pre-tenderMeeting

ATendererrequiringanyclarificationoftheTenderDocumentshallcontacttheProcuringEntityinwritingatthe ProcuringEntity'saddressspecifiedinthe**TDS**orraiseitsenquiriesduringthepre-Tendermeetingifprovided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS p**rior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquiredtheTenderdocumentsinaccordancewithITT7.4,includingadescriptionoftheinquirybutwithout identifyingitssource.Ifsospecifiedinthe**TDS**,theProcuringEntityshallalsopromptlypublishitsresponseat the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the TenderDocuments,theProcuringEntityshallamendtheTenderDocumentsfollowingtheprocedureunderITT 8andITT22.2.

TheTenderer,attheTenderer'sownresponsibilityandrisk,isencouragedtovisitandexamineandinspectthe site(s) of the requiredcontractsandobtainallinformationthatmaybenecessaryforpreparingatender.Thecosts ofvisitingtheSiteshallbeattheTenderer'sownexpense.TheProcuringEntityshallspecifyinthe**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 purposeofthesitevisitandthepre-tendermeetingwillbetoclarifyissuesandtoanswerquestionsonanymatter thatmayberaisedatthatstage.

The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the periodspecifiedinthe**TDS**beforethemeeting.

Minutesofapre-arrangedsitevisitandthoseofthepre-tendermeeting,ifapplicable,includingthetextofthe questionsaskedbyTenderersandtheresponsesgiven,togetherwithanyresponsespreparedafterthemeeting,will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.

TheProcuringEntityshallalsopromptlypublishanonymized(*nonames*)Minutesofthepre-arrangedsitevisit 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

meetingshallbemadebytheProcuringEntityexclusivelythroughtheissueofanAddendumpursuanttoITT8 andnotthroughtheminutesofthepre-Tendermeeting.Non-attendanceatthepre-arrangedsitevisitandthepre-tendermeetingwillnotbeacausefordisqualificationofaTenderer.

AmendmentofTenderDocuments

At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tender Documentsbyissuingaddenda.

Any addendum issued shall be part of the Tender Documents and shall be communicated in writing to allwho have obtained the Tender Documents from the Procuring Entity. The Procuring Entity shall also promptly publishtheaddendumontheProcuringEntity'swebsiteinaccordancewithITT7.5.

To give Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the ProcuringEntityshouldextendthedeadlineforthesubmissionofTenders,pursuanttoITT22.2.

C. PREPARATION OF TENDERS

9. Cost of Tendering

TheTenderershallbearallcostsassociatedwiththepreparationandsubmissionofitsTender,and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

10.0 Language of Tender

TheTender,aswellasallcorrespondenceanddocumentsrelatingtothetenderexchangedbythetendererandthe ProcuringEntity,shallbewrittenintheEnglishLanguage.Supportingdocumentsandprintedliteraturethatare part of the Tender may be in another language provided they are accompanied by an accurate and notarized translationoftherelevantpassagesintotheEnglishLanguage**,**in which case,forpurposesofinterpretationofthe Tender,suchtranslationshallgovern.

DocumentsComprisingtheTender

TheTender shall comprise thefollowing:

a) FormofTenderpreparedinaccordancewithITT12;
b) SchedulesincludingpricedBillofQuantities,completedinaccordancewithITT12andITT14;
c) TenderSecurityorTender-SecuringDeclaration,inaccordancewithITT19.1;
d) AlternativeTender,ifpermissible,inaccordancewithITT13;
e) ***Authorization****:* written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordancewithITT20.3;
f) *Qualifications:*documentaryevidenceinaccordancewithITT17establishingtheTenderer'squalifications toperformtheContractifitsTenderisaccepted;
g) *Conformity:*atechnicalproposalinaccordancewithITT16;
h) Anyotherdocumentrequiredinthe**TDS.**

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 contractsignaturewillrenderthetenderliablefordisqualification.

Form of Tender and Schedules

TheFormofTenderandSchedules,includingtheBillofQuantities,shallbepreparedusingtherelevantforms furnishedinSectionIV,TenderingForms.Theformsmustbecompletedwithoutanyalterationstothetext,and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in withthe informationrequested.TheTendershallchronologicallyserializeallpagesofthetenderdocumentssubmitted.

TheTendershallfurnishintheFormofTenderinformationoncommissionsandgratuities,ifany,paidortobe paidtoagentsoranyotherpartyrelatingtothisTender.

13. AlternativeTenders

UnlessotherwisespecifiedintheTDS,alternativeTendersshallnotbeconsidered.

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, EvaluationandQualificationCriteria.

ExceptasprovidedunderITT13.4below,Tendererswishingtooffertechnicalalternativestotherequirements of the TenderDocumentsmustfirstpricetheProcuringEntity'sdesignasdescribedintheTenderDocumentsand shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed constructionmethodologyandotherrelevantdetails.Onlythe technical alternatives,ifany,oftheTendererwith theWinningTenderconformingtothebasictechnicalrequirementsshallbeconsideredbytheProcuringEntity.

WhenspecifiedintheTDS,Tenderersarepermittedtosubmitalternativetechnicalsolutionsforspecifiedparts of the Works,andsuchpartswillbeidentifiedintheTDS,aswillthemethodfortheirevaluating,anddescribed inSectionVII,Works'Requirements.

TenderPricesandDiscounts

Thepricesanddiscounts(includinganypricereduction)quotedbytheTendererintheFormofTenderandinthe BillofQuantitiesshallconformtotherequirementsspecifiedbelow.

The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items againstwhichnorateorpriceisenteredbytheTendershallbedeemedcoveredbytheratesforotheritemsin theBillofQuantitiesandwillnotbepaidforseparatelybytheProcuringEntity.Anitemnotlistedinthepriced BillofQuantitiesshallbeassumedtobenotincludedintheTender,andprovidedthattheTenderisdetermined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsiveTendererswillbeaddedtotheTenderpriceandtheequivalenttotalcostoftheTendersodetermined will be usedforpricecomparison.

ThepricetobequotedintheFormofTender,inaccordancewithITT12.1,shallbethetotalpriceoftheTender, includinganydiscountsoffered.

The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordancewithITT12.1.

ItwillbespecifiedintheTDSiftheratesandpricesquotedbytheTenderarefororarenotsubjecttoadjustment duringtheperformance of the ContractinaccordancewiththeprovisionsoftheConditionsofContract,except incaseswherethecontractissubjecttofluctuationsandadjustments,notfixedprice.Insuchacase,theTenderer shallfurnishtheindicesandweightingsforthepriceadjustmentformulaeintheScheduleofAdjustmentData and the ProcuringEntitymayrequiretheTenderertojustifyitsproposedindicesandweightings.

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 openedatthesametime.

Allduties,taxes,andotherleviespayablebytheContractorundertheContract,orforanyothercause,asofthe date30dayspriortothedeadlineforsubmissionofTenders,shallbeincludedintheratesandpricesandthetotal TenderPricesubmittedbytheTenderer.

CurrenciesofTenderandPayment

Thecurrency(ies)oftheTenderandthecurrency(ies)ofpaymentsshallbethesame**.**

TenderersshallquoteentirelyinKenyaShillings.Theunitratesandthepricesshallbequotedbythetenderer in theBillofQuantities,entirelyinKenyashillings.

a) ATendererexpectingtoincurexpendituresinothercurrenciesforinputstotheWorkssuppliedfromoutside Kenya(referredtoas"theforeigncurrencyrequirements")shall(ifsoallowedinthe**TDS**)indicateinthe 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)mentionedin(a)aboveshallbespecifiedbytheTendererintheAppendixtoTenderandshall bebasedontheexchangerateprovidedbytheCentralBankofKenyaonthedate30dayspriortotheactual dateoftenderopening.SuchexchangerateshallapplyforallforeignpaymentsundertheContract.

TenderersmayberequiredbytheProcuringEntitytojustify,totheProcuringEntity'ssatisfaction,theirlocaland 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 breakdownoftheforeigncurrencyrequirementsshallbeprovidedbyTenderers.

16.0 Documents Comprising the Technical Proposal

TheTendershallfurnishatechnicalproposalincludingastatementofworkmethods,equipment,personnel, scheduleandanyotherinformationasstipulatedinSectionIV,TenderForms,insufficientdetailtodemonstrate theadequacyoftheTenderer'sproposaltomeetthework'srequirementsandthecompletiontime.

DocumentsEstablishingtheEligibilityandQualificationsoftheTenderer

Tenderers shall complete the Form of Tender, included in Section IV, Tender Forms, to establish Tenderer's eligibilityinaccordancewithITT4.

InaccordancewithSectionIII,EvaluationandQualificationCriteria,toestablishitsqualificationstoperformthe ContracttheTendershallprovidetheinformationrequestedinthecorrespondinginformationsheetsincluded inSectionIV,TenderForms.

Ifamarginofpreferenceappliesasspecifiedinaccordancewith ITT33.1,nationaltenderers,individuallyorin jointventures,applyingforeligibilityfornationalpreferenceshallsupplyallinformationrequiredtosatisfythe criteriaforeligibilityspecifiedinaccordancewithITT33.1.

Tenderers shall be asked to provide, as part of the data for qualification, such information, including detailsof ownership,asshallberequiredtodeterminewhether, according to theclassificationestablishedbytheProcuring Entity,aparticularcontractororgroupofcontractorsqualifiesforamarginofpreference.Furthertheinformation willenabletheProcuringEntityidentifyanyactualorpotentialconflictofinterestinrelationtotheprocurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to preventanycorruptinfluenceinrelationtotheprocurementprocessorcontractmanagement.

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 Procuring Entity as a justification for a Tenderer'sfailuretodisclose,orfailuretoproviderequiredinformationonitsownershipand control.

The Tenderer shall provide further documentary proof, information or authorizations that the ProcuringEntity mayrequestinrelationtoownershipandcontrolwhichinformationonanychangestotheinformationwhichwas providedbythetendererunderITT6.4.Theobligationstorequirethisinformationshallcontinuefortheduration oftheprocurementprocessandcontractperformanceandaftercompletionofthecontract,ifanychangetothe informationpreviouslyprovidedmayrevealaconflictofinterestinrelationtotheawardormanagementofthe contract.

Allinformationprovidedbythetendererpursuanttotheserequirementsmustbecomplete,currentandaccurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements,theTendershallwarrantthattheinformationsubmittediscomplete,currentandaccurateasat thedateofsubmissiontotheProcuringEntity.

Ifatendererfailstosubmittheinformationrequiredbytheserequirements,itstenderwillberejected.Similarly, iftheProcuringEntityisunable,aftertakingreasonablesteps,toverifytoareasonabledegreetheinformation submittedbyatendererpursuanttotheserequirements,thenthetenderwillberejected.

If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether

through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract managementprocess,then:

i) Iftheprocurementprocessisstillongoing,thetendererwillbedisqualifiedfromtheprocurementprocess,

ii) ifthecontracthasbeenawardedtothattenderer,thecontractawardwillbesetasidependingtheoutcomeof(iii),

iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tendereroranyotherpersonshavecommittedanycriminaloffence.

Ifatendersubmitsinformationpursuanttotheserequirementsthatisincomplete,inaccurateorout-of-date,or attemptstoobstructtheverificationprocess,thentheconsequencesITT17.8willensueunlessthetenderercan show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuineerrorwhichwasnotattributabletotheintentionalact,negligenceorrecklessnessofthetender.

18.0 Period of Validity of Tenders

18.1.TendersshallremainvalidfortheTenderValidityperiodspecifiedinthe**TDS**.TheTenderValidityperiodstarts from the datefixedfortheTendersubmissiondeadline(asprescribedbytheProcuringEntityinaccordancewith ITT22).At endervalidforashorterperiodshallberejectedbytheProcuringEntityasnon-responsive.

18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may requestTendererstoextendtheperiodofvalidityoftheirTenders.Therequestandtheresponsesshallbemadein writing.IfaTenderSecurityisrequestedinaccordancewithITT19,itshallalsobeextendedforthirty(30)days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tendersecurity.ATenderergrantingtherequestshallnotberequiredorpermittedtomodifyitsTender.

TenderSecurity

The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specifiedinthe**TDS**,inoriginalformand, in the caseofaTenderSecurity,intheamountandcurrency**specified** in the **TDS**.ATender-SecuringDeclarationshallusetheformincludedinSectionIV, TenderForms.

IfaTenderSecurityisspecifiedpursuanttoITT19.1,theTenderSecurityshallbeademandguaranteeinanyof thefollowingformsattheTenderer'soption:

I) cash;

ii) abankguarantee;

iii) aguaranteebyaninsurancecompanyregisteredandlicensedbytheInsuranceRegulatoryAuthoritylisted bytheAuthority;

(iv) aguaranteeissuedbyafinancialinstitutionapprovedandlicensedbytheCentralBankofKenya,froma reputablesource,andaneligiblecountry.

If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondentbanklocatedinKenyatomakeitenforceable.TheTenderSecurityshallbevalidforthirty(30) daysbeyondtheoriginalvalidityperiodoftheTender,orbeyondanyperiodofextensionifrequestedunderITT 18.2.

If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompaniedbyasubstantiallyresponsiveTenderSecurityorTender-SecuringDeclarationshallberejectedby theProcuringEntityasnon-responsive.

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 PerformanceSecurityandanyotherdocumentsrequiredintheTDS.TheProcuringEntityshallalsopromptly returnthetendersecuritytothetendererswheretheprocurementproceedingsareterminated,alltenderswere determinednon-responsiveorabidderdeclinestoextendtendervalidityperiod.

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 requiredintheTDS.

TheTenderSecuritymaybeforfeitedortheTender-SecuringDeclarationexecuted:

a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the FormofTender,oranyextensionthereto providedbytheTenderer;or

b) ifthesuccessfulTendererfailsto: -

i) signtheContractinaccordancewithITT47;or

ii) furnishaPerformanceSecurityandifrequiredintheTDS,andanyotherdocumentsrequiredinthe TDS.

Wheretendersecuringdeclarationisexecuted,theProcuringEntityshallrecommendtothePPRAto debarstheTendererfromparticipatinginpublicprocurementasprovidedinthelaw.

TheTenderSecurityortheTender-SecuringDeclarationofaJVshallbeinthenameoftheJVthatsubmitsthe Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the TenderSecurityortheTender-SecuringDeclarationshallbeinthenamesofallfuturemembersasnamedinthe letterofintentreferredtoinITT4.1andITT11.2.

Atenderershallnotissueatendersecuritytoguaranteeitself.

FormatandSigningofTender

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."Inaddition,theTenderershallsubmitcopiesoftheTender,in the numberspecified in the **TDS**andclearlymarkthem"COPY."Intheeventofanydiscrepancybetweentheoriginalandthecopies, theoriginalshallprevail.

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.

TheoriginalandallcopiesoftheTendershallbetypedorwritteninindelibleinkandshallbesignedbyaperson dulyauthorizedtosignonbehalfoftheTenderer.Thisauthorizationshallconsistofawrittenconfirmationas specifiedinthe**TDS**andshallbeattachedtotheTender.Thenameandpositionheldbyeachpersonsigningthe authorizationmustbetypedorprintedbelowthesignature.AllpagesoftheTenderwhereentriesoramendments have been madeshallbesignedorinitialedbythepersonsigningtheTender.

IncasetheTendererisaJV,theTendershallbesignedbyanauthorizedrepresentativeoftheJVonbehalfofthe JV,andsoastobelegallybindingonallthemembersasevidencedbyapowerofattorneysignedbytheirl egally authorizedrepresentatives.

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

D. SUBMISSION AND OPENING OF TENDERS

Sealing and MarkingofTenders

The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealedcontainerbearingthenameandReferencenumberoftheTender,addressedtotheProcuringEntityanda warning not to open before the time and date for Tender opening date. Within the single envelope, packageor container,theTenderershallplacethefollowingseparate,sealedenvelopes:

a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as describedinITT11;and

b) inanenvelopeorpackageorcontainermarked"COPIES",allrequiredcopiesoftheTender;and

c) ifalternativeTendersarepermittedinaccordancewithITT13,andifrelevant:

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

   ii) in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copiesofthealternativeTender.

The inner envelopes or packages or containers shall:

a) bearthenameandaddressoftheProcuringEntity,

b) bearthenameandaddressoftheTenderer;and

c) bearthenameandReferencenumberoftheTender.

Ifanenvelopeorpackageorcontainerisnotsealedandmarkedasrequired,the*ProcuringEntity*willassumeno responsibility for the misplacement or premature opening of the Tender.Tendersmisplaced or opened prematurelywillnotbeaccepted.

DeadlineforSubmissionofTenders

TendersmustbereceivedbytheProcuringEntityattheaddressspecifiedinthe**TDS**andnolaterthanthedate andtimealsospecifiedinthe**TDS.**Whensospecifiedinthe**TDS**,tenderersshallhavetheoptionofsubmitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submissionproceduresspecifiedinthe**TDS**.

TheProcuringEntitymay,atitsdiscretion,extendthedeadlineforthesubmissionofTendersbyamendingthe TenderDocumentsinaccordancewithITT8, in which caseallrightsandobligationsoftheProcuringEntityand Tendererspreviouslysubjecttothedeadlineshallthereafterbesubjecttothedeadlineasextended.

23.0 Late Tenders

TheProcuringEntityshallnotconsideranyTender thatarrivesafterthedeadlineforsubmissionoftenders,in accordance with ITT 22. Any Tender received by the Procuring Entity after the deadline for submission of Tendersshallbedeclaredlate,rejected,andreturnedunopenedtotheTenderer.

Withdrawal, Substitution, andModificationofTenders

ATenderermaywithdraw,substitute,ormodifyitsTenderafterithasbeensubmittedbysendingawrittennotice, dulysignedbyanauthorizedrepresentative,andshallincludeacopyoftheauthorizationinaccordancewithITT 20.3,(exceptthatwithdrawalnoticesdonotrequirecopies).Thecorrespondingsubstitutionormodificationof theTendermustaccompanytherespectivewrittennotice.Allnoticesmustbe:

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) receivedbytheProcuringEntitypriortothedeadlineprescribedforsubmissionofTenders,inaccordance withITT22.

TendersrequestedtobewithdrawninaccordancewithITT24.1shallbereturnedunopenedtotheTenderers.

No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of TendersandtheexpirationoftheperiodofTendervalidityspecifiedbytheTendererontheFormofTenderorany extensionthereof.

25. Tender Opening

ExceptinthecasesspecifiedinITT23andITT24.2,theProcuringEntityshallpubliclyopenandreadoutall Tendersreceivedbythedeadline,atthedate,timeandplacespecified**intheTDS**, in the presenceofTenderers' designatedrepresentativeswhochoosestoattend.AnyspecificelectronicTenderopeningproceduresrequiredif electronicTenderingispermittedinaccordancewithITT22.1,shallbeasspecifiedinthe**TDS.**

First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelopes with the correspondingTendershallnotbeopenedbutreturnedtotheTenderer.NoTenderwithdrawalshallbepermitted unlessthecorrespondingwithdrawalnoticecontainsavalidauthorizationtorequestthewithdrawalandisread outatTenderopening.

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.NoTendersubstitutionshallbepermittedunlessthecorrespondingsubstitutionnoticecontainsavalid authorizationtorequestthesubstitutionandisreadoutatTenderopening.

Next,envelopesmarked"MODIFICATION"shallbeopenedandreadoutwiththecorrespondingTender.No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorizationtorequestthemodificationandisreadoutatTenderopening.

Next,allremainingenvelopesshallbeopenedoneatatime,readingout:thenameoftheTendererandwhether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternativeTenders;thepresenceorabsenceofaTenderSecurityorTender-SecuringDeclaration,ifrequired; andanyotherdetailsastheProcuringEntitymayconsiderappropriate.

Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be consideredfurtherforevaluation.TheFormofTenderandpagesoftheBillofQuantities(tobedecidedonbythe tender opening committee) are to be initialed by the members of the tender opening committee attending the opening.

AttheTenderOpening,theProcuringEntityshallneitherdiscussthemeritsofanyTendernorrejectanyTender (exceptforlateTenders,inaccordancewithITT23.1).

TheProcuringEntityshallprepareminutesoftheTenderOpeningthatshallinclude,asaminimum: -

a) thenameoftheTendererandwhetherthereisawithdrawal,substitution,ormodification;

b) theTenderPrice,perlot(contract)ifapplicable,includinganydiscounts;

c) anyalternativeTenders;

d) thepresenceorabsenceofaTenderSecurity, if newasrequired;

e) numberofpagesofeachtenderdocumentsubmitted.

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 tenderopeningregistershallbedistributedtoallTenderers.

E. EVALUATION AND COMPARISON OF TENDERS

26. Confidentiality

InformationrelatingtotheevaluationofTendersandrecommendationofcontractawardshallnotbedisclosedto Tenderersoranyotherpersonsnotofficiallyconcernedwiththe Tenderprocessuntilinformationon Intention to AwardtheContractistransmittedtoallTenderersinaccordancewithITT43.

Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisionsmayresultintherejectionofitstender.

NotwithstandingITT26.2,fromthetimeoftenderopeningtothetimeofcontractaward,ifatendererwishesto contactthe ProcuringEntityonanymatterrelatedtothetenderingprocess,itshalldosoinwriting.

ClarificationofTenders

To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the ProcuringEntitymay,atitsdiscretion,askanytendererforaclarificationofitstender,givenareasonabletimefor aresponse.Anyclarificationsubmittedbyatendererthatisnotinresponsetoarequestbythe ProcuringEntity shallnotbeconsidered.The ProcuringEntity'srequestforclarificationandtheresponseshallbeinwriting.No change, including any voluntary increase or decrease, in the prices or substance of the tender shall be sought, offered,orpermitted,exceptto confirmthecorrectionofarithmeticerrorsdiscoveredbythe ProcuringEntityin theevaluationofthetenders,inaccordancewithITT31.

IfatendererdoesnotprovideclarificationsofitstenderbythedateandtimesetintheProcuringEntity'srequestforclarification,itsTe ndermayberejected.

Deviations, Reservations, andOmissions

Duringtheevaluationoftenders,thefollowingdefinitionsapply: -

a) *"Deviation"* isadeparturefromtherequirementsspecifiedinthetenderdocument;
b) *"Reservation"* is the setting of limiting conditions or withholding from complete acceptance of the requirementsspecifiedinthetenderdocument;and
c) *"Omission"* isthefailuretosubmitpartorallofthe informationordocumentationrequiredintheTender document.

Determination ofResponsiveness

The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself,asdefinedinITT11.

A substantially responsive Tender is one that meets the requirements of the Tender document withoutmaterial deviation,reservation,oromission.Amaterialdeviation,reservation,oromissionisonethat,ifaccepted,would:

a) Affectinanysubstantialwaythescope,quality,orperformanceoftheWorksspecifiedintheContract;
b) limit in any substantial way, inconsistent with the tender document, the Procuring Entity's rights or the tenderer'sobligationsunderthe proposedcontract;
c) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsivetenders.

TheProcuringEntityshallexaminethetechnicalaspectsofthetendersubmittedinaccordancewithITT16,to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation,reservationoromission.

Ifatenderisnotsubstantiallyresponsivetotherequirementsofthetenderdocument,itshallberejectedbythe Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation,oromission.

Non-materialNon-conformities

Providedthatatenderissubstantiallyresponsive,the ProcuringEntitymaywaiveanynon-conformitiesinthe tender.

ProvidedthataTenderissubstantiallyresponsive,the ProcuringEntitymayrequestthatthetenderersubmitthe necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformitiesinthetenderrelatedtodocumentationrequirements.Requestinginformationordocumentationon such non-conformities shall not be related to any aspect of the price of the tender. Failure of the tenderer to complywiththerequestmayresultintherejectionofitstender.

Providedthatatenderissubstantiallyresponsive,the ProcuringEntityshallrectifyquantifiablenon-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposesonly,toreflectthepriceofamissingornon-conformingitemorcomponentinthemannerspecified**in theTDS.**

ArithmeticalErrors

Thetendersumassubmittedandreadoutduringthetenderopeningshallbeabsoluteandfinalandshallnotbe thesubjectofcorrection,adjustmentoramendmentinanywaybyanypersonorentity.

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

a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualificationofthetenderasnon-responsive.
b) Anyerrorsinthesubmittedtenderarisingfromamiscalculationofunitprice,quantity,subtotalandtotal bidpriceshallbeconsideredasamajordeviationthataffectsthesubstanceofthetenderandshallleadto disqualificationofthetenderasnon-responsive.and
c) ifthereisadiscrepancybetweenwordsandfigures,theamountinwordsshallprevail

Tenderersshallbenotifiedofanyerrordetectedintheirbidduringthenotificationofaward.

32.0 Conversion to Single Currency

Forevaluationandcomparisonpurposes,thecurrency(ies) of the Tendershallbeconvertedintoasinglecurrency asspecifiedintheTDS.

MarginofPreferenceandReservations

A margin of preference may be allowed only when the contract is open to international competitive tendering whereforeigncontractorsareexpectedtoparticipateinthetenderingprocessandwherethecontractexceedsthe value/thresholdspecifiedintheRegulations.

Amarginofpreferenceshallnotbeallowedunlessitisspecifiedsointhe**TDS**.

Contractsprocuredonbasisofinternationalcompetitivetenderingshallnotbesubjecttoreservationsexclusive tospecificgroupsasprovidedinITT33.4.

Whereitisintendedtoreserveacontracttoaspecificgroupofbusinesses(thesegroupsareSmallandMedium Enterprises,WomenEnterprises,YouthEnterprisesandEnterprisesofpersonslivingwithdisability,asthecase may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, aprocuring entityshallensurethattheinvitationtotenderspecificallyindicatesthatonlybusinessesorfirmsbelongingtothe specifiedgroupareeligibletotender.Notendershallbereservedtomorethanonegroup.Ifnotsostatedinthe InvitationtoTenderandintheTenderdocuments,theinvitationtotenderwillbeopentoallinterestedtenderers.

NominatedSubcontractors

UnlessotherwisestatedintheTDS,theProcuringEntitydoesnotintendtoexecuteanyspecificelementsofthe Works bysubcontractorsselected/nominatedbytheProcuringEntity.IncasetheProcuringEntitynominatesa subcontractor, the subcontract agreement shall be signed by the Subcontractor and the Procuring Entity. The main contract shall specify the working arrangements between the main contractor and the nominated subcontractor.

Tenderersmayproposesub-contractinguptothepercentageoftotalvalueofcontractsorthevolumeofworksas specifiedintheTDS.SubcontractorsproposedbytheTenderershallbefullyqualifiedfortheirpartsoftheWorks.

Domestic subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unlesstheir specializedpartsoftheWorkswerepreviouslydesignatedsobytheProcuringEntityintheTDSascanbemetby subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the SpecializedSubcontractorsproposedbytheTenderermaybeaddedtothequalificationsoftheTenderer.

35. EvaluationofTenders

ThProcuringEntityshallusethecriteriaandmethodologieslistedinthisITTandSectionIII,Evaluation and QualificationCriteriaNootherevaluationcriteriaormethodologiesshallbepermitted.Byapplyingthe criteria andmethodologiestheProcuringEntityshalldeterminetheLowestEvaluatedTenderinaccordancewith ITT40.

ToevaluateaTender,theProcuringEntityshallconsiderthefollowing:

a) priceadjustmentinaccordancewithITT31.1(iii);excludingprovisionalsumsandcontingencies,ifany,butincludingDay workitems,wherepricedcompetitively;
b) priceadjustmentduetodiscountsofferedinaccordancewithITT14.4;
c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordancewithITT32;
d) priceadjustmentduetoquantifiablenonmaterialnon-conformitiesinaccordancewithITT30.3;and
e) any additional evaluation factors specified in the **TDS** and Section III, Evaluation and Qualification Criteria.

Theestimatedeffectofthepriceadjustmentprovisionsof theConditionsofContract,appliedovertheperiodof executionoftheContract,shallnotbeconsideredinTenderevaluation.

Wherethetenderinvolvesmultiplelotsorcontracts,thetendererwillbeallowedtotenderforoneormorelots (contracts).EachlotorcontractwillbeevaluatedinaccordancewithITT35.2.Themethodologytodetermine thelowestevaluatedtendererortendererbasedonelot(contract)orbasedonacombinationoflots(contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tendererwillbewillberequiredtopreparetheEligibilityandQualificationCriteriaFormforeachLot.

36.0 Comparison of tenders

The Procuring Entity 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.

Abnormallylowtendersandabnormallyhightender

sAbnormallyLowTenders

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 abilitytoperformtheContractfortheofferedTenderPriceorthatgenuinecompetitionbetweenTenderersis compromised.

In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matterofthecontract,scope,proposedmethodology,schedule,allocationofrisksandresponsibilitiesandany otherrequirementsoftheTenderdocument.

After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failedtodemonstrateitscapabilitytoperformtheContractfortheofferedTenderPrice,theProcuringEntityshallrejecttheTender.

Abnormally high tenders

Anabnormallyhightenderpriceisonewherethetenderprice,incombinationwithotherconstituentelementsof the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract comparedwithmarketpricesorthatgenuinecompetitionbetweenTenderersiscompromised.

Incaseofanabnormallyhighprice,theProcuringEntityshallmakeasurveyofthemarketprices,checkifthe estimatedcostofthecontractiscorrectandreviewtheTenderDocumentstocheckifthespecifications,scopeof workandconditionsofcontractarecontributorytotheabnormallyhightenders.TheProcuringEntitymayalso seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceedasfollows:

i) Ifthetenderpriceisabnormallyhighbasedonwrongestimatedcostofthecontract,theProcuringEntity mayacceptornotacceptthetenderdependingontheProcuringEntity'sbudgetconsiderations.

ii) Ifspecifications,scope ofworkand/orconditionsofcontractarecontributorytotheabnormallyhightender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates,specifications,scopeofworkandconditionsofcontract,asthecasemaybe.

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

Unbalancedand/orfront-loadedtenders

If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalancedand/orfrontloaded,theProcuringEntitymayrequiretheTenderertoprovidewrittenclarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scopeofworks,proposedmethodology,scheduleandanyotherrequirementsoftheTenderdocument.

After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entitymayasappropriate:

a) acceptttheTender;

b) requirethatthetotalamountofthePerformanceSecuritybeincreasedattheexpenseoftheTenderertoa levelnotexceedinga30%oftheContractPrice;

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

d) rejecttheTender,

Qualificationsofthetenderer

TheProcuringEntityshalldeterminetoitssatisfactionwhethertheeligibleTendererthatisselectedashaving submittedthelowestevaluatedcostandsubstantiallyresponsiveTender,meetsthequalifyingcriteriaspecified inSectionIII,EvaluationandQualificationCriteria.

The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualificationssubmittedbytheTenderer,pursuanttoITT17.Thedeterminationshallnottakeintoconsideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (otherthanSpecializedSub-contractorsifpermittedintheTenderdocument),oranyotherfirm(s)differentfrom theTenderer.

An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determinationshallresultindisqualificationoftheTender,inwhicheventtheProcuringEntityshallproceedto theTendererwhooffersasubstantiallyresponsiveTenderwiththenextlowestevaluatedpricetomakeasimilar determinationofthatTenderer'squalificationstoperformsatisfactorily.

Lowest evaluatedtender

Having compared the evaluated prices of Tenders, the Procuring Entity 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) MostresponsivetotheTenderdocument;and

b) thelowestevaluatedprice.

41.0 Procuring entity's right to accept any tender, and to reject any or all tenders.

TheProcuringEntityreservestherighttoacceptorrejectanyTenderandtoannultheTenderprocessandreject allTendersatanytimepriortoContractAward,withouttherebyincurringanyliabilitytoTenderers.Incaseof annulment,allTenderssubmittedandspecifically,Tendersecurities,shallbepromptlyreturnedtotheTenderers.

F. AWARD OF CONTRACT

42.0 Award criteria

TheProcuringEntityshallawardtheContracttothesuccessfultendererwhosetenderhasbeendeterminedtobetheLowestEvaluat edTender.

NoticeofIntentiontoEnterintoaContract/Notification of Award

UponawardofthecontractandPriortotheexpiryoftheTenderValidityPeriodtheProcuringEntityshallissuea NotificationofIntentiontoEnterintoaContract/Notificationofawardtoalltenderers whichshallcontain,ata minimum,thefollowinginformation:

a) thenameandaddressoftheTenderersubmittingthesuccessfultender;

b) theContractpriceofthesuccessfultender;

c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful,unlessthepriceinformationin(c)abovealreadyrevealsthereason;

d) theexpirydateoftheStandstillPeriod;and

e) instructionsonhowtorequestadebriefingand/orsubmitacomplaintduringthestandstillperiod;

StandstillPeriod

TheContractshallnotbesignedearlierthantheexpiryofaStandstillPeriodof14daystoallowanydissatisfied tendertolaunchacomplaint.WhereonlyoneTenderissubmitted,theStandstillPeriodshallnotapply.

WhereaStandstillPeriodapplies,itshallcommencewhentheProcuringEntityhastransmittedtoeachTendertheNotificationof IntentiontoEnterintoaContractwiththesuccessfulTenderer.

On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessfultenderermaymakeawrittenrequesttotheProcuringEntityforadebriefingonspecificissuesor concernsregardingtheirtender.TheProcuringEntityshallprovidethedebriefingwithinfivedaysofreceiptof therequest.

DebriefingsofunsuccessfulTenderersmaybedoneinwritingorverbally.TheTendershallbearitsowncosts ofattendingsuchadebriefingmeeting.

46.0 Letter of Award

PriortotheexpiryoftheTenderValidityPeriodanduponexpiryoftheStandstillPeriodspecifiedinITT42.1, uponaddressingacomplaintthathasbeenfiledwithintheStandstillPeriod,theProcuringEntityshalltransmit theLetterofAwardtothesuccessfulTenderer.Theletterofawardshallrequestthesuccessfultenderertofurnish thePerformanceSecuritywithin21daysofthedateoftheletter.

SigningofContract

UpontheexpiryofthefourteendaysoftheNotificationofIntentiontoenterintocontractanduponthepartiesmeeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the ContractAgreement.

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

The written contract shall be entered into within the period specified in the notification of award and before expiryofthetendervalidityperiod.

PerformanceSecurity

Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful TenderershallfurnishthePerformanceSecurityand,anyotherdocumentsrequiredinthe**TDS**,inaccordance with the GeneralConditions 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 Procuring Entity. A foreign institutionprovidingabankguaranteeshallhaveacorrespondentfinancialinstitutionlocatedinKenya,unless theProcuringEntityhasagreedinwritingthatacorrespondentbankisnotrequired.

Failure of the successful Tenderer to submit the above-mentioned Performance Security and otherdocumentsrequiredinthe**TDS**orsigntheContractshallconstitutesufficientgroundsfortheannulmentoftheawardand forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offeringthenextBestEvaluatedTender.

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

PublicationofProcurementContract

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

a) nameandaddressoftheProcuringEntity;
b) nameandreferencenumberofthecontractbeingawarded,asummaryofitsscopeandtheselectionmethod used;
c) thenameofthesuccessfulTenderer,thefinaltotalcontractprice,thecontractduration;
d) datesofsignature,commencementandcompletionofcontract;
e) namesofallTendersthatsubmittedTenders,andtheirTenderpricesasreadoutatTenderopening.

Procurement related Complaints and Administrative Review

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

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 **PROPOSED CONSTRUCTION OF NMT SYSTEM- WALKWAYS FROM GRAND HARDWARE BUILDING TO KAPTIMBOR RIVER, FOOTBRIDGE AT KAPTIMBOR RIVER, RENOVATION OF FIRE STATION AND PARTITIONING & VENTILATION WORKS FOR MARKET PHASE 1 STALLS AT KABARNET MUNICIPALITY** The reference number of the Contract is The number and identification of lots (**N/A**) comprising this Tender are ***[N/A)]*** Lot 1- Name **N/A** Lot 2- Name **N/A** Lot… Name **N/A** ETC.
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 are: **N/A**
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: ***[N/A].***
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 MANAGEMPENT to reach the Procuring Entity not later than BEFORE CLOSING DATE: (ii) The Procuring Entity shall publish its response at the website IMMEDIATELY
ITT 7.2	(A) A pre-arranged pretender site visit take place at the following date, time andplace: Date:wednesday 10th may 2023 Time:10:00AM HRS Place:Municipal Office-Fire Station (B) Pre-Tender meeting take place at the following date, time and place: Date:Wednesday 10th may 2023 Time:10:00 am hrs Place: Municipal Office-Fire Station
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than __AS PER IFMIS DATE before the meeting.
ITT 7.5	The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published is __N/A_____
ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is: (1) Name of Procuring Entity BARINGO COUNTY GOVERNMENT KABARNET MUNICIPALITY (2) Physical address for hand Courier Delivery to an office or Tender Box (City, Street, Building, Floor Number and Room) ------AFC BUILDING---------- (3) Postal Address P.O BOX 53-30400 KABARNET

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	(4) Insert name, telephone number and e-mail address of the officer to be contacted. CHIEF OFFICER LANDS DEPARTMENT.cotreasury@baringo.go.ke
C. Preparation of Tenders	
ITT 11.1 (h)	The Tenderer shall submit the following additional documents in its Tender: *[N/A]*
ITT 13.1	Alternative Tenders ___SHALL NOT_____be considered.
ITT 13.2	Alternative times for completion __SHALL NOT BE____permitted.
ITT 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: _ N/A_
ITT 14.5	The prices quoted by the Tenderer shall be: _FIXED
ITT 15.2 (a)	Foreign currency requirements **not allowed.**
ITT 18.1	The Tender validity period shall be _175_____ *[insert a number of days that is a multiple of seven counting as of the deadline for Tender submission]* days.
ITT 18.3	(a) The Number of days beyond the expiry of the initial tender validity period will be _____N/A____days. (b) The Tender price shall be adjusted by the following percentages of the tender price: *(i)* By ___6__% of t*he local currency portion of the Contract price adjusted to reflect local inflation during the period of extension,* *and* *(ii) By_____N/A____% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.*
ITT 19.1	Tender shall provide **a Tender-Securing Declaration or a Tender Security** *(select one)* The type of Tender security shall be -------*N/A*---------- in the amount of Kenya shillings
ITT 20.1	In addition to the original of the Tender, the number of copies is: ONE___*[*
ITT 20.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: _____ *[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Tender]*
D. Submission and Opening of Tenders	
ITT 22.1	(A) For Tender submission purposes only, the Procuring Entity's address is: (1) Name of Procuring Entity COUNTY GOVERNMENT OF BARINGO – LANDS DEPARTMENT (2) Postal Address (P.O BOX 53-30400 KABARNET. ATTENTION CHIEF OFFICER) (3) Physical address for hand Courier Delivery to an office or Tender Box (N/A) (4) Date and time for submission of Tenders as per date and TIME INDICATED IN IFMIS (5) Tenders shall **submit** tenders electronically.
ITT 25.1	The Tender opening shall take place at the time and the address for Opening of Tenders provided below: (1) Name of Procuring Entity – BARINGO COUNTY GOVERNEMENT (LANDS DEPARTMENT) (2) Physical address for the location P.O BOX 53-30400 KABARNET

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	(3) AS INDICATED IN IFMIS
ITT 25.1	If Tenderers are allowed to submit Tenders electronically, they shall follow the electronic tender submission procedures **specified below:** **___THROUGH IFMIS PORTAL**
E. Evaluation, and Comparison of Tenders	
ITT 30.3	The adjustment shall be based on the _____*LOWEST*____price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
TT 32.1	The currency that shall be used for Tender evaluation and comparison purposes only to convert atthe selling exchange rate all Tender prices expressed in various currencies into a single currency is:___KSHS___ The source of exchange rate shall be: **The Central bank of Kenya** (mean rate) The date for the exchange rate shall be*:* **the deadline date for Submission of the Tenders.** *For comparison of Tenders, the Tender Price, corrected pursuant to ITT 31, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Tenderer in accordance with ITT 15.1.* *In the second step, the Procuring Entity will convert the amounts in various currencies in which the Tender Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date, stipulated above.*
ITT 33.2	A margin of preference____*SHALL NOT*_____apply.
ITT 33.4	The invitation to tender is extended to the following group that qualify for Reservations __N/A_____
ITT 34.1	At this time, the Procuring Entity DOES NOT INTENDS *to* execute certain specific parts of the Works by subcontractors selected in advance.
ITT 34.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: _*N/A*_____*% of the total contract amount.* Tenderers planning to subcontract more than 10% of total volume of work shall specify, in the Form of Tender, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.
ITT 34.3	*[Indicate N/A if not applicable]* The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows: ___N/A___ For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Tenderer for the purpose of evaluation.
ITT 35.2 (e)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 48.1	Other documents required in addition to the Performance Security are _____N/A_____
ITT 50.1	The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: For the attention: *NIXON KANDAWALA* Title/position: *DIRECTOR PROCUREMENT* Procuring Entity: *KABARNET MUNICIPALITY* Email address*: [www.baringo.co.ke]* In summary, a Procurement-related Complaint may challenge any of the following (among others): (i) the terms of the Tender Documents; and (ii) The Procuring Entity's decision to award the contract.

SECTIONIII-EVALUATION AND QUALIFICATION CRITERIA

GENERALPROVISIONS

ThissectioncontainsthecriteriathattheEmployershallusetoevaluatetenderandqualifytenderers.Noother factors,methodsorcriteriashallbeusedotherthanspecifiedinthistenderdocument.TheTenderershallprovide alltheinformationrequestedintheformsincludedinSectionIV,TenderingForms.TheProcuringEntityshall use**the Standard Tender Evaluation Document for Goods and Works**forevaluatingTenders.

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalentusingtherateofexchangedeterminedasfollows:

a) Forconstructionturnoverorfinancialdatarequiredforeachyear-Exchangerateprevailingonthelastday of the respective calendar year (in which the amounts for that year is to be converted) was originally established.

b) Valueofsinglecontract-Exchangerateprevailingonthedateofthecontractsignature.

(c) Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determiningtheexchangeratesintheTendermaybecorrectedbytheProcuringEntity.

EVALUATION AND CONTRACT A WARD CRITERIA

TheProcuringEntityshallusethecriteriaandmethodologieslistedinthisSectiontoevaluatetendersandarrive attheLowestEvaluatedTender.Thetenderthat(i)meetsthequalificationcriteria,(ii)hasbeendeterminedtobe substantiallyresponsivetotheTenderDocuments,and(iii)isdeterminedtohavetheLowestEvaluatedTender priceshallbeselectedforawardofcontract.

2.0 PRELIMINARY EXAMINATION FOR DETERMINATION OF RESPONSIVENESS

Preliminary examination for Determination of Responsiveness

TheProcuringEntitywillstartbyexaminingalltenderstoensuretheymeetinallrespectstheeligibilitycriteriaand other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirementsprovidedforinthepreliminaryevaluationcriteriaoutlinedbelow.TheStandardTenderEvaluation 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-responsiveandwillnotbeconsideredfurther.

PRELIMINARY EVALUATION CRETERIA

	EVALUATION REQUIREMENTS	RESPONSIVESS (YES/NO)
1.	Certificate of Incorparation/Registration	
2.	Valid Tax Compliance Certificate	
3.	Copy of Current Company CR12 for year 2023	
4.	Tender bid Security of Ksh 350,000.00 from (Commercial bank, insuarance Bank Gurantee) valid for 150 days from the date of tender opening	
5	Valid Single Business Permit for year 2023	
6.	Valid NCA 4 and above Certificate, Practicing licence for Building works, NCA 4 and above Electrical Category	
7.	Dully filled, Signed and Stamped Form of Tender	
8.	Properly filled bill of Quantities, signed and stamped on each page	
9.	Dully filled, Signed and Stamped confidential business questionare form	
10.	Dully filled Self Declaration that the person /Tenderer Is Not debarred in the Matter of PPPAD Act 2015.	
11.	Dully filled Self declaration that the Person/ Tenderer will not Engage in any corrupt or Fraudulent Practice.	

12	Attach dully filled , signed and stamp pre-tender site visit form	

TECHNICAL EVALUATION CRETERIA

Technical Evaluation shall comprise scoring of bidders under various attributes in the table below - Table of Scoring Matrix.

To earn maximum scores, a bidder must (1) provide supporting documents as per criteria (2) provide very precise/specific and relevant information as per criteria (3) provide as many/much information as possible to earn more points. **A bidder Must score a minimum of 40 points to be considered for Financial Evaluation**

Table of Scoring Matrix

Sub-Factor	Requirement	Maximum score	Awarded score
(MR 1)Financial Situation Audited financial reports for the past three years (2020, 2021 & 2022) and completed fin-3.1,3.2, 3.3 and 3.4	**Audited financial report for the last Three (3 number) years** 2019, 2020 & 2021 *(choose either of the qualification below)*:		
	• Audited financial report for 2020	5	
	• Audited financial report for 2021	5	
	• Audited financial report for 2022	5	
Financial Capacity		**15**	
EXPERIENCE Contract implemented & completed in the past five (5) years related to building works and project in question (2017 to 2022)	Information on past completed works of similar nature, complexity and magnitude. Bidders MUST provide (1) Offers Letters or Contract Letters/LPOs clearly stipulating the contract value/amounts in question, (2) Work/Project Completion Certificates & completed Section IX – Standard Forms – Qualification Information Form *(choose either of the qualification below)*:		
	Contracts value above KHS50, 000,000.00 (FIFTY MILLION)	13	
	Contracts value up to KHS 35,000,000.00 (THIRTY FIVE MILLION)	7	
	Contracts value up to KHS 20,000,000.00 (TWENTY MILLION)	5	
Past & Specific Experience		**25**	
Key Personnel **Schedule of Bidder's proposed personnel and their experience.** Attach CV describing the person, education background, years of experience, key experience as per the requirements column & evidence of qualification (certificates, **recommendations, service completion certificates etc.**). **To earn maximum points, tenderers must make sure education qualification, experience in similar works and position are well described and backed with evidences. Tenderers must also complete section IX - Standard Forms**			
Project Manager	i. Diploma and above in either Civil Engineering, Building Economics, Quantity Surveyor or Architectural Engineering	2	
Site Agent	ii. Evidence of Similar Works Experience on supervision (Over 10 years = 2points, 3-9 years = 1 point.)	3	
	i. More than a diploma in Civil Engineering or Projects Management = 1 point,	1	
	ii. Similar Works Experience (Over 5 years = 2 points, 4 Years = 1 point.	3	
	iii. Experience in position of Site Agent in similar projects (More than 3 projects)	1	
KEY PERSONNEL		**10**	
Key Equipment **Proof of equipment ownership -**Logbooks/lease agreements in the name of the bidder/or any other verifiable proofs including purchase receipts for im/mobile equipment without logbooks/registration documents. **To earn maximum points, tenderers must make sure that extra equipment/machinery is well supported with ownership/lease agreement documents. Mere MoUs will earn no points. Tenderers must also complete section VIII - Standard Forms**			
Heavy commercial	Schedule of contractor's equipments *(Attach proof or evidence of*		

Sub-Factor	Requirement	Maximum score	Awarded score
equipments	*ownership/lease*		
	• At least one (1) quantity	3	
Pick-Up Truck	Schedule of contractor's Pick Ups *(Attach proof or evidence of ownership/lease*		
	• More than one No.	2	
Key Equipment		**5**	

Summary of Technical Score

Item	Category	Maximum Score	Awarded Score
1	Financial Capacity	15	
2	Past and Specific Experience	25	
3	Key Personnel	10	
4	Equipment	5	
5	Properly filled bill of quantities	15	
	TECHNICAL SCORE, Ts	**70**	

TENDER EVALUATION (ITT35)

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

(i) Alternative CompletionTimes,ifpermittedunderITT13.2,will be evaluated as follows:
……N/A……

(ii) Alternative Technical Solutions for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows:……

(iii) Other Criteria;if permitted under ITT35.2(j):
……AS PER EVALUATION CRETERIA……

MULTIPLECONTRACTS

MultiplecontractswillbepermittedinaccordancewithITT35.4.TenderersareevaluatedonbasisofLotsanda lowestevaluatedtendereridentifiedforeachLot.TheProcuringEntitywillselectoneOptionofthetwoOptions listedbelowforawardofContracts.

OPTION1

(i) IfatendererwinsonlyoneLot,thetendererwillbeawardedacontractforthatLot,providedthetenderer meetstheEligibilityandQualificationCriteriaforthatLot.

(ii) IfatendererwinsmorethanoneLot,thetenderwillbeawardedacontractforallwonLots,providedthetenderer meetstheaggregateEligibilityandQualificationCriteriaforallthewonLots.Thetendererwillbeawardedonly thecombinationsforwhichthetendererqualifiesandtheotherswillbeconsideredforawardtosecondlowest thetenderers.

OPTION2 – NOT APPLICABLE

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinationwiththelowestevaluatedprice.TenderswillthenbeawardedtotheTendererorTenderersinthe combinationprovidedthetenderermeetstheaggregateEligibilityandQualificationCriteriaforallthewonLots.

5.0 ALTERNATIVE TENDERS (ITT13.1)

AlternativeTenders (ITT13.1)

Analternative if permittedunderITT3.1, will be evaluated as follows:

TheProcuringEntityshallconsiderTendersofferedforalternativesasspecifiedinPart2-Worksrequirements. Onlythetechnicalalternatives,ifany,oftheTendererwiththeBestEvaluatedTenderconformingtothebasic technicalrequirementsshallbeconsideredbytheProcuringEntity.

MARGIN OF PREFERENCE – NOT APPLICABLE

If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loadedonevaluatedpricesoftheforeigntenderers,wherethepercentageofshareholdingofKenyancitizensis lessthanfifty-onepercent(51%).

Contractorsshallbeaskedtoprovide,aspartofthedataforqualification,suchinformation,includingdetailsof ownership,asshallberequiredtodeterminewhether, according to theclassificationestablishedbytheProcuring Entity,aparticularcontractororgroupofcontractorsqualifiesforamarginofpreference.

AfterTendershavebeenreceivedandreviewedbytheProcuringEntity,responsiveTendersshallbeassessedto ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the followinggroups:

i) *GroupA:*tendersofferedbyKenyanContractorsandotherTendererswhereKenyancitizensholdsharesof overfiftyonepercent(51%).
ii) *GroupB:*tendersofferedbyforeignContractorsandotherTendererswhereKenyancitizensholdsharesof lessthanfiftyonepercent(51%).

Allevaluatedtendersineachgroupshall,asafirstevaluationstep,becomparedtodeterminethelowesttender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison,atenderfromGroupAisthelowest,itshallbeselectedfortheawardofcontract.Ifatenderfrom 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 addedtotheevaluatedpriceofferedineachtenderfromGroupB.Alltendersshallthenbecomparedusingnew priceswithaddedpricestoGroupBandthelowestevaluatedtenderfromGroupA.IfthetenderfromGroupAis stillthelowesttender,itshallbeselectedforaward.Ifnot,thelowestevaluatedtenderfromGroupBbasedonthe firstevaluationpriceshallbeselected.

7. Post qualification and Contract ward (ITT39), morespecifically,

a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer,subjecttoconfirmationofpre-qualificationdata,ifsorequired.

b) Incasethetenderwasnotsubjecttopost-qualification,thetenderthathasbeendeterminedtobethelowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.

   i) TheTendershalldemonstratethatithasaccessto,orhasavailable,liquidassets,unencumberedreal assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficienttomeettheconstructioncashflowofKenyaShillings_____

   ii) Minimum average annual construction turnover ofKenyaShillings_____*[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/orcompleted withinthelast_____*[insertofyear]*years.

iii) Atleast_____(*insert number)* of contract(s) of a similar nature executed withinKenya,ortheEastAfricanCommunityorabroad,thathavebeensatisfactorilyandsubstantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenyashillings_ equivalent.

iv) Contractor'sRepresentativeandKeyPersonnel,whicharespecifiedas_____

v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listedas*[specifyrequirementsforeachlotasapplicable]*_____

iv) Otherconditionsdependingontheirseriousness.

a) **Historyofnon-performingcontracts**:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performanceofacontractdidnotoccurbecauseofthedefaultoftheTenderer,orthememberofaJV in the last _____(*specifyyears*).Therequiredinformationshallbefurnishedinthe appropriateform.

b) PendingLitigation

Financialpositionandprospectivelong-termprofitabilityoftheSingleTenderer,andinthecasethe TendererisaJV,ofeachmemberoftheJV,shallremainsoundaccordingtocriteriaestablishedwith respect to Financial Capability under Paragraph (i) above if all pending litigation will beresolved 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 _____(*specifyyears*).Allpartiestothecontractshallfurnishtheinformationinthe appropriateformaboutanylitigationorarbitrationresultingfromcontractscompletedorongoing underitsexecutionovertheyearsspecified.AconsistenthistoryofawardsagainsttheTendereror anymemberofaJVmayresultinrejectionofthetender.

QUALIFICATION FORM*

1	2	3	*4*	*5*
Item No.	**Qualification Subject**	**Qualification Requirement**	***Document To be Completed by Tenderer***	***For Procuring Entity's Use (Qualification met or Not Met)***
1	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by 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 Procuring Entity	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Form of Tender	
9	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON – 2	
10	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1st January *[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 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 Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Form FIN – 3.1, with attachments	

1 **Item No.**	2 **Qualification Subject**	3 **Qualification Requirement**	*4* ***Document To be Completed by Tenderer***	*5* ***For Procuring Entity's Use (Qualification met or Not Met)***
		(iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last *[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 *[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last *[insert of year]* 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]* 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]*	Form EXP 4.2(a)	

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. FORM OF EQUIPMENT

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

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

Omit the following information for equipment owned by the Tenderer.

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

3. FORM PER -1

Contractor'sRepresentativeandKeyPersonnel Schedule

TendersshouldprovidethenamesanddetailsofthesuitablyqualifiedContractor'sRepresentativeandKeyPersonnel 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:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
2.	**Title of position:** *[ ]* **Name of candidate:**	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
3.	**Title of position:** *[ ]* **Name of candidate:**	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
4.	**Title of position:** *[ ]* **Name of candidate:**	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	
5.	**Title of position:** *[insert title]*	
	Name of candidate	
	Duration of appointment:	
	Time commitment: for this position:	
	Expected time schedule for this position:	

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 Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

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

Project	Role	Duration of involvement	Relevant experience
[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:	
Time commitment:	

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.

FORM ELI -1.1

Tenderer

InformationForm

Date:_____

ITT No. andtitle:_____

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 Procuring Entity 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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 Procuring Entity, in accordance with ITT 3.5. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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 Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3. ☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)**
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity:_____ Matter in dispute:_____ Party who initiated the dispute:____ Status of dispute:	
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. ☐ Litigation Historyin 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---------- Name of Procuring Entity: ---------- Address of Procuring Entity: ---------- Matter in dispute: ---------- Party who initiated the dispute: ---------- Reason(s) for Litigation and award decision -----	*[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.

FORM FIN – 3.1:

Financial Situation and Performance

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

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

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		

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 (suchas parent company or group member).

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

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

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

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

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

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.

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		

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

FORM EXP - 4.1

General Construction Experience

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

Page_____of_____pages

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

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				
Procuring Entity'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				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

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	

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				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

[2] If applicable

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

2. Activity No. Two
3. ……

OTHERFORMS

6. FORM OF TENDER

TO:_____*[Name of Employer)*_____*[Date]*

_____*[Name of Contract]*

Dear Sir,

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

2. We undertake, if our tender is accepted, to commence the Works as Soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works complised in the Contract within the time stated in the Appendix to Conditions of Contract.

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

4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

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

Dated this_____day of_____20_____

Signature_____in the capacity of_____

duly authorized to sign tenders for and on behalf of _____*[Name of Tenderer*] of_____[*Address of Tenderer]*

Witness; Name_____

Address_____

Signature_____

Date_____

1. We,theundersigned,furtherdeclarethat:

i) No reservations: We have examined and have no reservations to the tender document, including Addenda issuedinaccordancewithITT28;

ii) Eligibility:WemeettheeligibilityrequirementsandhavenoconflictofinterestinaccordancewithITT3and 4;

iii) Tender-SecuringDeclaration: WehavenotbeensuspendednordeclaredineligiblebytheProcuringEntity basedonexecutionofaTender-SecuringorProposal-SecuringDeclarationintheProcuringEntity'sCountry inaccordancewithITT19.8;

iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementationandcompletionspecifiedintheconstructionschedule,thefollowingWorks:*[insertabrief descriptionoftheWorks];*

v) Tender Price:The total price of our Tender,excluding any discounts offer edinitem1above is:*[Insertoneof the optionns below as appropriate]*

vi Option1,incase of one lot:Total price is:*[insert the total price of the Tender in words and figures,indicating the various amounts and the respective currencies*];or

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 (sumofalllots)[*insertthetotalpriceofalllotsinwordsandfigures,indicating thevariousamountsandtherespectivecurrencies*];

vii) Discounts:Thediscountsofferedandthemethodologyfortheirapplicationare:

viii) Thediscountsofferedare:[*Specifyindetaileachdiscountoffered.*]

ix) Theexactmethodofcalculationstodeterminethenetpriceafterapplicationofdiscountsisshownbelow: [*Specifyindetailthemethodthatshallbeusedtoapplythediscounts*];

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),anditshallremainbindinguponusandmaybeacceptedatanytimebeforetheexpirationofthat period;

xi) Performance Security:Ifour Tender is accepted,we commit to obtaina Performance Security in accordance with the Tenderingd ocument;

xii) OneTender Pe Tender: WearenotsubmittinganyotherTender(s)asanindividualTender,andwearenot participating in any other Tender(s) as a Joint Venture member or as a sub-contractor, and meet the requirementsofITT3.4,otherthanalternativeTenderssubmittedinaccordancewithITT13.3;

xiii) SuspensionandDebarment:We,alongwithanyofoursubcontractors,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 RegulatoryAuthorityoranyotherentityoftheGovernmentofKenya,oranyinternationalorganization.

xiv) State-ownedenterpriseorinstitution:[*select the appropriate option and deletetheother*][*Wearenotastate-ownedenterpriseorinstitution*]/[*Weareastate-ownedenterpriseorinstitutionbutmeettherequirementsof ITT3.8*];

xv) Commissions,gratuities,fees:Wehavepaid,orwillpaythefollowingcommissions,gratuities,orfeeswith respecttothetenderprocessorexecutionoftheContract:*[insertcompletenameofeachRecipient,itsfull address,thereasonforwhicheachcommissionorgratuitywaspaidandtheamountandcurrencyofeach suchcommissionorgratuity]*.

Name of Recipient	Address	Reason	Amount

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

xvi) BindingContract:WeunderstandthatthisTender,togetherwithyourwrittenacceptancethereofincludedin yourLetterofAcceptance,shallconstituteabindingcontractbetweenus,untilaformalcontractisprepared andexecuted;

xvii) NotBoundtoAccept:WeunderstandthatyouarenotboundtoacceptthelowestevaluatedcostTender,the MostAdvantageousTenderoranyotherTenderthatyoumayreceive;

xviii) FraudandCorruption:Weherebycertifythatwehavetakenstepstoensurethatnopersonactingforusoron ourbehalfengagesinanytypeofFraudandCorruption;and

xix) Collusivepractices:Weherebycertifyandconfirmthatthetenderisgenuine,non-collusiveandmadewith the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of IndependentTenderDetermination"attachedbelow.

xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copyavailablefrom_____(*specifywebsite*)duringtheprocurementprocessandthe executionofanyresultingcontract.

xxi) We,theTenderer,havecompletedfullyandsignedthefollowingFormsaspartofourTender:

a) Tenderer'sEligibility;ConfidentialBusinessQuestionnaire-toestablishwearenotinanyconflictto interest.

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

(a) Self-DeclarationoftheTenderer-todeclarethatwewill,ifawardedacontract,notengageinanyform offraudandcorruption.

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

Further,weconfirmthatwehavereadandunderstoodthefullcontentandscopeoffraudandcorruptionas informedin**"Appendix1-FraudandCorruption**"attachedtotheFormofTender.

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.*
***PersonsigningtheTendershallhavethepowerofattorneygivenbytheTenderertobeattachedwiththe Tender.*

(a) **TENDERER'SELIGIBILITY-CONFIDENTIALBUSINESSQUESTIONNAIRE**

Instruction to Tenderer

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

(a) Tenderer'sdetails

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

General and Specific Details

(b) Sole Proprietor, provide the followingdetails.

Name in full_____Age_____
Nationality_____Country of Origin_____
Citizenship_____

(c) Partnership, provide the followingdetails.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) Registered Company, provide the followingdetails.

I) Private or public Company _____

ii) State the nominal and issued capital of the Company_____

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

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) DISCLOSUREOFINTEREST-InterestoftheFirmintheProcuringEntity.

i) Arethereanyperson/personsin…..... (*NameofProcuringEntity)*whohas/haveaninterest orrelationshipinthisfirm?Yes/No……

If yes, provide details as follows.

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

(iii) Conflict of interest disclosure

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

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

Certification

OnbehalfoftheTenderer,Icertifythattheinformationgivenaboveiscomplete,currentandaccurateasatthedateof submission.

FullName_____

TitleorDesignation_____

_____ _____

(Signature) *(Date)*

b) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I,theundersigned,insubmittingtheaccompanyingLetterofTendertothe_____
_____*[NameofProcuringEntity]*for:
_____*[Name and number of tender]* in
responsetotherequestfortendersmadeby:_____*[Name of Tenderer]* do hereby makethefollowingstatementsthatIcertifytobetrueandcompleteineveryrespect:

Icertify,onbehalfof_____*[NameofTenderer]*that:

1. IhavereadandIunderstandthecontentsofthisCertificate;

2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. IamtheauthorizedrepresentativeoftheTendererwithauthoritytosignthisCertificate,andtosubmittheTender onbehalfoftheTenderer;

4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individualororganization,otherthantheTenderer,whetherornotaffiliatedwiththeTenderer,who:

   a) Has been requestedtosubmitaTenderinresponsetothisrequestfortenders;
   b) couldpotentiallysubmitatenderinresponsetothisrequestfortenders,basedontheirqualifications,abilities orexperience;

5. TheTendererdisclosesthat[checkoneofthefollowing,asapplicable]:

   a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreementorarrangementwith,anycompetitor;

   b) theTendererhasenteredintoconsultations,communications,agreementsorarrangementswithoneormore 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,agreementsorarrangements;

6. Inparticular,withoutlimitingthegeneralityofparagraphs(5)(a)or(5)(b)above,therehasbeennoconsultation, communication,agreementorarrangementwithanycompetitorregarding:

   a) prices;
   b) methods,factorsorformulasusedtocalculateprices;
   c) theintentionordecisiontosubmit,ornottosubmit,atender;or
   d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specificallydisclosedpursuanttoparagraph(5)(b)above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regardingthequality,quantity,specificationsordeliveryparticularsoftheworksorservicestowhichthisrequest fortendersrelates,exceptasspecificallyauthorizedbytheprocuringauthorityorasspecificallydisclosedpursuant toparagraph(5)(b)above;

8. ThetermsoftheTenderhavenotbeen,andwillnotbe,knowinglydisclosedbytheTenderer,directlyorindirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichevercomesfirst,unlessotherwiserequiredbylaworasspecificallydisclosedpursuanttoparagraph(5)(b) above.

Name_____
Title_____
Date _____

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

(c) SELF-DECLARATIONFORMS

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 Procuring entity)* and duly authorized and competent to make this statement.

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

3. THAT what is deponed to 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 ……..... (insertnameoftheCompany)whoisaBidderinrespect of**TenderNo.....**for ……*(insert tender title/description)* for .....*(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THATtheaforesaidBidder,itsservantsand/oragents/subcontractorswillnotengageinanycorruptorfraudulent practiceandhasnotbeenrequestedtopayanyinducementtoanymemberoftheBoard,Management,Staffand/or employees and/or agents of .....*(insert name of the Procuring entity)* which is the procuring entity.

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

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

5. THATwhatisdeponedtohereinaboveistruetothebestofmyknowledgeinformationandbelief.

……	……	…….....……
(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 PublicProcurement&AssetDisposalAct,2015,RegulationsandtheCodeofEthicsforpersonsparticipatinginPublic ProcurementandAssetDisposalandmyresponsibilitiesundertheCode.

IdoherebycommittoabidebytheprovisionsoftheCodeofEthicsforpersonsparticipatinginPublicProcurementand AssetDisposal.

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) APPENDIX1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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 PublicProcurementProcessesandContractsthataregovernedbythelawsofKenya.

2. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providersorSuppliers;anyAgents(whetherdeclaredornot);andanyoftheirPersonnel,involvedandengagedin procurementunderKenya'sLawsandRegulation,observethehigheststandardofethicsduringtheprocurement process,selection and contract execution of all contracts, and refrain from Fraud and Corruption and fullycomplywithKenya'slawsandRegulationsasperparagraphs1.1above.

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,andConflictsofInterestinprocurementincludingconsequencesforoffencescommitted.Afewofthe provisionsnotedbelowhighlightKenya'spolicyofnotoleranceforsuchpracticesandbehavior:

1) A persontowhomthisActappliesshallnotbeinvolvedinanycorrupt,coercive,obstructive,collusiveor fraudulentpractice;orconflictsofinterestinanyprocurementorassetdisposalproceeding;

2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commitsan offence;

3) Withoutlimitingthegeneralityofthesubsection(1)and(2),thepersonshallbe: -

   a) disqualifiedfromenteringintoacontractforaprocurementorassetdisposalproceeding;or

   b) ifacontracthasalreadybeenenteredintowiththeperson,thecontractshallbevoidable;

4) Thevoidingofacontractbytheprocuringentityundersubsection(7)doesnotlimitanylegalremedythe procuringentitymayhave;

5) AnemployeeoragentoftheprocuringentityoramemberoftheBoardorcommitteeoftheprocuringentity whohasaconflictofinterestwithrespecttoaprocurement: -

   a) Shallnottakepartintheprocurementproceedings;

   b) shallnot,afteraprocurementcontracthasbeenenteredinto,takepartinanydecisionrelatingtothe procurementorcontract;and

   c) shallnotbeasubcontractorforthetendertowhomwasawardedcontract,oramemberofthegroupof tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirementsofthisAct.

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) Ifapersoncontravenessubsection(1)withrespecttoaconflictofinterestdescribedinsubsection(5)(a)and thecontractisawardedtothepersonorhisrelativeortoanotherpersoninwhomoneofthemhadadirector indirectpecuniaryinterest,thecontractshallbeterminatedandallcostsincurredbythepublicentityshallbe madegoodbytheawardingofficer.Etc.

3. IncompliancewithKenya'slaws,regulationsandpoliciesmentionedabove,theProcuringEntity:

a) Definesbroadly, for the purposesoftheaboveprovisions,thetermssetforthbelowasfollows:

i) “corruptpractice” is the offering,giving,receiving,orsoliciting,directlyorindirectly,ofanythingof valuetoinfluenceimproperlytheactionsofanotherparty;

ii) “fraudulentpractice”isanyactoromission, including isrepresentation,thatknowinglyorrecklessly misleads,orattemptstomislead,apartytoobtainfinancialorotherbenefitortoavoidanobligation;

iii) “collusivepractice”isanarrangementbetweentwoormorepartiesdesignedtoachieveanimproper purpose,includingtoinfluenceimproperlytheactionsofanotherparty;“coercivepractice”isimpairingorharming,ort hreateningtoimpairorharm,directlyorindirectly,any partyorthepropertyofthepartytoinfluenceimproperlytheactionsofaparty;

iv) “obstructivepractice”is:

- Deliberatelydestroying,falsifying,altering,orconcealingofevidencematerialtotheinvestigation 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/orthreatening,harassing,orintimidatinganypartytopreventitfromdisclosingitsknowledge ofmattersrelevanttotheinvestigationorfrompursuingtheinvestigation;or

- acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspectionandauditrightsprovidedforunderparagraph2.3e.below.

b) Definesmorespecifically,inaccordancewiththeaboveprocurementActprovisionssetforthforfraudulent andcollusivepracticesasfollows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal processortheexerciseofacontracttothedetrimentoftheprocuringentityorthetendererorthecontractor, andincludescollusivepracticesamongsttendererspriortooraftertendersubmissiondesignedtoestablish tenderpricesatartificialnon-competitivelevelsandtodeprivetheprocuringentityofthebenefitsoffreeand opencompetition.

c) Rejectsaproposalforaward[1]ofacontractifPPRAdeterminesthatthefirmorindividualrecommendedfor award,anyofitspersonnel,oritsagents,oritssub-consultants,sub-contractors,serviceproviders,suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructivepracticesincompetingforthecontractinquestion;

d) Pursuant to the Kenya's above stated Acts and Regulations, may recommend to appropriateauthority(ies)forsanctioninganddebarmentofafirmorindividual, as applicable undertheActs andRegulations;

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring(i) Tenderers(applicants/proposers),Consultants,Contractors,andSuppliers,andtheir Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authorityappointedbyGovernmentofKenyatoinspect[2]allaccounts,recordsandotherdocumentsrelating to the procurement process, selection and/or contract execution, and to have them audited by auditorsappointedbythePPRAoranyotherappropriateauthorityappointedbyGovernmentofKenya;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/willnotengageinanycorruptorfraudulentpractices.

---

[1] *Fortheavoidanceofdoubt,aparty'sineligibilitytobeawardedacontractshallincludee,withoutlimitation,(i)applyingforpre-qualification,expressinginterestin a consultancy,andtendering,eitherdirectlyorasanominatedsub-contractor,nominatedconsultant,nominatedmanufacturerorsupplier,ornominatedservice provider,inrespectofsuchcontract,and(ii)enteringintoanaddendumoramendmentintroducingamaterialmodificationtoanyexistingcontract*.

[2] *Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or personsappointedbytheProcuringEntitytoaddressspecificmattersrelatedtoinvestigations/audits,suchasevaluatingtheveracityofanallegationofpossible FraudandCorruption,throughtheappropriatemechanisms.Suchactivityincludesbutisnotlimitedto:accessingandexaminingafirm'sorindividual'sfinancial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copyor electronicformat)deemedrelevantfortheinvestigation/audit,andmakingcopiesthereofasrelevant;interviewingstaffandotherrelevantindividuals;performing physicalinspectionsandsitevisits;andobtainingthirdpartyverificationofinformation.*

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

Beneficiary:_____

Request forTenders No:

_____

Date:_____

TENDER GUARANTEE No.:_____

Guarantor: _____

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

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

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

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

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

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

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

_____

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

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

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

Sealed with the Common Seal of the said Guarantor this __day of_____20___.

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

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

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

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

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

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

_____ _____

[Date] *[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:..... *[insertcompletenameofPurchaser]* I/We,theundersigned,declarethat:

1. I/Weunderstandthat, according to yourconditions,bidsmustbesupportedbyaTender-SecuringDeclaration.

2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaserfortheperiodoftimeof[insertnumberofmonthsoryears]startingon[insertdate],ifweareinbreachof ourobligation(s)underthebidconditions,becausewe–(a)havewithdrawnourtenderduringtheperiodoftender validityspecifiedbyusintheTenderingDataSheet;or(b)havingbeennotifiedoftheacceptanceofourBidbythe Purchaserduringtheperiodofbidvalidity,(i)failorrefusetoexecutetheContract,ifrequired,or(ii)failorrefuse tofurnishthePerformanceSecurity,inaccordancewiththeinstructionstotenders.

3. I/WeunderstandthatthisTenderSecuringDeclarationshallexpireifwearenotthesuccessfulTenderer(s),upon theearlierof:
   a) Ourreceiptofacopyofyournotificationofthenameofthesuccessful Tenderer;or
   b) thirtydaysaftertheexpirationofourTender.

4. I/WeunderstandthatifIam/weare/inaJointVenture,theTenderSecuringDeclarationmustbeinthenameofthe JointVenturethatsubmitsthebid, and the JointVenturehasnotbeenlegallyconstitutedatthetimeofbidding,the TenderSecuringDeclarationshallbeinthenamesofallfuturepartnersasnamedintheletterofintent.

Signed:……..……..

Capacity/title(directororpartnerorsoleproprietor,etc.) …….…….....…….

Name:……..

Dulyauthorizedtosignthebidforandonbehalfof:*[insertcompletenameofTenderer]*

Dated on ……. day of ……..,..... *[Insertdateofsigning]* 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 Procuring Entity*]

PARTII - WORKS REQUIREMENTS

SECTION V - BILLS OF QUANTITIES

A. NotesandSampleItemsforPreparingaBillofQuantities

1. These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity 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 thespecifications, descriptionsandquantitiesofWorkstobeperformedtoenabletenderstobepreparedefficientlyandaccurately andwhenacontracthasbeenenteredinto,toprovideapricedBillofQuantitiesforuseintheperiodicvaluationof Worksexecuted.Inordertoattaintheseobjectives,WorksshouldbeitemizedintheBillofQuantitiesinsufficient 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 withtheserequirements,thelayoutandcontentoftheBillofQuantitiesshouldbeassimpleandclearaspossible.

3. TheBillsofQuantitiesshouldbedividedgenerallyintothefollowingsections:

   a) Preambles
   b) Preliminaryitems
   c) WorkItems
   c) DayworkSchedule;and
   d) Provisionalitems
   e) Summary.

4 NOTESTOPREPARINGPREAMBLES

The Preambles should include only those items that constitute the cost of the works but would not be priced separatelyastheyareexpectedtobeincludedintheunitprices.Careshouldbetakentoensurethattheseitemsare notarepetitionoftheconditionsofcontract.ThePreamblesshouldindicatetheinclusivenessoftheunitpricesand shouldstatethemethodsofmeasurementthathavebeenadoptedinthepreparationoftheBillofQuantities,that aretobeusedforthemeasurementofanypartoftheWorks.Theunitsofmeasurementandabbreviationsshouldbe defined and anymandatory national units defined and described. The methods of and procedure for re-measurementshouldbedescribedinthePreambles.

Units of Measurement-Thefollowing units of measurement and abbreviationsshall be used,unless other national units aremandatory 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		

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

The quantities given in the Bills of Quantities are estimated and partly provisional and are given to provide acommonbasisfortendering.Thebasisofpaymentwillbetheactualquantitiesofworkorderedandcarriedout, asmeasuredbytheContractorandverifiedbytheArchitectandvaluedattheratesandpricestenderinthepriced

BillsofQuantities,whereapplicable,andotherwiseatsuchratesandpricesastheArchitectmayfixwithinthe termsoftheContract.

TheratesandpricestenderinthepricedBillsofQuantitiesshall,exceptinsofarasitisotherwiseprovidedunder theContract,includeallConstructionalPlant,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.

ArateorpriceshallbeenteredagainsteachiteminthepricedBillofQuantities,whetherquantitiesarestatedor not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be coveredbyotherratesandpricesenteredintheBillofQuantities.

ThewholecostofcomplyingwiththeprovisionsoftheContractshallbeincludedintheItemsprovide dinthe pricedBillsofQuantities,andwherenoItemsareprovided,thecostshallbedeemedtobedistributedam ongthe ratesandpricesenteredfortherelatedItemsofWork.

General directions and descriptions of work and materials are not necessarily repeated nor summarized in the BillsofQuantities.ReferencestotherelevantsectionsoftheContractdocumentsshallbemadebeforeentering pricesagainsteachiteminthepricedBillsofQuantities.

ProvisionalSumsandcontingencysumsincludedandsodesignatedintheBillsofQuantitiesshallbeexpended inwholeorinpartatthedirectionanddiscretionoftheArchitectinaccordancewithSub-Clause13.5andClause13.6 of the General Conditions of contract.

InpreparingtheBillsofQuantities,notesshouldberemovedastheyareintendedtoguidethepersonpreparing theTenderDocuments.TheContractormustallowinhisratesforanycostsassociatedwithandcomplyingwith therequirementsinthePreambles.

Should a tenderer/contractor not price any item in any section of the Bills of Quantities including Preliminary items,itwillbeassumedthathe/shehasspreaditscostinotherareasthathe/shewillhavepriced.Therefore,the itemoritemswillbeexecutedwithoutanyadditionalcostsorwithoutbeingtreatedlikevariations.

5. NOTESONPREPARINGBILLSOFQUANTITIES

ThePreliminaryItemsshouldbelimitedtotangibleitemsthatshouldbepricedbythetenderer,areidentifiable andcanbepricedseparatelyandincludedintheinterimvaluationsprecisely.Suchitemsmayincludesuc hitems assiteoffice,noticeboards,andothertemporaryworks,otherwiseitemssuchassecurityfortheWorksw hichare primarilypartoftheContractor'sobligationsshouldbeincludedintheContractor'srates.

TheworkitemsintheBillsofQuantitiesshouldbegroupedintosectionstodistinguishbetweenthosepartsofthe 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 groupedasaseparatesectionintheBillofQuantities.

Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowanceshouldbemadeforbulking,shrinkageorwaste.Quantitiesshouldberoundedupwhereappropriate.

Wherethemeasureditemsaredeemednottobeexactbecauseofthelikelihoodthatthescopecanchangeduring theexecutionoftheworks,suchitemscouldbesubjecttore-measurement,theword**"provisional"**shouldbe usedtoidentifysuchcases.Wherewholesectionsoftheworkitemsfallinthisclass,forexamplefoundations, they should be labelled "Provisional Quantities" or "Provisional Items" so that the Tenderer/Contractor is advisedupfrontthatsuchitemsaresubjecttore-measurementtodonebeforesuchworkiscover-up.

AllitemsthathavenotbeenmeasuredandthereforenotsubjecttotenderspricingshouldbelistedintheBillsof Quantitiesas **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 deemednotpossibletomeasureelectricalworksbeforegoingtotenderbecausedetaildesignsarenot ready, a provisional sum can be allowed in the Bills of Quantities for "Installation of Electrical Works" to be executed laterwhenactualdesigndetailsarecompleted.Totheextentnotcoveredabove,thereshouldbeintheBillsof Quantitiesageneralprovisionforphysicalandfinancialcontingenciesmadeasa"ProvisionalSumfor

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.

Provisional sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoidedandinsteadBillsofQuantitiesofthespecializedWorksshouldbeincludedasasectionofthemainBills of Quantities to bepriced by the Main Contractor. The Main Contractor should be required to indicate the name(s) of the specialized firmshe proposes to engage to carryout the specialized Works as his approved domesticsub-contractors.Onlyprovisionalsumstocoverspecialized Worksbystatutoryauthoritiesshouldbe includedintheBillsofQuantities.

ADayworkScheduleshouldbeincludediftheprobabilityofunforeseenwork,outsidetheitemsincludedinthe BillofQuantities,isrelativelyhigh.TofacilitatecheckingbytheProcuringEntityoftherealismofrate squotedbythetenderers,theDayworkScheduleshouldnormallycomprise:

i) Alistofthevariousclassesoflabor,andmaterialsforwhichbasic.

ii) Dayworkratesandpricesforvariouscategoriesoflaboraretobeinsertedbythetenderer,togetherwitha statementoftheconditionsunderwhichtheContractorwillbepaidforWorkexecutedonaDayworkbasis.

iii) A percentagetobeenteredbythetendereragainsteachbasicDayworkitem.

iv) Subtotalamountforlabor,materialsandplantrepresentingtheContractor'sprofit,overheads,supervision andothercharges.

The Summary should contain a tabulation of the separate parts of the Bills of Quantities carried forward, with provisionalsumsforDaywork,ProvisionalsumsandContingencies,andprovisionforTotalCosting.Thelast lineshouldallowfortenderertoindicateanydiscountsbeforearrivingatatotalcostcarriedforwardtotheForm ofTender.

BILLS OF QUANTITIES

(a) Preambles

1. The method of measurement of completed work for payment shall be in accordance with *[insert the name of a standard reference guide, or full details of the methods to be used]*.

2. The Site is situated in (*provide full description where the site is situated, coordinates from the nearest known landmark like a town anditssize*)_____It is approximately_____Kilometers from Nairobi.Accesstothesiteshallbethrough_____,

   Which is an existing public road. Any damage caused to the surfaces of this road shall be made good at the Contractor'sexpense.TheContractorshallvisitthesiteandacquaintitselfwithitsnatureandposition,thenature of the ground, substrata and other local conditions, positions of existing power, water and other services, access roads or any other limitations that might affect his cost or progress. No claim for extras shall be considered on accountoflackofknowledgeinthisrespect.

3. The Contractor shall obtain the Architect's approval on the siting of all temporary buildings, spoil heaps, temporary access path, and storage of materials. The Contractor shall also obtain the Architect approval and directionregardingtheuseofanymaterialsfoundontheSite.

4. ThedrawingsusedinthepreparationoftheseBillsofQuantitiescanbeinspectedattheofficesoftheProcuring EntityorProcuringEntity'sRepresentativeduringnormalworkinghours.TwosetsoftheWorkingDrawingsshall beprovidedtothecontractorbutadditionalcopiesshallbeprovidedatacosttobedeterminedbytheEngineer.

5. The Contractor shall allow for the payment of all bank charges in connection with the procurement of Bank GuaranteesandstampchargesinconnectionwiththiscontractAgreement.

6. TheContractorshallcarryoutthevarioussectionsoftheWorksinsuchanorderastheArchitectMaydirect.The ProcuringEntityreservestherighttooccupytheWorksbysectionsoncompletionprovidedthatsuchoccupation isconsideredtobebothpracticalandreasonableandwillnotinterferewiththeWorks.TheContractorshallallow anycostsassociatedwithsuchoccupation.
7. ThemainContractorwillbefullyresponsibleforpayinghisSub-ContractorbuttheProcuringEntityreservesthe right in very exceptional circumstances to make such payments direct in the interests of the project where the completion thereof might be jeopardized by any dispute or vicariousness between the Contractor and the Sub- Contractorinvolve.
8. TheContractorshallcompleteanddelivertheWorks in the periodinsertedintheFormofTenderashistimefor completion of the Works from the date for Possession, to be agreed with the Engineer. The Contract Period is presumedtohavebeencalculatedmakingdueallowanceforseasonalinclementweatherconditions.Noclaimfor extensionoftimeduetothenormalinclementweatherforthisareashallbeentertained.

9. TheContractorshall,uponreceivinginstructionstoproceedwiththeWorks,drawupaProgrammeandProgress ChartsettingouttheorderinwhichtheWorksaretobecarriedout, with the appropriatedatesthereof.ThisChart shallbeagreedwiththeArchitectandnodeviationfromtheordersetoutinitwillbepermittedwithoutthewritten consentoftheEngineer.TheContractorwillberesponsibleforarrangingtheaboveprogrammewithallhis sub-ContractorsandSpecialties.TheContractorshallallowinhisratesforcarryingoutthisexercise,andforupdating it asrequired.

10. TheContractorshallsubmittotheArchitectonthefirstdayofeachweekorsuchlongerperiodastheArchitect fromtimetotimedirect,aProgressReportandanyinformationfortheproceedingperiod,showingtheprogress duringtheperiodandtheup-to-datecumulativeprogressonallimportantitemsofeachsectionorportionofthe Works.

11. TheContractorshallarrangeforphotographsoftheSitetobetakenbyaprofessionalphotographerapprovedby theEngineer.ThePhotographsshallprovidearecordoftheSiteandadjacentareaspriortothecommencementof theWorksandshallcoversuchportionoftheworksinprogressandcompletionastheArchitectshalldirect.All printsshallbefullplatesize,unmounted,andmarkedonthereversesidewiththedateofexposure,identification reference and brief description. The copyright of all photographs shall be vested in the Procuring Entity. The negativesandfourprintsfromeachnegativeshallbedeliveredtotheArchitectwithintwoweeksofexposure.

12. Figured dimensions are to be followed in preference to dimensions scaled from the Drawings, but whenever possible dimensions are to be taken on the Site or from the buildings. Before any work is commenced by Sub- Contractors or Specialist Firms, dimensions must be checked on the site comparable dimensions shown on the drawings.TheContractorshallberesponsiblefortheaccuracyofsuchdimensions.

13. PriortocommencementofanyworktheContractoristoascertainfromtherelevantAuthoritiestheexactposition, depthandlevelofallexistingelectriccables,waterpipesorotherservicesintheareaandheshallmakewhatever 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. Where appropriate the Contractorshallopenupthegroundinadvanceofthemainworkbyhanddiggingifnecessary,tolocateprecisely thepositionanddetailsoftheserviceswhicharelikelytoaffecthisoperations.

14. TheContractorshallincludeinhispricesforthetransportofmaterials,workmen,etc./,toandfromthesiteofthe proposedworks,atsuchhoursandbysuchrouteasarepermittedbytheAuthorities.

15. TheContractorwillberequiredtomakegood,athisownexpenseanddamagehemaycausetothepresentroad surface and pavements within or beyond the boundary of the Site, during the period of the works. All existing paths, storm water channels, etc., that may be destroyed or damaged during the progress of the Works shall be reinstatedbytheContractortothesatisfactionoftheEngineer.

16. TheContractoristoallowforcomplyingwithallinstructionsandregulationsofthe PoliceAuthorities.

17. Allwatershallbefresh,cleanandpure,freefromearthly,vegetableororganicmatter,acidoralkalinesubstancein solution. The Contractor shall provide at his own risk and cost all water for use in connection with the Works, (includingworksofsub– contractors).Ifneedbe,heshallmakearrangementswiththeLocalWaterAuthorityfor theinstallationofaseparatemeterforallwaterusedbyhimthroughouttheContractandpayallcostandfeesin connection therewith. He shall also provide temporary storage tanks and tubing, etc., as may be necessary,and clearawayatcompletion.

18. The Contractor shall provide all artificial lighting and power for his own use on the Works, (including Sub – Contractor's) including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractorshallpayallfeesandobtainallpermitsinconnectiontherewith.

19. The Contractor shall constantly keep on the Works a Literate English-speaking Agent or Representative, competentandexperiencedinthekindofworkinvolved,whoshallgivehiswholetimetothesuperintendenceof the works. (Including works of sub – contractors). Such Agent or Representative shall receive on behalf of the ContractordirectionsandinstructionfromtheEngineer,andsuchdirectionsandinstructionsshallbedeemedtobe giventothecontractorinaccordancewiththeConditionsofContract.TheAgentshallnotbereplacedwithoutthe specificapprovaloftheEngineer.

20. TheContractorshallensurethatthesafetyofhisworkpeopleandallauthorizedvisitorstothesiteareprotectedat alltimes.Inparticular,thereshallbetheproperprovisionofguard–railstoscaffolding,protectionagainstfalling materials,toolsonsite,dust,nailandothersharpobjects.Thesiteshallbekepttidyandclearofdangerousrubbish. The Architect shall be empowered to suspend work on site should it be considered this condition is not being observedandnoclaimarisingfromsuchsuspensionwillbeallowed.

21. TheareasavailabletotheContractorforworkyards,officesandotherfacilitiesshallbedirectedbytheArchitect and any existing features to remain shall be protected from damage throughout the Contract Period and handed back in good condition when they are vacated at the end of the Contract. If additional areas are required, the contractorshallsourcethenatowncost.

22. TheContractorshallgivetheArchitectreasonablenoticeoftheintentiontosetoutortakelevelsforanypartofthe Workssothatarrangementsmaybemadeforcheckingthework.Theaccuracyofsettingoutandlevelingshallbe withinthetolerancesspecifiedintheSpecificationsorontheDrawings.Thecheckingofsettingoutorlevelingby theArchitectshallnotrelievetheContractorofhisdutiesorresponsibilitiesundertheContract.

23. TheContractormusttakestepsnecessarytosafeguardandshallbeheldfullyresponsibleforanydamagecausedto existingandadjacentproperty,includingbuildingsthatarenotasubjectofdemolition.Heshallmakegoodathis owncostdamagetopersonsandpropertycausedthereon,andheshallindemnifytheProcuringEntityagainstany lossorclaimthatmayarise.

24. The Contractor shall take such steps and exercise such care and diligence as to minimize nuisance arising from dust, noise or any other cause to the occupiers of the existing and adjacent property. He must provide such temporary and special screens and tarpaulins or gummy bags, hoarding, barriers, warning signs etc. as he considers necessary and sufficient for the protection of the existing and adjacent property and or prevention of nuisanceetc.asdirectedbyEngineer.

25. The Contractors attention is drawn to the standards levy order which was amended on 15thOctober 1998.Legal notice No.154 of 1998. The Contractor is required to pay a monthly level of 0.2% of his factory price of constructionworkswitheffectfromJanuary1999.Tenderershallallowforthisinthebuild-upofhisrates.

26. TheContractorshallprovidetemporarysheds,officesmeshrooms,sanitary,accommodationandothertemporary buildingsfortheuseofthecontractorandsub-contractors,includinglightingfurnitureequipmentandattendance.

27. Contractorshallprovide/buildlaborcampsatareastobeagreedwiththeEngineer.Laborcampsshallbecomplete withsanitaryaccommodationandfencinggates.

28. The Contractor must provide the necessary toilet facilities to the requirement and satisfaction of the Health Authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees duringtheperiodoftheWorksandremovewhennolongerrequired.

29. TheContractorshallprovideathisownriskandcostallwatchingandlightingasnecessarytosafeguardtheWorks, Plantandmaterialsagainstdamageandtheft.

30. TheContractorshallprovideallnecessaryhoists,tackle,plant,equipment,vehicles,toolsandappliancesofevery description for the due and satisfactory completion of the Works and shall remove the same on completion.All suchplant,toolsandequipmentshallcomplywithallregulationsinforcethroughouttheperiodoftheContract andshallbealteredoradoptedduringtheContractperiodasmaybenecessarytocomplywithanyamendmentsin oradditionstosuchregulations.

31. Provide,erectandmaintainallnecessaryscaffolding,sufficientlystrongandefficientforthedueperformanceof theworks,includingSub-ContractWorks,providespecialscaffoldingasrequiredbySub-Contractors,alterand adopt all scaffolding as and when required during the Works, and remove on completion. No scaffolding is measuredhereinafterandtheContractormustallowinhisratesforthis.

32. TheContractorshalltakeallnecessaryprecautionssuchastemporaryfencing,hoardingfans,plankedfootways, guard–railsgantriesscreen,etc., for the safecustodyoftheWorks,materialsandpublicprotectionandadjacent properties.

33. Coverupallandprotectfromdamage,includingdamagefrominclementweather,allfinishedworkandunfixed materials, including that of Sub-Contractors, etc., to the satisfaction of the Architect until the completion ofthe Contract.

34. The Contractor shall, after completion of the works, at his own expense, remove and clear away all surplus excavated demolition materials, plant, rubbish and unused materials and shall leave the whole of the Site and Worksinacleanandtidystatetothesatisfactionoftheengineer,sheds,camps,etc.Particularcareshallbetaken toleavecleanallfloorsandwindowsandtoremoveallpaintandcementallrubbishanddirtasitaccumulates.The Contractoristofindhisowndumpandshallpayallchargesinconnectiontherewith.

35. Concrete test cubes shall be prepared in a set of three, as described including testing fees, labor and materials, makingmolds,transport,handling,etc.Allowinyourratesformakingatleastfourcubesoneachoccasion,from differentbatches;theconcretebeingtakenfromthepointofdeposit.

36. TheContractorshallfurnishattheearliestpossibleopportunitybeforeworkcommences,andathisowncost,any samplesofmaterialsandworkmanshipthatmaybecalledforbytheArchitectfortheapprovalorrejection,and anyfurthersamples in the caseofrejection,untilsuchsamplesareapprovedbytheEngineer.Suchsamples,when approved,shallbetheminimumstandardfortheworktowhichtheyapply.Theprocedureforsubmittingsamples of materials for testing or approval and the method of marking for identification shall be as laid down by the Engineer.TheContractorshallallowinhisTenderforsuchsamplesandtests,includingthoseinconnectionwith his Sub-Contractorswork.

37. The Contractors attention is drawn to the Finance Bill of the year 2000/2001 on withholding tax on contractual paymentsection35(7)(i)(ii)whichbecameeffectiveon1stJuly2000.A3%withholdingtaxwillbeapplicableto allinterimpaymentsexceedingKshs .....forworkdoneinrespectofbuildingorcivilworks.The contractorshallallowforanycostsarisingresultingtherefrominthebuild-upofrates.

38. Blastingwillonlybeallowedwiththeexpresspermissionoftheengineerinwriting.Allblastingoperationsshall becarriedoutattheContractor'ssoleriskandcost,inaccordancewithanyGovernmentregulationsinforceforthe timebeing,andanyspecialregulationslaiddownbytheArchitectgoverningtheuseandstorageofexplosives.

39. The National Construction Authority is a state corporation established under the national constructionauthority ActNo.14of2011.ThebroadMandateoftheAuthorityistooverseetheconstructionindustryandcoordinateits development. The National Construction Authority Regulations 2014 with an effective date of 6thJune 2014, regulation25,-Allow0.5%ofthetendersum/contractsumforconstructionlevy.

40. The Contractor attention is drawn to Finance Bill of 1993 where VAT was introduced in all contracts for constructionservices.ThetendererisalsodrawntoVATActCap476clause19(9).Thetenderermustallowfor VAT1.19asinstructedelsewhere.

41. Thecontractorshallallowandpayforallinsurancetocoverrisksandindemnitiesrequired Items17and18ofthe ConditionsofcontractandalsospecifiedintheSpecialConditionsofContract.

SECTION VII – DRAWINGS

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

PART III - THE CONDITIONS OF CONTRACT AND CONTRACT

SECTION VIII - GENERAL CONDITIONS OF CONTRACT (GCC)

[Name of Procuring Entity]

[Name of Contract]

[ArchitectNameandAddress]

General Conditions of Contract

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1. GENERAL PROVISIONS

Definitions

InthisContract,exceptwherecontextotherwiserequires,thefollowingtermsshallbeinterpretedasindicatedbelow. 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.

"BillofQuantities"meansthepricedandcompletedBillofQuantitiesformingpartofthetender.

"CompletionDate"meansthedateofcompletionoftheWorksascertifiedbytheEngineer.

"ContractPrice"meansthepricedefinedinthecontractandthereafterasadjustedinaccordancewiththeprovisions of theContract.

"Contract" means the agreement entered into between the Procuring Entity 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'sEquipment"meansallapparatus,machinery,vehiclesandotherthingsrequiredfortheexecutionand completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works,ProcuringEntity'sEquipment(ifany),Plant,Materialsandanyotherthingsintendedtoformorformingpartof thePermanentWorks.

"Contractor'sPersonnel"meanstheContractor'sRepresentativeandallpersonnelwhomtheContractorutilizeson Site,whomayincludethestaff,laborandotheremployeesoftheContractorandofeachSubcontractor;andanyother personnelassistingtheContractorintheexecutionoftheWorks.

"Contractor'sRepresentative"meansthepersonnamedbytheContractorintheContractorappointedfromtimeto timebytheContractorwhoactsonbehalfoftheContractor.

"Contractor" means the person(s) named as contractor in the Form of Tender accepted by the Procuring Entity.

"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.

"DefectsNotificationPeriod"meanstheperiodfornotifyingdefectsintheWorks oraSection(asthecasemaybe) underSub-Clause11.1[CompletionofOutstandingWorkandRemedyingDefects],whichextendsoverthedaysstated intheSpecialConditionsofContract.

"Drawings"meansthedrawingsoftheWorks,asincludedintheContract,andanyadditionalandmodifieddrawings issuedby(oronbehalfof)theProcuringEntityinaccordancewiththeContract.

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

"FinalStatement"meansthestatementdefinedinSub-Clause14.11[ApplicationforFinalPaymentCertificate].

"ForceMajeure"isdefinedinClause19[ForceMajeure].

"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 Procuring Entity, 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.

"SpecialConditionsofContract"meansthepagescompletedbytheProcuringEntityentitledSpecialConditionsof ContractwhichconstitutePartAoftheSpecialConditions.

"Party" means the Procuring Entity or the Contractor, as the context requires.

"Payment Certificate" means a payment certificate issued under Clause 14 [ContractPriceandPayment].

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

"PerformanceSecurity"meansthesecurity(orsecurities,ifany)underSub-Clause4.2[PerformanceSecurity].

"PermanentWorks"meansthepermanentworkstobeexecutedbytheContractorundertheContract.

"Plant" means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works,includingvehiclespurchasedfortheProcuringEntityandrelatingtotheconstructionoroperationoftheWorks.

"Procuring Entity's Equipment" means the apparatus, machinery and vehicles (if any) made available by the

ProcuringEntityfortheuseoftheContractorintheexecutionoftheWorks,asstatedintheSpecification;butdoesnot includePlantwhichhasnotbeentakenoverbytheProcuringEntity.

"ProcuringEntity'sPersonnel"meanstheEngineer,theEngineer,theassistantsandallotherstaff,laborandother employees of the Architect and of the Procuring Entity; and any other personnel notified to the Contractor, by the ProcuringEntityortheEngineer,asProcuringEntity'sPersonnel.

"Procuring Entity" means the Entity named in the Special Conditions of Contract.

"Engineer"is the personnamedintheAppendixtoConditionsofContract(oranyothercompetentpersonappointed by the Procuring Entity 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 EngineersRegistrationActCap530.

"Engineer"meansthepersonappointedbytheProcuringEntitytoactastheArchitectforthepurposesoftheContract andnamedintheSpecialConditionsofContract,orotherpersonappointedfromtimetotimebytheProcuringEntity andnotifiedtotheContractor

"ProvisionalSum"meansasum(ifany)whichisspecifiedintheContractasaprovisionalsum, for the executionof anypartoftheWorksorforthesupplyofPlant,MaterialsorservicesunderSub-Clause13.5[ProvisionalSums].

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

"Schedules"meansthedocument(s)entitledschedules,completedbytheContractorandsubmittedwiththeFormof Tender,asincludedintheContract.

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

"SiteInvestigationReports"arethosereportsthatmaybeincludedinthetenderingdocumentswhicharefactualand interpretativeaboutthesurfaceandsub-surfaceconditionsattheSite.

"Site"meanstheplaceswherethePermanentWorksaretobeexecuted,includingstorageandworkingareas,andto whichPlantandMaterialsaretobedelivered,andanyotherplacesasmaybespecifiedintheContractasformingpartof theSite.

"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"meansastatementsubmittedbytheContractoraspartofanapplication,underClause14[ContractPrice andPayment], for a paymentcertificate.

"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 [Procuring Entity's Taking Over].

"TemporaryWorks"meansalltemporaryworksofeverykind(otherthanContractor'sEquipment)requiredonSite for the executionandcompletionofthePermanentWorksandtheremedyingofanydefects.

"Temporaryworks"meansworksdesigned,constructed,installed,andremovedbytheContractorwhichareneeded forconstructionorinstallationoftheWorks.

"Tender"meanstheFormofTenderandallotherdocumentswhichtheContractorsubmittedwiththeFormofTender, asincludedintheContract.

"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 Procuring Entity.

"TestsonCompletion"meansthetestswhicharespecifiedintheContractoragreedbybothPartiesorinstructedasa Variation,andwhicharecarriedoutunderClause9[TestsonCompletion]beforetheWorksoraSection(as the case maybe)aretakenoverbytheProcuringEntity.

"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"meansanychangetotheWorks,whichisinstructedorapprovedasavariationunderClause13[Variations andAdjustments].

"Works" means the items the Procuring Entity requires the Contractor to undertake as defined in the Appendix to ConditionsofContract.**"Works"may**alsomeanthePermanentWorksandtheTemporaryWorks,oreitherofthemas appropriate.

Interpretation

In the Contract, except where the context requires otherwise:

a) Wordsindicatingonegenderincludeallgenders;
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 inapermanentrecord;and

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

Communications

WherevertheseConditionsprovideforthegivingorissuingofapprovals,certificates,consents,determin ations, notices,requestsanddischarges,thesecommunicationsshallbe:

a) Inwritinganddeliveredbyhand(againstreceipt),sentbymailorcourier,or transmitted using any of theagreedsystemsofelectronictransmissionasstatedintheSpecialConditionsofContract;and
b) delivered,sentortransmittedtotheaddressfortherecipient'scommunicationsasstated inthe SpecialConditionsofContract.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.

Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificateisissuedtoaParty,thecertifiershallsendacopytotheotherParty.Whenanoticeisissuedtoa Party, bytheotherPartyortheEngineer,acopyshallbesenttotheArchitectortheotherParty,as the casemaybe.

Law andLanguage

TheContractshallbegovernedbythelawsof**Kenya.**

TherulinglanguageoftheContractshallbe**English.**

PriorityofDocuments

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) TheContractAgreement,
b) TheLetterofAcceptance,
c) TheSpecialConditions–PartA,
d) theSpecialConditions–PartB
e) theGeneralConditionsofContract
f) theFormofTender,
g) theSpecificationsandBillsofQuantities
h) the Drawings,and
i) theSchedulesandanyotherdocumentsformingpartoftheContract.

Ifanambiguityordiscrepancyisfoundinthedocuments,theArchitectshallissueanynecessaryclarificationor instruction.

ContractAgreement

The Parties shall enter into a Contract Agreement within 14 days after the Contractor receives the Contract Agreement,unlesstheSpecialConditionsestablishotherwise.TheContractAgreementshallbebaseduponthe formannexedtotheSpecialConditions.Thecostsofstampdutiesandsimilarcharges(ifany)imposedbylawin connectionwithentryintotheContractAgreementshallbebornebytheProcuringEntity.

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) MayassignthewholeoranypartwiththepriorconsentoftheprocuringEntity,and
b) may,assecurityinfavorofabankorfinancialinstitution,assignitsrighttomoneysdue,ortobecomedue, undertheContract.

CareandSupplyofDocuments

TheSpecificationsandDrawingsshallbeinthecustodyandcareoftheProcuringEntity.Unlessotherwisestated in the Contract, two copies of the Contract and of each subsequent Drawings and Bills of Quantities shall be suppliedtotheContractor,whomaymakeorrequestfurthercopiesatthecostoftheContractor.

EachoftheContractor'sDocumentsshallbeinthecustodyandcareoftheContractor,unlessanduntiltak enover bytheProcuringEntity.UnlessotherwisestatedintheContract,theContractorshallsupplytotheArchit ecttwo copiesofeachoftheContractor'sDocuments.

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.TheProcuringEntity'sPersonnelshallhavetherightofaccesstoallthesedocumentsatallreasonable times.

IfaPartybecomesawareofanerrorordefectinadocumentwhichwaspreparedforuseinexecutingthe Works, thePartyshallpromptlygivenoticetotheotherPartyofsucherrorordefect.

TimelyprovisionofDrawingsorInstructions

TheContractorshallgivenoticetotheArchitectwhenevertheWorksarelikelytobedelayedordisruptedifany necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable.Thenoticeshallincludedetailsofthenecessarydrawingorinstruction,detailsofwhyandbywhen itshouldbeissued,and the natureandamountofthedelayordisruptionlikelytobesufferedifitislate.

If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Architect to issue the notified drawingorinstructionwithinatimewhichisreasonableandisspecifiedinthenoticewithsupportingdetails,the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor'sClaims]to:

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

b) paymentofanyotherassociatedcostsaccrued,whichshallbeincludedintheContractPrice.

After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations]toagreeordeterminethesematters.

However, if and to the extent that the Architect failure was caused by any error or delay by the Contractor, includinganerrorin,ordelayinthesubmissionof,anyoftheContractor'sDocuments,theContractorshallnot beentitledtosuchextensionoftime,orcostsaccrued.

ProcuringEntity'sUseofContractor'sDocuments

AsagreedbetweentheParties,theContractorshallretainthecopyrightandotherintellectualpropertyrightsin theContractor'sDocumentsandotherdesigndocumentsmadeby(oronbehalfof)theContractor.

The Contractor shall be deemed (by signing the Contract) to give to the Procuring Entity a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, includingmakingandusingmodificationsofthem.Thislicenseshall:

a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
b) entitleanypersoninproperpossessionoftherelevantpartoftheWorkstocopy,useandcommunicatethe Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairinganddemolishingtheWorks,and
c) in the caseofContractor'sDocumentswhichareintheformofcomputerprogramsandothersoftware, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacementsofanycomputerssuppliedbytheContractor.

TheContractor'sDocumentsandotherdesigndocumentsmadeby(oronbehalfof)theContractorshallnot, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the ProcuringEntityforpurposesotherthanthosepermittedunderSub-Clause1.10.2.

Contractor'sUseofProcuringEntity'sDocuments

AsagreedbetweentheParties,theProcuringEntityshallretainthecopyrightandotherintellectualproperty rightsintheSpecification,theDrawingsandotherdocumentsmadeby(oronbehalfof)theProcuringEntity.TheContractormay ,athiscost,copy,use,andobtaincommunicationofthesedocumentsforthepurposesof the Contract. They shall not, without the Procuring Entity's consent, be copied, used or communicated to a thirdpartybytheContractor,exceptasnecessaryforthepurposesoftheContract.

ConfidentialDetails

The Contractor's and the Procuring Entity'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 Contractandallowitsproperimplementation.

TheContractor'sandtheProcuringEntity'sPersonnelshallalsotreatthedetailsoftheContractasprivateand confidential, except to the extent necessary to carry out their respective obligations under the Contract or to complywithapplicableLaws.EachofthemshallnotpublishordiscloseanyparticularsoftheWorksprepared 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 qualificationstocompeteforotherprojects.

Compliance withLaws

TheContractorshall,inperformingtheContract,complywithapplicableLaws.Unlessotherwisestatedinthe SpecialConditionsofContract:

a) TheProcuringEntityshallhaveobtained(orshallobtain)theplanning,zoning,buildingpermitorsimilar permissionforthePermanentWorks,andanyotherpermissionsdescribedintheSpecificationsashaving been(ortobe)obtainedbytheProcuringEntity; and the ProcuringEntityshallindemnifyandholdthe Contractorharmlessagainstandfromtheconsequencesofanyfailuretodoso;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 Procuring Entity harmless againstandfromtheconsequencesofanyfailuretodoso,unlesstheContractorisimpededtoaccomplish theseactionsandshowsevidenceofitsdiligence.

JointandSeveralLiability

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

a) ThesepersonsshallbedeemedtobejointlyandseverallyliabletotheProcuringEntityfortheperformance of the Contract;
b) these persons shall notify the Procuring Entity of their leader who shall have authority to bind the Contractorandeachofthesepersons;and
c) the Contractor shall not alter its composition or legal status without the prior consent of the Procuring Entity.

InspectionsandAuditbytheProcuringEntity

Pursuanttoparagraph2.2(e).ofAppendixBtotheGeneralConditions,theContractorshallpermitandshall cause its subcontractors and sub-consultants to permit, the Public Procurement RegulatoryAuthority, ProcuringEntityand/orpersonsappointedordesignatedbytheGovernmentofKenyatoinspecttheSiteand/or theaccountsandrecordsrelatingtotheprocurementprocess,selectionand/orcontractexecution,andtohavesuchaccountsandr ecordsauditedbyauditorsappointedbytheProcuringEntityifrequestedbytheProcuring Entity. 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 ProcuringEntity'sinspectionandauditrightsconstituteaprohibitedpracticesubjecttocontracttermination(as wellastoadetermination ofineligibilitypursuanttotheProcuringEntity'sprevailingsanctionsprocedures).

2 THE PROCURING ENTITY

RightofAccesstotheSite

TheProcuringEntityshallgivetheContractorrightofaccessto,andpossessionof,allpartsoftheSitewithin thetime(ortimes)statedinthe**SpecialConditionsofContract.**Therightandpossessionmaynotbeexclusive to the Contractor.If,undertheContract,theProcuringEntityisrequiredtogive(to the Contractor)possession ofanyfoundation,structure,plantormeansofaccess,theProcuringEntityshalldosointhetimeandmanner statedintheSpecification.However,theProcuringEntitymaywithholdanysuchrightorpossessionuntilthe PerformanceSecurityhasbeenreceived.

If no such time is stated in the Special Conditions of Contract, the Procuring Entity shall give the Contractor rightofaccessto,andpossessionof,theSitewithinsuchtimesasrequiredtoenabletheContractortoproceed withoutdisruptioninaccordancewiththeprogrammesubmittedunderSub-Clause8.3[Programme].

IftheContractorsuffersdelayand/orincursCostasaresultofafailurebytheProcuringEntitytogiveanysuch right or possession within such time, the Contractor shall give notice to the Architect and shall be entitled subjecttoSub-Clause20.1[Contractor'sClaims]to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [ExtensionofTimeforCompletion],and
b) paymentofanysuchCost-plusprofit,whichshallbeincludedintheContractPrice.

AfterreceivingthisnoticetheArchitectshallproceedinaccordancewithSub-Clause3.5[Determinations]to agreeordeterminethesematters.

However, if and to the extent that the Procuring Entity'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 Contractorshallnotbeentitledtosuchextensionoftime,Costorprofit.

Permits,Licenses orApprovals

TheProcuringEntityshallprovide,attherequestoftheContractor,suchreasonableassistanceastoallowthe Contractortoobtainproperly:

a) CopiesoftheLawsofKenyawhicharerelevanttotheContractbutarenotreadilyavailable,and
b) anypermits,licensesorapprovalsrequiredbytheLawsofKenya:

i) whichtheContractorisrequiredtoobtainunderSub-Clause1.13[CompliancewithLaws],
ii) for the delivery of Goods, including clearance through customs, and
iii) for the exportofContractor'sEquipmentwhenitisremovedfromtheSite.

Procuring Entity'sPersonnel

TheProcuringEntityshallberesponsibleforensuringthattheProcuringEntity'sPersonnelandtheProcuring Entity'sothercontractorsontheSite:

a) co-operatewiththeContractor'seffortsunderSub-Clause4.6[Co-operation],and

b) takeactionssimilartothosewhichtheContractorisrequiredtotakeundersub-paragraphs(a),(b)and(c) ofSub-Clause4.8[SafetyProcedures]andunderSub-Clause4.18[ProtectionoftheEnvironment].

ProcuringEntity'sFinancialArrangements

The Procuring Entity shall make and maintain all necessary financial arrangements which will enable the ProcuringEntitytopaytheContractPricepunctually(asestimatedatthattime)inaccordancewithClause14 [ContractPriceandPayment].

3. THE ENGINEER

ArchitectDutiesandAuthority

TheProcuringEntityshallappointtheArchitectwhoshallcarryoutthedutiesassignedtohimintheContract. 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.**

TheArchitectshallhavenoauthoritytoamendtheContract.

TheArchitectMayexercisetheauthorityattributabletotheArchitectasspecifiedinornecessarilytobeimplied from the Contract.IftheArchitectisrequiredtoobtaintheapprovaloftheProcuringEntitybeforeexercisinga specifiedauthority,therequirementsshallbeasstatedintheS**pecialConditionsofContract**.TheProcuring EntityshallpromptlyinformtheContractorofanychangetotheauthorityattributedtotheEngineer.

However, whenever the Architect exercises a specified authority for which the Procuring Entity's approvalis required,then(for the purposesoftheContract)thecontractorshallrequiretheArchitecttoprovideevidenceof suchapprovalbeforecomplyingwiththeinstruction.

ExceptasotherwisestatedintheseConditions:

a) Whenevercarryingoutdutiesorexercisingauthority,specifiedinorimpliedbytheContract,theArchitect shallbedeemedtoactfortheProcuringEntity;
b) theArchitecthasnoauthoritytorelieveeitherPartyofanyduties,obligationsorresponsibilitiesunderthe Contract;
c) anyapproval,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, discrepanciesandnon-compliances;and
d) anyactbytheArchitectinresponsetoaContractor'srequestshallbenotifiedinwritingtotheContractor within14daysofreceipt.

Thefollowingprovisionsshallapply:

TheArchitectshallobtainthespecificapprovaloftheProcuringEntitybeforetakingactionunderthe-following Sub-ClausesoftheseConditions:

a) Sub-Clause4.12:agreeingordeterminingan extensionoftimeand/oradditionalcost.

b) Sub-Clause13.1:instructingaVariation,except;

i) Inanemergencysituationasdeterminedbythe Engineer,or

ii) IfsuchaVariationwouldincreasetheAcceptedContractAmountbylessthanthepercentagespecified in the **SpecialConditionsofContract.**

c) Sub-Clause13.3:ApprovingaproposalforVariationsubmittedbytheContractorinaccordancewithSub Clause13.1or13.2.

d) Sub-Clause13.4:Specifyingtheamountpayableineachoftheapplicablethreecurrencies.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergencyoccursaffectingthesafetyoflifeoroftheWorksorofadjoiningproperty,hemay,withoutrelieving theContractorofanyofhisdutiesandresponsibilityundertheContract,instructtheContractortoexecuteall suchworkortodoallsuchthingsasmay,in the opinionoftheEngineer,benecessarytoabateorreducetherisk. TheContractorshallforthwithcomply,despitetheabsenceofapprovaloftheProcuringEntity,withanysuch instructionoftheEngineer.TheArchitectshalldetermineanadditiontotheContractPrice,inrespectofsuch instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the ProcuringEntity.

DelegationbytheEngineer

TheArchitectmayfromtimetotimeassigndutiesanddelegateauthoritytoassistantsandmayalsorevokesuch assignment or delegation. These assistants may include a resident Engineer, and/or independent inspectors appointedtoinspectand/ortestitemsofPlantand/orMaterials.Theassignment,delegationorrevocationshall 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 accordancewithSub- Clause3.5[Determinations].

Eachassistant,towhomdutieshavebeenassignedorauthorityhasbeendelegated,shallonlybeauthorizedto 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) Anyfailuretodisapproveanywork,PlantorMaterialsshallnotconstituteapproval,andshallthereforenot prejudicetherightoftheArchitecttorejectthework,PlantorMaterials;

b) IftheContractorquestionsanydeterminationorinstructionofanassistant,theContractormayreferthe mattertotheEngineer,whoshallpromptlyconfirm,reverseorvarythedeterminationorinstruction.

InstructionsoftheEngineer

TheArchitectmayissuetotheContractor(atanytime)instructionsandadditionalormodifiedDrawingswhich maybenecessaryfortheexecutionoftheWorksandtheremedyingofanydefects,allinaccordancewiththe Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriateauthorityhasbeendelegatedunderClause3.2.1.

TheContractorshallcomplywiththeinstructionsgivenbytheArchitectordelegatedassistant,onanymatter relatedtotheContract.Wheneverpracticable,theirinstructionsshallbegiveninwriting.IftheArchitectora delegatedassistant:

a) Givesanoralinstruction,

b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two workingdaysaftergivingtheinstruction,and

c) doesnotreplybyissuingawrittenrejectionand/orinstructionwithintwoworkingdaysafterreceivingthe confirmation,

Thentheconfirmationshallconstitutethewritteninstructionofthe Architectordelegatedassistant(as the case maybe).

ReplacementoftheEngineer

IftheProcuringEntityintendstoreplacetheEngineer,theProcuringEntityshall,innotlessthan21daysbefore theintendeddateofreplacement,givenoticetotheContractorofthename,addressandrelevantexperienceof theintendedpersontoreplacetheEngineer.

Determinations

WhenevertheseConditionsprovidethattheArchitectshallproceedinaccordancewiththisSub-Clause3.5to agreeordetermineanymatter,theArchitectshallconsultwitheachPartyinan endeavor toreachagreement.If agreementisnotachieved,theArchitectshallmakeafairdeterminationinaccordancewiththeContract,taking dueregardofallrelevantcircumstances.

3.5.1 TheArchitectshallgivenoticetobothPartiesofeachagreementordetermination,withsupportingparticulars, within 30days 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, DisputesandArbitration].

4 THE CONTRACTOR

Contractor'sGeneralObligations

The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordancewiththeContractandwiththeArchitectinstructions,andshallremedyanydefectsintheWorks.

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 permanentnature,requiredinandforthisdesign,execution,completionandremedyingofdefects.

Allequipment,material,andservicestobeincorporatedinorrequiredfortheWorksshallhavetheiroriginin anyeligiblesourcecountry.

The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methodsofconstruction.ExcepttotheextentspecifiedintheContract,theContractor(i)shallberesponsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is requiredfortheitemtobeinaccordancewiththeContract,and(ii)shallnototherwiseberesponsibleforthe designorspecificationofthePermanentWorks.

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 arrangementsandmethodsshallbemadewithoutthishavingpreviouslybeennotifiedtotheEngineer.

IftheContractspecifiesthattheContractorshalldesignanypartofthePermanentWorks,thenunlessotherwise statedintheSpecialConditions:

a) TheContractorshallsubmittotheArchitecttheContractor'sDocumentsforthispartinaccordancewith theproceduresspecifiedintheContract;

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 includeadditionalinformationrequiredbytheArchitecttoaddtotheDrawingsforco-ordinationofeach Party'sdesigns;

c) theContractorshallberesponsibleforthispartanditshall,whentheWorksarecompleted,befitforsuch purposesforwhichthepartisintendedasarespecifiedintheContract;and

d) priortothecommencementoftheTests onCompletion,theContractorshallsubmittotheArchitectthe "as-built"documentsand,ifapplicable,operationandmaintenancemanualsinaccordancewiththeSpecificationandinsufficientdetailfortheProcuringEntitytooperate,maintain,dismantle,reassemble, adjustandrepairthispartoftheWorks.Suchpartshallnotbeconsideredtobecompletedforthepurposes oftaking-overunderSub-Clause10.1[TakingOveroftheWorksandSections]untilthesedocumentsand manualshavebeensubmittedtotheEngineer.

PerformanceSecurity

TheContractorshallobtain(athiscost)aPerformanceSecurityforproperperformance, in the amountstatedin the **Special Conditions of Contract** and denominated in the currency (ies) of the Contract or in a freely convertiblecurrencyacceptabletotheProcuringEntity.IfanamountisnotstatedintheSpecialConditionsof Contract,thisSub-Clauseshallnotapply.

TheContractorshalldeliverthePerformanceSecuritytotheProcuringEntitywithin30daysafterreceivingthe 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 Procuring Entity in the Special Conditions of Contract, or in another form approved by the ProcuringEntity.

The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executedandcompletedtheWorksandremediedanydefects.IfthetermsofthePerformanceSecurityspecify itsexpirydate, and the Contractorhasnotbecomeentitledtoreceivethe PerformanceCertificatebythedate30 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Workshavebeencompletedandanydefectshavebeenremedied.

TheProcuringEntityshallnotmakeaclaimunderthePerformanceSecurity,exceptforamountstowhichthe ProcuringEntityisentitledundertheContract.

The Procuring Entity shall indemnify and hold the Contractor harmless against and from all damages, losses andexpenses(includinglegalfeesandexpenses)resultingfromaclaimunderthePerformanceSecuritytothe extenttowhichtheProcuringEntitywasnotentitledtomaketheclaim.

TheProcuringEntityshallreturnthePerformanceSecuritytotheContractorwithin14daysafterreceivinga copyoftheTaking-OverCertificate.

Without limitation to the provisions of the rest of this Sub-Clause, whenever the Architect determines an additionorareductiontotheContractPriceasaresultofachangeincostand/orlegislation,orasaresultofa Variation,amountingtomorethan25percentoftheportionoftheContractPricepayableinaspecificcurrency, theContractorshallattheArchitectrequestpromptlyincrease,ormaydecrease, as the casemaybe,thevalueof thePerformanceSecurityinthatcurrencybyanequalpercentage.

Contractor's Representative

TheContractorshallappointtheContractor'sRepresentativeandshallgivehimallauthoritynecessarytoacton the Contractor's behalf under the Contract. The Contractor's Representative's Name and Address shall be providedinthe**SpecialConditionsofContract.**

Unless the Contractor's Representative **is named in the Contract**, the Contractor shall, prior to the CommencementDate,submittotheArchitectforconsentthenameandparticularsofthepersontheContractor proposestoappointasContractor'sRepresentative.Ifconsentiswithheldorsubsequentlyrevokedintermsof Sub-Clause6.9[Contractor'sPersonnel],oriftheappointedpersonfailstoactasContractor'sRepresentative, theContractorshallsimilarlysubmitthenameandparticularsofanothersuitablepersonforsuchappointment.

TheContractorshallnot,withoutthepriorconsentoftheEngineer,revoketheappointmentoftheContractor's Representativeorappointareplacement.

ThewholetimeoftheContractor'sRepresentativeshallbegiventodirectingtheContractor'sperformanceof theContract.IftheContractor'sRepresentativeistobetemporarilyabsentfromtheSiteduringtheexecutionof the Works, a suitable replacement person shall be appointed, subject to the Architect prior consent, and the Architectshallbenotifiedaccordingly.

The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause3.3 [InstructionsoftheEngineer].

The Contractor's Representative may delegate any powers, functions and authority to any competent person, andmayatanytimerevokethedelegation.AnydelegationorrevocationshallnottakeeffectuntiltheArchitect has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers,functionsandauthoritybeingdelegatedorrevoked.

TheContractor'sRepresentativeshallbefluentinthelanguageforcommunicationsdefinedinSub-Clause1.4 [Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractorshallmakecompetentinterpretersavailableduringallworkinghoursinanumberdeemedsufficient bytheEngineer.

Sub-contractors

The Contractor shall not subcontract the whole of the Works. The contractor may however subcontract the worksasprovidedinClause34.2.

TheContractorshallberesponsiblefortheactsordefaultsofanySubcontractor,hisagentsoremployees,asif theyweretheactsordefaultsoftheContractor.UnlessotherwisestatedintheSpecialConditions:

a) TheContractorshallnotberequiredtoobtainconsenttosupplierssolelyofMaterials,ortoasubcontract forwhichtheSubcontractorisnamedintheContract;

b) ThepriorconsentoftheProcuringEntityshallbeobtainedtootherproposedSubcontractors;

c) the Contractor shall give the Procuring Entity not less than 14 days' notice of the intended date of the commencementofeachSubcontractor'swork,andofthecommencementofsuchworkontheSite;and

d) each subcontract shall include provisions which would entitle the Procuring Entity to require the subcontract to be assigned to the Procuring Entity under Sub-Clause 4.5 [Assignment of Benefit of Subcontract](iforwhenapplicable)orintheeventofterminationunderSub-Clause15.2[Terminationby ProcuringEntity].

TheContractorshallensurethattherequirementsimposedontheContractorbySub-Clause1.12[Confidential Details]applyequallytoeachSubcontractor.

Whererepracticable,theContractorshallgivefairandreasonableopportunityforcontractorsfromKenyatobe appointedasSubcontractors.

AssignmentofBenefitofSubcontract

IfaSubcontractor'sobligationsextendbeyondtheexpirydateoftherelevantDefectsNotificationPeriodand theEngineer,priortothisdate,instructstheContractortoassignthebenefitofsuchobligationstotheProcuring Entity,thentheContractorshalldoso.Unlessotherwisestatedintheassignment,theContractorshallhaveno liabilitytotheProcuringEntityfortheworkcarriedoutbytheSubcontractoraftertheassignmenttakeseffect.

Co-operation

The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunitiesforcarryingoutworkto:

a) TheProcuringEntity'sPersonnel,

b) AnyothercontractorsemployedbytheProcuringEntity,and

c) Thepersonnelofanylegallyconstitutedpublicauthorities,whomaybeemployedintheexecutiononor neartheSiteofanyworknotincludedintheContract.

AnysuchinstructionshallconstituteaVariationifandtotheextentthatitcausestheContractortosufferdelays and/ortoincurUnforeseeableCost.Servicesforthesepersonnelandothercontractorsmayincludetheuseof Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.

If,undertheContract,theProcuringEntityisrequiredtogivetotheContractorpossessionofanyfoundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit suchdocumentstotheArchitectinthetimeandmannerstatedintheSpecification.

SettingOutoftheWorks

TheContractorshallsetouttheWorksinrelationtooriginalpoints,linesandlevelsofreferencespecifiedinthe ContractornotifiedbytheEngineer.TheContractorshallberesponsibleforthecorrectpositioningofallparts of the Works,andshallrectifyanyerrorinthepositions,levels,dimensionsoralignmentoftheWorks.

TheProcuringEntityshallberesponsibleforanyerrorsinthesespecifiedornotifieditemsofreference,butthe Contractorshallusereasonableeffortstoverifytheiraccuracybeforetheyareused.

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 avoidedthisdelayand/orCost,theContractorshallgivenoticetotheArchitectandshallbeentitledsubjectto Sub-Clause20.1[Contractor'sClaims]to:

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

b) paymentofanysuchcostsaccrued,whichshallbeincludedintheContractPrice.

4.7.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations]toagreeordetermine(i)whetherand(ifso)towhatextenttheerrorcouldnotreasonablyhave beendiscovered,and(ii)themattersdescribedinsub-paragraphs(a)and(b)aboverelatedtothise.

SafetyProcedures

The Contractor shall:

a) Complywithallapplicablesafetyregulations,

b) TakecareforthesafetyofallpersonsentitledtobeontheSite,

c) UsereasonableeffortstokeeptheSiteandWorksclearofunnecessaryobstructionsoastoavoiddangerto thesepersons,

d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under

Clause10[ProcuringEntity'sTakingOver],and

e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of theexecutionoftheWorks,for the useandprotectionofthepublicandofowners andoccupiersofadjacentland.

QualityAssurance

TheContractorshallinstituteaqualityassurancesystemtodemonstratecompliancewiththerequirementsof theContract.Thesystemshallbeinaccordancewiththedetailsstatedin theContract.TheArchitectsha llbe entitledtoauditanyaspectofthesystem.

Detailsofallproceduresandcompliancedocumentsshallbesubmittedtothe Architectforinformationbefore each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer,evidenceofthepriorapprovalbytheContractoritselfshallbeapparentonthedocumentitself.

CompliancewiththequalityassurancesystemshallnotrelievetheContractorofanyofhisduties,obligations orresponsibilitiesundertheContract.

SiteData

TheProcuringEntityshallhavemadeavailabletotheContractorforhisinformation,priortotheBaseDate,all relevant data in the Procuring Entity's possession on sub-surface and hydrological conditions at the Site, includingenvironmentalaspects.TheProcuringEntityshallsimilarlymakeavailabletotheContractorallsuch datawhichcomeintotheProcuringEntity'spossessionaftertheBaseDate.TheContractorshallberesponsible forinterpretingallsuchdata.

To theextentwhichwaspracticable(takingaccountofcostandtime),theContractorshallbedeemedtohave obtainedallnecessaryinformationastorisks,contingenciesandothercircumstanceswhichmayinfluenceor affecttheTenderorWorks.Tothesameextent,theContractorshallbedeemedtohaveinspectedandexaminedthe 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) TheformandnatureoftheSite,includingsub-surfaceconditions,

b) thehydrologicalandclimaticconditions,

c) theextentandnatureoftheworkandGoodsnecessaryfortheexecutionandcompletionoftheWorksand theremedyingofanydefects,

d) theLaws,proceduresandlabourpracticesofKenya,and

e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water andotherservices.

SufficiencyoftheAcceptedContractAmount

TheContractorshallbedeemedto:

a) HavesatisfieditselfastothecorrectnessandsufficiencyoftheAcceptedContractAmount,and

b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections,examinationsandsatisfactionastoallrelevantmattersreferredtoinSub-Clause4.10[Site Data].

UnlessotherwisestatedintheContract,theAcceptedContractAmountcoversalltheContractor'sobligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper executionandcompletionoftheWorksandtheremedyingofanydefects.

UnforeseeablePhysicalConditions

InthisSub-Clause,"physicalconditions"meansnaturalphysicalconditionsandman-madeandotherphysical obstructionsandpollutants,whichtheContractorencountersattheSitewhenexecutingtheWorks,including sub-surfaceandhydrologicalconditionsbutexcludingclimaticconditions.

IftheContractorencountersadversephysicalconditionswhichheconsiderstohavebeenUnforeseeable,the ContractorshallgivenoticetotheArchitectassoonaspracticable.

Thisnoticeshalldescribethephysicalconditions,sothattheycanbeinspectedbytheArchitectandshallsetout thereasonswhytheContractorconsidersthemtobeUnforeseeable.TheContractorshallcontinueexecuting theWorks,usingsuchproperandreasonablemeasuresasareappropriateforthephysicalconditions,and shall complywithanyinstructionswhichtheArchitectmaygive.IfaninstructionconstitutesaVariation,Clause13 [VariationsandAdjustments]shallapply.

If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives sucha notice,andsuffersdelayand/orincursCostduetotheseconditions,theContractorshallbeentitledsubjectto noticeunderSub- Clause20.1[Contractor'sClaims]to:

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

b) paymentofanysuchCost,whichshallbeincludedintheContractPrice.

Upon receiving such notice and inspecting and/or investigating these physical conditions, the Architectshall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to whatextentthesephysicalconditionswereUnforeseeable,and(ii)themattersdescribedinsub-paragraphs(a) and(b)aboverelatedtothisextent.

However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Architect may alsoreviewwhetherotherphysicalconditionsinsimilarpartsoftheWorks(ifany)weremorefavorablethan couldreasonablyhavebeenforeseenwhentheContractorsubmittedtheTender.IfandtotheextentthatthesE more favorable conditions were encountered, the Architect may proceed in accordance with Sub-Clause3.5[Determinations]toagreeordeterminethereductionsinCostwhichwereduetotheseconditions,whichmay 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 similarpartsoftheWorks,shallnotresultinanetreductionintheContractPrice.

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.

RightsofWayandFacilities

UnlessotherwisespecifiedintheContracttheProcuringEntityshallprovideeffectiveaccesstoandpossession of the Siteincludingspecialand/ortemporaryrights-of-waywhicharenecessaryfortheWorks.TheContractor shallobtain,athisriskandcost,anyadditionalrightsofwayorfacilitiesoutsidetheSitewhichhemayrequire for the purposesoftheWorks.

Avoidanceof Interference

TheContractorshallnotinterfereunnecessarilyorimproperlywith:

a) Theconvenienceofthepublic,or

b) Theaccesstoanduseandoccupationofallroadsandfootpaths,irrespectiveofwhethertheyarepublicor in the possessionoftheProcuringEntityorofothers.

The Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

AccessRoute

TheContractorshallbedeemedtohavebeensatisfiedastothesuitabilityandavailabilityofaccessroutestothe SiteatBaseDate.TheContractorshallusereasonableeffortstopreventanyroadorbridgefrombeingdamaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriatevehiclesandroutes.

ExceptasotherwisestatedintheseConditions:

a) TheContractorshall(asbetweentheParties)beresponsibleforanymaintenancewhichmayberequired forhisuseofaccessroutes;

b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permissionwhichmayberequiredfromtherelevantauthoritiesforhisuseofroutes,signsanddirections;

c) theProcuringEntityshallnotberesponsibleforanyclaimswhichmayarisefromtheuseorotherwiseof anyaccessroute;

d) theProcuringEntitydoesnotguaranteethesuitabilityoravailabilityofparticularaccessroutes;and

e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of accessroutes shallbebornebytheContractor.

Transport ofGoods

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 majoritemofotherGoodswillbedeliveredtotheSite;

b) theContractorshallberesponsibleforpacking,loading,transporting,receiving,unloading,storingand protectingallGoodsandotherthingsrequiredfortheWorks;and

c) the Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from thetransport of Goods and shallnegotiateandpayallclaimsarisingfromtheirtransport.

Contractor'sEquipment

TheContractorshallberesponsibleforallContractor'sEquipment.WhenbroughtontotheSite,Contractor's EquipmentshallbedeemedtobeexclusivelyintendedfortheexecutionoftheWorks.TheContractorshallnot removefromtheSiteanymajoritemsofContractor'sEquipmentwithouttheconsentoftheEngineer.However, consentshallnotberequiredforvehiclestransportingGoodsorContractor'sPersonneloffSite.

ProtectionoftheEnvironment

Thecontractorshallcomplywiththeapplicableenvironmentallaws,regulationsandpolicies.

TheContractorshalltakeallreasonablestepstoprotecttheenvironment(bothonandofftheSite)andtolimit damageandnuisancetopeopleandpropertyresultingfrompollution,noiseandotherresultsofhisoperations.

TheContractorshallensurethatemissions,surfacedischargesandeffluentfromtheContractor'sactivitiesshall notexceedthevaluesstatedintheSpecificationorprescribedbyapplicableLaws.

Electricity,Water and Gas

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.

TheContractorshallbeentitledtouseforthepurposesoftheWorkssuchsuppliesofelectricity,water,gasand otherservicesasmaybeavailableontheSiteandofwhichdetailsandpricesaregivenintheSpecifications.The Contractor shall,at his risk and cost, provide any apparatus necessary for his use of these services and formeasuringthequantitiesconsumed.

Thequantitiesconsumedandtheamountsdue(attheseprices)forsuchservicesshallbeagreedordetermined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations].TheContractorshallpaytheseamountstotheProcuringEntity.

ProcuringEntity'sEquipmentandFree-IssueMaterials

The Procuring Entity shall make the Procuring Entity's Equipment (if any) available for the use of the ContractorintheexecutionoftheWorksinaccordancewiththedetails,arrangementsandpricesstatedinthe Specification.UnlessotherwisestatedintheSpecification:

a) TheProcuringEntityshallberesponsiblefortheProcuringEntity'sEquipment,exceptthat

b) the Contractor shall be responsible for each item of Procuring Entity's Equipment whilst any of the Contractor'sPersonnelisoperatingit,drivingit,directingitorinpossessionorcontrolofit.

The appropriate quantities and the amounts due (at such stated prices) for the use of Procuring Entity's Equipment shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity'sClaims]andSub-Clause3.5[Determinations].TheContractorshallpaytheseamountstotheProcuring Entity.

The Procuring Entity shall supply, free of charge, the “free-issue materials” (if any) in accordance with the detailsstatedintheSpecification.TheProcuringEntityshall,athisriskandcost,providethesematerialsatthe timeandplacespecifiedintheContract.TheContractorshallthenvisuallyinspectthemandshallpromptlygive notice to theArchitect of any shortage, defect or default in these materials. Unless otherwise agreed by both

Parties,theProcuringEntityshallimmediatelyrectifythenotifiedshortage,defectordefault.

After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor.TheContractor'sobligationsofinspection,care,custodyandcontrolshallnotrelievetheProcuring Entityofliabilityforanyshortage,defectordefaultnotapparentfromavisualinspection.

ProgressReports

Unless otherwise stated in the Special Conditions, monthly progress reports shall be prepared by the ContractorandsubmittedtotheArchitectinsixcopies.Thefirstreportshallcovertheperioduptotheend of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter,eachwithin7daysafterthelastdayoftheperiodtowhichitrelates.

ReportingshallcontinueuntiltheContractorhascompletedallworkwhichisknowntobeoutstandingat thecompletiondatestatedintheTaking-OverCertificatefortheWorks.Eachreportshallinclude:

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) photographsshowingthestatusofmanufactureandofprogressontheSite;

c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacturelocation,percentageprogress, and the actualorexpecteddatesof:

   i) commencementofmanufacture,

   ii) Contractor'sinspections,

   iii) tests,and

   iv) shipmentandarrivalattheSite;

d) thedetailsdescribedinSub-Clause6.10[RecordsofContractor'sPersonnelandEquipment];

e) copiesofqualityassurancedocuments,testresultsandcertificatesofMaterials;

f) listofnoticesgivenunderSub-Clause2.5[ProcuringEntity'sClaims]andnoticesgivenunderSub-Clause20.1[Contractor'sClaims];

g) safety statistics, including details of any hazardous incidents and activities relating to environmentalaspectsandpublicrelations;and

h) comparisonsofactualandplannedprogress,withdetailsofanyeventsorcircumstanceswhichmay jeopardize the completion in accordance with the Contract, and the measures being (or to be) adoptedtoovercomedelays.

SecurityoftheSite

Unless otherwise stated in the Special Conditions:

a) TheContractorshallberesponsibleforkeepingunauthorizedpersonsofftheSite,and

b) authorized persons shall be limited to the Contractor's Personnel and the Procuring Entity's Personnel; and to any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as authorized personnelofttheProcuringEntity'sothercontractorsontheSite.

Contractor'sOperationsonSite

TheContractorshallconfinehisoperationstotheSite,andtoanyadditionalareaswhichmaybeobtained bytheContractorandagreedbytheArchitectasadditionalworkingareas.TheContractorshalltakeall necessaryprecautions to keep Contractor's Equipment and Contractor's Personnel within the Site and theseadditionalareas,andtokeepthemoffadjacentland.

DuringtheexecutionoftheWorks,theContractorshallkeeptheSitefreefromallunnecessaryobstruction andshallstoreordisposeofanyContractor'sEquipmentorsurplusmaterials.TheContractorshallclear away and removefrom the Site any wreckage, rubbish and Temporary Works which are no longer required.

UpontheissueofaTaking-OverCertificate,theContractorshallclearawayandremove,fromthatpartof the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material,wreckage,rubbishandTemporaryWorks.TheContractorshallleavethatpartoftheSiteandthe Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects NotificationPeriod,suchGoodsasarerequiredfortheContractortofulfilobligationsundertheContract.

Fossils

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 ProcuringEntity. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removingordamaginganyofthesefindings.

TheContractorshall,upondiscoveryofanysuchfinding,promptlygivenoticetotheEngineer,whoshallissue 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-Clause20.1[Contractor'sClaims]to:

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

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

5. NOMINATEDSUBCONTRACTORS

Definitionof"nominatedSubcontractor"

In this Contract, "nominated Subcontractor" means a Subcontractor:

a) WhoisnominatedbytheProcuringEntity,or

b) ContractorhasnominatedasaSubcontractorsubjecttoSub-Clause5.2[ObjectiontoNotification].

Objection to Nomination

The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractorraisesreasonableobjectionbynoticetothe ProcuringEntityassoonaspracticable,withsupporting particulars.Anobjectionshallbedeemedreasonableifitarisesfrom(amongotherthings)anyofthefollowing matters, unless the Procuring Entity agrees in writing to indemnify the Contractor against and from the consequencesofthematter:

a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financialstrength;

b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligenceormisuseofGoodsbythenominatedSubcontractor,hisagentsandemployees;or

c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontractedwork(includingdesign,ifany),thenominatedSubcontractorshall:

   i) undertaketotheContractorsuchobligationsandliabilitiesaswillenabletheContractortodischarge hisobligationsandliabilitiesundertheContract;

   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 performtheseobligationsortofulfiltheseliabilities,and

   iii) bepaidonlyifandwhentheContractorhasreceivedfromtheProcuringEntitypaymentsforsums dueundertheSubcontractreferredtounderSub-Clause5.3[PaymenttonominatedSubcontractors].

PaymentstonominatedSubcontractors

TheContractorshallpaytothenominatedSubcontractortheamountsshownonthenominatedSubcontractor's invoicesapprovedbytheContractorwhichtheArchitectcertifiestobedueinaccordancewiththesubcontract. TheseamountsplusotherchargesshallbeincludedintheContract Priceinaccordancewithsub-paragraph(b) ofSub-Clause13.5[ProvisionalSums],exceptasstatedinSub-Clause5.4[EvidenceofPayments].

Evidence ofPayments

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 retentionorotherwise.UnlesstheContractor:

(a) SubmitsthisreasonableevidencetotheEngineer,or

(b) i) SatisfiestheArchitectinwritingthattheContractorisreasonablyentitledtowithholdorrefusetopaytheseamounts,and

   ii) SubmitstotheArchitectreasonableevidencethatthenominatedSubcontractorhasbeennotifiedof theContractor'sentitlement,thentheProcuringEntitymay(athissolediscretion)pay,directtothe 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 submittheevidencedescribedinsub-paragraphs(a)or(b)above.TheContractorshallthenrepay, to the Procuring Entity, the amount which the nominated Subcontractor was directly paid by the ProcuringEntity.

6. STAFFANDLABOR

EngagementofStaffandLabor

ExceptasotherwisestatedintheSpecification,theContractorshallmakearrangementsfortheengagementof allstaffandlabor,localorotherwise,andfortheirpayment,feeding,transport,and,whenappropriate,housing. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriatequalificationsandexperiencefromsourceswithinKenya.

RatesofWagesandConditionsofLabor

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,theContractorshallpayratesofwagesandobserveconditionswhicharenotlowerthanthegeneral levelofwagesandconditionsobservedlocallybyProcuringEntity'swhosetradeorindustryissimilartothatof theContractor.

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 deductionsthereofasmaybeimposedonhimbysuchLaws.

PersonsintheServiceofProcuringEntity

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Procuring Entity's Personnel.

LaborLaws

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, includingLawsrelatingtotheiremployment,employmentofchildren,health,safety,welfare,immigrationand emigration, and shall allow them all their legal rights. The Contractor shall require his employees to obey all applicableLaws,includingthoseconcerningsafetyatwork.

WorkingHours

NoworkshallbecarriedoutontheSiteonlocallyrecognizeddaysofrest,oroutsidethenormalworkinghours statedinthe**SpecialConditionsofContract**,unless:

a) OtherwisestatedintheContract,
b) TheArchitectgivesconsent,or
c) Theworkisunavoidable,ornecessaryfortheprotectionoflifeorpropertyorforthesafetyoftheWorks,in which case the Contractor shall immediately advise the Engineer, provided that work done outside the normalworkinghoursshallbeconsideredandpaidforasovertime.

FacilitiesforStaffandLabor

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodationandwelfarefacilitiesonsitefortheContractor'sPersonnel.TheContractorshallalsoprovide facilitiesfortheProcuringEntity'sPersonnelasstatedintheSpecifications.TheContractorshallnotpermitany of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures formingpartofthePermanentWorks.

Health andSafety

The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor'sPersonnel.Incollaborationwithlocalhealthauthorities,theContractorshallensurethatmedical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodationforContractor'sandProcuringEntity'sPersonnel,andthatsuitablearrangementsaremadefor allnecessarywelfareandhygienerequirementsandforthepreventionofepidemics.

TheContractorshallappointanaccidentpreventionofficerattheSite,responsibleformaintainingsafetyand protectionagainstaccidents.Thispersonshallbequalifiedforthisresponsibilityandshallhavetheauthorityto issue instructions and take protective measures to prevent accidents. Throughout the execution of theWorks, theContractorshallprovidewhateverisrequiredbythispersontoexercisethisresponsibilityandauthority.

The Contractor shall send, to the Engineer, details of any accident as soon as practicable after itsoccurrence. TheContractorshallmaintainrecordsandmakereportsconcerninghealth,safetyandwelfareofpersons,and damagetoproperty, as the Architectmayreasonablyrequire.

TheContractorshallconductanawarenessprogrammeonHIVandothersexuallytransmitteddiseasesviaan 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 diagnosisandtoassistaffectedindividuals.

Contractor'sSuperintendence

Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations,theContractorshallprovideallnecessarysuperintendencetoplan,arrange,direct,manage,inspect andtestthework.

Superintendenceshallbegivenbyasufficientnumberofpersonshavingadequateknowledgeofthelanguage 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 preventingaccidents), for the satisfactoryandsafeexecutionoftheWorks.

Contractor'sPersonnel

TheContractor'sPersonnelshallbeappropriatelyqualified,skilledandexperiencedintheirrespectivetradesor occupations. The Contractors Key personnel shall be named in the Special Conditions of Contract. The ArchitectmayrequiretheContractortoremove(orcausetoberemoved)anypersonemployedontheSiteor Works,includingtheContractor'sRepresentativeifapplicable,who:

a) Persistsinanymisconductorlackofcare,
b) Carriesoutdutiesincompetentlyornegligently,
c) failstoconformwithanyprovisionsoftheContract,
d) persistsinanyconductwhichisprejudicialtosafety,health,ortheprotectionoftheenvironment,or
e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the executionoftheWorks.

Ifappropriate,theContractorshallthenappoint(orcausetobeappointed)asuitablereplacementperson.

RecordsofContractor'sPersonnelandEquipment

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,inaformapprovedbytheEngineer,untiltheContractorhascompletedallworkwhichisknowntobe outstandingatthecompletiondatestatedintheTaking-OverCertificatefortheWorks.

DisorderlyConduct

TheContractorshallatalltimestakeallreasonableprecautionstopreventanyunlawful,riotousordisorderly conductbyoramongsttheContractor'sPersonnel,andtopreservepeaceandprotectionofpersonsandproperty onandneartheSite.

ForeignPersonnel

TheContractorshallnotemployforeignpersonnelunlessthecontractordemonstratesthattherearenoKenyans with the requiredskills.

The Contractor shall be responsible for the return of any foreign personnel to the place where they were recruitedortotheirdomicile.IntheeventofthedeathinKenyaofanyofthesepersonnelormembersoftheir families,theContractorshallsimilarlyberesponsibleformakingtheappropriatearrangementsfortheirreturn orburial.

SupplyofWater

TheContractorshall,havingregardtolocalconditions,provideontheSiteanadequatesupplyofdrinkingand otherwaterfortheuseoftheContractor'sPersonnel.

MeasuresagainstInsectandPestNuisance

TheContractorshallatalltimestakethenecessaryprecautionstoprotecttheContractor'sPersonnelemployed on the Sitefrominsectandpestnuisance,andtoreducethedangertotheirhealth.TheContractorshallcomply with all theregulationsofthelocalhealthauthorities,includinguseofappropriateinsecticide.

AlcoholicLiquororDrugs

TheContractorshallnot,otherwisethaninaccordancewiththeLawsofKenya,onsite,import,sell,give,barter orotherwisedisposeofanyalcoholicliquorordrugs,orpermitorallowimportation,sale,gift,barterordisposal thereofbyContractor'sPersonnel.

ProhibitionofForcedorCompulsoryLabour

TheContractorshallnotemployforcedlabor,whichconsistsofanyworkorservice,notvoluntarilyperformed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsorylabor,suchasindenturedlabor,bondedlabororsimilarlabor-contractingarrangements.

ProhibitionofHarmfulChildLabor

The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous,ortointerferewith,thechild'seducation,ortobeharmfultothechild'shealthorphysical,mental, spiritual, moral, or social development. Where the relevant labour laws of Kenya have provisions for employmentofminors,theContractorshallfollowthoselawsapplicabletotheContractor.Childrenbelowthe ageof18yearsshallnotbeemployedindangerouswork.

EmploymentRecordsofWorkers

TheContractorshallkeepcompleteandaccuraterecordsoftheemploymentoflabourattheSite.Therecords shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarizedonamonthlybasisandsubmittedtotheEngineer.Theserecordsshallbeincludedinthedetailsto besubmittedbytheContractorunderSub-Clause6.10[RecordsofContractor'sPersonnelandEquipment].

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.

Non-DiscriminationandEqualOpportunity

TheContractorshallbasethelabouremploymentontheprincipleofequalopportunityandfairtreatmentand shallnotdiscriminatewithrespecttoaspectsoftheemploymentrelationship,includingrecruitmentandhiring, compensation(includingwagesandbenefits),workingconditionsandtermsofemployment,accesstotraining, promotion,terminationofemploymentorretirement,anddiscipline.

7. PLANT, MATERIALS AND WORKMANSHIP

MannerofExecution

TheContractorshallcarryoutthemanufacture/assembleofplant,theproductionandmanufactureofMaterials, andallotherexecutionoftheWorks:

a) In the manner(ifany)specifiedintheContract,
b) inaproperworkmanlikeandcarefulmanner,inaccordancewithrecognizedgoodpractice,and
c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

Samples

TheContractorshallsubmitthefollowingsamplesofMaterials,andrelevantinformation, to the Architectfor consentpriortousingtheMaterialsinorfortheWorks:

a) manufacturer'sstandardsamplesofMaterialsandsamplesspecifiedintheContract,allattheContractor's cost,and
b) additionalsamplesinstructedbytheArchitectasaVariation.

Each sample shall be labeled as to origin and intended use in the Works.

Inspection

TheProcuringEntity'sPersonnelshallatallreasonabletimes:

a) HavefullaccesstoallpartsoftheSiteandtoallplacesfromwhichnaturalMaterialsarebeingobtained, 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 PlantandproductionandmanufactureofMaterials.

The Contractor shall give the Procuring Entity's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractorfromanyobligationorresponsibility.

TheContractorshallgivenoticetotheArchitectwheneveranyworkisreadyandbeforeitiscoveredup,putout of sight, or packaged for storage or transport. The Architect shall then either carry out the examination, inspection,measurementortestingwithoutunreasonabledelay,orpromptlygivenoticetotheContractorthat theArchitectdoesnotrequiretodoso.IftheContractorfailstogivethenotice,heshall,ifandwhenrequiredby theEngineer,uncovertheworkandthereafterreinstateandmakegood,allattheContractor'scost.

Testing

ThisSub-Clauseshallapplytoalltestsspecifiedin theContract.

ExceptasotherwisespecifiedintheContract,theContractorshallprovideallapparatus,assistance,documents and other information, electricity, equipment, fuel, consumables, instruments, labor, materials, and suitably qualifiedandexperiencedstaff,asarenecessarytocarryoutthespecifiedtestsefficiently.TheContractorshall agree, with the Engineer,thetimeandplaceforthespecifiedtestingofanyPlant,Materialsandotherpartsofthe Works.

TheArchitectmay,underClause13[VariationsandAdjustments],varythelocationordetailsofspecifiedtests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant,Materialsorworkmanshipisnotinaccordancewiththe Contract,thecostofcarryingoutthisVariation shallbebornebytheContractor,notwithstandingotherprovisionsoftheContract.

TheArchitectshallgivetheContractornotlessthan24hours'noticeoftheArchitectintentiontoattendthetests. IftheArchitectdoesnotattendatthetimeandplaceagreed,theContractormayproceedwiththetests,unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Architect presence.

IftheContractorsuffersdelayand/orincursCostfromcomplyingwiththeseinstructionsorasaresultofadelay for which the Procuring Entity is responsible, the Contractor shall give notice to the Architect and shall be entitledsubjecttoSub-Clause20.1[Contractor'sClaims]to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [ExtensionofTimeforCompletion],and
b) paymentofanysuchCost-plusprofit,whichshallbeincludedintheContractPrice.

Afterreceivingthisnotice,theArchitectshallproceedinaccordancewithSub-Clause3.5[Determinations]to agreeordeterminethesematters.

The Contractor shall promptly forward to the Architect duly certified reports of the tests. When thespecified testshavebeenpassed,theArchitectshallendorsetheContractor'stestcertificate,orissueacertificatetohim, to that effect. If the Architect has not attended the tests, he shall be deemed to have accepted the readings as accurate.

Rejection

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, Materialsorworkmanshipbygivingnoticetothe Contractor,withreasons.TheContractorshallthenpromptly makegoodthedefectandensurethattherejecteditemcomplieswiththeContract.

IftheArchitectrequiresthisPlant,Materialsorworkmanshiptoberetested,thetestsshallberepeatedunderthe sametermsandconditions.Iftherejectionandretestingcausethe ProcuringEntitytoincuradditionalcosts,the ContractorshallsubjecttoSub-Clause2.5[ProcuringEntity'sClaims]paythesecoststotheProcuringEntity.

RemedialWork

Notwithstandinganyprevioustestorcertification,theArchitectmayinstructtheContractorto:

a) RemovefromtheSiteandreplaceanyPlantorMaterialswhichisnotinaccordancewiththeContract,
b) removeandre-executeanyotherworkwhichisnotinaccordancewiththeContract,and
c) executeanyworkwhichisurgentlyrequiredforthesafetyoftheWorks,whetherbecauseofanaccident, unforeseen ableeventorotherwise.

The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specifiedintheinstruction,orimmediatelyifurgencyisspecifiedundersub-paragraph(c).

IftheContractorfailstocomplywiththeinstruction,theProcuringEntityshallbeentitledtoemployandpay 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 [Procuring Entity's Claims] pay to the ProcuringEntityallcostsarisingfromthisfailure.

If the contractor repeatedly delivers defective work, the Procuring Entity may consider termination in accordancewithClause15.

OwnershipofPlantandMaterials

ExceptasotherwiseprovidedintheContract,eachitemofPlantandMaterialsshallbecomethepropertyofthe ProcuringEntityatwhicheveristheearlierofthefollowingtimes,freefromliensandotherencumbrances:

a) WhenitisincorporatedintheWorks;

b) when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.10 [PaymentforPlantandMaterialsinEventofSuspension].

Royalties

Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:

a) NaturalmaterialsobtainedfromoutsidetheSite,and

b) thedisposalofmaterialfromdemolitionsandexcavationsandofothersurplusmaterial(whethernatural orman-made),exceptttotheextentthatdisposalareaswithintheSitearespecifiedintheContract.

8 COMMENCEMENT,DELAYS AND SUSPENSION

CommencementofWorks

ExceptasotherwisespecifiedintheSpecialConditionsofContract,theCommencementDateshallbethedate atwhichthefollowingprecedentconditionshaveallbeenfulfilledandtheArchitectnotificationrecordingthe agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor:

a) SignatureoftheContractAgreementbybothParties,andifrequired,approvaloftheContractbyrelevant authoritiesofKenya;

b) exceptifotherwisespecifiedintheSpecialConditionsofContract,effectiveaccesstoandpossessionof the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause1.13 [CompliancewithLaws]asrequiredforthecommencementoftheWorks.

c) ReceiptbytheContractoroftheAdvancePaymentunderSub-Clause14.2[AdvancePayment]provided that the correspondingbankguaranteehasbeendeliveredbytheContractor.

IfthesaidArchitectinstructionisnotreceivedbytheContractorwithin180daysfromhisreceiptoftheLetterof Acceptance,theContractorshallbeentitledtoterminatetheContractunderSub-Clause16.2[Terminationby Contractor].

The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the CommencementDateandshallthenproceedwiththeWorkswithdueexpeditionandwithoutdelay.

TimeforCompletion

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) AchievingthepassingoftheTestsonCompletion,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 andSections].

Programme

TheContractorshallsubmitadetailedtimeprogrammetotheArchitectwithin14daysafterreceivingthenotice 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. Eachprogrammeshallinclude:

a) TheorderinwhichtheContractorintendstocarryouttheWorks,includingtheanticipatedtimingofeach stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction,erectionandtesting,

b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),

c) thesequenceandtimingofinspectionsandtestsspecifiedintheContract,and

d) asupportingreportwhichincludes:

   i) ageneraldescriptionofthemethodswhichtheContractorintendstoadopt,andofthemajorstages, in the executionoftheWorks,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.

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 Procuring Entity's Personnel shall be entitledtorelyupontheprogrammewhenplanningtheiractivities.

TheContractorshallpromptlygivenoticetotheArchitectofspecificprobablefutureeventsorcircumstances whichmayadverselyaffectthework,increasetheContractPriceordelaytheexecutionoftheWorks.

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 arevised programme to the Architect in accordance with this Sub-Clause.

Extension of Time for Completion

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 Procuring Entity, the Procuring Entity's Personnel, or the Procuring Entity's other contractors.

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.

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].

Rate of Progress

If,atanytime:

a) Actualprogressistooslowtocompletewithin theTimeforCompletion,and/or

b) Progresshasfallen(orwillfall)behindthecurrentprogrammeunderSub-Clause8.3[Programme],other thanasaresultofacauselistedinSub-Clause8.4[ExtensionofTimeforCompletion],thentheArchitect 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 expediteprogressandcompletewithintheTimeforCompletion.

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 Procuring Entity to incur additional costs, the Contractor shall subject tonotice under Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the ProcuringEntity,inadditiontodelaydamages(ifany)underSub-Clause8.7below.

Additional costs of revised methods including acceleration measures, instructed by the Architect to reduce delaysresultingfromcauseslistedunderSub-Clause8.4[ExtensionofTimeforCompletion]shallbepaidby theProcuringEntity,withoutgenerating,however,anyotheradditionalpaymentbenefittotheContractor.

DelayDamages

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 [Procuring Entity's Claims] pay delay damages to the Procuring Entity for this default. These delay damages shall be the sum stated in the **Special Conditions of Contract**, which shall be paidforeverydaywhichshallelapsebetweentherelevantTimeforCompletionandthedatestatedinthe taking-OverCertificate.However,thetotalamountdueunderthisSub-Clauseshallnotexceedthemaximum amountofdelaydamages(ifany)statedintheSpecialConditionsofContract.

Thesedelaydamagesshallbetheonlydamagesduefromthe Contractorforsuchdefault,otherthanintheevent of termination under Sub-Clause 15.2 [Termination by Procuring Entity] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from anyother duties,obligationsorresponsibilitieswhichhemayhaveundertheContract.

SuspensionofWork

TheArchitectmayatanytimeinstructtheContractortosuspendprogressofpartorallofthe Works.During suchsuspension,theContractorshallprotect,storeandsecuresuchpartortheWorksagainstanydeterioration, loss ordamage.

TheArchitectmayalsonotifythecauseforthesuspension.Ifandtotheextentthatthecauseisnotifiedandisthe responsibilityoftheContractor,thefollowingSub-Clauses8.9,8.10and8.11shallnotapply.

Consequences ofSuspension

If the Contractor suffers delay and/or incurs Cost from complying with the Architect instructions underSub- Clause 8.8 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Architectandshallbeentitledsubjectto Sub-Clause20.1[Contractor'sClaims]to:

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

b) PaymentofanysuchCost,whichshallbeincludedintheContractPrice.

Afterreceivingthisnotice,theArchitectshallproceedinaccordancewithSub-Clause3.5[Determinations]to agreeordeterminethesematters.

TheContractorshallnotbeentitledtoanextensionoftimefor,ortopaymentoftheCostincurredin,making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failuretoprotect,storeorsecureinaccordancewithSub-Clause8.8[SuspensionofWork].

PaymentforPlantandMaterialsinEventofSuspension

TheContractorshallbeentitledtopaymentofthevalue(asatthedateofsuspension)ofPlantand/orMaterials whichhavenotbeendeliveredtoSite,if:

a) TheworkonPlantordeliveryofPlantand/orMaterialshasbeensuspendedformorethan30days,and

b) the Contractor has marked the Plant and/or Materials as the Procuring Entity's property in accordance with the

Architectinstructions.

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 permissionwithin 30daysafterbeingrequestedtodoso,theContractormay,bygivingnoticetotheEngineer,treatthesuspension asanomissionunderClause13[VariationsandAdjustments] of the affectedpartoftheWorks.Ifthesuspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [TerminationbyContractor].

ResumptionofWork

After the permissionorinstructiontoproceedisgiven,theContractorandtheArchitectshalljointlyexamine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deteriorationordefectinorlossoftheWorksorPlantorMaterials,whichhasoccurredduringthesuspension afterreceivingfromtheArchitectaninstructiontothiseffectunderClause13[VariationsandAdjustments].

9. TESTS ON COMPLETION

Contractor'sObligations

The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing],afterprovidingthedocumentsinaccordancewithsub-paragraph(d)ofSub-Clause4.1[Contractor's GeneralObligations].

TheContractorshallgivetotheArchitectnotlessthan21days'noticeofthedateafterwhichtheContractorwill bereadytocarryouteachoftheTestsonCompletion.Unlessotherwiseagreed,TestsonCompletionshallbe carriedoutwithin14daysafterthisdate,onsuchdayordaysastheArchitectshallinstruct.

InconsideringtheresultsoftheTestsonCompletion,theArchitectshallmakeallowancesfortheeffectofany useoftheWorksbytheProcuringEntityontheperformanceorothercharacteristicsoftheWorks.Assoonasthe Works,oraSection,havepassedanyTestsonCompletion,theContractorshallsubmitacertifiedreportofthe resultsoftheseTeststotheEngineer.

DelayedTests

If the Tests on Completion are being unduly delayed by the Procuring Entity, Sub-Clause 7.4 [Testing] (fifth paragraph)and/orSub-Clause10.3[InterferencewithTestsonCompletion]shallbeapplicable.

IftheTestsonCompletionarebeingundulydelayedbytheContractor,theArchitectmaybynoticerequirethe Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Testsonsuchdayordayswithinthatperiodasthecontractormayfixandofwhichheshallgivenoticetothe Engineer.

IftheContractorfailstocarryouttheTestsonCompletionwithintheperiodof21days,theProcuringEntity's PersonnelmayproceedwiththeTestsattheriskandcostoftheContractor.TheTestsonCompletionshallthen bedeemedtohavebeencarriedoutinthepresenceoftheContractorandtheresultsoftheTestsshallbeaccepted asaccurate.

Retestingofrelatedworks

IftheWorks,oraSection,failtopasstheTestsonCompletion,Sub-Clause7.5[Rejection]shallapply,andthe Architect or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeatedunderthesametermsandconditions.

FailuretoPassTestsonCompletion

IftheWorks,oraSection,failtopasstheTestsonCompletionrepeatedunderSub-Clause9.3[Retesting],the Architectshallbeentitledto:

a) OrderfurtherrepetitionofTestsonCompletionunderSub-Clause9.3;or

b) if the failure deprives the Procuring Entity of substantially the whole benefit of the Works or Section, rejecttheWorksorSection(as the casemaybe),inwhicheventtheProcuringEntityshallhavethesame remediesasareprovidedinsub-paragraph(c)ofSub-Clause11.4[FailuretoRemedyDefects].

10. PROCURINGENTITY'STAKINGOVER

TakingOveroftheWorksandSections

ExceptasstatedinSub-Clause9.4[FailuretoPassTestsonCompletion],theWorksshallbetakenoverbythe Procuring Entity when (i) the Works have been completed in accordance with the Contract, including the mattersdescribedinSub-Clause8.2[TimeforCompletion]andexceptasallowedinsub-paragraph(a)below, and(ii)aTaking-OverCertificatefortheWorkshasbeenissued,orisdeemedtohavebeenissuedinaccordance withthisSub-Clause.

TheContractormayapplybynoticetotheArchitectforaTaking-OverCertificatenotearlierthan14daysbefore theWorkswill, in the Contractor'sopinion,becompleteandreadyfortakingover.IftheWorksaredividedinto Sections,theContractormaysimilarlyapplyforaTaking-OverCertificateforeachSection.

TheArchitectshall,within30daysafterreceivingtheContractor'sapplication:

a) IssuetheTaking-OverCertificatetotheContractor,statingthedateonwhichtheWorksorSectionwere completedinaccordancewiththeContract,exceptforanyminoroutstandingworkanddefectswhichwill notsubstantiallyaffecttheuseoftheWorksorSectionfortheirintendedpurpose(eitheruntilorwhilstthis workiscompletedandthesedefectsareremedied);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 issuingafurthernoticeunderthisSub-Clause.

IftheArchitectfailseithertoissuetheTaking-OverCertificateortorejecttheContractor'sapplicationwithin theperiodof30days,andiftheWorksorSection(as the casemaybe)aresubstantiallyinaccordancewiththe Contract,theTaking-OverCertificateshallbedeemedtohavebeenissuedonthelastdayofthatperiod.

TakingOverofPartsoftheWorks

TheArchitectmay,atthesolediscretionoftheProcuringEntity,issueaTaking-OverCertificateforanypartof thePermanentWorks.

The Procuring Entity 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 Certificateforthispart.However,iftheProcuringEntitydoesuseanypartoftheWorksbeforetheTaking-Over Certificate isissued:

a) Thepartwhichisusedshallbedeemedtohavebeentakenoverasfromthedateonwhichitisused,
b) theContractorshallceasetobeliableforthecareofsuchpartasfromthisdate,whenresponsibilityshall passtotheProcuringEntity,and
c) ifrequestedbytheContractor,theArchitectshallissueaTaking-OverCertificateforthispart.

After the ArchitecthasissuedaTaking-OverCertificateforapartoftheWorks,theContractorshallbegiventhe earliestopportunitytotakesuchstepsasmaybenecessarytocarryoutanyoutstandingTestsonCompletion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevantDefectsNotificationPeriod.

If the Contractor incurs Cost as a result of the Procuring Entity taking over and/or using a part of the Works, otherthansuchuseasisspecifiedintheContractoragreedbytheContractor,theContractorshall(i)givenotice 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 proceedinaccordancewithSub-Clause3.5[Determinations]toagreeordeterminethisaccruedcost.

IfaTaking-OverCertificatehasbeenissuedforapartoftheWorks (otherthanaSection),thedelaydamages thereafterforcompletionoftheremainderoftheWorksshallbereduced.Similarly,thedelaydamagesforthe remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the datestatedinthisTaking-OverCertificate,theproportionalreductioninthesedelaydamagesshallbe calculatedastheproportionwhichthevalueofthepartsocertifiedbearstothevalueoftheWorksorSection(as thecasemaybe)asawhole.TheArchitectshallproceedinaccordancewithSub-Clause3.5[Determinations]to agreeordeterminetheseproportions.Theprovisionsofthisparagraphshallonlyapplytothedailyrateofdelay damagesunderSub-Clause8.7[DelayDamages]andshallnotaffectthemaximumamountofthesedamages.

InterferencewithTestsonCompletion

IftheContractorisprevented,formorethan14days,fromcarryingouttheTestsonCompletionbyacausefor whichtheProcuringEntityisresponsible,theProcuringEntityshallbedeemedtohavetakenovertheWorksor Section(as the casemaybe) on the datewhentheTestsonCompletionwouldotherwisehavebeencompleted.

TheArchitectshallthenissueaTaking-OverCertificateaccordingly, and the ContractorshallcarryouttheTests onCompletionassoonaspracticable,beforetheexpirydateoftheDefectsNotificationPeriod.TheArchitect shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevantprovisionsoftheContract.

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-Clause20.1 [Contractor'sClaims]to:

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

b) paymentofanysuchaccruedcosts,whichshallbeincludedintheContractPrice.

Afterreceivingthisnotice,theArchitectshallproceedinaccordancewithSub-Clause3.5[Determinations]to agreeordeterminethesematters.

SurfacesRequiringReinstatement

ExceptasotherwisestatedinaTaking-OverCertificate,acertificateforaSectionorpartoftheWorksshallnot bedeemedtocertifycompletionofanygroundorothersurfacesrequiringreinstatement.

11. DEFECTSLIABILITY

CompletionofOutstandingWorkandRemedyingDefects

InorderthattheWorksandContractor'sDocuments,andeachSection,shallbeintheconditionrequiredbythe Contract(fairwearandtearexcepted)bytheexpirydateoftherelevantDefectsNotificationPeriodorassoonas practicablethereafter,theContractorshall:

a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonabletimeasisinstructedbytheEngineer,and

b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the ProcuringEntityonorbeforetheexpirydateoftheDefectsNotificationPeriodfortheWorksorSection (as the casemaybe).

Ifadefectappearsordamageoccurs,theContractorshallbenotifiedaccordinglybytheEngineer.

CostofRemedyingDefects

All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and RemedyingDefects]shallbeexecutedattheriskandcostoftheContractor,ifandtotheextentthattheworkis attributableto:

a) AnydesignforwhichtheContractorisresponsible,

b) Plant,MaterialsorworkmanshipnotbeinginaccordancewiththeContract,or

c) FailurebytheContractortocomplywithanyotherobligation.

Ifandtotheextentthatsuchworkisattributabletoanyothercause,theContractorshallbenotifiedpromptlyby (oronbehalfof)theProcuringEntity,andSub-Clause13.3[VariationProcedure]shallapply.

ExtensionofDefectsNotificationPeriod

TheProcuringEntityshallbeentitledsubjecttoSub-Clause2.5[ProcuringEntity'sClaims]toanextensionof theDefectsNotificationPeriodfortheWorksoraSectionifandtotheextentthattheWorks,Sectionoramajor 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 NotificationPeriodshallnotbeextendedbymorethantwoyears.

Ifdeliveryand/orerectionofPlantand/orMaterialswassuspendedunderSub-Clause8.8[SuspensionofWork] orSub-Clause16.1[Contractor'sEntitlementtoSuspendWork],theContractor'sobligationsunderthisClause shallnotapplytoanydefectsordamageoccurringmorethantwoyearsaftertheDefectsNotificationPeriodfor thePlantand/orMaterialswouldotherwisehaveexpired.

FailuretoRemedyDefects

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 noticeofthisdate.

If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executedatthecostoftheContractorunderSub-Clause11.2[CostofRemedyingDefects],theProcuringEntity may(athisoption):

(a) Carryouttheworkitselforbyothers,inareasonablemannerandattheContractor'scost, but the Contractorshall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity the costs reasonably incurred by the Procuring Entity in remedying the defect ordamage;

(b) RequiretheArchitecttoagreeordetermineareasonablereductionintheContractPriceinaccordancewithSub-Clause 3.5

[Determinations]; or

(c) if the defect or damage deprives the Procuring Entity of substantially the whole benefit of the Works or any majorpartoftheWorks,terminatetheContractasawhole,orinrespectofsuchmajorpartwhichcannotbeput to the intendeduse.Withoutprejudicetoanyotherrights,undertheContractorotherwise,theProcuringEntity shallthenbeentitledtorecoverallsumspaidfortheWorksorforsuchpart(as the casemaybe),plusfinancing costsandthecostofdismantlingthesame,clearingtheSiteandreturningPlantandMaterialstotheContractor.

RemovalofDefectiveWork

IfthedefectordamagecannotberemediedexpeditiouslyontheSiteandtheProcuringEntitygivesconsent,the ContractormayremovefromtheSiteforthepurposesofrepairsuchitemsofPlantasaredefectiveordamaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacementcostoftheseitems,ortoprovideotherappropriatesecurity.

FurtherTests

IftheworkofremedyingofanydefectordamagemayaffecttheperformanceoftheWorks,theArchitectmay require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within14daysafterthedefectordamageisremedied.

These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shallbecarriedoutattheriskandcostofthePartyliable,underSub-Clause11.2[CostofRemedyingDefects], for the costoftheremedialwork.

RightofAccess

UntiltheCompletionCertificatehasbeenissued,theContractorshallhavesuchrightofaccesstotheWorksas is reasonably required in order to comply with this Clause, except as may be inconsistent with the Procuring Entity'sreasonablesecurityrestrictions.

ContractortoSearch

TheContractorshall,ifrequiredbytheEngineer,searchforthecauseofanydefectonpartsoftheworks that havealreadyaccepted,underthedirectionoftheEngineer.Unlessthedefectistoberemediedatthecostofthe 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 includedintheContractPrice.

CompletionCertificate

PerformanceoftheContractor'sobligationsshallnotbeconsideredtohavebeencompleteduntiltheArchitect hasissuedtheCompletionCertificatetotheContractor,statingthedateonwhichtheContractorcompletedhis obligationsundertheContract.

The Architect shall issue the Completion Certificate within 30days after the latest of the expiry dates of the DefectsLiabilityPeriod,orassoonthereafterastheContractorhassuppliedalltheContractor'sDocumentsand completed and tested all the Works, including remedying any defects. A copy of the Completionn Certificate shallbeissuedtotheProcuringEntity.

OnlytheCompletionCertificateshallbedeemedtoconstituteacceptanceoftheWorks.

UnfulfilledObligations

After the Completion Certificate has been issued, each Party shall remain liable for the fulfilment of any obligationwhichremainsunperformedatthattime.Forthepurposesofdeterminingthenatureandextentof unperformedobligations,theContractshallbedeemedtoremaininforce.

ClearanceofSite

Upon receiving the Completion Certificate, the Contractor shall remove any remaining Contractor's Equipment,surplusmaterial,wreckage,rubbishandTemporaryWorksfromtheSite.

If all these items have not been removed within 30days after receipt by the Contractor of the Completion Certificate,theProcuringEntitymaysellorotherwisedisposeofanyremainingitems.TheProcuringEntity shallbeentitledtobepaidthecostsincurredinconnectionwith,orattributableto,suchsaleordisposaland restoringtheSite.

Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the

ProcuringEntity'scosts,theContractorshallpaytheoutstandingbalancetotheProcuringEntity.

12. MEASUREMENT AND EVALUATION

WorkstobeMeasured

TheWorks shallbemeasured,andvaluedforpayment,inaccordancewiththisClause.TheContractorshall 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 particularsdetailingtheamountswhichheconsiderstobeentitledundertheContract.

WhenevertheArchitectrequiresanypartoftheWorkstobemeasured,reasonablenoticeshallbegiventothe Contractor'sRepresentative,whoshall:

a) promptly either attend or send another qualified representative to assist the Architect in making the measurement,and
b) supplyanyparticularsrequestedbytheEngineer.

If the Contractor fails to attend or send a representative, the measurement made by the Architect shall be accepted asaccurate.

ExceptasotherwisestatedintheContract,whereveranyPermanentWorksaretobemeasuredfromrecords, theseshallbepreparedbytheEngineer.TheContractorshall,asandwhenrequested,attendtoexamine and agreetherecordswiththeEngineer,andshallsignthesamewhenagreed.IftheContractordoesnotatten d,the recordsshallbeacceptedasaccurate.

IftheContractorexaminesanddisagreestherecords,and/ordoesnotsignthemasagreed,thentheContractor shall give notice to the Architect of the respects in which the records are asserted to be inaccurate. After receiving this notice, theArchitect shall review the records and either confirm or vary them and certifythe paymentoftheundisputedpart.IftheContractordoesnotsogivenoticetotheArchitectwithin14daysafter beingrequestedtoexaminetherecords,theyshallbeacceptedasaccurate.

MethodofMeasurement

Except as otherwise stated in the Contract:

a) MeasurementshallbemadeofthenetactualquantityofeachitemofthePermanentWorks,and
b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.

Evaluation

Except as otherwise stated in the Contract, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations]toagreeordeterminethevalueofworkdonebyevaluatingeachitemofwork,applyingthe measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriaterateorpricefortheitem.

Foreachitemofwork,theappropriaterateorpricefortheitemshallbetherateorpricespecifiedforsuchitem in the Contractor,ifthereisnosuchitem,specifiedforsimilarwork.

AnyitemofworkincludedintheBillofQuantitiesforwhichnorateorpricewasspecifiedshallbeconsidered asincludedinotherratesandpricesintheBillofQuantitiesandwillnotbepaidforseparately.

However, for a newitemofwork,anewrateorpriceshallbeappropriateforsuchitemofworkif:

a) TheworkisinstructedunderClause13[VariationsandAdjustments],
b) norateorpriceisspecifiedintheContractforthisitem,and
c) no specified rate or price is appropriate because the item of work is not of similar character, or is not executedundersimilarconditions,asanyitemintheContract.

EachnewrateorpriceshallbederivedfromanyrelevantratesorpricesintheContract.Ifnoratesorpricesare relevantforthenewitemofwork,itshallbederivedfromthereasonableCostofexecutingsuchwork,prevailing marketrates,togetherwithprofit,takingaccountofanyotherrelevantmatters.

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.

Wherethecontractpriceisdifferentfromthecorrectedtenderprice,inordertoensurethecontractorisnotpaid lessormorerelativetothecontractprice(*whichwouldbethetenderprice*),paymentvaluationcertificatesand variationordersonomissionsandadditionsvaluedbasedonratesintheBillofQuantitiesorscheduleofratesin the Tender, will be adjusted by a plusorminus percentage. The percentage already worked out during tender

evaluationisworkedoutasfollows:*(correctedtenderprice–tenderprice)/tenderpriceX100*.

Omissions

Whenevertheomissionofanyworkformspart(orall)ofaVariation,thevalueofwhichhasnotbeenagreed,if:

a) TheContractorwillincur(orhasincurred)costwhich,iftheworkhadnotbeenomitted,wouldhavebeen deemedtobecoveredbyasumformingpartoftheAcceptedContractAmount;

b) Theomissionoftheworkwillresult(orhasresulted)inthissumnotformingpartoftheContractPrice;and

c) thiscostisnotdeemedtobeincludedintheevaluationofanysubstitutedwork;thentheContractorshall 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,whichshallbeincludedintheContractPrice.

13. VARIATIONS AND ADJUSTMENTS

13.1 RighttoVary

13.1.1 Variations may be initiated by the Architect at any time prior to issuing the Taking-Over Certificate for the Works,eitherbyaninstructionorbyarequestfortheContractortosubmitaproposal.NoVariationinstructed bytheArchitectunderthisClauseshallinanywayvitiateorinvalidatetheContract.

13.1.2 TheContractorshallexecuteandbeboundbyeachVariation,unlesstheContractorpromptlygivesnoticetothe Architectstating(withsupportingparticulars)that(i)theContractorcannotreadilyobtaintheGoodsrequired for the Variation,or(ii)suchVariationtriggersasubstantialchangeinthesequenceorprogressoftheWorks. Uponreceivingthisnotice,theArchitectshallcancel,confirmorvarytheinstruction.

13.1.3 EachVariationmayinclude:

a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarilyconstituteaVariation),

b) changestothequalityandothercharacteristicsofanyitemofwork,

c) changestothelevels,positionsand/ordimensionsofanypartoftheWorks,

d) omissionofanyworkunlessitistobecarriedoutbyothers,

e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associatedTestsonCompletion,boreholesandothertestingandexploratorywork,or

f) changestothesequenceortimingoftheexecutionoftheWorks.

13.1.4 TheContractorshallnotmakeanyalterationand/ormodificationofthePermanentWorks,unlessanduntilthe ArchitectinstructsafterobtainingapprovaloftheProcuringEntity.

13.2. VariationOrderProcedure

13.2.1 PriortoanyVariationOrderunderSub-Clause13.1.4theArchitectshallnotifytheContractorofthenatureand formofsuchvariation.Assoonaspossibleafterhavingreceivedsuchnotice,theContractorshallsubmittothe Engineer:

a) A descriptionofwork,ifany,tobeperformedandaprogrammeforitsexecution,and

b) theContractor'sproposalsforanynecessarymodificationstotheProgrammeaccordingtoSub-Clause8.3 ortoanyoftheContractor'sobligationsundertheContract,and

c) theContractor'sproposalsforadjustmenttotheContractPrice.

Following the receipt of the Contractor's submission the Architect shall, after due consultation with the EmployerandtheContractor,decideassoonaspossiblewhetherornotthevariationshallbecarriedout.Ifthe Architectdecidesthatthevariationshallbecarriedout,heshallissueaVariationOrderclearlyidentifiedassuch inaccordancewiththeContractor'ssubmissionorasmodifiedbyagreement.

If the Architect and the Contractor are unable to agree the adjustment of the Contract Price, the provisions of Sub-Clause13.2.2 shall apply.

DisagreementonAdjustmentoftheContractPrice

IftheContractorandtheArchitectureunabletoagreeontheadjustmentoftheContractPrice,theadjustment 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 specificworkinquestion,suitableratesshallbeestablishedbytheArchitectreflectingthelevelofpricinginthe Dayworks Prices. Where rates are not contained in the said Prices, the amount shall be such as is in all the circumstancesreasonable,reflectingamarketprice.Dueaccountshallbetakenofanyover-orunder-recovery ofoverheadsbytheContractorinconsequenceofthevariation.TheContractorshallalsobeentitledtobepaid:

a) Thecostofanypartialexecutionoftheworksrendereduselessbyanysuchvariation,

b) Thecostofmakingnecessaryalterationstoplantalreadymanufacturedorinthecourseofmanufactureor ofanyworkdonethathastobealteredinconsequenceofsuchavariation,

c) anyadditionalcostsincurredbytheContractorbythedisruptionoftheprogressoftheWorksasdetailed in the Programme,and

d) theneteffectoftheContractor'sfinancecosts,includinginterest,causedbythevariation.

The Architect shall on this basis determine the rates or prices to enable on-account payment to be included in certificates of payment.

ContractortoProceed

OnreceiptofaVariationOrder,theContractorshallforthwithproceedtocarryoutthevariationandbeboundto these Conditions in so doing as if such variation was stated in the Contract. The work shall not be delayedpendingthegrantingofanextensionoftheTimeforCompletionoranadjustmenttotheContractPriceunder Sub-Clause31.3.

ValueEngineering

TheContractor may, atanytime,submittotheArchitectwrittenproposalwhich(in the Contractor'sopinion) will,ifadopted,(i)accelerateCompletion,(ii)reducethecosttotheProcuringEntity ofexecuting,maintaining oroperatingtheWorks,(iii)improvetheefficiencyorvaluetotheProcuringEntityofthecompletedWorks,or

(iv) otherwise be of benefit to the Procuring Entity.

Theproposalshallbepreparedatthecostofthe Contractorandshallincludetheitemslistedin Sub-Clause13.3 [VariationProcedure].

If a proposal, which is approved by the Engineer, includes a change in the design of part of the Permanent Works,thenunlessotherwiseagreedbybothParties:

a) TheContractorshalldesignthispart,

b) sub-paragraphs(a)to(d)ofSub-Clause4.1[Contractor'sGeneralObligations]shallapply, and

c) if this change results in a reduction in the contract value of this part, the Architect shall proceed in accordancewithSub-Clause3.5[Determinations]toagreeordetermineafee,whichshallbeincludedin theContractPrice.Thisfeeshallbehalf(50%) of the differencebetweenthefollowingamounts:

   i) suchreductionincontractvalue,resultingfromthechange,excludingadjustmentsunderSub-Clause 13.8 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost], and

   ii) thereduction(ifany) in the valuetotheProcuringEntityofthevariedworks,takingaccountofany improvementinquality,anticipatedlifeoroperationalefficiencies.

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 Procuring Entity.

VariationProcedureforValueEngineeringproposal

IftheArchitectrequestsaproposal,priortoinstructingaVariation, theContractorshallrespondinwritingas soonaspracticable,eitherbygivingreasonswhyhecannotcomply(ifthisisthecase)orbysubmitting:

a) A descriptionoftheproposedworktobeperformedandaprogrammeforitsexecution,

b) theContractor'sproposalforanynecessarymodificationstotheprogrammeaccordingtoSub-Clause8.3 [Programme]andtotheTimeforCompletion,and

c) theContractor'sproposalforevaluationoftheVariation.

TheArchitectshall,assoonaspracticableafterreceivingsuchproposal(underSub-Clause13.2[ValueProject Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall notdelay anyworkwhilstawaitingaresponse.

EachinstructiontoexecuteaVariation,withanyrequirementsfortherecordingofCosts,shallbeissuedbythe ArchitecttotheContractor,whoshallacknowledgereceipt.

Each Variation shall be evaluated in accordance with Clause 12 [Measurement and Evaluation], unless the ArchitectinstructsorapprovesotherwiseinaccordancewiththisClause.

PaymentinApplicableCurrencies

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 proportionsoftheCostofthevariedwork,andtotheproportionsofvariouscurrenciesspecifiedforpaymentof theContractPrice.

ProvisionalSums

EachProvisionalSumshallonlybeused,inwholeorinpart,inaccordancewiththeArchitectinstructions,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.ForeachProvisionalSum,theArchitectMayinstruct:

a) Worktobeexecuted(includingPlant,Materialsorservicestobesupplied)bytheContractorandvalued underSub-Clause13.3[VariationProcedure];and/or

b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as definedinClause5[NominatedSubcontractors])orotherwise;andforwhichthereshallbeincludedinthe ContractPrice:

   i) Theactualamountspaid(orduetobepaid)bytheContractor,and

   ii) asumforoverheadchargesandprofit,calculatedasapercentageoftheseactualamountsbyapplying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentageratestatedin**theSpecialConditionsofContract**shallbeapplied.

TheContractorshall,whenrequiredbytheEngineer,producequotations,invoices,vouchersandaccountsor receiptsinsubstantiation.

Dayworks

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 followingprocedureshallapply.IfaDayworkScheduleisnotincludedintheContract,this Sub-Clauseshallnotapply.

BeforeorderingGoodsforthework,theContractorshallsubmitquotationstotheEngineer.Whenapplyingfor payment,theContractorshallsubmitinvoices,vouchersandaccountsorreceiptsforanyGoods.

Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall delivereachdaytotheArchitectaccuratestatementsinduplicatewhichshallincludethefollowingdetailsofthe resourcesusedinexecutingthepreviousday'swork:

a) Thenames,occupationsandtimeofContractor'sPersonnel,
b) theidentification,typeandtimeofContractor'sEquipmentandTemporaryWorks,and
c) thequantitiesandtypesofPlantandMaterialsused.

One copy of each statement will, if correct, or when agreed, be signed by the Architect and returned to the Contractor.TheContractorshallthensubmitpricedstatementsoftheseresourcestotheEngineer,priortotheir inclusioninthenextStatementunderSub-Clause14.3[ApplicationforInterimPaymentCertificates].

AdjustmentsforChangesinLegislation

TheContractPriceshallbeadjustedtotakeaccountofanyincreaseordecreaseinCostresultingfromachange in the LawsofKenya(includingtheintroductionofnewLawsandtherepealormodificationofexistingLaws) orinthejudicialorofficialgovernmentalinterpretationofsuchLaws,madeaftertheBaseDate,whichaffectthe Contractorintheperformanceofobligationsunderthecontract.

If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result ofthese changesintheLawsorinsuchinterpretations,madeaftertheBaseDate,theContractorshallgivenoticetothe Architectandshallbeentitledsubjecttosub-Clause20.1[Contractor'sClaims]to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [ExtensionofTimeforCompletion],and
b) paymentofanysuchCost,whichshallbeincludedintheContractPrice.

Afterreceivingthisnotice,theArchitectshallproceedinaccordancewithSub-Clause3.5[Determinations]to agreeordeterminethesematters.

Notwithstandingtheforegoing,theContractorshallnotbeentitledtoanextensionoftimeiftherelevantdelay has already beentakenintoaccountinthedeterminationofapreviousextensionoftimeandsuchCostshallnot beseparatelypaidifthesameshallalreadyhavebeentakenintoaccountintheindexingof anyinputstothetable ofadjustmentdatainaccordancewiththeprovisionsofSub-Clause13.8[AdjustmentsforChangesinCost].

AdjustmentsforChangesinCost

In this Sub-Clause, "table of adjustment data" means the completed table of adjustment data for local and foreigncurrenciesincludedintheSchedules.Ifthereisnosuchtableofadjustmentdata,thisSub-Clauseshall notapply.

IfthisSub-Clauseapplies,theamountspayabletotheContractorshallbeadjustedforrisesorfallsinthecostof labor, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulaeprescribedinthisSub-Clause.Totheextentthatfullcompensationforanyriseorfallin Costsisnot covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have includedamountstocoverthecontingencyofotherrisesandfallsincosts.

Theadjustmenttobeappliedtotheamountotherwisepayabletothe Contractor,asvaluedinaccordancewith theappropriateScheduleandcertifiedinPaymentCertificates,shallbedeterminedfromformulaeforeachof thecurrenciesinwhichtheContractPriceispayable.Noadjustmentistobeappliedtoworkvaluedonthebasis ofCostorcurrentprices.Theformulaeshallbeofthefollowinggeneraltype:

Price Adjustment Formula

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

P = A + B Im/Io

where:

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

A and **B** a recoefficients **specified in the SCC,** representing then on adjustable and adjustable portions, respectively, of the Contract Price payable and

I m is the index prevailing at the end of the month being invoiced and **Io**c is the index prevailing 30 days before Bid opening for inputs payable.

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

Thecostindicesorreferencepricesstatedinthetableofadjustmentdatashallbeused.Iftheirsourceisindoubt, itshallbedeterminedbytheEngineer.Forthispurpose,referenceshallbemadetothevaluesoftheindicesat stateddates(quotedinthefourthandfifthcolumnsrespectivelyofthetable) for the purposesofclarificationof thesource;althoughthesedates(andthusthesevalues)maynotcorrespondtothebasecostindices.

Incaseswherethe"currencyofindex"isnottherelevantcurrencyofpayment,eachindexshallbeconverted into the relevant currency of payment at the selling rate, established by the Central Bank of Kenya, of this relevantcurrencyontheabovedateforwhichtheindexisrequiredtobeapplicable.

Untilsuchtimeaseachcurrentcostindexisavailable,theArchitectshalldetermineaprovisionalindexforthe issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculatedaccordingly.

IftheContractorfailstocompletetheWorkswithintheTimeforCompletion,adjustmentofpricesthereafter shallbemadeusingeither(i)eachindexorpriceapplicableonthedate49dayspriortotheexpiryoftheTime for Completion of the Works, or (ii) the current index or price, whichever is more favorable to the Procuring Entity.

Theweightings(coefficients)foreachofthefactorsofcoststatedinthetable(s)ofadjustmentdatashallonlybe adjustediftheyhavebeenrenderedunreasonable,unbalancedorinapplicable,asaresultofVariations.

14 CONTRACT PRICE AND PAYMENT

The ContractPrice

UnlessotherwisestatedintheSpecialConditions:

a) Thevalueofthepaymentcertificateshallbeagreedordeterminedunder Sub-Clause12.3[Evaluation]and besubjecttoadjustmentsinaccordancewiththeContract;

b) theContractorshallpayalltaxes,dutiesandfeesrequiredtobepaidbyhimundertheContract,andthe Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause13.7 [AdjustmentsforChangesinLegislation];

c) anyquantitieswhichmaybesetoutintheBillofQuantitiesorotherScheduleareestimatedquantitiesand arenottobetakenastheactualandcorrectquantities:

i) of the WorkswhichtheContractorisrequiredtoexecute,or

ii) for the purposesofClause12[MeasurementandEvaluation];and

d) the Contractor shall submit to the Engineer, within 30 days after the Commencement Date, a proposed breakdownofeachlumpsumpriceintheSchedules.TheArchitectmaytakeaccountofthebreakdown whenpreparingPaymentCertificatesbutshallnotbeboundbyit.

Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts therefor,importedbytheContractorforthesolepurposeofexecutingtheContractshallnotbeexemptfromthe paymentofimportdutiesandtaxesuponimportation.

AdvancePayment

TheProcuringEntityshallmakeanadvancepayment,asaninterest-freeloanformobilizationandcashflow support,whentheContractorsubmitsaguaranteeinaccordancewiththisClause.Thetotaladvancepayment, thenumberandtimingofinstalments(ifmorethanone), and the applicablecurrenciesandproportions,shallbe asstatedinthe**SpecialConditionsofContract.**

UnlessanduntiltheProcuringEntityreceivesthisguarantee,orifthetotaladvancepaymentisnotstatedinthe SpecialConditionsofContract,thisSub-Clauseshallnotapply.

TheArchitectshalldelivertotheProcuringEntityandtotheContractoranInterimPaymentCertificateforthe advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Procuring Entity receives (i) the Performance Security in accordancewithSub-Clause4.2[PerformanceSecurity]and(ii)aguaranteeinamountsandcurrenciesequalto theadvancepayment.Thisguaranteeshallbeissuedbyareputablebankorfinancialinstitutionselectedbythe Contractor and shall be in the form annexed to the Special Conditions or in another form approved by the ProcuringEntity.

The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid,butitsamountshallbeprogressivelyreducedbytheamountrepaidbytheContractorasindicatedinthe Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not beenrepaidbythedate30dayspriortotheexpirydate,theContractorshallextendthevalidityoftheguarantee untiltheadvancepaymenthasbeenrepaid.

Unlessstatedotherwisein**theSpecialConditionsofContract**,theadvancepaymentshallberepaidthrough percentagedeductionsfromtheinterimpaymentsdeterminedbytheArchitectinaccordancewithSub-Clause14.6 [Issue of Interim Payment Certificates], as follows:

a) DeductionsshallcommenceinthenextinterimPaymentCertificatefollowingthatinwhichthetotalofall certifiedinterimpayments(excludingtheadvancepaymentanddeductionsandrepaymentsofretention) exceeds30percent(30%) of the AcceptedContractAmountlessProvisionalSums;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 repaymentsaswellasdeductionsforretentionmoney) in the currenciesandproportionsoftheadvance paymentuntilsuchtimeastheadvancepaymenthasbeenrepaid;providedthattheadvancepaymentshall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less ProvisionalSumshasbeencertifiedforpayment.

If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Worksor prior to termination under Clause 15 [Termination by Procuring Entity], Clause 16 [Suspension and TerminationbyContractor]orClause19[ForceMajeure](asthecasemaybe),thewholeofthebalancethen outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Procuring Entity], except for Sub-Clause 14.2.7 [Procuring Entity's Entitlement to Termination for Convenience],payablebytheContractortotheProcuringEntity.

ApplicationforInterimPaymentCertificates

TheContractorshallsubmitaStatement(innumberofcopiesindicatedinthe**SpecialConditionsofContract**) to the Architectaftertheendofeachmonth,inaformapprovedbytheEngineer,showingindetailtheamounts towhichtheContractorconsidersitselftobeentitled,togetherwithsupportingdocumentswhichshallinclude thereportontheprogressduringthismonthinaccordancewithSub-Clause4.21[ProgressReports].

The Statement shall include the following items, as applicable, which shall be expressed in the various

currenciesinwhichtheContractPriceispayable, in the sequencelisted:

a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the endofthemonth(includingVariationsbutexcludingitemsdescribedinsub-paragraphs(b)to(g)below);

b) anyamountstobeaddedanddeductedforchangesinlegislationandchangesincost,inaccordancewith Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for ChangesinCost];

c) anyamounttobedeductedforretention,calculatedbyapplyingthepercentageofretentionstatedin**the Special Conditions of Contract** to the total of the above amounts, until the amount so retained by the Procuring Entity reaches the limit of Retention Money (if any) stated **in the Special Conditions of Contract**;

d) anyamountstobeaddedfortheadvancepaymentand(ifmorethanoneinstalment)andtobedeductedfor itsrepaymentsinaccordancewithSub-Clause14.2[AdvancePayment];

e) anyamountstobeaddedanddeductedforPlantandMaterialsinaccordancewithSub-Clause14.5[Plant andMaterialsintendedfortheWorks];

f) anyotheradditionsordeductionswhichmayhavebecomedueundertheContractorotherwise,including thoseunderClause20[Claims,DisputesandArbitration];and

g) thedeductionofamountscertifiedinallpreviousPaymentCertificates.

Schedule ofPayments

IftheContractincludesascheduleofpaymentsspecifyingtheinstalmentsinwhichtheContractPricewillbe paid,thenunlessotherwisestatedinthisschedule:

a) Theinstalmentsquotedinthisscheduleofpaymentsshallbetheestimatedcontractvaluesforthepurposes ofsub-paragraph(a)ofSub-Clause14.3[ApplicationforInterimPaymentCertificates];

b) Sub-Clause14.5[PlantandMaterialsintendedfortheWorks]shallnotapply;and

c) Iftheseinstalmentsarenotdefinedbyreferencetotheactualprogressachievedinexecutingthe Works, andifactualprogressisfoundtobelessormorethanthatonwhichthisscheduleofpaymentswasbased, 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 thanthatonwhichtheinstalmentswerepreviouslybased.

IftheContractdoesnotincludeascheduleofpayments,theContractorshallsubmitnon-bindingestimatesof 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,untiltheTaking-OverCertificatehasbeenissuedfortheWorks.

PlantandMaterialsintendedfortheWorks

IfthisSub-Clauseapplies,InterimPaymentCertificatesshallinclude,undersub-paragraph(e)ofSub-Clause 14.3,(i)anamountforPlantandMaterialswhichhavebeensenttotheSiteforincorporationinthePermanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the PermanentWorksundersub-paragraph(a)ofSub-Clause14.3[ApplicationforInterimPaymentCertificates].

Ifthelistsreferredtoinsub-paragraphs(b)(i)or(c)(i)belowarenotincludedintheSchedules,thisSub-Clause shallnotapply.

TheArchitectshalldetermineandcertifyeachadditionifthefollowingconditionsaresatisfied:

a) TheContractorhas:
   i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) whichareavailableforinspection,and
   (ii) submitted statementoftheCostofacquiringanddeliveringthePlantandMaterialstotheSite, supportedbysatisfactoryevidence;

   and either:

b) therelevantPlantandMaterials:
   i) arethoselistedintheSchedulesforpaymentwhenshipped,
   ii) have been shippedtoKenya,enroutetotheSite,inaccordancewiththeContract;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 documentsreasonablyrequired,andabankguaranteeinaformandissuedbyanentityapprovedby theProcuringEntityinamountsandcurrenciesequaltotheamountdueunderthisSub-Clause:this guaranteemaybeinasimilarformtotheformreferredtoinSub-Clause14.2[AdvancePayment] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss,damageordeterioration;or

c) therelevantPlantandMaterials:

i) arethoselistedintheSchedulesforpaymentwhendeliveredtotheSite,and

ii) have been delivered to and are properly stored on the Site, are protected against loss, damage or deteriorationandappeartobeinaccordancewiththeContract.

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 documentsmentionedinthisSub-ClauseandofthecontractvalueofthePlantandMaterials.

Thecurrenciesforthisadditionalamountshallbethesameasthoseinwhichpaymentwillbecomeduewhen 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 equivalentto,andinthesamecurrenciesandproportionsas,thisadditionalamountfortherelevantPlantand Materials.

IssueofInterimPaymentCertificates

No amount will be certified or paid until the Procuring Entity has received and approved the Performance Security.Thereafter,theArchitectshall,within30daysafterreceivingaStatementandsupportingdocuments, deliver to the Procuring Entity 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 withholdingmadebytheArchitectontheStatementifany.

However,priortoissuingtheTaking-OverCertificatefortheWorks,theArchitectshallnotbeboundtoissuean InterimPaymentCertificateinanamountwhichwould(afterretentionandotherdeductions)belessthanthe minimumamountofInterimPaymentCertificates(ifany)stated**intheSpecialConditionsofContract**.Inthis event,theArchitectshallgivenoticetotheContractoraccordingly.

AnInterimPaymentCertificateshallnotbewithheldforanyotherreason,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) iftheContractorwasorisfailingtoperformanyworkorobligationinaccordancewiththeContract,and had been sonotifiedbytheEngineer,thevalueofthisworkorobligationmaybewithhelduntiltheworkor obligationhasbeenperformed.

4.6.4 The Architect may in any Payment Certificate make any correction or modification that should properly be madetoanypreviousPaymentCertificate.APaymentCertificateshallnotbedeemedtoindicatetheArchitect acceptance,approval,consentorsatisfaction.

Payment

TheProcuringEntityshallpaytotheContractor:

a) Theadvancepaymentshallbepaidwithin60daysaftersigningofthecontractbybothpartiesorwithin60 daysafterreceivingthedocumentsinaccordancewithSub-Clause4.2[PerformanceSecurity]andSub-Clause14.2[AdvancePayment],whicheverislater;

b) TheamountcertifiedineachInterimPaymentCertificatewithin60daysaftertheArchitectIssuesInterim PaymentCertificate;and

c) the amount certified in the Final Payment Certificate within 60 days after the Procuring Entity Issues InterimPaymentCertificate;orafterdeterminationofanydisputedamountshownintheFinalStatement inaccordancewithSub-Clause16.2[TerminationbyContractor].

Paymentoftheamountdueineachcurrencyshallbemadeintothebankaccount,nominatedbytheContractor, in the paymentcountry(forthiscurrency)specifiedintheContract.

DelayedPayment

IftheContractordoesnotreceivepaymentinaccordancewithSub-Clause14.7[Payment],theContractorshall 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.

Thesefinancingchargesshallbecalculatedattheannualrateofthreepercentagepointsabovethemeanrateof theCentralBankinKenyaofthecurrencyofpayment,orifnotavailable,theinterbankofferedrate,andshallbe paidinsuchcurrency.

TheContractorshallbeentitledtothispaymentwithoutformalnoticeandcertification,andwithoutprejudice toanyotherrightorremedy.

PaymentofRetentionMoney

WhentheTaking-OverCertificatehasbeenissuedfortheWorks,thefirsthalfoftheRetentionMoneyshallbe certifiedbytheArchitectforpaymenttotheContractor.IfaTaking-OverCertificateisissuedforaSectionor part of theWorks,aproportionoftheRetentionMoneyshallbecertifiedandpaid.Thisproportionshallbehalf (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimatedfinalContractPrice.

Promptly after the latest of the expiry dates of the Defects Liability Periods, the outstanding balance of the RetentionMoneyshallbecertifiedbytheArchitectforpaymenttotheContractor.IfaTaking-OverCertificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptlyaftertheexpirydateoftheDefectsNotificationPeriodfortheSection.Thisproportionshallbehalf (50%) of the proportioncalculatedbydividingtheestimatedcontractvalueoftheSectionbytheestimatedfinal ContractPrice.

However,ifanyworkremainstobeexecutedunderClause11[DefectsLiability],theArchitectshallbeentitled towithholdcertificationoftheestimatedcostofthisworkuntilithasbeenexecuted.

When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [AdjustmentsforChangesinLegislation]andSub-Clause13.8[AdjustmentsforChangesinCost].

Unless otherwise stated in the Special Conditions, when the Taking-Over Certificate has been issued for the WorksandthefirsthalfoftheRetentionMoneyhasbeencertifiedforpaymentbytheEngineer,theContractor 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 Procuring Entity and issued by a reputable bank or financial institutionselectedbytheContractor, for the secondhalfoftheRetentionMoney.

The Procuring Entity shall return the Retention Money Security guarantee to the Contractor within 14 days afterreceivingacopyoftheCompletionCertificate.

StatementatCompletion

Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit tothe Architect three copies of a Statement at completion with supporting documents, in accordance with Sub-Clause14.3[ApplicationforInterimPaymentCertificates],showing:

a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over CertificatefortheWorks,
b) anyfurthersumswhichtheContractorconsiderstobedue,and
c) an estimate of any other amounts which the Contractor considers will become due to him underthe Contract.Estimatedamountsshallbeshownseparatelyinthis Statementatcompletion.

TheArchitectshallthencertifyinaccordancewithSub-Clause14.6[IssueofInterimPaymentCertificates].

ApplicationforFinalPaymentCertificate

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) ThevalueofallworkdoneinaccordancewiththeContract,and
b) AnyfurthersumswhichtheContractorconsiderstobeduetohimundertheContractorotherwise.

IftheArchitectdisagreeswithorcannotverifyanypartofthedraftfinalstatement,theContractorshallsubmit suchfurtherinformationastheArchitectmayreasonablyrequirewithin30daysfromreceiptofsaiddraftand shallmakesuchchangesinthedraftasmaybeagreedbetweenthem.TheContractorshallthenprepareand submittotheArchitectthefinalstatementasagreed.Thisagreedstatementisreferredtointhese Conditionsas the“FinalStatement”.

However,if,followingdiscussionsbetweentheArchitectandtheContractorandanychangestothedraftfinal statementwhichareagreed,itbecomesevidentthatadisputeexists,theArchitectshalldelivertothe Procuring Entity (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 ProcuringEntity(with a

copytotheEngineer)aFinalStatement.

Discharge

WhensubmittingtheFinalStatement,theContractorshallsubmitadischargewhichconfirmsthatthetotalof 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 receivedthePerformanceSecurityandtheoutstandingbalanceofthistotal,inwhicheventthedischargeshall beeffectiveonsuchdate.

IssueofFinalPaymentCertificate

Within 30days after receiving the Final Statement and discharge in accordance with Sub-Clause 14.11 [ApplicationforFinalPaymentCertificate]andSub-Clause14.12[Discharge],theArchitectshalldeliver,to theProcuringEntityandtotheContractor,theFinalPaymentCertificatewhichshallstate:

a) Theamountwhichhefairlydeterminesisfinallydue,and
b) AftergivingcredittotheProcuringEntityforallamountspreviouslypaidbytheProcuringEntityandfor allsumstowhichtheProcuringEntityisentitled,thebalance(ifany)duefromtheProcuringEntitytothe ContractororfromtheContractortotheProcuringEntity,as the casemaybe.

If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.11 [ApplicationforFinalPaymentCertificate]andSub-Clause14.12[Discharge],theArchitectshallrequesttheContractor 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.

CessationofProcuringEntity'sLiability

TheProcuringEntityshallnotbeliabletotheContractorforanymatterorthingunderorinconnectionwiththe Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly forit:

a) in the FinalStatementandalso,
b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the StatementatcompletiondescribedinSub-Clause14.10[StatementatCompletion].

However,thisSub-ClauseshallnotlimittheProcuringEntity'sliabilityunderhisindemnificationobligations, or the Procuring Entity's liability in any case of fraud, deliberate default or reckless misconduct by the ProcuringEntity.

Currencies ofPayment

TheContractPriceshallbepaidinthecurrencyorcurrenciesnamedintheScheduleofPaymentCurrencies.If morethanonecurrencyissonamed,paymentsshallbemadeasfollows:

a) IftheAcceptedContractAmountwasexpressedinLocalCurrencyonly:
   i) theproportionsoramountsoftheLocalandForeignCurrencies, and the fixedratesofexchangetobe usedforcalculatingthepayments,shallbeasstatedintheScheduleofPaymentCurrencies,exceptas otherwiseagreedbybothParties;
   ii) payments and deductions under Sub-Clause 13.5 [Provisional Sums] and Sub-Clause 13.7 [AdjustmentsforChangesinLegislation]shallbemadeintheapplicablecurrenciesandproportions; and
   iii) otherpaymentsanddeductionsundersub-paragraphs(a)to(d)ofSub-Clause14.3[Applicationfor Interim Payment Certificates] shall be made in the currencies and proportions specified in sub- paragraph(a)(i)above;
b) paymentofthedamagesspecifiedintheSpecialConditionsofContract,shallbemadeinthecurrencies andproportionsspecifiedintheScheduleofPaymentCurrencies;
c) otherpaymentstotheProcuringEntitybytheContractorshallbemadeinthecurrencyinwhichthesum wasexpendedbytheProcuringEntity,orinsuchcurrencyasmaybeagreedbybothParties;
d) ifanyamountpayablebytheContractortotheProcuringEntityinaparticularcurrencyexceedsthesum payablebytheProcuringEntitytotheContractorinthatcurrency,theProcuringEntitymayrecoverthe balanceofthisamountfromthesumsotherwisepayabletotheContractorinothercurrencies;and
e) ifnoratesofexchangearestatedintheScheduleofPaymentCurrencies,theyshallbethoseprevailingon theBaseDateanddeterminedbytheCentralBankofKenya.

15. TERMINATIONBYPROCURINGENTITY

Notice to correct any defects orfailures

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.

Termination by ProcuringEntity

The Procuring Entity 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) withoutreasonableexcusefails:

   i) toproceedwiththeWorksinaccordancewithClause8[Commencement,DelaysandSuspension], or

   ii) to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause 7.6 [Remedial Work],within30daysafterreceivingit,

d) subcontracts the major part or whole of the Works or assigns the Contract without the consent of the ProcuringEntity,

e) becomesbankruptorinsolvent,goesintoliquidation,hasareceivingoradministrationordermadeagainst him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefitofhiscreditors,orifanyactisdoneoreventoccurswhich(underapplicableLaws)hasasimilar effecttoanyoftheseactsorevents,or

f) givesorofferstogive(directlyorindirectly)toanypersonanybribe,gift,gratuity,commissionorother thingofvalue,asaninducementorreward:

i) fordoingorforbearingtodoanyactioninrelationtotheContract,or

ii) forshowingorforbearingtoshowfavorordisfavortoanypersoninrelationtotheContract,or

iii) ifanyoftheContractor'sPersonnel,agentsorSubcontractorsgivesorofferstogive(directlyorindirectly) toanypersonanysuchinducementorrewardasisdescribedinthissub-paragraph(f).However,lawful inducementsandrewardstoContractor'sPersonnelshallnotentitletermination,or

g) Ifthecontractorrepeatedlyfailstoremedydeliversdefectivework,

h) based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the AppendixBtotheseGeneralConditions,incompetingfororinexecutingtheContract.

In any of these events or circumstances, the Procuring Entity 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),theProcuringEntitymaybynoticeterminatetheContractimmediately.

TheProcuringEntity'selectiontoterminatetheContractshallnotprejudiceanyotherrightsoftheProcuring Entity,undertheContractorotherwise.

TheContractorshallthenleavetheSiteanddeliveranyrequiredGoods,allContractor'sDocuments,andother 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 protectionoflifeorpropertyorforthesafetyoftheWorks.

Aftertermination,theProcuringEntitymaycompletetheWorksand/orarrangeforanyotherentitiestodoso. The Procuring Entity and these entities may then use any Goods, Contractor's Documents and other design documentsmadebyoronbehalfoftheContractor.

The Procuring Entity shall then give notice that the Contractor's Equipment and Temporary Works will be releasedtotheContractoratornearthe Site.TheContractorshallpromptlyarrangetheirremoval,attherisk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the ProcuringEntity,theseitemsmaybesoldbytheProcuringEntityinordertorecoverthispayment.Anybalance of the proceedsshallthenbepaidtotheContractor.

ValuationatDateofTermination

AssoonaspracticableafteranoticeofterminationunderSub-Clause15.2[TerminationbyProcuringEntity] hastakeneffect,theArchitectshallproceedinaccordancewithSub-Clause3.5[Determinations]toagreeor determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractorforworkexecutedinaccordancewiththe Contract.

PaymentafterTermination

After a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Procuring Entity may:

a) ProceedinaccordancewithSub-Clause2.5[ProcurinEntity'sClaims],
b) withhold further payments to the Contractor until the costs of execution, completion and remedying of anydefects,damagesfordelayincompletion(ifany),andallothercostsincurredbytheProcuringEntity, have been established,and/or

c) recoverfromtheContractoranylossesanddamagesincurredbytheProcuringEntityandanyextracosts 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 ProcuringEntityshallpayanybalancetotheContractor.

ProcuringEntity'sEntitlementtoTerminationforConvenience

The Procuring Entity shall be entitled to terminate the Contract, at any time at the Procuring Entity's convenience,bygivingnoticeofsuchterminationtotheContractor.Theterminationshalltakeeffect30days after the later of the dates on which the Contractor receives this notice or the Procuring Entity returns the PerformanceSecurity.TheProcuringEntityshallnotterminatetheContractunderthisSub-Clauseinorderto 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].

Fraud andCorruption

The Contractor shall ensure compliance with the Kenya Government's Anti-Corruption Laws and its prevailing sanctions.

Corruptgiftsandpaymentsofcommission

TheContractorshallnot;

a) Offerorgiveoragreetogivetoanypersonintheserviceoftheprocuringentityanygiftorconsideration ofanykindasaninducementorrewardfordoingorforbearingtodoorforhavingdoneorforbornetodo anyactinrelationtotheobtainingorexecutionofthisoranyotherContractfortheProcuringEntityorfor showingorforbearingtoshowfavorordisfavortoanypersoninrelationtothisoranyothercontractfor theProcuringEntity.
b) EnterintothisoranyothercontractwiththeProcuringEntityinconnectionwithwhichcommissionhas beenpaidoragreedtobepaidbyhimoronhisbehalfortohisknowledge,unlessbeforetheContractis made particulars of any such commission and of the terms and conditions of any agreement for the paymentthereofhavebeendisclosedinwritingtotheProcuringEntity.

AnybreachofthisConditionbytheContractororbyanyoneemployedbyhimoractingonhisbehalf(whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public ProcurementandAssetDisposalAct(2015) and the Anti-CorruptionandEconomicCrimesAct(2003)ofthe Laws ofKenya.

16. SUSPENSIONANDTERMINATIONBYCONTRACTOR

Contractor'sEntitlementtoSuspendWork

IftheArchitectfailstocertifyinaccordancewithSub-Clause14.6[IssueofInterimPaymentCertificates]or Sub-Clause14.7[Payment],ornotreceivinginstructionsthatwouldenablethecontractortoproceedwiththe works in accordance with the program, the Contractor may, after giving not less than 30 days' notice to the Procuring Entity, suspend work (or reduce the rate of work) unless and until the Contractor has received the PaymentCertificate,reasonableevidenceorpayment, as the casemaybeandasdescribedinthenotice.

The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [DelayedPayment]andtoterminationunderSub-Clause16.2[TerminationbyContractor].

If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevantSub-Clauseandintheabovenotice)beforegivinganoticeoftermination,theContractorshallresume normalworkingassoonasisreasonablypracticable.

IftheContractorsuffersdelayand/orincursCostasaresultofsuspendingwork(orreducingtherateofwork) in accordance with this Sub-Clause, the Contractor shall give notice to the Architect and shall be entitled subjecttoSub-Clause20.1[Contractor'sClaims]to:

a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [ExtensionofTimeforCompletion],and
b) paymentofanysuchCost-plusprofit,whichshallbeincludedintheContractPrice.

Afterreceivingthisnotice,theArchitectshallproceedinaccordancewithSub-Clause3.5[Determinations]to agreeordeterminethesematters.

Terminationby Contractor

TheContractorshallbeentitledtoterminatetheContractif:

a) the Architect fails, within 60 days after receiving a Statement and supporting documents, to issue the relevantPaymentCertificate,

b) theContractordoesnotreceivetheamountdueunderanInterimPaymentCertificatewithin90daysafter theexpiryofthetimestatedinSub-Clause14.7[Payment]withinwhichpaymentistobemade(exceptfor deductionsinaccordancewithSub-Clause2.5[ProcuringEntity'sClaims]),

c) theProcuringEntitysubstantiallyfailstoperformhisobligationsundertheContractinsuchmannerasto materiallyandadverselyaffecttheeconomicbalanceoftheContractand/ortheabilityoftheContractorto performtheContract,

d) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension],or

e) the Procuring Entity 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 (underapplicableLaws)hasasimilareffecttoanyoftheseactsorevents.

f) the Contractor does not receive the Architect instruction recording the agreement of both Parties onthe fulfilmentoftheconditionsfortheCommencementofWorksunderSub-Clause8.1[Commencementof Works].

In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Procuring Entity,terminatetheContract.However, in the caseofsub-paragraph(f)or(g),theContractormaybynotice terminatetheContractimmediately.

TheContractor'selectiontoterminatetheContractshallnotprejudiceanyotherrightsoftheContractor,under theContractorotherwise.

CessationofWorkandRemovalofContractor'sEquipment

After a notice of termination under Sub-Clause 15.5 [Procuring Entity'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 protectionoflifeorpropertyorforthesafetyoftheWorks,

b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has receivedpayment,and

c) removeallotherGoodsfromtheSite,exceptasnecessaryforsafety,andleavetheSite.

PaymentonTermination

After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Procuring Entity shall promptly:

a) ReturnthePerformanceSecuritytotheContractor,

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. RISKANDRESPONSIBILITY

Indemnities

TheContractorshallindemnifyandholdharmlesstheProcuringEntity,theProcuringEntity'sPersonnel,and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses)inrespectof:

a) Bodilyinjury,sickness,diseaseordeath,ofanypersonwhatsoeverarisingoutoforinthecourseoforby reasonoftheContractor'sdesign(ifany),theexecutionandcompletionoftheWorksandtheremedying ofanydefects,unlessattributabletoanynegligence,willfulactorbreachoftheContractbytheProcuring Entity,theProcuringEntity'sPersonnel,oranyoftheirrespectiveagents,and

b) damagetoorlossofanyproperty,realorpersonal(otherthantheWorks),to the extentthatsuchdamageor loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completionoftheWorksandtheremedyingofanydefects,unlessandtotheextentthatanysuchdamage orlossisattributabletoanynegligence,willfulactorbreachoftheContractbytheProcuringEntity,the ProcuringEntity'sPersonnel,theirrespectiveagents,oranyonedirectlyorindirectlyemployedbyanyof them.

TheProcuringEntityshallindemnifyandholdharmlesstheContractor,theContractor'sPersonnel,andtheir 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, willfulactorbreachoftheContractbytheProcuringEntity,theProcuringEntity'sPersonnel,oranyoftheir respectiveagents,and(2)themattersforwhichliabilitymaybeexcludedfrominsurancecover,asdescribedin sub-paragraphs (d)(i), (ii)and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property],unlessandtotheextentthatanysuchdamageorlossisattributabletoanynegligence,willfulactor breachoftheContractbythecontractor,thecontractor'sPersonnel,theirrespectiveagents,oranyonedirectly orindirectlyemployedbyanyofthem.

Contractor'sCareoftheWorks

The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement DateuntiltheTaking-OverCertificateisissued(orisdeemedtobeissuedunderSub-Clause10.1[TakingOver of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the ProcuringEntity.IfaTaking-OverCertificateisissued(orissodeemedtobeissued)foranySectionorpartof theWorks,responsibilityforthecareoftheSectionorpartshallthenpasstotheProcuringEntity.

AfterresponsibilityhasaccordinglypassedtotheProcuringEntity,theContractorshalltakeresponsibilityfor thecareofanyworkwhichisoutstandingonthedatestatedinaTaking-OverCertificate,untilthisoutstanding workhasbeencompleted.

If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractorisresponsiblefortheircare,fromanycausenotlistedinSub-Clause17.3[ProcuringEntity'sRisks], theContractorshallrectifythelossordamageattheContractor'sriskandcost,sothattheWorks,Goodsand Contractor'sDocumentsconformwiththeContract.

TheContractorshallbeliableforanylossordamagecausedbyanyactionsperformedbytheContractoraftera 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 wasliable.

ProcuringEntity'sRisks

The risks referred to in Sub-Clause 17.4 [Consequences of Procuring Entity's Risks] below, insofar as they directly affect the execution of the Works in Kenya, are:

a) Warhostilities(whetherwarbedeclaredornot),
b) rebellion, riot, commotion or disorder, terrorism, sabotage by persons other than the Contractor's Personnel,
c) explosivematerials, ionizing gradiationorcontaminationbyradio-activity,exceptasmaybeattributable to the Contractor'suseofsuchexplosives,radiationorradio-activity,
d) pressurewavescausedbyaircraftorotheraerialdevicestravelingatsonicorsupersonicspeeds,
e) useoroccupationbytheProcuringEntityofanypartofthePermanentWorks,exceptasmaybespecified in the Contract,
f) designofanypartoftheWorksbytheProcuringEntity'sPersonnelorbyothersforwhomtheProcuring Entityisresponsible,and
g) anyoperationoftheforcesofnaturewhichisUnforeseeableoragainstwhichanexperiencedcontractor couldnotreasonablyhavebeenexpectedtohavetakenadequatepreventiveprecautions.

ConsequencesofProcuringEntity'sRisks

IfandtotheextentthatanyoftheriskslistedinSub-Clause17.3aboveresultsinlossordamagetotheWorks, GoodsorContractor'sDocuments,theContractorshallpromptlygivenoticetotheArchitectandshallrectify thislossordamagetotheextentrequiredbytheEngineer.

IftheContractorsuffersdelayand/orincursCostfromrectifyingthislossordamage,theContractorshallgive afurthernoticetotheArchitectandshallbeentitledsubjecttoSub-Clause20.1[Contractor'sClaims]to:

(a) AnextensionoftimeforanysuchdelayifcompletionisorwillbedelayedunderSub-Clause8.4[Extensionof TimeforCompletion],and
(b) paymentofanysuchCost,whichshallbeincludedintheContractPrice.Inthecaseofsub-paragraphs(e)and (g) of Sub-Clause 17.3 [Procuring Entity's Risks], Accrued Costs shall be payable.

After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations]toagreeordeterminethesematters.

IntellectualandIndustrialPropertyRights

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.

WheneveraPartydoesnotgivenoticetotheotherPartyofanyclaimwithin30daysofreceivingtheclaim,the firstPartyshallbedeemedtohavewaivedanyrighttoindemnityunderthisSub-Clause.

TheProcuringEntityshallindemnifyandholdtheContractorharmlessagainstandfromanyclaimallegingan infringementwhichisorwas:

a) AnunavoidableresultoftheContractor'scompliancewiththeContract,or
b) A resultofanyWorksbeingusedbytheProcuringEntity:
   i) for a purposeotherthanthatindicatedby,orreasonablytobeinferredfrom,theContract,or
   ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the ContractorpriortotheBaseDateorisstatedintheContract.

TheContractorshallindemnifyandholdtheProcuringEntityharmlessagainstandfromanyotherclaimwhich arisesoutoforinrelationto(i)themanufacture,use,saleorimportofanyGoods,or(ii)anydesignforwhic h theContractorisresponsible.

IfaPartyisentitledtobeindemnifiedunderthisSub-Clause,theindemnifyingPartymay(atitscost)conduct negotiationsforthesettlementoftheclaim,andanylitigationorarbitrationwhichmayarisefromit.Theother Party shall, at therequest and cost of the indemnifying Party,assist in contesting the claim. This otherParty (anditsPersonnel)shallnotmakeanyadmissionwhichmightbeprejudicialtotheindemnifyingParty,unless theindemnifyingPartyfailedtotakeovertheconductofanynegotiations,litigationorarbitrationuponbeing requestedtodosobysuchotherParty.

Foroperationandmaintenanceofanyplantorequipmentinstalled,thecontractorshallgrantanon-exclusive andnon-transferablelicensetotheProcuringEntityunderthepatent,utilitymodels,orotherintellectualrights ownedbythecontractororathirdpartyfromwhomthecontractorhasreceivedtherightstograntsub-licenses andshallalsogranttotheProcuringEntityanon-exclusiveandnon-transferablerights(withouttherightsto sub-license)tousetheknowhowandothertechnicalinformationdisclosedtothecontractorunderthecontract. Nothingcontainedhere-inshallbeconstruedastransferringownershipofanypatent,utilitymodel,trademark, design, copy right, know-how or other intellectual rights from the contractor or any other third party to the ProcuringEntity.

LimitationofLiability

NeitherPartyshallbeliabletotheotherPartyforlossofuseofanyWorks,lossofprofit,lossofanycontractor foranyindirectorconsequentiallossordamagewhichmaybesufferedbytheotherPartyinconnectionwith theContract,otherthanasspecificallyprovidedinSub-Clause8.7[DelayDamages];Sub-Clause11.2[CostofRemedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination];Sub-Clause17.1[Indemnities];Sub-Clause17.4(b)[ConsequencesofProcuringEntity'sRisks] andSub-Clause17.5[IntellectualandIndustrialPropertyRights].

ThetotalliabilityoftheContractortotheProcuringEntity,underorinconnectionwiththeContractotherthan underSub-Clause4.19[Electricity,WaterandGas],Sub-Clause4.20[ProcuringEntity'sEquipmentandFree- Issue Materials], Sub- Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights],shallnotexceedthesumresultingfromtheapplicationofamultiplier(lessorgreaterthanone)tothe Accepted Contract Amount, as stated in **the Special Conditions of Contract**, or (if such multiplier or other sumisnotsostated)theAcceptedContractAmount.

ThisSub-Clauseshallnotlimitliabilityinanycaseoffraud,deliberatedefaultorrecklessmisconductbythe defaultingParty.

UseofProcuringEntity'sAccommodation/Facilities

TheContractorshalltakefullresponsibilityforthecareoftheProcuringEntityprovidedaccommodationand facilities,ifany,asdetailedintheSpecification, from the respectivedatesofhand-overtotheContractoruntil cessationofoccupation(wherehand-overorcessationofoccupationmaytakeplaceafterthedatestatedinthe Taking-OverCertificatefortheWorks).

Ifanylossordamagehappenstoanyoftheaboveitemswhiletheontractorisresponsiblefortheircarearising fromanycausewhatsoeverotherthanthoseforwhichtheProcuringEntityisliable,theContractorshall, athis owncost,rectifythelossordamagetothesatisfactionoftheEngineer.

18. INSURANCE

GeneralRequirementsforInsurances

In this Clause, "insuring Party" means, for each type of insurance, the Party responsible for effecting and

maintainingtheinsurancespecifiedintherelevantSub-Clause.

Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approvedbytheProcuringEntity.Thesetermsshallbeconsistentwithanytermsagreedbybothparties before thedateoftheLetterofAcceptance.Thisagreementoftermsshalltakeprecedenceoverthe provisionsofthis Clause.

WhereverthePROCURINGENTITYistheinsuringParty,eachinsuranceshallbeeffectedwithinsurersandinterms acceptabletotheContractor.Thesetermsshallbeconsistentwithanytermsagreedbybothparties beforethe date of the Letterof Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

Ifapolicyisrequiredtoindemnifyjointinsured,thecovershallapplyseparatelytoeachinsuredasthougha separate policy had been issued for each of the jointinsured. If a policy indemnifies additional jointinsured, namelyinadditiontotheinsuredspecifiedinthisClause,(i)theContractorshallactunderthepolicyonbehalf oftheseadditionaljointinsuredexceptthattheProcuringEntityshallactforProcuringEntity'sPersonnel,(ii) additionaljointinsuredshallnotbeentitledtoreceivepaymentsdirectlyfromtheinsurerortohaveanyother directdealingswiththeinsurer,and(iii)theinsuringPartyshallrequirealladditionaljointinsuredtocomply with the conditionsstipulatedinthepolicy.

Eachpolicyinsuringagainstlossordamageshallprovideforpaymentstobemadeinthecurrenciesrequiredto rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.

TherelevantinsuringPartyshall,withintherespectiveperiodsstatedin**theSpecialConditionsofContract** (calculatedfromtheCommencementDate),submittotheotherParty:

a) EvidencethattheinsurancesdescribedinthisClausehavebeenaffected,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].

WheneachpremiumispaidtheinsuringPartyshallsubmitevidenceofpaymenttotheotherParty.Whenever evidenceorpoliciesaresubmitted,theinsuringPartyshallalsogivenoticetotheEngineer.

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 insuranceismaintainedinaccordancewiththisClause.

NeitherPartyshallmakeanymaterialalterationtothetermsofanyinsurancewithoutthepriorapprovalofthe otherParty.Ifaninsurermakes(orattemptstomake)anyalteration,thePartyfirstnotifiedbytheinsurershall promptlygivenoticetotheotherParty.

IftheinsuringPartyfailstoeffectandkeepinforceanyoftheinsurancesitisrequiredtoeffectandmaintain undertheContractorfailstoprovidesatisfactoryevidenceandcopiesofpoliciesinaccordancewiththisSub-Clause,theotherPartymay(atitsoptionandwithoutprejudicetoanyotherrightorremedy)effectinsurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiumstotheotherParty,and the ContractPriceshallbeadjustedaccordingly.

Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Procuring Entity,undertheothertermsoftheContractorotherwise.Anyamountsnotinsuredornotrecoveredfromthe insurersshallbebornebytheContractorand/ortheProcuringEntity.

ProcuringEntityinaccordancewiththeseobligations,liabilitiesorresponsibilities.However,iftheinsuring 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 coveragerelevanttothisdefault,anymoneyswhichshouldhavebeenrecoverableunderthisinsuranceshallbe paidbytheinsuringParty.

PaymentsbyonePartytotheotherPartyshallbesubjecttoSub-Clause2.5[ProcuringEntity'sClaims]orSub-Clause20.1[Contractor'sClaims],asapplicable.

TheContractorshallbeentitledtoplaceallinsurancerelatingtotheContract(including,butnotlimitedtothe insurancereferredtoClause18)withinsurersfromanyeligiblesourcecountry.

InsuranceforWorksandContractor'sEquipment

TheinsuringPartyshallinsuretheWorks,Plant,MaterialsandContractor'sDocumentsfornotlessthanthefull reinstatementcostincludingthecostsofdemolition,removalofdebrisandprofessionalfeesandprofit.This insuranceshallbeeffectivefromthedatebywhichtheevidenceistobesubmittedundersub-paragraph(a)of Sub-Clause18.1[GeneralRequirementsforInsurances],untilthedateofissueoftheTaking-OverCertificate for the Works.

The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate,forlossordamageforwhichtheContractorisliablearisingfromacauseoccurringpriortotheissue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations(includingthoseunderClause11[DefectsLiability]).

The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, includingdeliverytoSite.ForeachitemofContractor'sEquipment,theinsuranceshallbeeffectivewhileitis beingtransportedtotheSiteanduntilitisnolongerrequiredasContractor'sEquipment.

UnlessotherwisestatedintheSpecialConditions,insurancesunderthisSub-Clause:

a) Shallbeeffectedandmaintainedbythe ContractorasinsuringParty,

b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers,paymentsbeingheldorallocatedtothePartyactuallybearingthecostsofrectifyingthelossor damage,

c) shallcoverallossanddamagefromanycausenotlistedinSub-Clause17.3[ProcuringEntity'sRisks],

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 Procuring Entity 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 [Procuring Entity'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 theSpecialConditions**ofContract(ifanamountisnotsostated,thissub-paragraph(d)shallnotapply), and

e) mayhoweverexcludelossof,damageto, and reinstatementof:

   i) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship(butcovershallincludeanyotherpartswhicharelostordamagedasadirectresultof thisdefectiveconditionandnotasdescribedinsub-paragraph(ii)below),

   ii) apartoftheWorkswhichislostordamagedinordertoreinstateanyotherpartoftheWorksifthis otherpartisinadefectiveconditionduetoadefectinitsdesign,materialsorworkmanship,

   iii) apartoftheWorkswhichhasbeentakenoverbytheProcuringEntity,exceptttotheextentthatthe Contractorisliableforthelossordamage,and

   iv) GoodswhiletheyarenotinKenya,subjecttoSub-Clause14.5[PlantandMaterialsintendedforthe Works].

If,morethanoneyearaftertheBaseDate,thecoverdescribedinsub-paragraph(d)aboveceasestobeavailable atcommerciallyreasonableterms,theContractorshall(asinsuringParty)givenoticetotheProcuringEntity, withsupportingparticulars.TheProcuringEntityshallthen(i)beentitledsubjecttoSub-Clause2.5[Procuring Entity'sClaims]topaymentofanamountequivalenttosuchcommerciallyreasonabletermsastheContractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commerciallyreasonableterms,tohaveapprovedtheomissionunderSub-Clause18.1[GeneralRequirements forInsurances].

InsuranceagainstInjurytoPersonsandDamagetoProperty

TheinsuringPartyshallinsureagainsteachParty'sliabilityforanyloss,damage,deathorbodilyinjurywhich 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'sPersonnel]),whichmayariseoutoftheContractor'sperformanceoftheContractandoccurring beforetheissueofthePerformanceCertificate.

Thisinsuranceshallbeforalimitperoccurrenceofnotlessthantheamountstatedin**theSpecialConditions ofContract**,withnolimitonthenumberofoccurrences.Ifanamountisnotstatedinthe**SpecialConditions ofContract**,thisSub-Clauseshallnotapply.

UnlessotherwisestatedintheSpecialConditions,theinsurancesspecifiedinthisSub-Clause:

a) Shallbeeffectedandmaintainedbythe ContractorasinsuringParty,

b) shallbeinthejointnamesoftheParties,

c) shall be extended to cover liability for all loss and damage to the Procuring Entity's property (except thingsinsuredunderSub-Clause18.2)arisingoutoftheContractor'sperformanceoftheContract,and

d) mayhoweverexcludeliabilitytotheextentthatitarisesfrom:

   i) theProcuringEntity'srighttohavethePermanentWorksexecutedon,over,under,inor

   ii) throughanyland,andtooccupythislandforthePermanentWorks,

   iii) damagewhichisanunavoidableresultoftheContractor'sobligationstoexecutethe

   iv) Worksandremedyanydefects,and

   v) a cause listed in Sub-Clause 17.3 [Procuring Entity's Risks], except to the extent that cover is availableatcommerciallyreasonableterms.

InsuranceforContractor'sPersonnel

TheContractorshalleffectandmaintaininsuranceagainstliabilityforclaims,damages,lossesandexpenses (includinglegalfeesandexpenses)arisingfrominjury,sickness,diseaseordeathofanypersonemployedbytheContractororanyotheroftheContractor'sPersonnel.

TheinsuranceshallcovertheProcuringEntityandtheArchitectagainstliabilityforclaims,damages,losses andexpenses(includinglegalfeesandexpenses)arisingfrominjury,sickness,diseaseordeathof anyperson employedbytheContractororanyotheroftheContractor'sPersonnel,exceptthatthisinsurancemayexclude lossesandclaimstotheextentthattheyarisefromanyactorneglectoftheProcuringEntityoroftheProcuring Entity'sPersonnel.

The insurance shall be maintained in full force and effect during the whole time that these personnel are assistingintheexecutionoftheWorks.ForaSubcontractor'semployees,theinsurancemaybeeffectedbythe Subcontractor, but the Contractorshallberesponsibleforcompliancewiththisclause.

19. FORCEMAJEURE

DefinitionofForceMajeure

InthisClause,"ForceMajeure"meansanexceptionaleventorcircumstance:

a) WhichisbeyondaParty'scontrol,
b) WhichsuchPartycouldnotreasonablyhaveprovidedagainstbeforeenteringintotheContract,
c) which,havingarisen,suchPartycouldnotreasonablyhaveavoidedorovercome,and
d) whichisnotsubstantiallyattributabletotheotherParty.

ForceMajuremayinclude,butisnotlimitedto,exceptionaleventsorcircumstancesofthekindlistedbelow, solongasconditions(a)to(d)abovearesatisfied:

a) war,hostilities(whetherwarbedeclaredornot),invasion,actofforeignenemies,
b) rebellion,terrorism,sabotagebypersonsotherthantheContractor'sPersonnel,revolution,insurrection, militaryorusurpedpower,orcivilwar,
c) riot,commotion,disorder,strikeorlockoutbypersonsotherthantheContractor'sPersonnel,
d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as maybeattributabletotheContractor'suseofsuchmunitions,explosives,radiationorradio-activity,and
e) naturalcatastrophessuchasearthquake,hurricane,typhoonorvolcanicactivity.

NoticeofForceMajeure

If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure,thenitshallgivenoticetotheotherPartyoftheeventorcircumstancesconstitutingtheForceMajeure andshallspecifytheobligations,theperformanceofwhichisorwillbeprevented.Thenoticeshallbegiven within 14 days afterthe Party became aware, or should have become aware, of the relevant event orcircumstanceconstitutingForceMajeure.

The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeurepreventsitfromperformingthem.

NotwithstandinganyotherprovisionofthisClause,ForceMajeureshallnotapplytoobligationsofeitherParty tomakepaymentstotheotherPartyundertheContract.

DutytoMinimizeDelay

Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the ContractasaresultofForceMajeure.APartyshallgivenoticetotheotherPartywhenitceasestobeaffectedby theForceMajeure.

ConsequencesofForceMajeure

IftheContractorispreventedfromperforminghissubstantialobligationsunderthecontractbyForceMajeure ofwhichnoticehasbeengivenunderSub-Clause19.2[NoticeofForceMajeure],andsuffersdelayand/orincurs 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 [ExtensionofTimeforCompletion],and
b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 19.1 [DefinitionofForceMajeure]and,insub-paragraphs(ii)to(iv),occursinKenya,paymentofanysuch 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[InsuranceforWorksandContractor'sEquipment].

AfterreceivingthisnoticetheArchitectshallproceedinaccordancewithSub-Clause3.5[Determinations]to agreeordeterminethesematters.

ForceMajeureAffectingSubcontractor

If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeureontermsadditionaltoorbroaderthanthosespecifiedinthisClause,suchadditionalorbroaderforce majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief underthisClause.

OptionalTermination, PaymentandRelease

If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reasonofForceMajeureofwhichnoticehasbeengivenunder Sub-Clause19.2[NoticeofForceMajeure],or formultipleperiodswhichtotalmorethan140daysduetothesamenotifiedForceMajeure,theneitherParty maygivetotheotherPartyanoticeofterminationoftheContract.Inthisevent,theterminationshalltakeeffect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [CessationofWorkandRemovalofContractor'sEquipment].

Upon such termination, the Architect shall determine the value of the work done and issue a Payment Certificatewhichshallinclude:

a) theamountspayableforanyworkcarriedoutforwhichapriceisstatedintheContract;

b) theCostofPlantandMaterialsorderedfortheWorkswhichhavebeendeliveredtotheContractor,orof which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (andbeattheriskof)theProcuringEntitywhenpaidforbytheProcuringEntity,and the Contractorshall placethesameattheProcuringEntity'sdisposal;

c) other Cost or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractorintheexpectationofcompletingthe Works;

d) theCostofremovalofTemporaryWorksandContractor'sEquipmentfromtheSiteandthereturnofthese itemstotheContractor'sworksinhiscountry(ortoanyotherdestinationatnogreatercost);and

e) theCostofrepatriationoftheContractor'sstaffandlaboremployedwhollyinconnectionwiththeWorks atthedateoftermination.

ReleasefromPerformance

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties(including,butnotlimitedto,ForceMajeure)ariseswhichmakesitimpossibleorunlawfulforeitheror bothPartiestofulfilitsortheircontractualobligationsorwhich,underthelawgoverningtheContract,entitles thePartiestobereleasedfromfurtherperformanceoftheContract,thenuponnoticebyeitherPartytotheother Partyofsucheventorcircumstance:

a) ThePartiesshallbedischargedfromfurtherperformance,withoutprejudicetotherightsofeitherPartyin respectofanypreviousbreachoftheContract,and

b) ThesumpayablebytheProcuringEntitytotheContractorshallbethesameaswouldhavebeenpayable underSub-Clause19.6[OptionalTermination,PaymentandRelease]iftheContracthadbeenterminated underSub-Clause19.6.

20. SETTLEMENTOFCLAIMSANDDISPUTES

Contractor'sClaims

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 Contractorshallgive NoticetotheEngineer, describingtheeventorcircumstancegivingrisetotheclaim.The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware,or shouldhavebecomeaware, of the eventorcircumstance.

IftheContractorfailstogivenoticeofaclaimwithinsuchperiodof30days,theTimeforCompletionshallnot be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clauseshallapply.

The Contractor shall also submit any other notices which are required by the Contract, and supporting particularsfortheclaim,allasrelevanttosucheventorcircumstance.

TheContractorshallkeepsuchcontemporaryrecordsasmaybenecessarytosubstantiateanyclaim,eitheron theSiteoratanotherlocationacceptabletotheEngineer.WithoutadmittingtheProcuringEntity'sliability,the Architectmay,afterreceivinganynoticeunderthisSub-Clause,monitortherecord-keepingand/orinstructthe Contractortokeepfurthercontemporaryrecords.TheContractorshallpermittheArchitecttoinspectallthese recordsandshall(ifinstructed)submitcopiestotheEngineer.

Within42daysaftertheContractorbecameaware(orshouldhavebecomeaware) of the eventorcircumstance givingrisetotheclaim,orwithinsuchotherperiodasmaybeproposedbytheContractorandapprovedbythe Engineer, the Contractor shall send to the Architect fully detailed claim which includes full supporting particularsofthebasisoftheclaimandoftheextensionoftimeand/oradditionalpaymentclaimed.Iftheevent orcircumstancegivingrisetotheclaimhasacontinuingeffect:

a) Thisfullydetailedclaimshallbeconsideredasinterim;

b) TheContractorshallsendfurtherinterimclaimsatmonthlyintervals,givingtheaccumulateddelayand/or amountclaimed,andsuchfurtherparticularsastheArchitectmayreasonablyrequire;and

c) TheContractorshallsendafinalclaimwithin30daysaftertheendoftheeffectsresultingfromtheeventor circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

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 anynecessary further particulars but shall nevertheless give his response on the principles of the claim within the above definedtimeperiod.

Within the above defined period of 42 days, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations]toagreeordetermine(i)theextension(ifany) of the TimeforCompletion(beforeorafterits expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment(ifany)towhichtheContractorisentitledundertheContract.

Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiatedasdueundertherelevantprovisionoftheContract.Unlessanduntiltheparticularssuppliedare sufficienttosubstantiatethewholeoftheclaim,theContractorshallonlybeentitledtopaymentforsuchpartof theclaimashehasbeenabletosubstantiate.

IftheArchitectdoesnotrespondwithinthetimeframedefinedinthisClause,eitherPartymayconsiderthatthe claim is rejected by the Architect and any of the Parties may refer the dispute for amicable settlement in accordancewithClause20.3.

The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim.IftheContractorfailstocomplywiththisoranotherSub-Clauseinrelationtoanyclaim,anyextension oftimeand/oradditionalpaymentshalltakeaccountoftheextent(ifany)towhichthefailurehaspreventedor prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph ofthis Sub-Clause20.3.

Procuring Entity'sClaims

IftheProcuringEntityconsidersitselftobeentitledtoanypaymentunderanyClauseoftheseConditionsor otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Procuring Entity 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 [ProcuringEntity'sEquipmentandFree-IssueMaterials],orforotherservicesrequestedbytheContractor.

Thenoticeshallbegivenassoonaspracticableandnolongerthan30daysafterttheProcuringEntitybecame aware,orshouldhavebecomeaware, of the eventorcircumstancesgivingrisetotheclaim.Anoticerelatingto anyextensionoftheDefectsNotificationPeriodshallbegivenbeforetheexpiryofsuchperiod.

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 Procuring Entity 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)theamount(ifany)whichtheProcuringEntityisentitledtobepaidbytheContractor,and/or(ii) the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 11.3 [Extension of DefectsNotificationPeriod].

This amount may be included as a deduction in the Contract Price and Payment Certificates. The Procuring Entity shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate,ortootherwiseclaimagainsttheContractor,inaccordancewiththisSub-Clause.

AmicableSettlement

Whereanoticeofaclaimhasbeengiven,bothPartiesshallattempttosettlethedisputeamicablybeforethe commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claiminaccordancewithSub-Clause20.1aboveshouldmovetocommencearbitrationafter60daysfromthe dayonwhichanoticeofaclaimwasgiven,evenifnoattemptatanamicablesettlementhasbeenmade.

Mattersthatmaybereferredtoarbitration

Notwithstanding anything stated herein the following matters may be referred to arbitration before the practicalcompletionoftheWorksorabandonmentoftheWorksorterminationoftheContractbyeitherparty:

a) WhetherornottheissueofaninstructionbytheArchitectisempoweredbytheseConditions.
b) WhetherornotacertificatehasbeenimproperlywithheldorisnotinaccordancewiththeseConditions.
c) Anydisputearisinginrespectrisksarisingfrommattersreferredtoin Clause17.3andClause19.
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 Procuring Entity and the Contractor agree otherwise in writing.

Arbitration

AnyclaimordisputebetweenthePartiesarisingoutoforinconnectionwiththe Contractnotsettledamicably inaccordancewithSub-Clause20.3shallbefinallysettledbyarbitration.

Noarbitrationproceedingsshallbecommencedonanyclaimordisputewherenoticeofaclaimordisputehas notbeengivenbytheapplyingpartywithinninetydaysoftheoccurrenceordiscoveryofthematterorissue givingrisetothedispute.

Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commenceunlessanattempthasinthefirstinstancebeenmadebythepartiestosettlesuchclaimordispute amicablywithorwithouttheassistanceofthirdparties.Proofofsuchattemptshallberequired.

The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements,computations,testsorvaluationsasmayinhisopinionbedesirableinordertodeterminethe rightsofthepartiesandassessandawardanysumswhichoughttohavebeenthesubjectoforincludedinany certificate.

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 shallbesubmittedtohiminthesamemannerasifnosuchcertificate,opinion,decisionrequirementornotice had been given.

Thearbitratorsshallhavefullpowertoopenup,reviewandreviseanycertificate,determination,instruction, opinion or valuation of the Engineer, relevant to the dispute. Nothing shall disqualify representatives of the PartiesandtheArchitectfrombeingcalledasawitnessandgivingevidencebeforethearbitratorsonanymatter whatsoeverrelevanttothedispute.

Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfactiongiveninitsNoticeofDissatisfaction.

Arbitrationmaybecommencedpriortooraftercompletionofthe Works.TheobligationsoftheParties,andthe ArchitectshallnotbealteredbyreasonofanyarbitrationbeingconductedduringtheprogressoftheWor ks.

Thetermsoftheremunerationofeachoralltheme mbersofArbitrationshallbemutuallyagreeduponbythe Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

ArbitrationwithNationalContractors

IftheContractiswithnationalcontractors,arbitrationproceedingswillbeconductedinaccordancewiththe ArbitrationLawsofKenya.Incaseofanyclaimordispute,suchclaimordisputeshallbenotifiedinwritingby either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitratorwithinthirtydaysofthenotice.Thedisputeshallbereferredtothearbitrationandfinaldecisionofa persontobeagreedbetweentheparties.Failingagreementtoconcurintheappointmentofan Arbitrator,the Arbitratorshallbeappointed, on the requestoftheapplyingparty,bytheChairmanorViceChairmanofanyof thefollowingprofessionalinstitutions;

i) ArchitecturalAssociationofKenya
ii) InstituteofQuantitySurveyorsofKenya
iii) AssociationofConsultingEngineersofKenya
iv) CharteredInstituteofArbitrators(KenyaBranch)
v) InstitutionofEngineersofKenya

Theinstitutionwrittentofirstbytheaggrievedpartyshalltakeprecedenceoverallotherinstitutions.

ArbitrationwithForeignContractors

ArbitrationwithforeigncontractorsshallbeconductedinaccordancewiththearbitrationrulesoftheUnited Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the InternationalChamberofCommerce(ICC)andconductedundertheICCRulesofArbitration;byoneormore arbitratorsappointedinaccordancewithsaidarbitrationrules.

TheplaceofarbitrationshallbealocationspecifiedintheSCC;and the arbitrationshallbeconductedinthe languageforcommunicationsdefinedinSub-Clause1.4[LawandLanguage].

AlternativeArbitrationProceedings

Alternatively,thePartiesmayreferthemattertotheNairobiCentreforInternationalArbitration(NCIA)which offersaneutralvenuefortheconductofnationalandinternationalarbitrationwithcommitmenttoproviding institutionalsupporttothearbitralprocess.

FailuretoComplywithArbitrator'sDecision

TheawardofsuchArbitratorshallbefinalandbindinguponthepar ties.

In the eventthataPartyfailstocomplywithafinalandbindingArbitrator'sdecision,thentheotherPartymay, withoutprejudicetoanyotherrightsitmayhave,referthemattertoacompetentcourtoflaw.

Contract operations to continue

Notwithstanding any reference to arbitration herein,

the parties shall continue to perform their respective obligations under the Contract unless they otherwiseagree;and

theProcuringEntityshallpaytheContractoranymoniesduetheContractor.

Section IX - Special Conditions of Contract

ThefollowingSpecialConditionsshallsupplementtheGCC.Whenevertherisaconflict,theprovisionshereinshall prevailoverthoseintheGCC.

Conditions	Sub-Clause	Data
Part A - Contract Data		
Procuring Entity's name and address	Heading	*Insert*
Name and Reference No. of the Contract	Heading and 1.1	*Insert*
Engineers Name and address	Heading and 3.1.1	*Insert*
Contractor's Representative's name	4.3.1	*[insert the name of the Contractor's Representative agreed by the Procuring Entity prior to Contract signature]*
Key Personnel names	16.9.1	*[insert the name of each Key Personnel agreed by the Procuring Entity prior to Contract signature]*
Time for Completion	1.1.	_____days *If Sections are to be used, refer to Table: Summary of Sections below*
Defects Notification Period	1.1	_____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_____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___% shall require approval of the Procuring Entity.
Performance Security	4.2.1	The performance security will be in the form of a _____*[insert either one of "demand guarantee" or "performance bond"]* in the amount(s) of *[insert related figure(s)]* percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
Normal working hours	6.5	Specify
Delay damages for the Works	8.7 & 14.15(b)	_____% of the Contract Price per day. *If Sections are to be used, refer to Table: Summary of Sections below*
Maximum amount of delay damages	8.7.1	_____% of the final Contract Price.
Provisional Sums	13.6. (b)(ii)	*[If there are Provisional Sums, insert a percentage for adjustment of Provisional Sums]* _ %
Adjustments for Changes in Cost	13.9	Period "n" applicable to the adjustment multiplier "Pn":_____*[Insert the period if different from one (1) month; if period "n" is one (1) month, insert "not applicable"]*

Conditions	Sub-Clause	Data
Total advance payment	14.2.1	% Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable *[Insert number and timing of installments if applicable]*
Repayment amortization rate of advance payment	14.2.5 (b)	_____%
Percentage of Retention	14.3.2 (c)	_ %
Limit of Retention Money	14.3.2 (c)	_ % 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 _ *[list]*.
	14.5.3(c)(i)	Plant and Materials for payment when delivered to the Site _ *[list]*.
Minimum Amount of Interim Payment Certificates	14.6.2	_____ % of the Accepted Contract Amount.
Publishing source of commercial interest rates for financial charges in case of delayed payment	14.8	Specify _____% rate per month of delayed payment.
Maximum total liability of the Contractor to the Procuring Entity	17.6.2	*[Select one of the two options below as appropriate]* The product of_____*[insert a multiplier less or greater than one]* times the Accepted Contract Amount, *or* _____ *[insert amount of the maximum total liability]*
Periods for submission of insurance: a. evidence of insurance. b. relevant policies	18.1.6	*[Insert period for submission of evidence of insurance and policy.Period may be from 14 days to 30days.]* _____days _ days
Maximum amount of deductibles for insurance of the Procuring Entity's risks	18.2.4 (d)	*[Insert maximum amount of deductibles]*
Minimum amount of third-party insurance	18.3.2	*[Insert amount of third-party insurance]*
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 TOAWARD 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'sAuthorizedRepresentative

   i) Name: *[insert Authorized Representative'sname]*

   ii) Address: *[insert Authorized Representative'sAddress]*

   iii) Telephone: *[insert Authorized Representative's telephone/faxnumbers]*

   iv) Email Address: *[insert Authorized Representative's emailaddress]*

   [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*] (localtime)

   This Notification is sent by (*Name anddesignation*) _____

3. NotificationofAward

   i) Procuring Entity: *[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 successfulTender _____

   _____

   iii) Contract price of the successful Tender Kenya Shillings _____
   (inwords_____)

   b) The reasons for your tender being unsuccessful are as follows:

   c) OtherTenderers

NamesofallTendersthatsubmittedaTender.IftheTender'spricewasevaluatedincludetheevaluatedpriceas wellastheTenderpriceasreadout.

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. Howtorequestadebriefing

a) DEADLINE:Thedeadlinetorequestadebriefingexpiresatmidnighton[*insertdate*](*localtime*).

b) Youmayrequestadebriefinginrelationtotheresultsoftheevaluationofyour Tender.Ifyoudecidetorequest adebriefingyourwrittenrequestmustbemadewithinthree(5)BusinessDaysofreceiptofthisNotification ofIntentiontoAward.

c) Providethecontractname,referencenumber,nameoftheTenderer,contactdetails;andaddresstherequest fordebriefingasfollows:

i) Attention:[*insertfullnameofperson,ifapplicable*]

ii) Title/position:[*inserttitle/position*]

iii) Agency:[*insertnameofProcuringEntity*]

iv) Emailaddress:[*insertemailaddress*]

d) Ifyourrequestforadebriefingisreceivedwithinthe3Daysdeadline,wewillprovidethedebriefingwithin five(3)BusinessDaysofreceiptofyourrequest.Ifweareunabletoprovidethedebriefingwithinthisperiod, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens,wewillnotifyyouandconfirmthedatethattheextendedStandstillPeriodwillend.

e) Thedebriefingmaybeinwriting,byphone,videoconferencecallorinperson.Weshallpromptlyadviseyou inwritinghowthedebriefingwilltakeplaceandconfirmthedateandtime.

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 publicationoftheContractAwardNotice.

6. Howtomakeacomplaint

a) Period: Procurement-related Complaint challenging the decision to award shall be submitted bymidnight, [*insertdate*](localtime).

b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-relatedComplaintasfollows:

i) Attention:[*insertfullnameofperson,ifapplicable*]

ii) Title/position:[*inserttitle/position*]

iii) Agency:[*insertnameofProcuringEntity*]

iv) Emailaddress:[*insertemailaddress*]

c) AtthispointintheprocurementprocessyoumaysubmitaProcurement-relatedComplaintchallengingthe decisiontoawardthecontract.Youdonotneedtohaverequested,orreceived,adebriefingbeforemakingthis complaint. Your complaint must be submitted within the Standstill Period and received by us before the StandstillPeriodends.

d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its RegulationsavailablefromtheWebsitewww.ppra.go.ke.

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

e) Therearefouressentialrequirements:

i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tenderingprocessandistherecipientofaNotificationofIntentiontoAward.

ii) Thecomplaintcanonlychallengethedecisiontoawardthecontract.

iii) Youmustsubmitthecomplaintwithintheperiodstatedabove.

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

7. StandstillPeriod

i) DEADLINE:TheStandstillPeriodisduetoendatmidnighton[*insertdate*](localtime).

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

iii) TheStandstillPeriodmaybeextendedasstatedinparagraphSection5(d)above.

IfyouhaveanyquestionsregardingthisNotificationpleasedonothesitatetocontactus.
OnbehalfoftheProcuringEntity:

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 (Procuring Entity)

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

REQUEST FOR REVIEW

I/We……,the above named Applicant(s), of address: Physical address…….P. O. Box No……. Tel. No……..Email ....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:

1.

2.

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

1.

2.

SIGNED …….(Applicant) Dated on…….day of ……/…20……

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on… ..... day of ……....20…….……

SIGNED

Board Secretary

FORM NO 3: LETTER OF AWARD

letterhead paper of the Procuring Entity]

[date]

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

ThisistonotifyyouthatyourTenderdated *[date]* forexecutionofthe *[nameoftheContractandidentificationnumber, asgivenintheContractData]* for the AcceptedContractAmount *[amountinnumbersandwords][nameofcurrency]*, ascorrectedandmodifiedinaccordancewiththeInstructionstoTenderers,isherebyacceptedby..... *(name ofProcuringEntity).*

You arerequestedtofurnishthePerformanceSecuritywithininaccordancewiththeConditionsofContract,using,for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Procuring Entity: .....

Attachment: *Contract Agreement:* .....

FORM NO 4: CONTRACTAGREEMENT

THIS AGREEMENT made the day of……. 20……., between…….
……..of .....(hereinafter "the Procuring Entity"), of the onepart,and_____of_____(hereinafter "theContractor"),oftheotherpart:

WHEREAS the Procuring Entity 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 Worksandtheremedyingofanydefectstherein,

The Procuring Entity and the Contractor agree as follows:

1. InthisAgreementwordsandexpressionsshallhavethesamemeaningsasarerespectivelyassignedtotheminthe Contractdocumentsreferredto.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreementshallprevailoverallotherdocuments.

   a) theNotificationofAward
   b) theFormofTender
   c) theaddendaNos_____(ifany)
   d) theSpecialConditionsofContract
   e) theGeneralConditionsofContract;
   f) theSpecifications
   g) theDrawings;and
   h) thecompletedSchedulesandanyotherdocumentsformingpartofthecontract.

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement,theContractorherebycovenantswiththeProcuringEntitytoexecutetheWorksandtoremedydefects thereininconformityinallrespectswiththeprovisionsoftheContract.

4. TheProcuringEntityherebycovenantstopaytheContractorinconsiderationoftheexecutionandcompletionof theWorksandtheremedyingofdefectstherein,theContractPriceorsuchothersumasmaybecomepayableunder theprovisionsoftheContractatthetimesandinthemannerprescribedbytheContract.

   INWITNESSwhereofthepartiesheretohavecausedthisAgreementtobeexecutedinaccordancewiththeLaws ofKenyaontheday,monthandyearspecifiedabove.

   Signedandsealedby_____(fortheProcuringEntity)

   Signedandsealedby_____(for the Contractor).

FORM NO. 5 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: *[insertnameandAddressofProcuringEntity]*

Date: _____ *[Insertdateofissue]*

Guarantor: *[Insertnameandaddressofplaceofissue,unlessindicatedintheletterhead]*

1. Wehavebeeninformedthat_____(hereinafter called "the Contractor")hasenteredintoContractNo._____dated_____with(*nameof ProcuringEntity*)_____(theProcuringEntityastheBeneficiary), for the executionof _____(hereinaftercalled"theContract").

2. Furthermore,weunderstandthat, according to theconditionsoftheContract,aperformanceguaranteeisrequired.

3. AttherequestoftheContractor,weasGuarantor,herebyirrevocablyundertaketopaytheBeneficiaryanysumor sums not exceeding in total anamountof_____(*in words*),[1] such sum being payable in the types and proportionsofcurrenciesinwhichtheContractPriceispayable,uponreceiptbyusoftheBeneficiary'scomplying demandsupportedbytheBeneficiary'sstatement,whetherinthedemanditselforinaseparatesigneddocument 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. Thisguaranteeshallexpire,nolaterthanthe……...Dayof……,2. .....[2],andanydemandforpaymentunderit mustbereceivedbyusattheofficeindicatedaboveonorbeforethatdate.

5. TheGuarantoragreestoaone-timeextensionofthisguaranteeforaperiodnottoexceed*[sixmonths][oneyear]*, inresponsetotheBeneficiary'swrittenrequestforsuchextension,suchrequesttobepresentedtotheGuarantor beforetheexpiryoftheguarantee."....

[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 percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[2] *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extensionofthisdateforcompletionoftheContract, theProcuringEntitywouldneedtorequestanextensionofthisguaranteefromtheGuarantor. Suchrequest mustbeinwritingandmustbemadepriortotheexpirationdateestablishedintheguarantee.*

FORMNo.6-PERFORMANCE SECURITY

[Option 2– Performance Bond]

*[**Note:** ProcuringEntitiesareadvisedtousePerformanceSecurity–UnconditionalDemandBankGuaranteeinstead ofPerformanceBondduetodifficultiesinvolvedincallingBondholdertoaction]*

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insertnameandAddressof*ProcuringEntity*]*

Date: _____*[Insert date of issue]*

PERFORMANCE BOND No.:_____

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

1. By this Bond_____as Principal (hereinafter called "the Contractor") and_____ _____] as Surety (hereinafter called "theSurety"),areheldandfirmlyboundunto_____] as Obligee (hereinafter called "the ProcuringEntity") in the amountof _____forthepaymentofwhichsumwellandtrulytobemadeinthetypes 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. WHEREAStheContractorhasenteredintoawrittenAgreementwiththeProcuringEntitydatedthe_____day of_____,20_____,for_____in accordance with the documents, plans, specifications,andamendmentsthereto,whichtotheextentthereinprovidedfor,arebyreferencemadeparthereof andarehereinafterreferredtoastheContract.

3. NOW,THEREFORE,theConditionofthisObligationissuchthat,iftheContractorshallpromptlyandfaithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise,itshallremaininfullforceandeffect.WhenevertheContractorshallbe,anddeclaredbytheProcuring Entitytobe,indefaultundertheContract,theProcuringEntityhavingperformedtheProcuringEntity'sobligations thereunder,theSuretymaypromptlyremedythedefault,orshallpromptly:

   a) CompletetheContractinaccordancewithitstermsandconditions;or

   b) ObtainatenderortendersfromqualifiedtenderersforsubmissiontotheprocuringEntityforcompletingthe Contractinaccordancewithitstermsandconditions,andupondeterminationbytheProcuringEntityandthe SuretyofthelowestresponsiveTenderers,arrangeforaContractbetweensuchTenderer,andProcuringEntity andmakeavailableasworkprogresses(eventhoughthereshouldbeadefaultorasuccessionofdefaultsunder the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completionlesstheBalanceoftheContractPrice;butnotexceeding,includingothercostsanddamagesfor which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "BalanceoftheContractPrice,"asusedinthisparagraph,shallmeanthetotalamountpayablebyProcuring EntitytoContractorundertheContract,lesstheamountproperlypaidbyProcuringEntitytoContractor;or

   c) PaytheProcuringEntitytheamountrequiredbyProcuringEntitytocompletetheContractinaccordancewith itstermsandconditionsuptoatotalnotexceedingtheamountofthisBond.

4. TheSuretyshallnotbeliableforagreatersumthanthespecifiedpenaltyofthisBond.

5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-OverCertificate.NorightofactionshallaccrueonthisBondtoorfortheuseofanypersonorcorporation otherthantheProcuringEntitynamedhereinortheheirs,executors,administrators,successors,andassignsofthe ProcuringEntity.

6. Intestimonywhereof,theContractorhashereuntosethishandandaffixedhisseal, and the Suretyhascausedthese presentstobesealedwithhiscorporatesealdulyattestedbythesignatureofhislegalrepresentative,thisday___of_____20_____.

SIGNEDON_____on behalfof_____

By_____in the capacityof_____

Inthepresenceof_____

SIGNEDON_____on behalfof_____

By_____in the capacityof_____

Inthepresenceof_____

FORM NO. 7 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]
[Guarantor letterhead]

Beneficiary: _____ *[Insert name and Address of* ProcuringEntity*]*

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENTGUARANTEE No.: *[Insert guarantee referencenumber]*

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

1. We have beeninformedthat_____(hereinafter called "the Contractor") has entered into Contract No. _____*dated*_____with the Beneficiary, for theexecutionof_____ (hereinaftercalled"theContract").

2. Furthermore,weunderstandthat, according to theconditionsoftheContract,anadvancepaymentinthesum _____(*inwords*_____)istobemadeagainstanadvancepaymentguarantee.

3. AttherequestoftheContractor,weasGuarantor,herebyirrevocablyundertaketopaytheBeneficiaryanysumor sumsnotexceedingintotalanamountof_____(*inwords*_____)[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) Hasusedtheadvancepaymentforpurposesotherthanthecostsofmobilizationinrespectoftheworks;or
   b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying theamount whichtheApplicanthasfailedtorepay.

4. Ademandunderthisguaranteemaybepresentedasfromthepresentationtothe Guarantorofacertificatefromthe Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its accountnumber__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,anydemandforpaymentunderthisguaranteemustbereceivedbyusatthisofficeonorbeforethat date.

6. TheGuarantoragreestoaone-timeextensionofthisguaranteeforaperiodnottoexceed*[sixmonths][oneyear]*,in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor beforetheexpiryoftheguarantee.

_____

[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] *TheGuarantorshallinsertanamountrepresentingtheamountoftheadvancepaymentanddenominatedeitherinthecurrencyoftheadvancepaymentasspecifiedin the Contract.*

[2] *InserttheexpectedexpirationdateoftheTimeforCompletion.TheProcuringEntityshouldnotethatintheeventofanextensionofthetimeforcompletionofthe Contract, theProcuringEntitywouldneedtorequestanextensionofthisguaranteefromtheGuarantor.Suchrequestmustbeinwritingandmustbemadepriorto theexpirationdateestablishedintheguarantee.*

FORMNO.8– RETENTIONMONEYSECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

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

Date:_____*[Insertdateofissue]*

Advance payment guarantee no. *[Insertguaranteereferencenumber]*

Guarantor:*[Insertnameandaddressofplaceofissue,unlessindicatedintheletterhead]*

1. We have beeninformedthat_____*[insert name of Contractor, which in the case of a jointventure shallbethenameofthejointventure]*(hereinaftercalled"theContractor")hasenteredintoContractNo. _____*[Insertreferencenumberofthecontract]* dated_____with the Beneficiary, for the executionof_____*[insert name of contract and brief description of* Works*]* (hereinafter called"theContract").

2. Furthermore,weunderstandthat, according to theconditionsoftheContract,theBeneficiaryretainsmoneysupto the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issuedundertheContractandthefirsthalfoftheRetentionMoneyhasbeencertifiedforpayment,andpaymentof *[*insertthesecondhalfoftheRetentionMoney]istobemadeagainstaRetentionMoneyguarantee.

3. AttherequestoftheContractor,we,asGuarantor,herebyirrevocablyundertaketopaytheBeneficiaryanysumor sums not exceeding in total an amount of *[insert amount in figures]*_____ (*[insert amount in words*_____*])*[1]uponreceiptbyusoftheBeneficiary'scomplyingdemandsupportedby the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifyingthedemand,statingthattheContractorisinbreachofitsobligation(s)undertheContract,withoutyour needingtoproveorshowgroundsforyourdemandorthesumspecifiedtherein.

4. AdemandunderthisguaranteemaybepresentedasfromthepresentationtotheGuarantorofacertificatefromthe Beneficiary'sbankstatingthatthesecondhalfoftheRetentionMoneyasreferredtoabovehasbeencreditedtothe Contractor on itsaccountnumber_____at_____*[insert name and address ofApplicant's bank]*.

5. Thisguaranteeshallexpirenolaterthanthe.....Dayof.....2. .....[2],andanydemandforpayment underitmustbereceivedbyusattheofficeindicatedaboveonorbeforethatdate.

6. TheGuarantoragreestoaone-timeextensionofthisguaranteeforaperiodnottoexceed*[sixmonths][oneyear]*,in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor beforetheexpiryoftheguarantee.

_____

[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] *Insertadatethatistwenty-eightdaysaftertheexpiryofretentionperiodaftertheactualcompletiondateofthecontract.TheProcuringEntityshouldnotethatin theeventofanextensionofthisdateforcompletionoftheContract, theProcuringEntitywouldneedtorequestanextensionofthisguaranteefromtheGuarantor. Suchrequestmustbeinwritingandmustbemadepriortotheexpirationdateestablishedintheguarantee.*

FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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

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

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

Tender Reference No.:_____[*insert identification no*]

Name of the Assignment:_____*[insert name of the assignment]* to:

_____*[insert complete name of Procuring Entity]*

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

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

Details of beneficial ownership

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

OR

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

OR

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

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding25% or more of the voting rights.

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

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

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

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

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

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

PARTICULAR PRELIMINARIES

ITEM	DESCRIPTION	AMOUNT (Kshs).
A	**PRICING ITEMS OF PRELIMINARIES** Prices **SHALL BE INSERTED** against items of "preliminaries" in the tenderer's priced Bills of Quantities. The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.The contractor is advised to read and understand all preliminary items.	
B	**DESCRIPTION OF THE WORKS** The works to be carried out under this contract involves Costruction of Walkways from Juakali-Kaptimbor, a Footbridge at Kaptimbor, Renovation to Fire Station and Renovation to Market Stalls.	
C	**MEASUREMENTS** In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.	
D	**LOCATION OF SITE** The site is located at KABARNET MUNICIPALITY - BARINGO COUNTY. The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor's failure to do so will be entertained.	
	Carried to Collection	

Item	DESCRIPTION	Kshs.
A	**CLEARING AWAY** The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager. The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.	
B	**CLAIMS** It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and/or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claims shall be entertained upon the expiry of the said contract period.	
C	**PAYMENTS** The tenderer's attention is drawn to the fact that the **GOVERNMENT DOES NOT MAKE ADVANCE PAYMENTS**	
D	**PREVENTION OF ACCIDENT, DAMAGE OR LOSS** The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site.	
E	**BID SECURITY** The contractor shall provide a bid security duly signed, sealed and stamped from an approved Bank of required amount.	
	Carried to Collection	

Item	DESCRIPTION	Kshs.
A	**WORKING CONDITIONS** The Contractor shall allow in his rates for any interference that he may encounter in the course of execution of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed, as the facility will be operating as usual during the course of the contract.	
B	**SIGNBOARD** Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.	
C	**LABOUR CAMPS** The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.	
D	**MATERIALS FROM DEMOLITIONS** Any materials arising from demolitions and not re-used shall become the property of the school.	
E	**PRICING RATES** The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.	
	Carried to Collection	

Item	DESCRIPTION	Kshs.
A	**SECURITY** The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.	
B	**URGENCY OF THE WORKS** The Contractor is notified that these "works are urgent" and should be completed within the period stated in these Particular Preliminaries.The Contractor shall allow in his rates for any costs he deems that he/she may incur by having to complete the works within the stipulated contract period.	
C	**PAYMENT FOR MATERIALS ON SITE** All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.	
D	**EXISTING SERVICES** Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.	
	Carried to Collection	

Item	DESCRIPTION	Kshs.
A	**PERFORMANCE BOND** A bond of 5 % of the contract sum will be required. No payment on account for the works executed will be made to the contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank.	
B	**TENDER DOCUMENTS** Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's Page 7	
C	**DELIVERY OF TENDER** Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents or as indicated in the advertisement. Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the advertisement. Tenders delivered/received later than the above time will not be opened.	
D	**VALUE ADDED TAX** The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1st September, 1993 which requires payment of VAT on all contracts. The tenderer is advised that in accordance with Government public notice No. 35 & 36 Dated 11th September 2003 operational from 1st October 2003, withholding VAT will be levied against the contract sum by the Employer and remitted to the Commissioner of VAT through all interim certificates. The contractor should therefore include this tax in the Grand Summary page as indicated herein.	
	Carried to Collection	

Item	DESCRIPTION	Kshs.
	PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT	
	The following are the insertions to be made in the appendix to the Contract Agreement	
	Period of Final Measurement	3 Months from Practical Completion
	Defects Liability Period	6 Months from Practical Completion
	Date for Possession	To be agreed with the Project Manager
	Date for Completion	**TO BE AGRREED**
	Liquidated and Ascertained Damages	at a rate of Kshs 10,000 Per month or part there
	Period of Iterim Certificates	Monthly
	Period of Honouring Certificates	30 Days
	Percentage of Certified Value Retained	10%
	Limit of Retention Fund	5%
B	**PROJECT MANAGEMENT EXPENSES**	
	Allow a sum of Kenya Shillings Two Hundred Thousand (Kshs 200,000/=) for MOPW Management expenses including transport, **airtime and Lunches to be used as directed by the project manager or deducted in whole or in part as the case may be.**	200,000.00
	Carried to Collection	200,000.00

Item	DESCRIPTION	Kshs.
	COLLECTION	
	Brought forward from page PP/1	
	Brought forward from page PP/2	
	Brought forward from page PP/3	
	Brought forward from page PP/4	
	Brought forward from page PP/5	
	Brought forward from page PP/6	
	PARTICULAR PRELIMINARIES CARRIED TO GRAND SUMMARY	

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

TEN	DESCRIPTION	KSHS
A.	**EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT** ***Attendance ;*** Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:- Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary;providing space for office accommodation and for storage of plant and materials;providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same. ***Fix Only:-*** "Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.	
B.	**EMPLOYER** The "Employer" is Baringo County Government-Municipal Board-Kabarnet Municipality The term "Employer" and "Government" wherever used in the contract document shall be synonymous	
C.	**PROJECT MANAGER** The term "P.M." wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the Government.	
D.	**ARCHITECT** The term "Architect" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry of Public Works	
E.	**QUANTITY SURVEYOR** The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry of Public Works	
	Carried to collection	

TEN	DESCRIPTION	KSHS
A.	**ELECTRICAL ENGINEER** The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry of Public Works,	
B.	**MECHANICAL ENGINEER** The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry of Public Works,	
C	**STRUCTURAL ENGINEER** The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry of Public Works,	
D	**FORM OF CONTRACT** The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works(2006 Edition) included herein The Conditions of Contract are also included herein **Conditions of Contract** These are numbered from 1 to 37 as set out in pages 20 to 48 of these tender documents.Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities	
E.	**BOND.** The Contractor shall find and submit on the Form of Tender an **approved bank/Insurance Company** and who will be willing to be bound the Government in and amount equal to five per cent (5%) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the PROJECT MANAGER and who will when and if called upon, sign a Bond to that effect on the relevant standard form included herein. (without the addition of any limitations) on the same day as the Contract Agreement is signed, by the Government, the Contractor shall furnish within seven days another Surety to the approval of the Government.	
	Carried to collection	

TEN	DESCRIPTION	KSHS
A.	**PLANT, TOOLS AND VEHICLES** Allow for providing all scaffolding, plant, tools and vehicles required for the worksexcept in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.	
B.	**TRANSPORT.** Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.	
C.	**MATERIALS AND WORKMANSHIP.** All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materialsto be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering	
D.	**SIGN FOR MATERIALS SUPPLIED.** The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER	
E.	**STORAGE OF MATERIALS** The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.	
	Carried to collection	

TEN	DESCRIPTION	KSHS
A.	**SAMPLES** The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Public Works. The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.	
B.	**GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.** Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople. The Contractor must make himself fully acquainted with current Acts and Regulations,including Police Regulations regarding the movement, housing, security and control of labour, labour camps , passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow No claim in respect of want of knowledge in this connection will be	
C.	**SECURITY OF WORKS ETC.** The Contractor shall be entirely responsible for the security of all the works stores,materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of	
	Carried to collection	

TEM	DESCRIPTION	KSHS
A.	**PUBLIC AND PRIVATE ROADS.** Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER	
B.	**EXISTING PROPERTY.** The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER	
C.	**VISIT SITE AND EXAMINE DRAWINGS.** The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.	
D.	**ACCESS TO SITE AND TEMPORARY ROADS.** Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER	
E.	**AREA TO BE OCCUPIED BY THE CONTRACTOR** The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER	
	Carried to collection	

TEN	DESCRIPTION	KSHS
A.	**OFFICE ETC. FOR THE PROJECT MANAGER** afterwards dismantle the site office of the type noted in the Particular Preliminaries, complete with Furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.	
B.	**WATER AND ELECTRICITY SUPPLY FOR THE WORKS** The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER . The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub--contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.	
C.	**SANITATION OF THE WORKS** The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER	
D.	**SUPERVISION AND WORKING HOURS** The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.	
E.	**PROVISIONAL SUMS.** The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement.Such sums are net and no addition shall be made to them for profit.	
	Carried to collection	

TEN	DESCRIPTION	KSHS
A.	**PRIME COST (OR P.C.) SUMS.** The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement . Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods are described herein as Nominated Sub-Contractors.Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.	
B.	**PROGRESS CHART.** The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.	
C.	**ADJUSTMENT OF P.C. SUMS.** In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them. Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.	
	Carried to collection	

TEM	DESCRIPTION	KSHS
A.	**ADJUSTMENT OF PROVISIONAL SUMS.** In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued , but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.	
B.	**NOMINATED SUB-CONTRACTORS** When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".	
C.	**DIRECT CONTRACTS** Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.	
D.	**ATTENDANCE UPON OTHER TRADESMEN, ETC.** The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.	
	Carried to collection	

TEM	DESCRIPTION	KSHS
A.	**INSURANCE** The Contractor shall insure as required in Conditions No. 30 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT	
B.	**PROVISIONAL WORK** All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.	
C.	**ALTERATIONS TO BILLS, PRICING, ETC.** Any unauthorised alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities.All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.	
D.	**BLASTING OPERATIONS** Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.	
	Carried to collection	

TEN	DESCRIPTION	KSHS
A.	**MATERIALS ARISING FROM EXCAVATIONS** Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be	
B.	**PROTECTION OF THE WORKS.** Provide protection of the whole of the works contained in the Bills of Quantities,including casing , casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.	
C.	**REMOVAL OF RUBBISH ETC.** Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.	
D.	**WORKS TO BE DELIVERED UP CLEAN** Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings,glass inside and outside and any other parts of the works and remove all marks,blemishes, stains and defects from joinery, fittings and decorated surfaces generally,polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER	
	Carried to collection	

TEM	DESCRIPTION	KSHS
A.	**GENERAL SPECIFICATION.** For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.	
B.	**TRAINING LEVY** The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 50,000.00 in value.	
C.	**MATERIALS ON SITE** All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.	
D.	**HOARDING** The Contractor shall enclose the site or part of the works under construction with a hoarding 2400 mm high consisting of iron sheets on 100 x 50 mm timber posts firmly secured at 1800 mm centres with two 75 x 50 mm timber rails for a total length of approximately three hundred meters. The Contractor is in addition required to take all precautions necessary for the safe custody of the works,materials, plant, public and Employer's property on the site.	
E.	**CONTRACTOR'S SUPERINTENDENCE/SITE AGENT** The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.	
	Carried to Collection	

TEN	DESCRIPTION	KSHS
	COLLECTION	
	Brought Forward From Page GP/1	
	Brought Forward From Page GP/2	
	Brought Forward From Page GP/3	
	Brought Forward From Page GP/4	
	Brought Forward From Page GP/5	
	Brought Forward From Page GP/6	
	Brought Forward From Page GP/7	
	Brought Forward From Page GP/8	
	Brought Forward From Page GP/9	
	Brought Forward From Page GP/10	
	Brought Forward From Page GP/11	
	Brought Forward From Page GP/12	
	TOTAL FOR GENERAL PRELIMINARIES CARRIED TO GRAND SUMMARY	

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	PROPOSED RENOVATIONS TO FIRE STATION AT KABARNET MUNICIPALITY				
	PREAMBLE **Prices should include both labour and materials(unless otherwise indicated) for any shoring scaffolding or temporary works in connection there with for making good all works disturbed in all trade and for removing all rubbish from site** **Pulling down taking out and cutting away shall be carefullly executed and every precaution taken to ensure safety of works and public and cause a minimum of inconviniences to the public and adjoining owners** **Supply erect and maintain during cutting of opening all necessary protection to the existing premises against damage by weather or any other cause**				
	Demolitions-ALL PROVISIONAL				
A	Carefully hack existing 30mm thick cement/sand screed complete with skirting and prepare floor to receive another floor finish; in the municipality offices/corridors, garage and gate house (Approximately 287SM)		Item		
B	Carefully hack existing 30mm thick pvc tiles complete with skirting and prepare floor to receive another floor finish; in the offices/ corridors (Approximately 50 SM)		Item		
C	Carefully demolish the existing painted chip board ceiling together with cornice ; to be disposed as directed by the Project Manager and prepare brandering to receive new finish (Approximately 369 SM)		Item		
D	Allow for removal of existing roof cover and store iron sheet as directed by the Project Manager or Client . (Approximately 442 SM)		Item		
E	Carefully remove existing curtain boxes and store or dispose as directed by the Project Manager (4 No., length= 1500mm)		Item		
			Carried to Summary		

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Wall finishes				
	Internal walls				
	Clean surfaces of dirt, oil, grease; Prepare and apply one undercoats and two finishing coats of plastic emulsion paint on :-				
A	Walls ; internally ; to the municipality offices/corridors/kitchen/washrooms, garage and gate house	744	SM		
B	Soffits of suspended slab ;to the municipality offices/kitchen corridors and gate house	70	SM		
	External walls				
C	Horizontal keying to the external wall surfaces	168	SM		
	Prepare and apply one undercoats and two finishing coats exterior quality plastic emulsion paint on :-				
D	Rendered concrete surfaces and plastered walls ; externally; to the municipality offices, garage ,gate house and bell tower	169	SM		
	Doors- Painting				
	Clean surfaces of dirt, grease and oil; Prepare and apply one undercoat and two finishing coats gloss oil paint on :				
E	General surfaces of wood	49	SM		
F	General surfaces of wood not exceeding 100mm girth internally	66	LM		
G	General surfaces of metal- steel door painting; all metal doors in offices; including fire station doors and main gate	109	SM		

Carried to collection

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Floor finishes				
	Ceramic tiles				
A	30 mm thick backing finished with a wood float to receive ceramic tiles (m.s) ; to the municipality offices and gate house	85	SM		
B	300 x 300 x 10mm non- slip ceramic floor tiling laid to screed bed (m.s) and pointed in coloured grout.	85	SM		
C	100 x 25 mm skirting	99	LM		
	Terrazzo				
D	20 mm thick cement and sand (1:4) screed as described to receive terrazzo paving to floor; to the garage	253	SM		
E	20mm thick polished terrazzo paving with approved coloured aggregate polished smooth as described to floor	253	SM		
F	100 x 20 mm skirting	38	LM		
G	Allow for polishing of existing terrazzo flooring; to staircases, kitchen and washrooms	51	SM		
	Ceiling finishes				
	Lining				
H	12mm Thick Chipboard ceiling lining on existing brandering and set in symmetrical V- joints	369	SM		
	Prime grade wrot cypress timber selected and kept clean				
J	75x25mm Cornice with two labours	200	LM		
	Knot, Prime, Stop and Prepare and apply three coats first quality emulsion paint				
K	Surfaces of Softboard	369	SM		
L	Timber surfaces not exceeding 100mm girth	200	LM		
	Curtain rods				
M	Supply and fix complete curtain rods, 50 mm and 25mm diameter steel rod and including ends, brackets and all necessary accessories	9	LM		
			Carried to collection		

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Glazing				
	Panes exceeding 0.50sq.m. but not exceeding 1.00 sq.m.				
A	4mm Thick clear sheet glass in metal putty to window panes	2	SM		
B	Ditto but to metal door panes; office doors and fire station doors	4	SM		
	Plinth area finishes				
C	12mm Thick cement and sand (1:3) wood float render to plinth area	17	SM		
D	Prepare and apply three coats black bitumastic paint to rendered area	17	SM		
	Paving slabs around the building				
E	200mm Thick well watered and compacted murram filling	35	SM		
F	Treat surface of murram with approved weed killer	35	SM		
G	50mm thick levelled consolidated bed of sand	35	SM		
	Precast concrete (1:2:4/20) class 20/20 fair faced including moulds: bedded jointed and pointed in cement and sand (1:4) mortar as described				
H	600 x 600 x 50mm Thick paving slabs laid on bed of sand(m.s.)	35	SM		
	Mass concrete (1:3:6/38-38mm aggregate)				
J	Ex. 50 x 50mm splayed edging to paving slabs(m.s.)	32	LM		

Carried to collection

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Roof covering				
	All timber to be sawn cypress of G.S.grade seasoned to an equilibrium moisture content of between 9% and 15%and to the requirement of K.S. 02 771 of 1991 treated with approved wood preservative.				
A	75 X 50 mm Purlins to replace the damaged ones.	100	LM		
B	**Gauge 28 N.C 11/3"** Pre-painted and BP760 boxed profiled sheets to be fixed on purlins.	442	SM		
	Wrot cypress- Fascia/Barge board				
C	25 x 225mm Fascia/ barge board fixed to end of existing rafters or purlins	70	LM		
	Painting				
	Knot prime stop and apply one under coat and two finishing coats gloss oil paint to;				
D	General surfaces of wood 200 - 300mm girth	70	LM		
	Rain water disposal				
	The following in 26Gauge galvanized mild steel				
E	150 x 150mm Box gutters to be fixed in the required position with and including approved pattern brackets at 1000mm centres	65	LM		
F	Extra over gutter for 100 x 75mm square outlet	5	NO		
G	Extra over gutter for stopped end	5	NO		
H	100 x 75mm down pipe fixed to wall with and including holder bats at 600mm centres (In No.12)	60	LM		
J	Extra over down pipe for swan neck off set	10	NO		
K	Extra over down pipe for shoe	10	NO		
	Painting				
	Prepare and apply one coat of calcium plumbate and two coats of gloss oil paint to:-				
L	General surfaces metal gutters	29	SM		
M	General surfaces of large pipes	19	SM		

Carried to collection

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	COLLECTION				
	Brought down from page	**FS/**	**2**		
	Brought down from above	**FS/**	**3**		
	Brought down from page	**FS/**	**4**		
	Brought down from above	**FS/**	**5**		
	TOTAL FOR RENOVATION **CARRIED TO SUMMARY**				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SUMMARY				
1	**DEMOLITIONS**	**FS/ 1**			
2	**RENOVATIONS**	**FS/ 6**			
	TOTAL FOR FIRE STATION *CARRIED TO MAIN SUMMARY*				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	PROPOSED RENOVATIONS TO MARKET STALLS				
	PREAMBLE **Prices should include both labour and materials(unless otherwise indicated) for any shoring scaffolding or temporary works in connection there with for making good all works disturbed in all trade and for removing all rubbish from site** **Pulling down taking out and cutting away shall be carefullly executed and every precaution taken to ensure safety of works and public and cause a minimum of inconviniences to the public and adjoining owners** **Supply erect and maintain during cutting of opening all necessary protection to the existing premises against damage by weather or any other cause**				
	Demolitions-ALL PROVISIONAL				
A	Carefully demolish a part of the existing 200mm thick masonry walling, for the introduction of 1575mm x 600 mm high pre cast concrete louvre blocks at the back stalls - 20 NO; above the beam (Approximately **38 SM**)		ITEM		
B	Carefully demolish a part of the existing 200mm thick masonry walling, for the introduction of steel roller shutter doors at the front stalls 20 NO, (Approximately **132 SM**) and cart away debris.		ITEM		
		Carried to Summary			

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	RENOVATIONS				
	CONCRETE VENT BLOCKS- to the 20 No. stalls at the back				
	Solid concrete vent block walling bedded and jointed in cement and sand (1:3) mortar with recessed joint as described in:-				
A	200mm Thick reinforced with and including 20 swg x 25 mm wide hoop iron in every alternate course	38	SM		
	BLOCK BOARD PARTITION- to all the 40 No. stalls				
	All timber to be sawn cypress of G.S. grade seasoned to an equilibrium moisture content of between 9% and 15% and to the requirement of K.S. 02 771 of 1991 treated with approved wood preservative				
B	**75mm x 50 mm intermediate timber frames**	840	LM		
	Block Board				
C	**25mm thick block board to be firmly nailed to the timber frames**	340	SM		
	Prime grade cypress as described;				
D	20 x 20mm(finished) Quadrant	2280	LM		
	Painting **Knot, Prime, Stop and Prepare and apply one undercoat and two coats of first quality emulsion paint to**				
E	Surfaces of blockboard	680	SM		
F	Timber surfaces not exceeding 100mm girth	2520	LM		
	Wire Mesh				
G	Heavy gauge mesh screen to the Architect's specification	100	SM		

Carried to collection

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	**<u>Roller-Shutter Doors- to the 20 No. stalls at the front</u>** **1500 x 2200mm** high shutter door comprising of rollers and its accessories welded to the structure to Engineer's details.	40	NO		
	Painting **Knot prime stop and apply one undercoat and two finishing coats gloss oil paint to:-**				
B	General surfaces of metal	264	SM		
	Modifications to existing steel door				
C	Allow for making modifications to the existing 1600 mm x 2100 mm double leaf steel folding door; to allow for individual access; to include introduction of 75 x 50 mm RHS framing at the middle (Approximately 3 LM)	40	No		
	Electrical works				
D	Allow for introduction of complete one way switching lighting point to the stall(connection tapped from existing line)	40	No		
			Carried to collection		

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	COLLECTION **Brought down from page**	**PG/**	**2**		
	Brought down from above	**PG/**	**3**		
	TOTAL FOR RENOVATION **CARRIED TO SUMMARY**				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SUMMARY				
1	**DEMOLITIONS**	**PG/ 1**			
2	**RENOVATIONS**	**PG/ 4**			
	TOTAL FOR RENOVATING PHASE 1 STALLS CARRIED TO MAIN SUMMARY				

PG/ 5

MINISTRY OF TRANSPORT, INFRASTRUCTURE AND ENERGY

KAPTIMBOR FOOTBRIDGE-24M SPAN

BILL NO.1 GENERAL AND PROVISIONAL SUMS

ITEM	DESCRIPTION	UNIT	QNTY	RATE	KSH.
1/01	Provide and erect project 1 No.signboards to Engineer's approval.	SUM			-
1/02	Provide PC sum of Kshs 30,000 for supervision.	PC	1.00		
1/02	Provide PC sum of Kshs 80,000 for material testing and survey works.	PC	1.00		
	Carried to collection page				

MINISTRY OF TRANSPORT, INFRASTRUCTURE AND ENERGY

Project: KAPTIMBOR FOOTBRIDGE - 24M SPAN

COLLECTION PAGE
BILL. 1: GENERAL AND PROVISIONAL SUMS

	Brought forward from Page - 01	
	Total for General and Provisional Sums Carried to Summary	

MINISTRY OF TRANSPORT, INFRASTRUCTURE AND ENERGY
Project: KAPTIMBOR FOOTBRIDGE - 24M SPAN

BILL NO.2 SUB-STRUCTURE

ITEM	DESCRIPTION	UNIT	QNTY	RATE	KSHS.
	(All provisional)				
	Site preparation				
2/01	Cut down trees, grub up roots and stumps; including cutting into small logs.	SUM	-		
	Excavations				
2/02	Excavate over site top soil average 200mm deep: remove from site	SM	50.00		
2/03	Excavate for column bases starting from stripped level not exceeding 1.5 metres deep.	CM	40.00		
2/04	Ditto for pits from reduced level over 1.50 metres but not exceeding 3.00 metres deep including planking and strutting of sides of excavations	CM	40.00		
2/05	Ditto for pits from reduced level over 3.00 metres but not exceeding 6.00 metres deep including planking and strutting of sides of excavations	CM	30.00		
2/06	Extra over excavations for breaking up/excavating in rocks. Class I	CM	20.00		
2/07	Allow for keeping excavations free from mud and all water including springs and running water by pumping ,bailing or other approved means	ITEM	1.00		
	Disposal and Filling				
2/08	Load surplus excavated material and spread on site as directed by Engineer	CM	31.00		
2/09	Return fill and ram excavated material around foundations.	CM	20.00		
	Carried to collection page				

MINISTRY OF TRANSPORT, INFRASTRUCTURE AND ENERGY

Project: KAPTIMBOR FOOTBRIDGE - 24M SPAN

BILL NO.2 SUB-STRUCTURE

ITEM	DESCRIPTION	UNIT	QNTY	RATE	KSHS.
	Concrete				
2/10	50 mm thick concrete blinding under foundations. (Grade 10/20)	SM	11.00		
	Insitu Vibrated Reinforced Concrete:Grade 25 (20mm aggregate):in-				
2/11	Foundation Bases	CM	9.00		
2/12	Column	CM	2.00		
	High yield square twisted bar reinforcement to BS 4449; including bends, hooks, binding wire, distance blocks and spacers supporting all in position.				
2/13	20mm diameter	Kg	78.00		
2/14	16 mm diameter	Kg	490.00		
2/15	R10	Kg	52.00		
	Sawn formworks				
2/16	Sides of foundations bases	SM	15.00		
2/17	Vertical sides of columns	SM	10.00		
	Carried to collection page				

MINISTRY OF TRANSPORT, INFRASTRUCTURE AND ENERGY
Project: KAPTIMBOR FOOTBRIDGE - 24M SPAN

COLLECTION PAGE

BILL. 2: SUBSTRUCTURE

	Brought forward from Page -03	-
	Brought forward from Page -04	-
	Total for Substructure	-
	Carried to Summary	-

MINISTRY OF TRANSPORT, INFRASTRUCTURE AND ENERGY

Project: KAPTIMBOR FOOTBRIDGE - 24M SPAN

BILL NO.3 SKELETAL STEEL STRUCTURE

ITEM	DESCRIPTION	UNIT	QNTY	RATE	KSHS.
	All work in this section shall be executed in accordance with the structural steel specifications 1973, and ammendments thereafter,				
	rates to include for all materials, labour, stiffeners, welding, cutting , shaping, drilling all gusset plates fastenings and connection and all other items necessary for satisfactory incorporation into the works.				
	<u>Bridge structure members;</u> **Steel trusses fabricated forming modular units to make up 36 metre span hoisted approximately 4 metres above river valley**				
	Safety Cage Top and Bottom Members				
3/01	Fabricate and assemble in 100 x 100 x 4 mm SHS including welding and bolting	LM	100.80		
3/02	Fabricate and assemble in 60 x 40 x 4 mm L sections including welding and bolting	Kg	370.00		
	Safety Cage Diagonal members				
3/03	Fabricate and assemble in 50 x 50 x 4 mm SHS including welding and bolting	LM	60.00		
	Safety Cage Vertical members				
3/04	Fabricate and assemble in 75 x 75 x 6 mm L sections including welding and bolting	Kg	247.00		
3/05	Fabricate and assemble in 50 x 50 x 4 mm SHS sections including welding and bolting	LM	88.00		
	Safety Cage Lateral support members				
3/06	Fabricate and assemble in 50 x 50 x 6 mm L sections including welding and bolting	Kg	173.88		
	Deck Level Wind Bracing				
3/07	Fabricate and assemble in 60 x 40 x 3 mm RHS including welding and bolting	LM	57.12		
	Carried to collection page				

MINISTRY OF TRANSPORT, INFRASTRUCTURE AND ENERGY
Project: KAPTIMBOR FOOTBRIDGE - 24M SPAN

BILL NO.3 SKELETAL STEEL STRUCTURE

ITEM	DESCRIPTION	UNIT	QNTY	RATE	KSHS.
	Deck Cross Bearers				
3/08	Fabricate and assemble in 100 x 50 x 4 mm RHS sections including welding and bolting at 1,500mm c/c	LM	31.50		
3/09	Fabricate and assemble in 50 x 50 x 4 mm SHS sections including welding and bolting at 500mm c/c	LM	50.40		
3/10	Fabricate and assemble in 203 x 203 x 46Kg/m UC sections.	Kg	144.90		
	Bolts				
3/11	Holding down bolts 20mm diameter including head, nuts and washer grade 4.6 and 250mm long embedded in concrete.	NO	15.00		
	Plates; **The following are MS plates to be used in members Connections.**				
3/12	500 x 500x 18mm Anchor plate c/w boltholes	SM	0.50		
3/13	Provide cutting and and welding into position 6mm thick MS plate to be cut and used as gusset plate in different section of the bridge.	SM	12.00		
	Decking				
3/15	The following are mild steel chequared plates of 6 mm thick for decking including 2 No. 10 mm drain holes at 1200 mm centres.	SM	40.00		
3/16	Prepare and apply one primer coat and two coats of gloss paint to general surfaces of metal as per clause 1911(11) on paint works and as directed by the Engineer.	SM	200.00		
	Carried to collection page				

MINISTRY OF TRANSPORT, INFRASTRUCTURE AND ENERGY

Project: KAPTIMBOR FOOTBRIDGE - 24M SPAN

COLLECTION PAGE

BILL. 3: SKELETAL STEEL STRUCTURE

	Brought forward from Page -06 Brought forward from Page -07	
	Total for Skeletal Steel Structure Carried to Summary	

MINISTRY OF TRANSPORT, INFRASTRUCTURE AND ENERGY

Project: KAPTIMBOR FOOTBRIDGE - 24M SPAN

BILL NO.4: APPROACH WORKS & ABUTMENT PROTECTION

ITEM	DESCRIPTION	UNIT	QNTY	RATE	KSHS.
	Gabions				
4/01	Provide 1.0x1.0x2.0m gabion baskets manufactured from heavy-duty galvanized (zinc coated) steel wire of double twist hexagon weave, having a nominal mesh opening of 60mm x 80mm, mesh wire size min 2.5mm dia and selvedge wire min 3.2mm	NO	10.00		
4/03	Provide rock fill to gabions. Shall be of minimum rock size of 100 mm and the maximum rock size of 250 mm. and be dense, hard, clean and durable stone as quarried or naturally occurring rounded stone to BS 5628-3:2001. as specified and approved by the Eng	CM	32.00		
	Approach ramp footpath				
4/04	Provide hand packed hardcore on approach ramp as directed by the Engineer	CM	12.00		
4/05	Provide 100mm thick well compacted murram layer on approach ramp.	SM	50.00		
	Stone pitching				
4/06	Construct grouted stone-pitching /rip rap revetment as directed by the Engineer.	SM	15.00		
	Carried to summary page				

MINISTRY OF TRANSPORT, INFRASTRUCTURE AND ENERGY

Project: KAPTIMBOR FOOTBRIDGE - 24M SPAN

SUMMARY

ITEM	DESCRIPTION				KSHS.
	Summary;				
	BILL No. 1	…….	…….....	……..……	-
	BILL No. 2	…….	…….....	……..……	-
	BILL No. 3	…….	…….....	……..……	-
	BILL No. 4	…….	…….....	……..……	-
	SUBTOTAL 1……				-
	Allow 5% Contigencies.		Sum		-
	SUBTOTAL 2……				-
	***GRAND TOTAL CARRIED TO FORM OF TENDER**				-

*** Prices inclusive of all taxes**

CONTRACTOR'S NAME:……...……..

ADDRESS:……..……..……..

SIGNATURE:…..……...……...……..

DATE:……...……...……..

PROPOSED WALKWAYS FOR JUA KALI KAPTIMBOR ALONG ELDORET - KABARNET ROAD

BILL 1: Preliminary and Supervisory / Support Service

ITEM No	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	BILLED AMOUNT (KSHS.)
1.06	Allow a Prime cost Sum of Kshs. 100,000.00 for the RE's miscellaneous account to be spent in whole or part as directed by the RE against receipts.	PC SUM	1.00		
1.07	Provide, erect and Maintain publicity signs as directed by the Engineer	No	1.00		
1.08	Allow a Prime cost Sum of Kshs. 25,000 for the project registration with relevant authorities	item	1.00		
1.09	Allow a Prime cost Sum of Kshs. 200,000 for relocating of existing services	PC Sum	1.00		
1.1	Allow a Prime cost Sum of Kshs. 100,000 for material testing	item	1.00		
1.11	E.O item 1.06 to 1.10 for contractor's overheads and profits	%			
	Bill No 1: Total Carried Forward to Grand Summary				-

BILL No. 4: SITE CLEARANCE AND TOPSOIL STRIPPING

ITEM No	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	BILLED AMOUNT (KSHS.)
	Note: No separate payments shall be made for gravel for blinding or hauling to spoil unsuitable excavation materials and the cost of such shall be included in the rates and prices				
4.01	Clear site on road reserve including removal of all growths, bushes, hedges, trees, stumps, grub up roots and other deleterious materials and back-fill and compact to 100% MDD(AASHTO T99) with approved material as directed by the Engineer	Ha	0.915		
4.02	Strip top soil up to 0.2m in thickness along alignment or material sites including removal of all grass and other vegetation, transport to spoil and spread or stock pile for re-use as directed by the Engineer	SM	1,050.00		
	Bill No. 4 Total Carried Forward to Grand Summary				-

BILL No. 5: EARTHWORKS

ITEM No	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	BILLED AMOUNT (KSHS.)
	Note: No separate payments shall be made for gravel for blinding or hauling to spoil unsuitable excavation materials and the cost of such shall be included in the rates and prices				
5.01	Excavate and spread in soft material and compact to 95% MDD (AASHTO T99)	M^3	90.00		
5.02	Ditto item 5.01 but in hard material	M^3	66.00		
5.03	Cut to spoil in soft material	M^3	120.00		
5.04	Ditto item 5.03 but in hard material	M^3			
5.05	Fill in soft material and compact to 95% MDD (AASHTO T99)	M^3	90.00		
5.06	Ditto item 5.05 but in hard material	M^3	25.00		
5.06	Provide improved sub-grade material to a thickness as shall be instructed by the Engineer and process, water and compact to 100% MDD (AASHTO T99)	M^3	-		
5.07	Process and compaction of 150mm original ground below fills and cuts 95% MDD (AASHTO T99)	SM	1,050.00		
	Bill No. 5 Total Carried Forward to Grand Summary				

BILL No. 7: EXCAVATION AND FILLING FOR STRUCTURES

ITEM No	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	BILLED AMOUNT (KSHS.)
7.01	Excavate to spoil in soft material	M^3	-		
7.02	As item 7.01 but in hard material	M^3	-		
7.03	Provide, place and compact rockfill below and around structures	M^3	30.00		
7.04	Provide and place 150mm thick stone pitching as directed by the Engineer including cement grouting	SM	1,050.00		
7.05	Excavate for gabions in soft materials	M^3	-		
7.06	provide and place gabion boxes and mattresses where directed by the engineer	No	-		
7.07	Rockfill to gabions	M^3	-		
7.08	Filter fabric behind gabion boxes	SM	-		
7.09	Provision of concrete scour checks	No	10.00		
	Bill No. 7 Total Carried Forward to Grand Summary				

BILL No. 8: CULVERTS AND DRAINAGE WORKS

ITEM No	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	BILLED AMOUNT (KSHS.)
	Note: No separate payments shall be made for gravel for blinding and hauling to spoil of unsuitable excavation materials and the cost of such shall be included in the rates and / or prices				
8.01	Excavate for inlet, outfall, mitre and catch water drains in soft material	M^3	36.00		
8.02	As in item 8.01 but in hard ,materials	M^3	12.00		
8.03	Excavation in soft material for pipe culverts, headwalls, wingwalls and drop inlets and apron, toewalls and drop inlets and compact as directed by the Engineer	M^3			-
8.04	As per item 8.03 but for hard material	M^3			-
8.05	Provide, lay and joint 600mm dia concrete pipes (cast in situ) for access roads	M			-
8.06	As for item 8.05 but 900mm dia concrete pipes (cast in situ) for cross culverts	M			-
8.07	Provide and place class 15/20 concrete to beds, surround and haunches	M^3	60.00		

8.08	Provide, place and compact class 25(20) concrete for Covering Drainage Channel	M^3	72.00		
8.09	Provide and place A140 fabric mesh reinforcement for item 8.08	SM	480.00		
Bill No. 9: Total Carried Forward to Grand Summary					

BILL No. 9: PASSAGE OF TRAFFIC

ITEM No	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	BILLED AMOUNT (KSHS.)
	Note: Notwithstanding the provision of section 9 of the Standard Specification, no extra Payments shall be due as all costs shall be deemed to be included in the rates inserted herein				
9.01	Allow for passage of Traffic through and around the works	LS	1.00		
	Bill No. 9: Total carried Forward to Grand Summary				

BILL No. 12: NATURAL MATERIALS SUBBASE AND BASE

ITEM No	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	BILLED AMOUNT (KSHS.)
	Note: No overhaul will be paid for separately under these items as it shall be deemed to have been included in the contractor's rates				
12.01	Provide gravel sub-base material haul, spread, compact to atleast 100% MDD (AASHTO T-180) and shape to level and tolerance	M^3	184.50		
12.02	Ditto item 12.01 but for base	M^3	184.50		
	Bill No. 12 Total Carried Forward to Grand Summary				

BILL 14- CEMENT OR LIME TREATED SUBBASE AND BASE					
ITEM No	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	BILLED AMOUNT (KSHS.)
	Note: No overhaul will be paid for separately under these items as it shall be deemed to have been included in the contractor's rates				
14.01	Provide and spread cement class 42.5KN/SM as an improvement agent for base	Tonne	4.35		
14.02	Mix and process natural material with improvement agent for pavement layers as instructed by the Engineer or as specified	M^3	184.50		
14.03	Curing of cement/lime treated layers as instructed	M^2	1,050.00		
	Bill No. 14: Total Carried Forward to Grand Summary				

BILL No. 15: BITUMINOUS SURFACE TREATMENT AND SURFACE DRESSING TO SHOULDERS

ITEM No	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	BILLED AMOUNT (KSHS.)
15.01	Prepare surface of road base and shoulders, provide, heat and spray MC 30 cutback bitumen prime coat at 0.8-1.2 Litres per Square metre	Ltrs	1,050.00		
15.02	Provide & Sprya K-160 as tack coat on carriageway, rate of 0.5-0.8 Ltrs/Sm	Ltrs	1,050.00		
	Bill No. 15: Total Carried Forward to Grand Summary				

BILL No. 16: BITUMINOUS MIXES

ITEM No	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	BILLED AMOUNT (KSHS.)
16.01	Provide, lay and compact Asphaltic concrete Type I (0/14) binder course 25mm thickness binder course and wearing course on walkway as directed.	M^3	26.25		
16.02	Provide, lay and compact Asphaltic concrete Type I regulating layer of 25mm thickness on the carriageway.	M^3	-		
	Bill No. 16: Total Carried Forward to Grand Summary				-

BILL No. 20: ROAD FURNITURE

ITEM No	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	BILLED AMOUNT (KSHS.)
20.01	Excavate for, provide and place 250 x 125mm precast concrete raised or ramped kerbs haunched in 100mm thick class 15/20 concrete base bedding and mortart joined in support to carriageway, busways and junctions as directed by the Engineer a) Straight Kerbs	M	400.00		
20.02	As 20.02 but for flush kerbs 100 x 125mm	M	1,000.00		
20.03	Provide, deliver, paint and mark the road as specified or as directed by the Engineer, with white reflectionized thermoplastic paint	SM	50.00		
20.04	As item 20.05 but for yellow reflectectionized thermoplastic paint	SM	-		
Bill No. 20 Total Carried Forward to Grand Summary					

BILL No. 25: ENVIRONMENTAL MITIGATION MEASURES & HIV AIDS CAMPAIGN

ITEM No	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	BILLED AMOUNT (KSHS.)
25.01	All for a prime cost sum for of Kshs 50,000 for ESIA study and report, compliance Audits and environmental monitoring	PC Sum	1.00		
25.02	E.O for item 25.01 for contractor's overheads and profit	%			
25.03	Allow for a provisional sum of Ksh.50,000.00 for implementation of HIV/AIDS awareness and prevention campaign	PC Sum	1.00		
Bill No. 25 Total Carried Forward to Grand Summary					

SUMMARY OF BILLS OF QUANTITIES

Bill No.	DESCRIPTION	BILLED AMOUNT (KSHS.)	
1	Preliminaries and general items		
4	Site Clearance and Topsoil Stripping		
5	Earthworks		
7	Excavation and Filling for Structures		
8	Culverts and Drainage Works		
9	Passage of traffic		
12	Natural Gravel Base and Subbase		
14	Lime/cement improved gravel subbase and base		
15	Bituminous Surface Treatment and surface dressing		
16	Bituminous Mixes		
20	Road furniture		
22	Schedule of dayworks		
25	HIV/AIDs, Gender and social issues, Local Participation		
(A)	SUB-TOTAL (1)		
(B)	Add 5% of sub -total 1 as Provisional Sums for Contingencies		
(C)	SUB - TOTAL 2		
GRAND TOTAL FOR WALKWAY			
GRAND TOTAL FOR FOOT BRIDGE			
GRAND TOTAL FOR WALKWAY AND FOOT BRIDGE			

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	PROVISIONAL SUMS				
A	Allow a provisional sum of Kenya Shillings **Three Hundred and Fifty Thousand 350,000.00) for Contingencies**		**SUM**		**350,000.00**
	Carried to collection				**350,000.00**

	Brought Down from Page No. PC/ 1 Above	**350,000.00**
	TOTAL FOR PC AND PROVISIONAL SUMS ***CARRIED TO GRAND SUMMARY***	**350,000.00**

ITEM	DESCRIPTION	Tenderer`s Amount Kshs.	Official Use Only Kshs.
	GRAND SUMMARY		
1	**PARTICULAR PRELIMINARIES**		
2	**GENERAL PRELIMINARIES**		
3	**MUNICIPAL MKT (PHASE 1) RENOVATIONS**		
4	**FIRE STATION RENOVATIONS**		
5	**WALKWAY AND FOOT BRIDGE**		
6	**PROVISIONAL SUMS (PC/1)**		
	SUB-TOTAL		
	ADD 16% VAT		
	GRAND TOTAL CARRIED TO FORM OF TENDER		

Amount in words : ……

……

Tenderer`s signature and stamp……

……

Address ……

……

Date : ……

Witness`s name : ……

Signature……

Address……

Date : ……

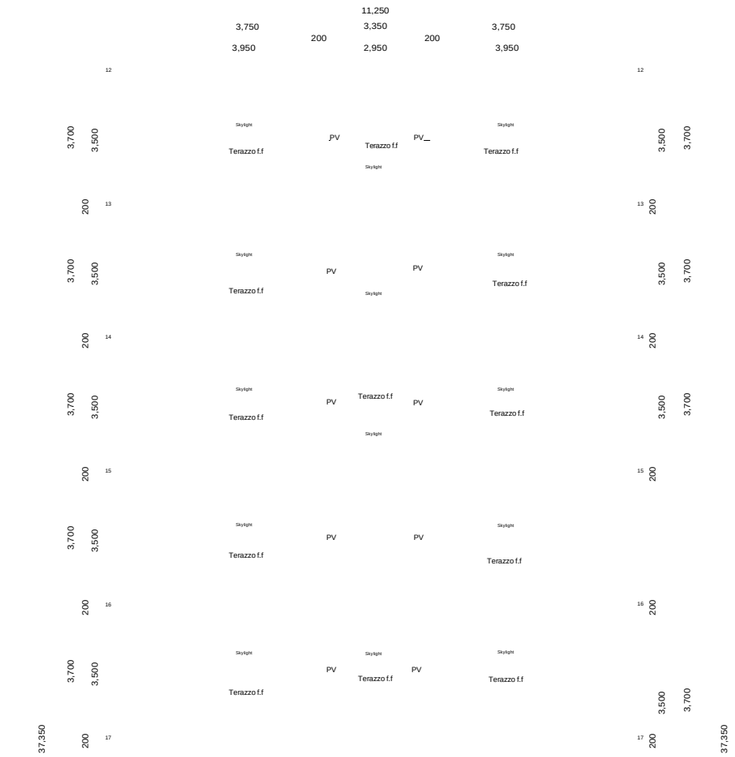
PROPOSED
1500 X
2200 MM HIGH
ROLLER SHUTTER
DOORS

PUBLIC TOILET

BIO DIGESTER

BLOCK A

SLOPE TOWARDS
PERIMETER WALL



Ramp

Proposed 1500
x 2200mm roller
shutter doors.

NOTES:

GENERAL.
All dimensions are in mm unless otherwise specified.
Drawings are not to be scaled only figired dimensions to be used.

CONSTRUCTION.

all slab at ground floor to be poured over 100 gauge polythene sheet on 50mm thick murram blinding on hardcore.
all soil under slab around and under foundation to be protected for termite control.

CIVIL.
all soil on cut embarkment to be stabalized. the slope not to exceed the natural angle of repose.

STRUCTURAL.
all black cotton soil to be removed from all buildings and paved surfaces.
for all R C work refer to structural Engineers details.
depth of foundati9on to be determined on site to S Es approval.
all walls less than 150mm thick to be reinforced with woop iron at every alternate course .
all adjacent RC work and neccessary wallos to be bedded with woop iron at every alternate course.

MECHANICAL .
all plumbing and drainage to comply with relevant local authority.
SVP denotes soil vent pipe to be provided at the head of the drainage system
the storm drain pipes to comply with BS 556 specification.
all underground foul and waste drain pipes shall be uPVC to comply with BS 5255
all inspection chambers covers and framing shall be castiron
monimum slope in the drains pipe to be 1 in 100
no chases will be allowed for pipes. sleeves will be allowed with written approval of SE's. no cutting of concrete without express approval of the architect or SE
All testing of pipes must be completed before plastering
all mechanical works must be co-ordinated with electrical and any conflict must be clarified before work begin.
pv denotes permanent ventilations

ELECTRICALS
all conduits must be laid before plastering.

REVISIONS

SIDE 01

ELEVATION

PROPOSED
1500 X
2200 MM HIGH
ROLLER SHUTTER
DOORS

SIDE 02

ELEVATION

BLOCK B

Ramp

Proposed block board
partition

PROJECT.
MUNICIPAL MARKET PHASE I

CLIENT.
KABARNET MUNICIPALITY

DRAWING TITLE .
PLAN, SECTION, ELEVATIONS

SCALE: 1:100

APPROVED **NAME.** **SIGN.** **DATE.**

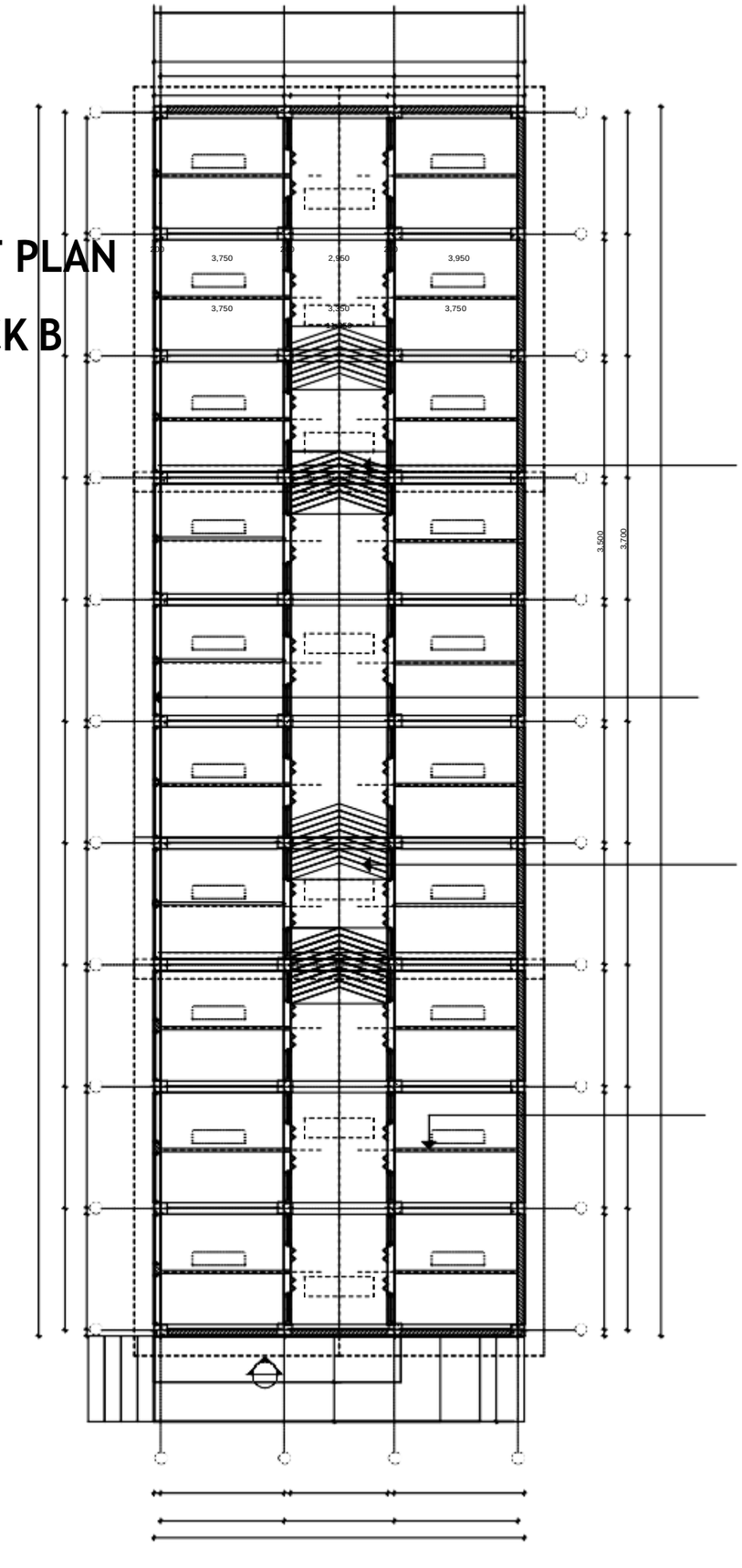
DRAWN . J.C RUTO
ARCH.

SUPT.ARCH. ARCH.I.K.KELONYO

SITE PLAN

PART PLAN

BLOCK B



APPROVED:

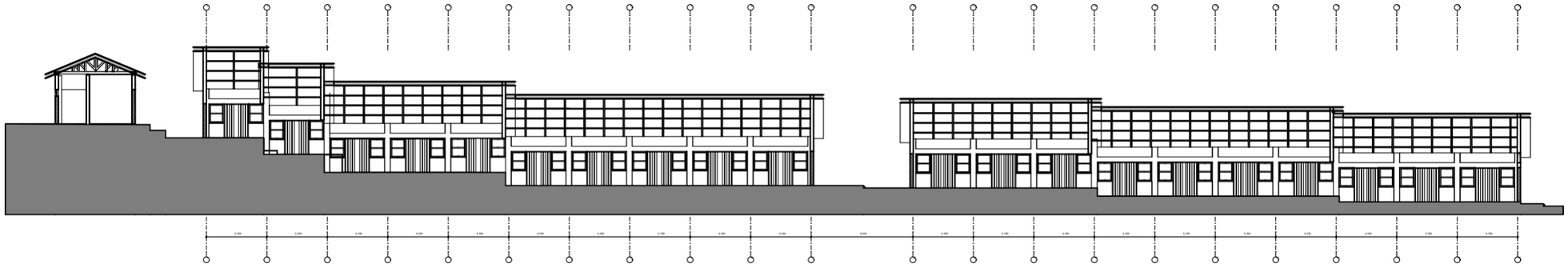
ARCH.S.K.MULI

[CHIEF ARCHITECT]

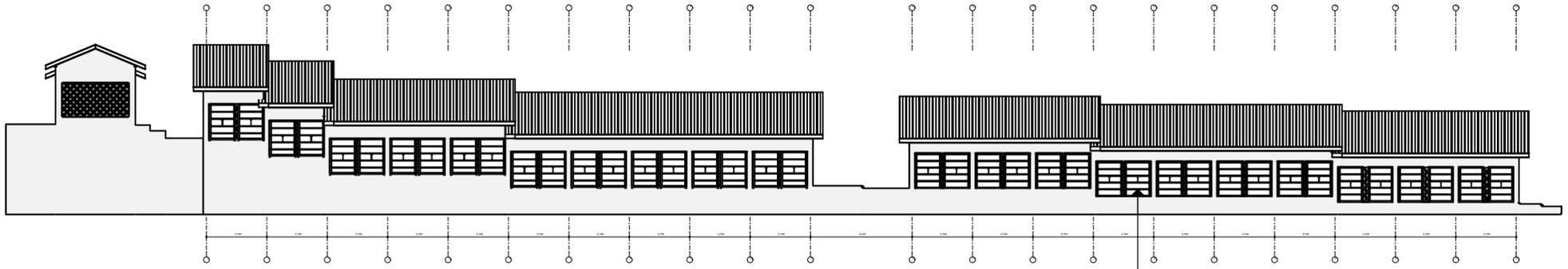
DATE :MARCH 2023

(STATEDEPARTMENT

OF PUBLIC WORKS)

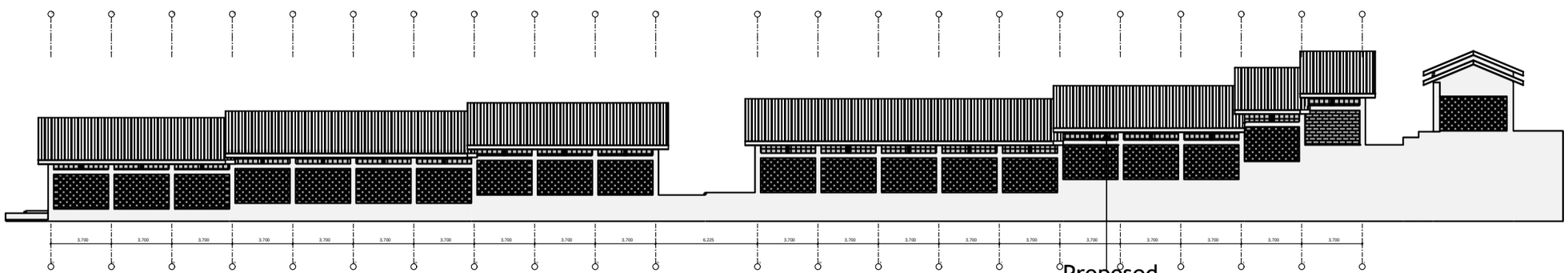


SITE SECTIONAL PROFILE



SIDE 01 ELEVATION

Proposed
1500 X
2200 mm high
roller shutter doors



SIDE 02 ELEVATION

Proposed
1575 X
600mm high
opening with conctrete
vent blocks.

NOTES:

GENERAL.
All dimensions are in mm unless otherwise specified.
Drawings are not to be scaled only figired dimensions to be used.

CONSTRUCTION.

all slab at ground floor to be poured over 100 gauge polythene sheet on 50mm thick murram blinding on hardcore.
all soil under slab around and under foundation to be protected for termite control.

CIVIL.
all soil on cut embarkment to be stabalized. the slope not to exceed the natural angle of repose.

STRUCTURAL.
all black cotton soil to be removed from all buildings and paved surfaces.
for all R C work refer to structural Engineers details.
depth of foundati9on to be determined on site to S Es approval.
all walls less than 150mm thick to be reinforced with woop iron at every alternate course .
all adjacent RC work and neccessary wallos to be bedded with woop iron at every alternate course.

MECHANICAL .
all plumbing and drainage to comply with relevant local authority.
SVP denotes soil vent pipe to be provided at the head of the drainage system
the storm drain pipes to comply with BS 556 specification.
all underground foul and waste drain pipes shall be uPVC to comply with BS 5255
all inspection chambers covers and framing shall be castiron
monimum slope in the drains pipe to be 1 in 100
no chases will be allowed for pipes. sleeves will be allowed with written approval of SE's. no cutting of concrete without express approval of the architect or SE
All testing of pipes must be completed before plastering
all mechanical works must be co-ordinated with electrical and any conflict must be clarified before work begin.
pv denotes permanent ventilations

ELECTRICALS
all conduits must be laid before plastering.

REVISIONS	

PROJECT.
MUNICIPAL MARKET PHASE I

CLIENT.
KABARNET MUNICIPALITY

DRAWING TITLE .
PLAN, SECTION, ELEVATIONS

SCALE: 1:100

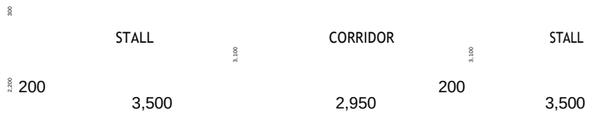
APPROVED	NAME.	SIGN.	DATE .
DRAWN .	J.C RUTO		
ARCH.			
SUPT.ARCH.	ARCH.I.K.KELUNYO		

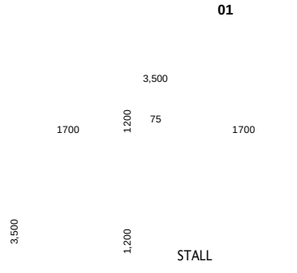
APPROVED:
ARCH.S.K.MULI
[CHIEF ARCHITECT]

DATE :MARCH 2023

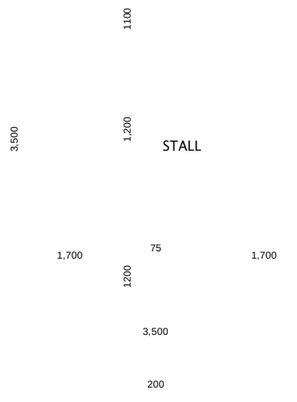
(STATE DEPARTMENT OF PUBLIC WORKS)

STALL SECTION





CORRIDOR



Proposed 600 x 1575mm opening with concrete louvred blocks.

Proposed 1500 x 2200mm high roller shutter door.

75mm by 50mm timber frames

Proposed 600 x 1575mm opening with concrete louvred blocks.

25x1200x1200mm block board pieces.

75mm by 50mm intermediate timber frames

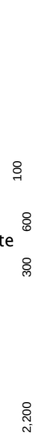
Proposed block board partition

Modifications to the existing door to allow for individual access.

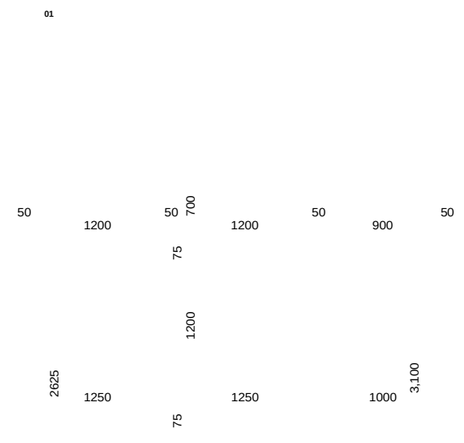
Proposed block board partition

02

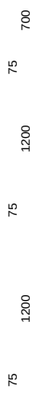
Proposed 1500 x 2200mm high roller shutter door.



1575mm x 600mm opening with concrete vent blocks.



75mm by 50mm intermediate timber frames



Heavy gauge

mesh screen to specification.

25x1200x1200mm block board pieces finished in white emulsion paint .

75mm by 50mm timber frames

25x1200x1200mm block board pieces cut to fit frames.

12mm x 12mm Timber quadrant

beading to detail.

Proposed 1500 x 2200mm high roller shutter door.

STALL PART SECTION 01-01

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REVISIONS

PROJECT.
MUNICIPAL MARKET PHASE I

CLIENT.
KABARNET MUNICIPALITY

DRAWING TITLE .
PLAN, SECTION, ELEVATIONS

SCALE: 1:100

APPROVED **NAME.** **SIGN.** **DATE .**

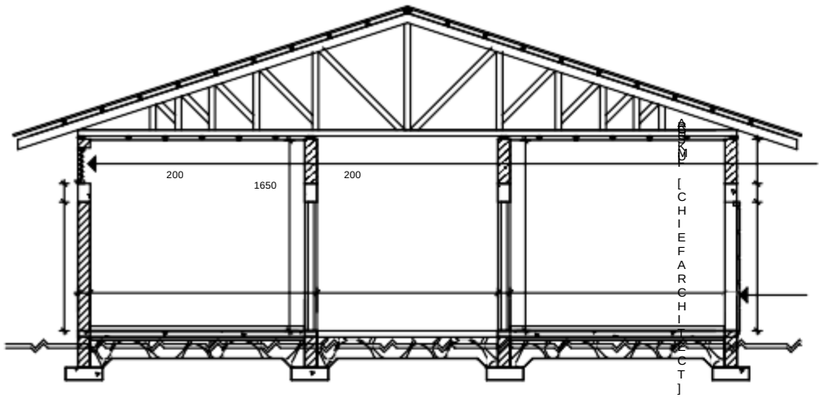
DRAWN . J.C RUTO

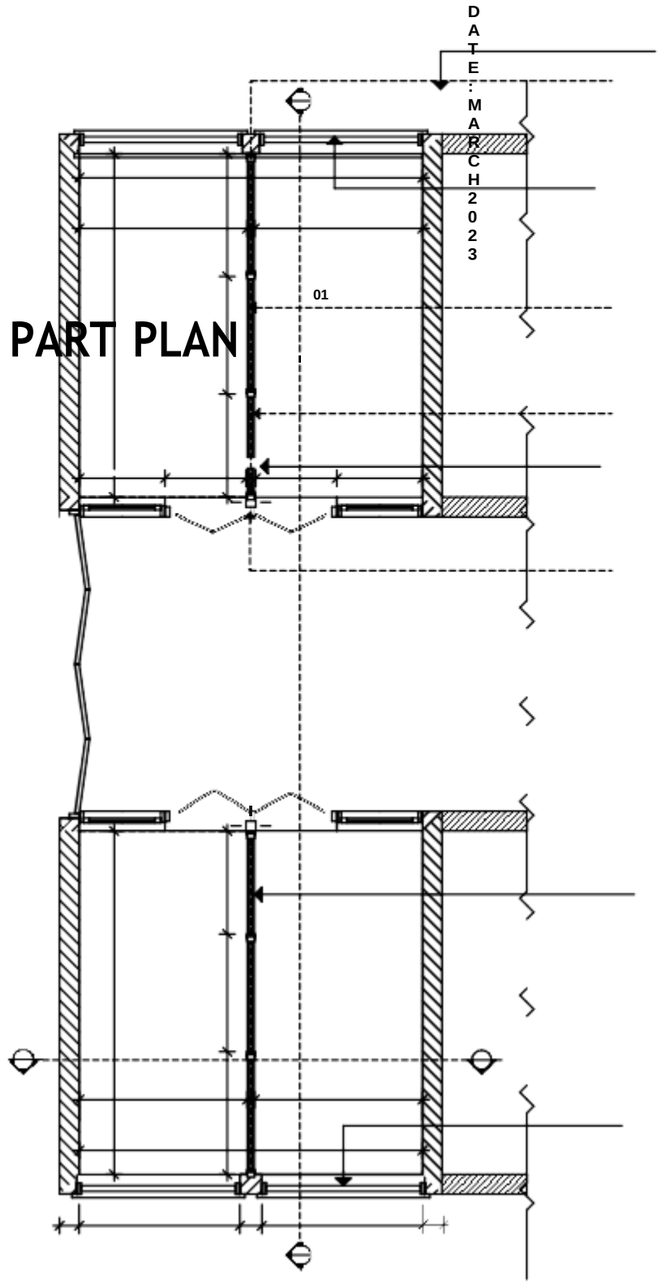
ARCH.

SUPT.ARCH. ARCH.I.K.KELUNYO

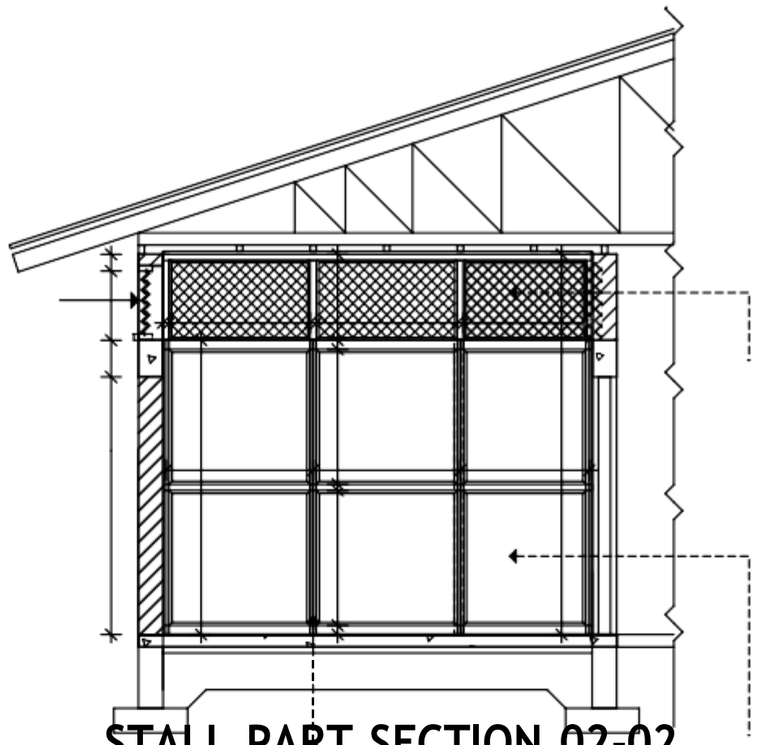
APPROVED:

1650

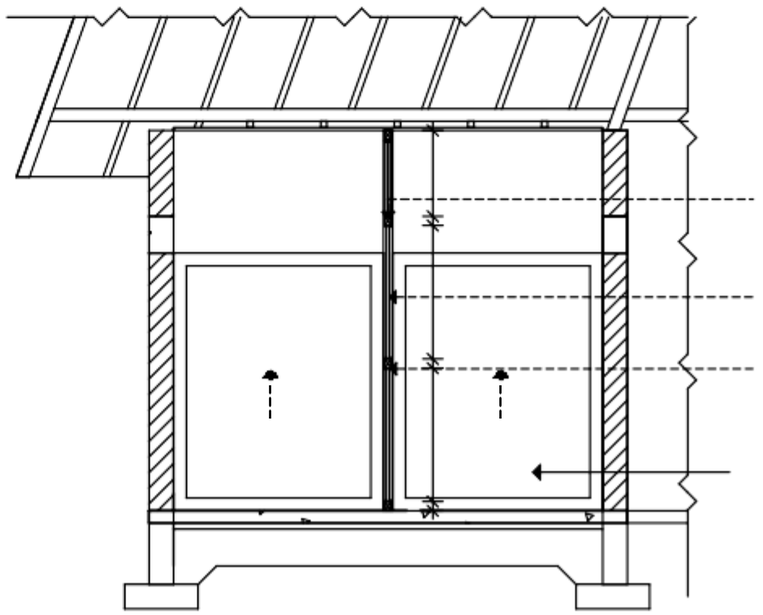




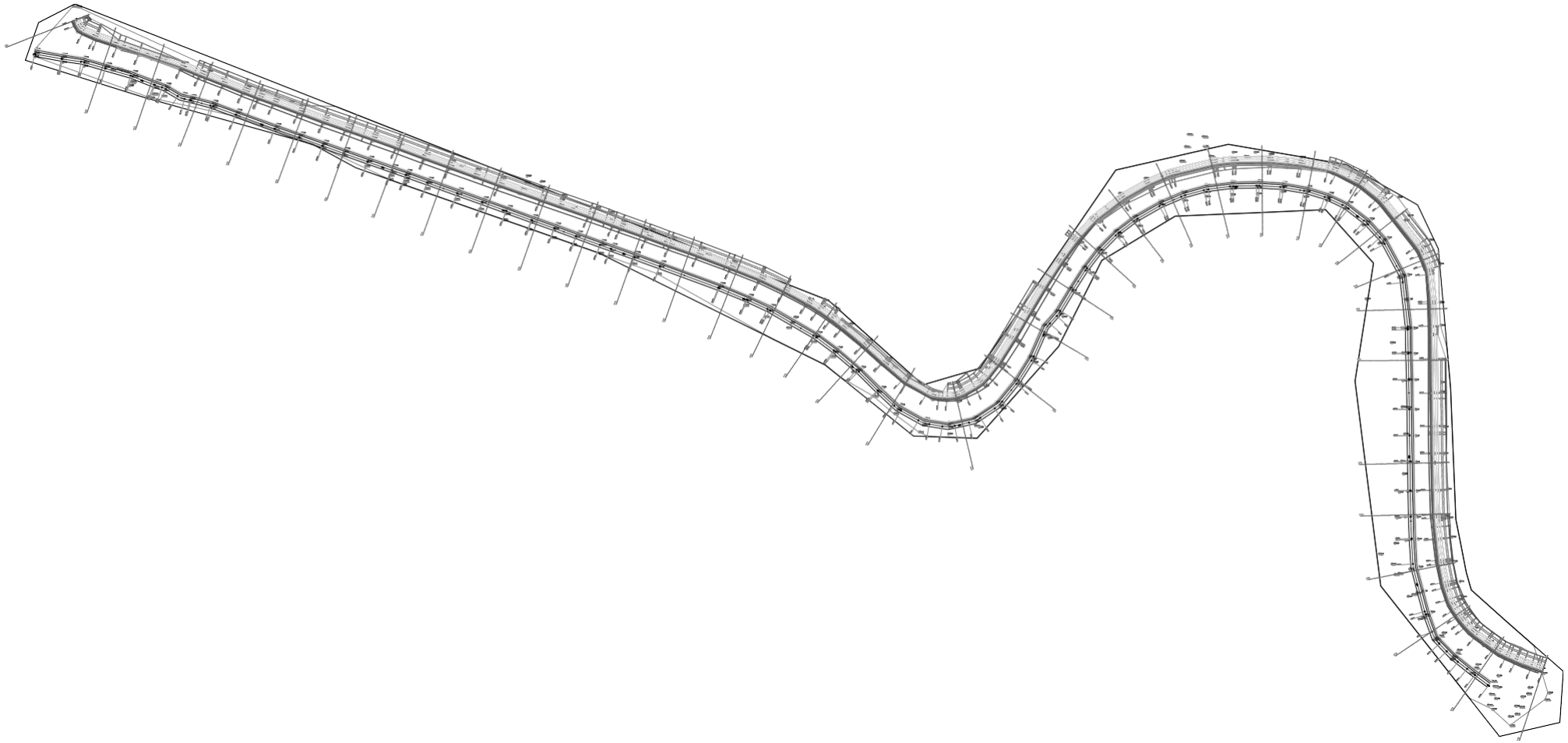
STALL PART PLAN

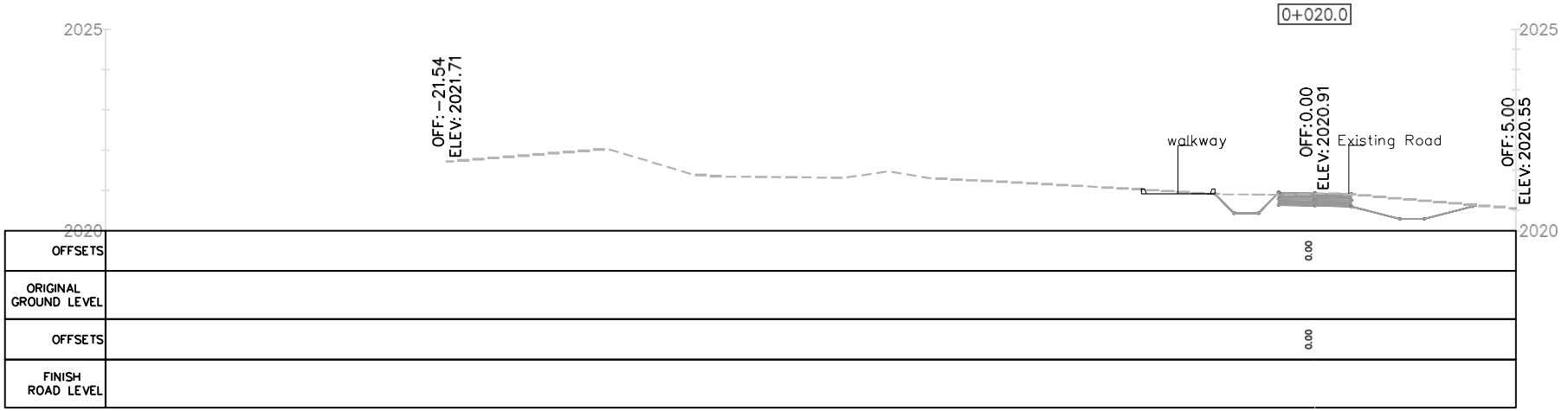


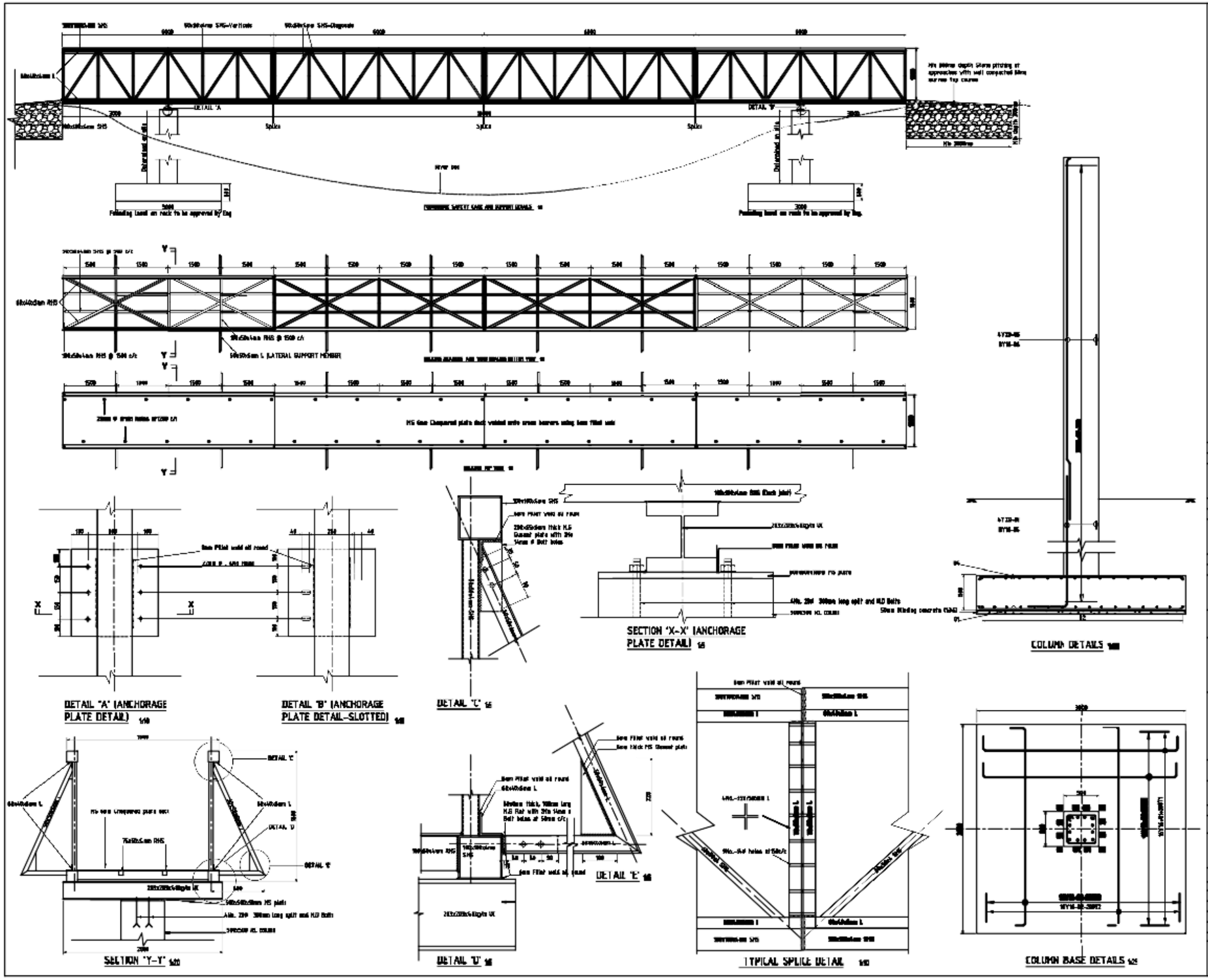
STALL PART SECTION 02-02



(STATE DEPARTMENT
OF PUBLIC WORKS)




0+020.0
2025
2020
OFF: -21.54
ELEV: 2021.71
walkway
OFF:0.00
ELEV: 2020.91
Existing Road
OFF:5.00
ELEV: 2020.55
OFFSETS
0.00
ORIGINAL GROUND LEVEL
OFFSETS
0.00
FINISH ROAD LEVEL



NOTES

1. All dimensions are in mm unless otherwise stated
2. The drawing must be read in conjunction with all other relevant drawings.
3. Structural concrete to be grade 25/20. Suitable cement to sand to aggregate ratio 1:2:3 by volume. Concrete to have 20N/mm² strength at 28 days.
4. S. E. to inspect excavations. Final reinforcement to be checked and approved before concrete is cast.
5. Y=Square twisted bars of yield strength 460N/mm².
6. Reinforcement cover to be as below
   a) Columns 25mm
   b) Foundations 50mm
7. All steel to be cleaned off all mill scales and rust before being painted with two(2) coats of red lead and one coat of gloss paint.
8. All bolts shall be black bolts of property class 4.8 to BS 4190
9. All bolted joints to have a hole 2 mm. larger than the bolt shanks and to be fitted with washers at each bolthead and nut.
10. All steel to conform to BS-EN-10A and ASTM A500 grade 250
11. All steel sections shall be straight, free from bends and twists before and after fabrication unless required to be curvilinear

ISSUES			
DATE	BY	APPROVED	TO

REVISIONS					
NO.	DATE	BY	DESCRIPTION	CHK. MGR.	C.S. ENG.

REFERENCE DRAWINGS	
No.	DESCRIPTION

CLIENT: BARINGO COUNTY — JOB No.

PROJECT TITLE: PROPOSED 24M SPAN FOOTBRIDGE

DRAWING TITLE: FOOTBRIDGE GENERAL ARRANGEMENT AND DETAILS

FOR THE COUNTY GOVERNMENT OF BARINGO

CI/SfB		
M.O.R.&P.W.	DRG No.	_____
	FILE No.	SO/MMMMMMMMS/CALCULATIONS
SCALES: 350 125 510 12		FIGURES DIMENSIONS UNLESS TO BE TAKEN FROM THIS DRAWING

	NAME	SIGNATURE	DATE
DESIGNED	KIPIMI E. K.		
DRAWN	KIPIMI E. K.		
SUPT. ENG.	ENG. M. M. PIRAMI		

MINISTRY OF ROADS AND PUBLIC WORKS
STRUCTURAL DEPARTMENT