



RUMBIYE WATER SUPPLY AND SANITATION PROJECT – PHASE 2

TENDER DOCUMENT

**TENDER NAME: CONSTRUCTION OF RUMBIYE PROJECT
CIVIL WORKS – PHASE 2 LOT-1**

TENDER NO: RC/RCWSP/LOT-01/2022

CATEGORY: OPEN

Rotary Club of Busia

P.O Box 418 - 50400

Busia

E-MAIL: rotaryclubofbusia@gmail.com, rumbiye@googlegroups.com

DECEMBER 2022

TENDER CLOSING DATE & TIME: 3rd February 2023 AT 1200HRS (EAST AFRICAN TIME)

SECTION I: INVITATION FOR TENDERS

TENDER CLOSING DATE: 3RD FEBRUARY 2023
TENDER REFERENCE NO.: RC/RCWSP/LOT-01/2022
TENDER NAME: CONSTRUCTION OF CIVIL WORKS FOR RUMBIYE
COMMUNITY WATER SUPPLY PROJECT

The **Rotary International in conjunction with the host and international sponsor** has allocated funds to the **Rotary Club of Busia** for the project; **Rumbiye Community Water Supply Project, Tender No. RC/RCWSP/LOT-01/2022.**

- 1.1 The Rotary Club of Busia now invites sealed bids from eligible bidders for the construction of **CIVIL WORKS FOR RUMBIYE COMMUNITY WATER SUPPLY PROJECT.**
- 1.2 The following are mandatory requirements that must be submitted together with the Bid document:
 - Firms Copy of Relevant Registration with National Construction Authority category NCA 6 and above.
 - Certified copy of Certificate of Incorporation, Valid Business Permit, CR 12 and a Valid Tax Compliance Certificate.
 - Firm's Audited Accounts for the last Two (2) years,
 - References on previous experiences for similar works, Availability of Qualified Personnel and equipment.

Further information will be in the Bidding Document.

- 1.3 A pre-bid meeting and Site Visit Shall be held on **Friday 20th January 2023 at Rumbiye Primary School, Rumbiye sub-Location, Funyula Constituency, Busia County as from 1000Hrs.**
- 1.4 Interested eligible bidders may obtain further information from **Rotary Club of Busia, President, rotaryclubofbusia@gmail.com/rumbiye@googlegroups.com** during office hours from 0800 hours to 1700 Hours local time from Monday to Friday, except during lunch hour (1300 hours to 1400 hours), during weekends and public holidays at the address given below.
- 1.5 A complete set of bidding documents in English may be collected by interested eligible bidders upon request or can be downloaded from <https://ewb-kenya.org/tenders/>. Bidders who download the bidding document from the website **MUST** forward their particulars immediately to rotaryclubofbusia@gmail.com / rumbiye@googlegroups.com for records and any further clarifications and addenda. Further information may be obtained from the address below:
- 1.6 All bids must be accompanied by a bid security of **2% of the bid price** in the form of an unconditional Bank Guarantee or from an insurance company registered by IRA and approved by PPRA.
- 1.7 Bids must be delivered to the address below on or before **3rd February 2023, 1200Hrs East African Time**. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives and anyone who choose to attend at the address below on **3rd February 2023, 1200Hrs East African Time**.

Addressed to:
The President
Rotary Club of Busia
P.O Box 418 - 50400 BUSIA
E-MAIL - rotaryclubofbusia@gmail.com/rumbiye@googlegroups.com

Submitted and registered at Rumbiye Primary School, Rumbiye sub-Location,
Funyula Constituency, Busia County

SECTION II - INSTRUCTIONS TO TENDERERS

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A. INTRODUCTION

1. Scope of Tender

- 1.1 The Procuring Entity indicated in the **Tender Data Sheet** (TDS) invites Tenders for the construction of works as specified in the **Tender Data Sheet** and Sections VI (Technical Specifications) and VII (Drawings).
- 1.2 The successful Tenderer will be expected to complete the works by the required completion date specified in the **Tender Data Sheet**.
- 1.3 The objectives of the works are listed in the **Tender Data Sheet**.

These are mandatory requirements. Any subsequent detail is offered to support these objectives and must not be used to dilute their importance.

2. Source of Funds

- 2.1 The Rotary International has set aside funds for the use of the Procuring Entity named in the **Tender Data Sheet** during the Financial Year indicated in the **Tender Data Sheet**. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the works as described in the **Tender Data Sheet**.

Or

The Rotary International through Procuring Entity named in the **Tender Data Sheet** has applied for/received/ intends to apply for a [loan/credit/grant] from the financing institution named in the **Tender Data Sheet** towards the cost of the Project named in the **Tender Data Sheet**. The Government of Kenya intends to apply a part of the proceeds of this [loan/credit/grant] to payments under the Contract described in the **Tender Data Sheet**.

- 2.2 Payments will be made directly by the Procuring Entity (or by financing institution specified in the **Tender Data Sheet** upon request of the Procuring Entity to so pay) and will be subject in all respects to the terms and conditions of the resulting contract placed by the Procuring Entity.

3. Eligible Tenderers

- 3.1 A Tenderer may be a natural person, private or public company, government-owned institution, subject to sub-Clause 3.4 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the **Tender Data Sheet**, all parties shall be jointly and severally liable.
- 3.2 The Invitation for Tenders is open to all suppliers as defined in the Public Procurement and Disposal Act, 2005 and the Public Procurement and Disposal Regulations, 2006 except as provided hereinafter.
- 3.3 National Tenderers shall satisfy all relevant licensing and/or registration with the appropriate statutory bodies in Kenya, such as the Ministry of Public Works or the Energy Regulatory Commission.
- 3.4 A Tenderer shall not have a conflict of interest. All Tenderers found to have

a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:

- a) Are associated or have been associated in the past directly or indirectly with employees or agents of the Procuring Entity or a member of a board or committee of the Procuring Entity;
- b) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the works under this Invitation for Tenders;
- c) Have controlling shareholders in common; or
- d) Receive or have received any direct or indirect subsidy from any of them; or
- e) Have the same legal representative for purposes of this Tender; or
- f) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
- g) Submit more than one Tender in this Tendering process, however, this does not limit the participation of subcontractors in more than one Tender, or as Tenderer and subcontractor simultaneously.

3.5 A Tenderer will be considered to have a conflict of interest if they participated as a consultant in the preparation of the design or technical specification of the project and related services that are the subject of the Tender.

3.6 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Kenya in accordance with GCC sub-Clause 3.2.

3.7 Government owned enterprises in Kenya may participate only if they are legally and financially autonomous, if they operate under commercial law, are registered by the relevant registration board or authorities and if they are not a dependent agency of the Government.

3.8 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

- | | |
|--|---|
| <p>4. One Tender per Tenderer</p> | <p>4.1 A firm shall submit only one Tender, in the same Tendering process, either individually as a Tenderer or as a partner in a joint venture pursuant to ITT Clause 5.</p> <p>4.2 No firm can be a subcontractor while submitting a Tender individually or as a partner of a joint venture in the same Tendering process.</p> <p>4.3 A firm, if acting in the capacity of subcontractor in any Tender, may participate in more than one Tender but only in that capacity.</p> <p>4.4 A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the Tenders in which the Tenderer has participated to be disqualified.</p> |
| <p>5. Alternative Tenders by Tenderers</p> | <p>5.1 Tenderers shall submit offers that comply with the requirements of the Tendering documents, including the basic Tenderer’s technical design as indicated in the specifications and Drawings and Bill of Quantities. Alternatives will not be considered, unless specifically allowed for in the Tender Data Sheet. If so allowed, sub-Clause 5.2 and 5.3 shall govern.</p> <p>5.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the Tender Data Sheet as will the method of evaluating different times for completion.</p> <p>5.3 If so allowed in the Tender Data Sheet, Tenderers wishing to offer technical alternatives to the requirements of the Tendering documents must also submit a Tender that complies with the requirements of the Tendering documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Tender, the Tenderer shall provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements shall be considered by the Procuring Entity.</p> |
| <p>6. Cost of Tendering</p> | <p>6.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.</p> |
| <p>7. Site Visit and Pre-Tender Meeting</p> | <p>7.1 The Tenderer, at the Tenderer’s own responsibility and risk, is advised to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer’s own expense.</p> |

- 7.2 The Procuring Entity may conduct a site visit and a pre-Tender meeting. The purpose of the pre-Tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.3 The Tenderer's designated representative is invited to attend a site visit and pre-Tender meeting which, if convened, will take place at the venue and time stipulated in the **Tender Data Sheet**.
- 7.4 The Tenderer is requested as far as possible, to submit any questions in writing or by electronic means to reach the procuring Entity before the pre-Tender meeting. It may not be practicable at the meeting to answer all questions, but questions and responses will be transmitted in accordance with sub-Clause 7.5.
- 7.5 Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given together with any responses prepared after the pre-Tender meeting will be transmitted within the time stated in the **Tender Data Sheet** to all purchasers of the Tendering documents. Any modification of the Tendering documents listed in sub-Clause 8.1 that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT sub Clause 10.2 and not through the minutes of the pre-Tender meeting.
- 7.6 Nonattendance during the site visit or pre-Tender meeting will not be a cause for disqualification of a Tenderer unless specified to the contrary in the **Tender Data Sheet**.

B. TENDERING DOCUMENTS

8. Content of Tendering Documents

- 8.1 The works required, Tendering procedures, and contract terms are prescribed in the Tendering Documents. In addition to the Section I Invitation for Tenders, Tendering documents which should be read in conjunction with any addenda issued in accordance with ITT sub Clause 10.2 include:

Section II	Instructions to Tenderers
Section III	Tender Data Sheet
Section IV	General Conditions of Contract
Section V	Contract Data Sheet
Section VI	Specifications
Section VII	Drawings
Section VIII	Bill of Quantities
Section IX	Forms of Tender
	• Form of Tender • Appendix to Tender • Confidential Business Questionnaire • Integrity Declaration

- Letter of Acceptance
- Form of Contract Agreement

Section X Forms of Security

- Tender Security Form
- Tender Securing Declaration
- Performance Bank or Insurance Guarantee
- Advance Payment Guarantee

Section XI Form RB 1 Application to Public Procurement Administrative Review Board

- 8.2** The number of copies to be completed and returned with the Tender is specified in the **Tender Data Sheet**.
- 8.3** The Invitation for Tenders (Section I) issued by the Procuring Entity is not part of the Tendering Documents and is included for reference purposes only. In case of discrepancies between the Invitation for Tenders and the Tendering Documents listed in sub-Clause 8.1 above, the said Tendering Documents will take precedence.
- 8.4** The Procuring Entity is not responsible for the completeness of the Tendering Documents and their addenda, if they were not obtained directly from the authorized staff of the Procuring Entity.
- 8.5** The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering documents. Failure to furnish all information required by the Tendering Documents or to submit a Tender substantially responsive to the Tendering documents in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.

9. Clarification of Tendering Documents

- 9.1** A prospective Tenderer requiring any clarification of the Tendering documents may notify the Procuring Entity in writing, e-mail or facsimile at the Procuring Entity's address indicated in the **Tender Data Sheet**.
- 9.2** The Procuring Entity will within the period stated in the **Tender Data Sheet** respond in writing to any request for clarification provided that such request is received no later than the period indicated in the **Tender Data Sheet** prior to the deadline for the submission of Tenders prescribed in sub- Clause 22.1.
- 9.3** Copies of the procuring entity's response will be forwarded to all Purchasers of the Tendering documents, including a description of the inquiry, but without identifying its source.
- 9.4** Should the Procuring Entity deem it necessary to amend the Tendering documents as a result of a clarification, it shall do so following the

9.5 procedure under ITT Clause 10.

10. Amendments of the Tendering Documents

- 10.1 Before the deadline for submission of Tenders, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tendering documents by issuing addenda.
- 10.2 Any addendum issued shall be part of the Tender documents pursuant to sub-Clause 8.1 and shall be communicated in writing, by e-mail or facsimile to all who have obtained the Tendering documents directly from the Procuring Entity.
- 10.3 In order to allow prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity at its discretion shall extend, as necessary, the deadline for submission of Tenders, in accordance with sub-Clause 22.2

C. Preparation of Tenders

11. Language of Tender

- 11.1 The Tender, and all correspondence and documents related to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the Tender language stipulated in the **Tender Data Sheet**. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the Tender, the translation shall prevail.

12. Documents Constituting the Tender

- 12.1 The Tender submitted by the Tenderer shall consist of the following components:
- a) The Form of Tender (in the format indicated in Section IX) completed in accordance with ITT Clause 15, 16 and 17;
 - b) Information requested by Instructions to Tenderers ITT sub-Clause 13.2; 13.3 and 13.4;
 - c) Tender Security or Tender Securing Declaration in accordance with Instructions to Tenderers ITT Clause 19;
 - d) Priced Bill of Quantities;
 - e) Qualification Information Form and Documents;
 - f) Alternative offers where invited in accordance with Instructions to Tenderers ITT Clause 5;

- g) Written confirmation authorizing the signatory of the Tender to commit the Tenderer in accordance with Instructions to Tenderers ITT sub Clause 19.2; and
- h) And any information or other materials required be completing and submitting by Tenderers, as specified in the **Tender Data Sheet**.

13. Documents

Establishing Eligibility and Qualifications of the Tenderer

- 13.1 Pursuant to ITT Clause 13, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.
- 13.2 In the event that pre-qualification of potential Tenderers has been undertaken, only Tenders from pre-qualified Tenderers will be considered for award of contract. These qualified Tenderers should submit their Tenders with any information updating the original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission. The update or confirmation should be provided in Section IX.
- 13.3 If the Procuring Entity has not undertaken pre-qualification of potential Tenderers, to qualify for award of the contract, Tenderers shall meet the minimum qualifying criteria specified in the **Tender Data Sheet**:
- 13.4 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **Tender Data Sheet**:
 - a) The Tender shall include all the information listed in the **Tender Data Sheet** pursuant to sub-Clause 13.3 above for each joint venture partner;
 - b) The Tender shall be signed so as to be legally binding on all partners;
 - c) One of the partners will be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
 - d) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of a joint venture and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;
 - e) All partners of the joint venture shall be liable jointly and

severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the authorization mentioned under (c) above as well as in the Tender and in the Agreement (in case of a successful Tender); and

- f) A copy of the joint venture agreement entered into by all partner shall be submitted with the Tender. Alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Tender shall be signed by all partners and submitted with the Tender, together with a copy of the proposed Agreement.
- g) The Tender Security and Tender Securing Declaration as stated in accordance with ITT Clause 19, and in case of a successful Tender, the Agreement, shall be signed so as to be legally binding on all partners.

14. Lots Package

- 14.1** When Tendering for more than one contract under the lots arrangements, the Tenderer must provide evidence that it meets or exceeds the sum of all the individual requirements for the lots being tendered in regard to:
 - a) Average annual turnover;
 - b) Particular experience including key production rates;
 - c) Financial means, etc;
 - d) Personnel capabilities; and
 - e) Equipment capabilities.
- 14.2** In case the Tenderer fail to fully meet any of these criteria, it may be qualified only for those lots for which the Tenderer meets the above requirement.

15. Form of Tender

- 15.1** The Tenderer shall fill the Form of Tender furnished in the Tendering Documents. The Form of Tender must be completed without any alterations to its format and no substitute shall be accepted.

16. Tender Prices

- 16.1** The Contract shall be for the whole Works, as described in sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.
- 16.2** The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Bill of quantities.
- 16.3** All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 15 days prior to

the deadline for submission of Tenders, shall be included in the rates, prices and total Tender price submitted by the Tenderer.

- 16.4** The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract if provided for in the Tender Data Sheet and the provisions of the Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Contract Data Sheet.

17. Tender Currencies

- 17.1** The unit rates and prices shall be quoted by the Tenderer in the currency as specified in the Tender Data Sheet.
- 17.2** Tenderers shall indicate details of their expected foreign currency requirements in the Tender, if any. The rates of exchange to be used by the Tenderers in arriving at the local currency equivalent shall be the selling rates for similar transactions established by the authority specified in the Tender Data Sheet prevailing on the date 28 days prior to the latest deadline for submission of Tenders. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Tenderer. In any case, payments will be computed using the rates quoted in the Tender.
- 17.3** Tenderers may be required by the Procuring Entity to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices and in the Contract Data Sheet are reasonable and responsive to sub-Clause

18. Tender Validity Period

- 18.1** Tenders shall remain valid for the period specified in the **Tender Data Sheet** after the Tender submission deadline prescribed by the Procuring Entity, pursuant to ITT Clause 22. A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 18.2** In exceptional circumstances, prior to expiry of the original Tender validity period, the Procuring Entity may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting its Tender Security or causing to be executed its Tender Securing declaration. A Tenderer agreeing to the request will not be required or permitted to otherwise modify the Tender, but will be required to extend the validity of its Tender Security or Tender Securing declaration for the period of the extension, and in compliance with ITT Clause 19 in all respects.
- 18.3** In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price will be increased by a

factor specified in the request for extension. The Tender evaluation shall be based on the Tender price without taking into consideration on the above correction.

19. Tender Security and Tender Securing Declaration

- 19.1** Pursuant to ITT Clause 12, where required in the **Tender Data Sheet**, the Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the amount and currency specified in the **Tender Data Sheet**.
- A Tender Securing Declaration as specified in the **Tender Data Sheet** in the format provided in section X shall be provided as a mandatory requirement.
- 19.2** The Tender Security or Tender Securing Declaration is required to protect the Procuring Entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT sub-Clause 19.9.
- 19.3** The Tender Security shall be denominated in the currency of the Tender and shall be in one of the following forms:
- a) Cash;
 - b) A Bank Guarantee;
 - c) An Insurance Bond issued by an insurance firm approved by the PPOA located in Kenya;
 - d) An irrevocable letter of credit issued by a reputable bank.
- 19.4** The Tender Security shall be in accordance with the Form of the Tender Security included in Section X or another form approved by the Procuring Entity prior to the Tender submission.
- 19.5** The Tender Security shall be payable promptly upon written demand by the Procuring Entity in case any of the conditions listed in sub-Clause 19.8 are invoked.
- 19.6** Any Tender not accompanied by a Tender Security in accordance with sub-Clauses 19.1 or 19.3 shall be rejected by the Procuring Entity as non-responsive, pursuant to ITT Clause 28.
- 19.7** The Procuring Entity shall immediately release any Tender Security if:
- a) The procuring proceedings are terminated;
 - b) The Procuring Entity determines that none of the submitted Tenders is responsive;
 - c) A contract for the procurement is entered into.

- 19.2** The Tender Security shall be forfeited and the Tender Securing Declaration executed if the Tenderer:
- a) Withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which Tenders must remain valid;
 - b) Rejects a correction of an arithmetic error pursuant to sub-Clause 29.2;
 - c) Refuse to enter into a written contract in accordance with ITT Clause 40;
 - d) Fails to furnish the Performance Security in accordance with ITT Clause 41.
- 19.3** The Tender Security and Tender Securing Declaration of a joint venture must be in the name of the joint venture submitting the Tender.
- 19.4** A Tenderer shall be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time indicated in the Tender Securing Declaration:
- a) If the Tenderer withdraws its Tender, except as provided in ITT sub-Clauses 18.2 and 29.2; or
 - b) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:
 - (i) Sign the contract; or
 - (ii) Furnish the required Performance Security.

20. Format and Signing of Tender

- 20.1** The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT Clause 12 of these Instructions to Tenderers, with the Form of Tender, and clearly marked “**ORIGINAL**”. In addition, the Tenderer shall submit **copies** of the Tender, in the number specified in the **Tender Data Sheet**, and clearly marked as “**COPIES**”. In the event of discrepancy between them, the original shall prevail.
- 20.2** The original and all copies of the Tenders shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **Tender Data Sheet** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be

initialed by the person or persons signing the Tender.

- 20.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the Tender.
- 20.4 The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender and to contract execution if the Tenderer is awarded the contract.

D. Submission of Tenders

21. Sealing and Marking of Tenders

- 21.1 The Tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY”**. The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 21.2 The inner and outer envelopes shall:
 - a) Be addressed to the Procuring Entity at the address given in the **Tender Data Sheet**; and
 - b) Bear the Project name indicated in the **Tender Data Sheet**, the Invitation for Tenders (IFB) title and number indicated in the **Tender Data Sheet**, and a statement: **“DO NOT OPEN BEFORE,”** to be completed with the time and the date specified in the **Tender Data Sheet**, pursuant to ITT sub-Clause
- 21.3 In addition to the identification required in sub-Clause 21.2, the inner envelopes shall also indicate the name and address of the Tenderer to enable the Tender be returned unopened in case it is declared late, pursuant to sub-Clause 22.1 and for matching purpose under ITT Clause 23
- 21.4 If the outer envelope is not sealed and marked as required by ITT sub clause 21.2, the Procuring Entity shall assume no responsibility for misplacement or premature opening of the Tender.

22. Deadline for Submission of Tenders

- 22.1 Tenders shall be received by the Procuring Entity at the address specified under ITT sub-Clause 21.2 no later than the date and time specified in the **Tender Data Sheet**.
- 22.2 The Procuring Entity may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Tenders by amending the Tendering documents in accordance with ITT Clause 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be

subject to the
new deadline.

- 22.3** The extension of the deadline for submission of Tenders shall not be made later than the period specified in the Tender Data Sheet before the expiry of the original deadline.

23. Late Tenders

- 23.1** The Procuring Entity shall not consider for evaluation any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT Clause 22.
- 23.2** Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected and returned unopened to the Tenderer.

24. Modification, Substitution and Withdrawal of Tenders

- 24.1** A Tenderer may modify or substitute or withdraw its Tender after it has been submitted, provided that written notice of the modification, including substitution or withdrawal of the Tender, is received by the Procuring Entity prior to the deadline prescribed for submission of Tenders prescribed under ITT sub-Clause 22.1.
- 24.2** The Tenderer's modification or substitution or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITT Clauses 20 and 21 with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**SUBSTITUTION**" or "**WITHDRAWAL**" as appropriate. The notice may also be sent by electronic mail and facsimile, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tenders.
- 24.3** No Tender may be withdrawn, replaced or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Form. Withdrawal of a Tender during this interval shall result in the Tenderer's forfeiture of its Tender Security or execution of Tender Securing Declaration, pursuant to the ITT sub-Clause 19.9.
- 24.4** Withdrawal of a Tender between the deadline for submission of Tenders and the expiration of the period of Tender validity specified in the **Tender Data Sheet** or as extended pursuant to sub-Clause 22.2 shall result in the forfeiture of the Tender Security and execution of Tender Securing Declaration pursuant to ITT sub-Clause 19.9.
- 24.5** Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this Clause, or included in the original Tender submission.

E. Opening and Evaluation of Tenders

25. Opening of Tenders

- 25.1 The Procuring Entity will open all Tenders including modifications, substitution or withdraw notices made pursuant to ITT Clause 24, in public, in the presence of Tenderers or their representatives who choose to attend and other parties with legitimate interest and Tender proceedings, at the place on the date and at time specified in the **Tender Data Sheet**. The Tenderers' representatives who are present shall sign a register as proof of their attendance.
- 25.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 24 shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. Subsequently, all envelopes marked "**MODIFICATION**" shall be opened and the submissions therein read out in appropriate detail. Thereafter all envelopes marked or "**SUBSTITUTION**" opened and the submissions therein read out in appropriate detail.
- 25.3 All other envelopes shall be opened one at a time. The Tenderers' names, the Tender prices, the total amount of each Tender and of any alternative Tender (if alternatives have been requested or permitted), any discounts, the presence or absence of Tender security, and such other details as the appropriate tender opening committee may consider appropriate, will be announced by the Secretary of the Tender Opening Committee at the opening.
- 25.4 Tenders or modifications that are not opened and not read out at Tender opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Tenderer which is not read out at Tender opening shall not be considered further.
- 25.5 Tenderers are advised to send in a representative with the knowledge of the content of the Tender who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Tenderer's representative shall indemnify the Procuring Entity against any claim or failure to read out the correct information contained in the Tenderer's Tender.

- 25.6** No Tender will be rejected at Tender opening except for late Tenders which will be returned unopened to the Tenderer, pursuant to ITT Clause 23.
- 25.7** The Secretary of the appropriate tender opening committee shall prepare minutes of the Tender opening. The record of the Tender opening shall include, as a minimum: the name of the Tenderers and whether or not there is a withdrawal, substitution or modification, the Tender price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Tender Security or Tender Securing Declaration.
- 25.8** The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and affect the record.
- 25.9** A copy of the minutes of the Tender opening shall be furnished to individual Tenderers upon request.

26. Confidentiality

- 26.1** Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.
- 26.2** Any effort by a Tenderer to influence the Procuring Entity's processing of Tenders or award decisions may result in the rejection of his Tender.
- 26.3** Notwithstanding sub-Clause 26.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

27. Clarification of Tenders

- 27.1** To assist in the examination, evaluation, comparison of Tenders and post-qualification of the Tenderer, the Procuring Entity may, at its discretion, ask a Tenderer for clarification of its Tender including breakdown of prices. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered.
- 27.2** The request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of Tenders in accordance with ITT Clause 29.

- 27.3** From the time of Tender opening to the time of Contract award if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tender it should do so in writing.

**28. Preliminary
Examination of
Tenders**

- 28.1** Prior to the detailed evaluation of Tenders, the Procuring Entity will determine whether:
- a) The Tender has been submitted in the required format;
 - b) Any Tender Security submitted is in the required form, amount and validity period;
 - c) The Tender has been signed by the person lawfully authorized to do so;
 - d) The required number of copies of the Tender have been submitted;
 - e) The Tender is valid for the period required;
 - f) All required documents and information have been submitted; and
 - g) Any required samples have been submitted.
- 28.2** The Procuring Entity will confirm that the documents and information specified under ITT Clause 12 and ITT Clause 13 have been provided in the Tender. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Tenderers, the Tender shall be rejected.
- 28.3** The Procuring Entity may waive any minor informality, nonconformity, or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer
- 28.4** A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tendering documents, without material deviation or reservation. A material deviation or reservation is one that:
- a) Affects in any substantial way the scope, quality, or execution of the Works;
 - b) Limits in any substantial way, inconsistent with the

Tendering documents, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or

- c) If rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

28.5 If a Tender is not substantially responsive, it will be rejected by the Procuring Entity, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

29. Correction of Errors

29.1 Tenders determined to be substantially responsive will be checked by the Procuring Entity for any arithmetic errors. Errors will be corrected by the Procuring Entity as follows:

- a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

29.2 The amount stated in the Tender will, be adjusted by the Procuring Entity in accordance with the above procedure for the correction of errors and, with, the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, its Tender will then be rejected, and the Tender Security may be forfeited and the Tender Securing Declaration may be executed in accordance with sub- Clause 19.9.

30. Conversion to Single Currency

30.1 To facilitate the evaluation and comparison, the Procuring Entity will convert all Tender prices expressed in the amounts in various currencies in which the Tender prices are payable to Kenya Shillings at the selling exchange rate established for similar transactions by the Central Bank of Kenya ruling on the date specified in the **Tender Data Sheet**.

31. Comparison of Tenders

- 31.1** The Procuring Entity shall evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT Clause 28.
- 31.2** In evaluating the Tenders, the Procuring Entity will determine for each Tender
- the evaluated Tender price by adjusting the Tender price as follows: Making any correction for errors pursuant to ITT Clause 29; Excluding provisional sums and the provision, if any for contingencies in the Bill of Quantities, but including Day work, where priced competitively; and Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with sub- Clause 24.5.
- 31.3** The Procuring Entity may waive any minor informality or non-conformity, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative standing of any Tenderer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the Tendering documents or otherwise result in unsolicited benefits for the Procuring Entity will not be taken into account in Tender evaluation.
- 32. National Preference**
- 32.1** In the evaluation of Tenders the Procuring Entity shall apply exclusive preference to citizens of Kenya where:
- a) The funding is 100% from the Government of Kenya or a Kenyan body;
 - b) The amounts are below the prescribed threshold of KShs.200 million;
- 32.2** To qualify for the preference the candidate shall provide evidence of eligibility by:
- a) Proving Kenyan citizenship by production of a Kenyan Identity Card; or
 - b) Providing proof of being a “citizen contractor” in terms of section 3(1) of the Act, i.e. being a natural person or an incorporated company wholly owned and controlled by persons who are citizens of Kenya.
- 32.3** The Minister of Finance may prescribe additional preference and/or reservation schemes, for example for procurements above these thresholds. If such additional preference schemes apply, details will be given in the

F. Tender Data Sheet.

33. Determination of the Lowest Evaluated Tender

- 34.1 The Tender with the lowest evaluated price from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.

34. Post-qualification of Tenderer

- 34.1 If specified in the **Tender Data Sheet**, post-qualification shall be undertaken.
- 34.2 The Procuring Entity will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria listed in sub-Clause 13.3.
- 34.3 The determination will take into account the Tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to sub-Clause 13.3, as well as such other information as the Procuring Entity deems necessary and appropriate. Factors not included in these Tendering documents shall not be used in the evaluation of the Tenderer's qualifications.
- 34.4 An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the Procuring Entity will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

G. Award of Contract

35. Criteria of Award

- 35.1 Subject to ITT Clause 35 and 36, the Procuring Entity will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tendering documents and who has offered the lowest Evaluated Tender Price, provided that such Tenderer has been determined to be:
- a) Eligible in accordance with the provisions of ITT Clause 3;
 - b) Is determined to be qualified to perform the Contract satisfactorily;
 - c) Successful negotiations have been concluded.

- 35.2** If, pursuant to sub-Clause 14.1, this Contract is being awarded on a “lot and package” basis, the lowest evaluated Tender price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderer for award of more than one Contract.

36. Clarifications

36.1 Clarifications may be undertaken with the lowest evaluated Tenderer relating to the following areas:

- a) A minor alteration to the technical details of the statement of requirements;
- b) Reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Tendering documents;
- c) A minor amendment to the Contract Data Sheet;
- d) Finalizing payment arrangements;
- e) Mobilization arrangements;
- f) Agreeing final delivery or work schedule to accommodate any changes required by the Procuring Entity;
- g) The methodology or staffing; or
- h) Clarifying details that were not apparent or could not be finalized at the time of Tendering.

36.2 Clarifications shall not change the substance of the tender.

37. Procuring Entity’s Right to accept any tender and to reject any or all Tenders

37.1 Notwithstanding ITT Clause 35, the Procuring Entity reserves the right to accept or reject any tender, and to cancel the Tendering process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers.

37.2 Notice of the rejection of all Tenders shall be given promptly within 14 days to all Contractors that have submitted Tenders.

37.3 The Procuring Entity shall upon request communicate to any Tenderer the grounds for its rejection of its Tenders, but is not required to justify those grounds.

38. Procuring Entities Right to Vary Quantities at the Time of Award

38.1 The Procuring Entity reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Tendering documents (schedule of requirements) provided this does not exceed by the percentage indicated in the **Tender Data Sheet**, without any change in unit price or other terms and conditions of the Tender and Tendering documents.

39. Notification of Award

39.1 The Tenderer whose Tender has been accepted will be notified of the award by the Procuring Entity prior to expiration of the Tender validity period by e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Procuring Entity will pay the Contractor in consideration of the provision and maintenance of the Work(s) as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

39.2 The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT Clause 41 and signing the Contract in accordance with sub-Clause 40.2.

39.3 At the same time as the person submitting the successful Tender is notified, the Procuring Entity will notify each unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge the Tender Security and Tender Securing Declaration of the Tenderer pursuant to ITT sub Clause 19.7.

39.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its Tender or application for pre-qualification was unsuccessful, it should address its request to the secretary of the Tender Committee that authorized the award of contract. The secretary of the Tender Committee shall, within fourteen days after a request, provide written reasons as to why the Tender, proposal or application to be pre-qualified was unsuccessful.

However, failure to take this opportunity to clarify the grounds for rejection does not affect the Tenderer's right to seek immediate review by the Public Procurement Administrative Review Board under Clause 45.

40. Signing of Contract

- 40.1** Promptly, and in no case later than 14 days, after notification, Procuring Entity shall send the successful Tenderer the Agreement and Contract Data Sheet, incorporating all agreements between the parties obtained as a result of Contract negotiations.
- 40.2** Within the period specified in the notification or Tender Data Sheet but not earlier than fourteen(14) days since notification of award of contract, the successful Tenderer shall sign and date the contract and return it to the Procuring Entity.

41. Performance Security

- 41.1** Within thirty (30) days but after 14 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Procuring Entity a Performance Security in the amount and in the form stipulated in the Tender Data Sheet and the Contract Data Sheet, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract. If the Performance Security is provided by the successful Tenderer in the form of a Bank Guarantee or Insurance Bond, it shall be issued either:
- a) At the Tenderer's option, by a bank or insurance firm located in Kenya, or a foreign bank or insurance firm through a correspondent bank or insurance firm located in Kenya;
 - b) With the consent of the Procuring entity, directly by a foreign bank acceptable to the Procuring entity.
- 41.2** Failure of the successful Tenderer to comply with the requirement of sub-Clause 41.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security, in which event the Procuring Entity may make the award to the next lowest evaluated Tenderer or call for new Tenders.

42. Advance Payment

- 42.1** The Procuring Entity will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the Tender Data Sheet.
- 42.2** The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section X. For the purpose of receiving the Advance Payment, the Tenderer shall make an estimate of, and include in its Tender, the expenses that will be incurred in order to commence work. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labour during the first month beginning with the date of the Procuring Entity's "Notice to Commence" as specified in the Contract Data Sheet.

43. Adjudicator

43.1 The Procuring Entity proposes the person named in the Tender Data Sheet to be appointed as Adjudicator under the Contract, at an hourly fee specified in the Tender Data Sheet, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Contract Data Sheet at the request of either party.

H. Review of Procurement Decisions

44. Right to Review

44.1 A Tenderer who claims to have suffered or risk suffering, loss or damage or injury as a result of breach of a duty imposed on a Procuring Entity or an Approving Authority by the Public Procurement and Disposal Act, 2005 and the Public Procurement and Disposal Regulations 2006, the procurement proceedings or processes, may seek administrative review as prescribed by the Act. The following matters, however, shall not be subject to the administrative review:

- a) The choice of procurement method;
- b) a decision by the Procuring Entity to reject all Tenders, proposals or quotations;
- c) Where a contract is signed in accordance to Section 68 of the Public Procurement and Disposal Act, 2005;
- d) Where an appeal is frivolous.

45. Time Limit on Review

45.1 The Tenderer shall submit an application for review in the number of copies and pay fees as prescribed by the Public Procurement and Disposal Regulations 2006 within fourteen (14) days of the time the Tenderer became or should have become aware of the circumstances giving rise to the complaint or dispute.

46. Submission of Applications for Review by the Public Procurement Administrative Review Board

46.1 Any application for administrative review shall be submitted in writing to the Secretary, Public Procurement Administrative Review Board on Form RB 1 at the address shown in the Tender Data Sheet. The secretary to the review board shall immediately after filing of the request, serve a copy thereof on the Procuring Entity or Director-General as the case may be.

46.2 The application for administrative review shall be in accordance with the requirements of Regulation 73 of the Public Procurement and Disposals Regulations, 2006, including:

- a) Reasons for the complaint, including any alleged breach of the Act or Regulations;

- b) An explanation of how the provisions of the Act and or Regulation has been breached or omitted, including the dates and name of the responsible public officer, where known;
- c) Statements or other evidence supporting the complaint where available as the applicant considers necessary in support of its request;
- d) Remedies sought;
- e) Any other information relevant to the complaint.

47. Decision by the Public Procurement Administrative Review Board

47.1 The Administrative Review Board shall within thirty days after receipt of an application for administrative review deliver a written decision which shall indicate:

- a) Annuling anything the Procuring Entity has done in the procurement proceedings, including annulling the procurement proceedings in their entirety;
- b) Giving directions to the Procuring Entity with respect to anything to be done or redone in the procurement proceedings;
- c) Substituting the decision of the Review Board for any decision of the Procuring Entity in the procurement proceedings;
- d) Order the payment of costs as between parties to the review.

47.2 The decision made by the Review Board shall, be final and binding on the parties unless judicial review thereof commences within fourteen (14) days from the date of the Review Board's decision.

48. Appeal on the decision of the Review Board

48.1 Any party to the review aggrieved by the decision of the Review Board may appeal to the High Court and the decision of the High Court shall be final.

SECTION III: TENDER DATA SHEET**Tender Data Sheet (TDS)****Instructions to Tenderers Clause Reference**

TDS Reference Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. Introduction		
1.	1.1	The Procuring Entity is Rotary Club of Busia
2.	1.1	Name of Project is; CONSTRUCTION OF CIVIL WORKS FOR RUMBIYE WATER SUPPLY PROJECT
3.	1.2	The expected completion date of the works: is FOUR (4) months from the commencement date
4.	1.3	The Objectives of the Project is: <i>To improve water supply to the Rumbiye Community</i>
5.	2.1	Name of financing institution is: Rotary International Name of the Procuring is Rotary Club of Busia Financial Year: FY 2022 Describe works under the contracts: a. Construction of a 60m3 ground pressed steel tank b. Supply and installation of 2.8Kilometers of HDPE pipeline, PE 100, PN 8 and PN 10. c. Construction of 3No. automatic community water kiosks d. Construction of 3No. masonry cattle troughs e. Construction of a plant house.
6.	2.2	The loan/ credit number is: N/A
7.	5.1	Alternative Tenders are “ <i>not allowed</i> ” in this Tender.
8.	5.2	Alternative time for completion <i>not applicable</i>
9.	3.1	Only Tenderers registered as water and sewerage contractor with the Ministry of Water and Sanitation under Category G and above, and Water Works Contractor NCA 6 and above. This Tender is: National Competitive Bidding.
10.	7.3	Pre-Tender meeting will take place on Friday 20th January 2023 at Rumbiye Primary School, Rumbiye sub-Location, Funyula Constituency, Busia County as from 1000Hrs. Pre-tender site visit is mandatory for tenderers willing to bid for the contract.
11.		Minutes of the pre-Tender meeting will be shared within 3 days after the meeting
B. Tendering Documents		
12.	8.2	The number of copies to be completed and returned with the Tender is TWO Copies and ONE Original

13.	8.1	Address for clarification of Tendering Document is; Attention: The President Rotary Club of Busia P.O. Box 418-50400, BUSIA E-MAIL: rumbiye@googlegroups.com, rotaryclubofbusia@gmail.com																																				
14.	8.2	Period to Respond to request for clarification by the Procuring Entity Five Days (5 days) Period Prior to deadline for submission of Tenders Period for Tenderers to request clarification Seven Days (7 days) Prior to deadline for submission of Tenders																																				
C. Preparation of Tenders																																						
15.	11.1	Language of Tender and all correspondence shall be <i>English</i>																																				
16.	13.3	Other information or materials required to be completed and submitted by Tenderers : a) Copies of original documents defining the constitution or legal status, place of registration, and principal, place of business; written power of attorney authorizing the signatory of the Tender to commit the tender. b) The essential equipment to be made available for the Contract by the successful Tenderer (proposals for timely acquisition or own, lease, hire, etc.) shall be: <table><tr><td>Concrete Mixer</td><td>1</td></tr><tr><td>Poker Vibrator</td><td>2</td></tr><tr><td>Utility Vehicle</td><td>1</td></tr><tr><td>Excavator/Mini-Excavator</td><td>1</td></tr><tr><td>Tipper</td><td>1</td></tr><tr><td></td><td></td></tr></table> c) Required personnel shall have the following experience in works of an equivalent nature and volume. <table><tr><th>Position</th><th>Nr. Required</th><th>General experience (years)</th><th>Specific Experience (years)</th></tr><tr><td>Site Agent (Degree in Civil Engineering or equivalent)</td><td>1</td><td>5</td><td>3</td></tr><tr><td>Site Engineer (Clerk of works), Min. Diploma Civil Engineering or equivalent</td><td>1</td><td>4</td><td>3</td></tr><tr><td>Surveyor, Minimum Diploma in Land Surveying or equivalent</td><td>1</td><td>4</td><td>3</td></tr><tr><td>Plumber (Minimum craft certificate in plumbing)</td><td>1</td><td>5</td><td>4</td></tr><tr><td>Mason (Grade I)</td><td>1</td><td>5</td><td>4</td></tr></table>	Concrete Mixer	1	Poker Vibrator	2	Utility Vehicle	1	Excavator/Mini-Excavator	1	Tipper	1			Position	Nr. Required	General experience (years)	Specific Experience (years)	Site Agent (Degree in Civil Engineering or equivalent)	1	5	3	Site Engineer (Clerk of works), Min. Diploma Civil Engineering or equivalent	1	4	3	Surveyor, Minimum Diploma in Land Surveying or equivalent	1	4	3	Plumber (Minimum craft certificate in plumbing)	1	5	4	Mason (Grade I)	1	5	4
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Plumber (Minimum craft certificate in plumbing)	1	5	4																																			
Mason (Grade I)	1	5	4																																			

		d) Evidence of adequate working capital for this contract. e) Information regarding litigation, current
17.	13.4	In the case of joint venture each partner shall submit information required under Clause ITT Clause 13.4. In addition, the Tenderer shall furnish the following, (i) The lead partner shall meet not less than 75% of all the qualifying criteria in above. (ii) The other partners shall meet individually not less than <u>25%</u> of all the qualifying criteria given in above (iii) The joint venture must satisfy collectively the criteria of section 4, for which propose the relevant figures for each of the partners shall be added together to arrive at the joint ventures' total capacity. Individual members must each satisfy the requirements of above.
18.	16.4	The price shall be <i>Fixed</i> Information to be submitted with the Tender are: (state if any).N/A
19.	17.1	The currency in which the prices shall be quoted shall be: Kenyan Shilling
20.	17.2 30.2	The authority for establishing the rates of exchange shall be Central Bank of Kenya. The applicable date for exchange rates for tendering and evaluation purposes is 28 days earlier than the final deadline for the submission of tenders.
21.	18.1	The Tender validity period shall be 120 days after date of tender opening.
22.	19.1	The amount of Tender Security shall be an unconditional Bank Guarantee or from an insurance company registered by IRA and approved by PPRA, of 2% of bid price.
23.	20.1	In addition to the original of the Tender, the Tenderer should submit TWO Copies and ONE Original of the Tender
24.	20.2	Written confirmation of authorization is Power of Attorney
D. Submission of Tenders		
25.	21.2 a)	Tenders shall be addressed to Attention: The President Rotary Club of Busia P.O Box 418-50400 BUSIA E-MAIL: rumbiye@googlegroups.com, rotaryclubofbusia@gmail.com Tenders shall be submitted and registered at: <u>RUMBIYE PRIMARY SCHOOL, RUMBIYE SUB-LOCATION, FUNYULA CONSTITUENCY, BUSIA COUNTY</u>

26.	21.2 b)	Project name: CONSTRUCTION OF CIVIL WORKS FOR RUMBIYE COMMUNITY WATER SUPPLY PROJECT Time and date for submission 3rd February 2023 at 1200hrs at RUMBIYE PRIMARY SCHOOL, RUMBIYE SUB-LOCATION, FUNYULA CONSTITUENCY, BUSIA COUNTY
27.	22.1	The deadline for Tender submission is a) Day Friday b) Date 3rd February 2023 c) Time 12:00 pm
28.	22.3	The extension of the deadline for submission of Tenders shall be made not later than <i>seven days</i> before the expiry of the original deadline.
29	24.4	Expiry of Tender validity is 120 days after the Date of Tender Opening.
E. Opening and Evaluation of Tenders		
29.	25.1	The Tender opening shall take place at: RUMBIYE PRIMARY SCHOOL, FUNYULA, BUSIA COUNTY Date 3rd February 2023 Time 12.00 am East African Time
30.	32.3	Additional Preference <i>None</i>
31.	34.1	Post- qualification will <i>“be undertaken”</i>
32.	38.1	Percentage for quantities increase or decrease is: <i>N/A</i>
F. Award of Contract		
33.	41.1	The amount of Performance Security shall be 10% of the contract price (Unconditional Bank Guarantee)
34.	42.1	The Advance Payment shall – There will be no advance payment to be given.
35.	43.1	The proposed adjudicator for the project is: From name recommended by the Kenya Chapter of the Chartered Institute of Arbitrators, P.O Box 50163-00200, Nairobi. The hourly fee for this proposed Adjudicator shall be Kshs 20,000 (Kenya Shillings Twenty Thousand).
G. Review of Procurement Decisions		

37.	46.1	The address for submitting appeals to Administrative Review Board: The Secretary, Public Procurement Administrative Review Board, The Public Procurement Oversight Authority, 10th Floor, National Bank House, P.O. Box 58583-00200, NAIROBI, Kenya. Tel : +254 (0) 20 3244000 Email: info@ppoa.go.ke Website: www.ppoa.go.ke
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APPENDIX TO INSTRUCTIONS TO TENDERERS

CLAUSE 13.3: ELIGIBILITY AND QUALIFICATION REQUIREMENTS

1. Qualification Criteria: PRELIMINARY EVALUATION (All Are Mandatory)

- i. Bidders shall prepare and submit three copies (marked clearly “**ORIGINAL BID**” and “**COPY BID**”.
- ii. Offered Eligibility statement on bidders’ letterhead indicating that the bidder is eligible for the assignment and has not been debarred for any procurement within the last five years
- iii. Attach Copy of Current Valid Tax Compliance Certificate, Business Permit and Certificate of Incorporation
- iv. Form of Tender duly completed, signed, stamped and witnessed. Appendix to Form of Tender shall also be duly completed.
- v. BOQ duly completed (Bidders are required to fill on the provided BOQ as a Mandatory requirement for Uniformity during Evaluation)
- vi. All Financial alterations if Any must be countersigned by the bidder
- vii. Confidential Business Questionnaire duly filled
- viii. Audited financial accounts for the Last 2 years from 2020.
- ix. Submit a written Power of Attorney on bidder’s letter head for the authorized person to sign the tender on behalf of the bidder
- x. Bidders MUST Stamp EVERY Page of their document with Official rubber Stamp for Ownership
- xi. Bidders MUST serialize EVERY page of the bid document submitted
- xii. Submit authority to seek references from the Bidders bankers and references
- xiv. Details of any past or current litigation or arbitration proceedings in which the Bidder is/was involved as one of the parties on bidder’s letter head (or duly filled the declaration form provided in the Bid document).
- xv. Further, the Original Bid Document issued by WEB-Kenya shall be returned as Part of the Tender Document. Bidders must submit all the pages of the Bid document as issued without altering the content therein.
- xvi. All required information shall be attached to the Original Tender document and neatly bound. Documents submitted as Loose papers will be rejected at Preliminary evaluation stage and shall not progress to Technical Evaluation Stage
- xvii. Submit proof of registration as a Water Works Contractor with the National Construction Authority, NCA 6 and above.

A firm lacking in any of the above details **shall be dropped** at this stage and shall not be progressed to the Technical Evaluation stage.

2. QUALIFICATION FORM SUMMARY

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITT 2.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form of Tender
1.2	Conflict of Interest	No conflicts of interest in accordance with ITT 2.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form of Tender
1.3	Country Eligibility	Not having been declared ineligible by the procuring country	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form of Tender
1.4	Government Owned Entity of	Meets conditions of ITT 2.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form of Tender
1.5	United Nations resolution or country law	Not having been excluded as a result of prohibition in the country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form of Tender
2. Historical Contract Non-Performance							
Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	

TENDER DOCUMENT FOR THE CONSTRUCTION OF RUMBIYE PROJECT CIVIL WORKS – PHASE 2 LOT-1

2.1	History of Non-Performing Contracts	Non-performance of a Contract ¹ did not occur as a result of contractor default since 1st January 2015 .	Must meet requirement ^{1,2}	Must meet requirements	Must meet requirement ²	N/A	Submit a Letter with Bidders' Letterhead/ Fill the Declaration Form
2.2	Suspension Based on Execution of Bid Securing Declaration by the Employer or withdrawal of the Bid within Bid	Not under suspension based on execution of a Bid Securing Declaration pursuant to ITB 4.6 or withdrawal of the Bid pursuant ITB 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Submit a Letter with Bidders' Letterhead /Fill the Declaration Form
2.3	Pending Litigation	Bidder's financial Position and prospective long term profitability sound assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Submit a Letter with Bidders' Letterhead/Fill the Declaration Form

¹ Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e., dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

² This requirement also applies to contracts executed by the Bidder as JV member.

TENDER DOCUMENT FOR THE CONSTRUCTION OF RUMBIYE PROJECT CIVIL WORKS – PHASE 2 LOT-1

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder _s since 1st January 2015 .	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Submit a Letter with Bidders' Letterhead/Fill the Declaration form
TECHNICAL EVALUATION :							
3. Financial Situation and Performance							
3.1	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 Kshs. 5,000,000 (Or equivalence amount in freely convertible currency) for the subject contract(s) net of the Bidders other commitments (ii) The Tenderers shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement Must meet requirement	Must meet Requirement Must meet requirement	N/A N/A	N/A N/A	Financial Accounts

TENDER DOCUMENT FOR THE CONSTRUCTION OF RUMBIYE PROJECT CIVIL WORKS – PHASE 2 LOT-1

		(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last three years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of Kshs. 20 million , calculated as total certified payments received for contracts in progress and/or completed within the last three years	Must meet requirement	Must meet requirement	Must meet 25%, (Twenty five percent) of the requirement	Must meet 40%, (Forty percentage) Of the requirement	Turnover Financial Accounts
4. Experience							
4.1 (a)	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 five (5) years, starting 1 st January, 2014, and with activity in at least nine (9) months in each year.	Must meet requirement	N/A	Must meet requirement	N/A	Proof of works undertaken
4.2 (a)	Specific Construction & Contract Management Experience	(i) A minimum number of similar ⁴ contracts specified below that have been satisfactorily and substantially ⁵ completed as a prime contractor, joint venture member ⁶ ,	Must meet requirement	Must meet requirement ⁷	N/A	N/A	Proof of works undertaken

³ The similarity shall be based on the physical size, complexity, methods/technology and/or other characteristics described in Section VII, Work's Requirements. Summation of number of small value contracts (less than the value specified under requirement) to meet the overall requirement will not be accepted.

⁴ Substantial completion shall be based on 80% or more works completed under the contract.

⁵ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement.

⁶ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract

TENDER DOCUMENT FOR THE CONSTRUCTION OF RUMBIYE PROJECT CIVIL WORKS – PHASE 2 LOT-1

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Parties Combined	Each Member	One Member	
		managementcontractor or sub- contractor ⁶ between 1st January, 2014 and application submission deadline: (i) at least 1 (one) water supply contract of minimum value Kshs 5 million ;					
4.2 (b)		For the above and any other contracts completed and under implementation as prime contractor, joint venture member, managementcontractor or sub-contractor ⁸ on or after the first day of the calendar year during the period stipulated in 4.2 (a) above, a minimum construction experience in the following key activities successfully completed ⁹ :	Must meet requirements	Must meet requirements	N/A	Must meet the requirements for the key activities listed	Proof of Undertaking scope of works required.
		1. Pipeline works minimum diameter 200 mm at a rate of 1,000m/month 2. Concreteproduction of 500m3 in 3 months 3. Earthwork production rate of 100m3/month					

has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

⁷ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share shall be counted to meet this requirement.

⁸ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period. The rate of Production shall be the annual production rate for the key construction activity (or activities).

The Bidder shall provide accurate information on the letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

5. Personnel

The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements:

Position	General experience	Specific Experience
Site Agent (Civil or water Engineer) (Degree in Civil Engineering or	5	3
Clerk of works (1 No.), Min Diploma Civil Engineering or equivalent	4	3
Surveyor (1 No.), Minimum Diploma in Land Surveying or equivalent	3	3
Mason Grade I	5	5
Pipe fitter grade II or above	4	3

The Tenderer shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section VIII,

6. Equipment

The Tender must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

Concrete Mixer	1
HDPE Pipe Butt Welding Machine, Minimum diameter	1
Poker Vibrators	1
Excavators	1
Tipper -Min 7tons	1
4x4 Pick-up utility vehicle	1

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section VIII.

TECHNICAL EVALUATION CRITERIA				
	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default for the last two (2) years . Non-performance shall be deemed to have occurred by evidence of: • Termination Letter • Liquidated Damages	<i>If a bidder fails to disclose, shall be disqualified Reference to be made to procuring Authority's records</i>	10 MARKS
	Financial Capabilities	1. Bidders shall provide audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last 2 years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective	Attachments include: <i>i. Audited accounts All pages must be initialed and stamped by both a practicing Auditor registered with ICPAK and one of the Directors. Auditor's practicing membership number from ICPAK must be indicated and a valid practicing license shall</i>	5 Mark

TENDER DOCUMENT FOR THE CONSTRUCTION OF RUMBIYE PROJECT CIVIL WORKS – PHASE 2
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		long-term profitability (as demonstrated by Financial Evaluation ratios 2. (ii) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated at a minimum of 10% of Engineer's Estimate for the subject contract(s) net of the Tenderer's other commitments. 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.	<i>be provided. The Financial ratio Form to be signed by the Auditor registered with ICPAK and one of the Directors</i> • <i>Financial Ratios Computation shall be made for the following Ratios and marks awarded to each of the ratios:</i> - <i>Working Capital</i> - <i>Debt to Equity Ratio</i> - <i>Current ratio</i> - <i>Operating Cash Flow ratio</i> • <i>Line of Credit</i> • <i>Bank statements</i> <i>Etc.</i>	5 marks 7 marks
	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings [1,000,000.00], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last 3 years divided by 3 years	Attachments include Financial Statements	10 mark
	Ongoing Works	Value of outstanding works shall not be more than the Engineer's Estimate	If the outstanding Works is more than the Engineer's Estimate of this bid, the bidder loses 2 Marks	2 marks
	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor, substantially completed in the last [3years] prior to the applications submission deadline	Attach Letters of Award and Completion Certificates	10 marks
	Specific Construction & Contract Management Experience	Participation in at least one similar Contract of minimum cumulative value of [KSh 5,000,000.00] as filled in Form EXP 4.2(a) that have been satisfactorily and substantially completed by the bidder, as a prime contractor, joint venture member, management contractor or sub-contractor in the last [5 years] prior to the applications submission deadline. The similarity shall be	Provide Letters of Award and Completion Certificates for subcontracted works, the bidder should provide the following; • Award letter of the main contractor • Award letter of the subcontract.	15 marks

		based on the physical size, complexity, methods/technology or other characteristics	• Completion letter of the subcontract.	
	Contractor's Representative and Key Personnel	Curriculum Vitae (CVs) of the Proposed Key Staff must be presented in the provided format and duly signed by the proposed individual. Copies of certificates and Annual Practicing Licenses (for Engineers) and Academic Certificates for all staff is mandatory; Key Personnel required shall be:- • Site Agent (Civil or water Engineer) with a minimum of 5 years' experience in civil work. • Clerk of works with a minimum of 4 years' experience in civil work. • Surveyor with a minimum of 3 years' experience in civil work. • Mason Grade I with minimum of 5 years' experience in Masonry Works. • Pipe fitter grade II or above with a minimum of 4 years' experience in pipe laying water projects.	Schedule F (Form PER. 1 and PER. 2)	10 marks
	Contractors key equipment	• Bidders shall declare they have possession/Ownership of various equipment as proposed to be used in the Project by providing Logbooks that demonstrate proof of ownership • For Bidders planning to hire, they shall provide an Active Lease Agreement in Place that can be used during the Project Life. The copy of logbooks of the lessor(s) shall also be provided. Equipment required shall be:- • Concrete Mixer • Poker Vibrator • Assorted tools for excavation and pipe laying including an HDPE butfusion machine • Atleast one Tipper of 7 ton • One pick-up 4x4 utility vehicle	Schedule D of Technical Proposal	10 marks
	Proposed methodology	Adequacy and quality of the proposed methodology	a) Technical approach and methodology:	3marks

TENDER DOCUMENT FOR THE CONSTRUCTION OF RUMBIYE PROJECT CIVIL WORKS – PHASE 2
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			• <i>Provided a detailed Work Methodology</i> • <i>Provided a Methodology on safety during the construction period</i> • <i>Provided a specific Quality management plan</i>	2 marks 2 marks 4 marks
			b) Work plan/Program of Works (PoW)	2 marks
			c) Site Organization and staffing	3 marks
Maximum Score				100 Marks
<i>Tenderers who score less than the required pass (70%) will be automatically disqualified. Tenderers who pass the technical evaluation will be evaluated further.</i>				
FINANCIAL EVALUATION: The Lowest Evaluated Bidder may be subjected to Financial Evaluation which include but not limited to sensitivity analysis of the rates				
POST QUALIFICATION: shall be done on the tenderer that will have passed the minimum technical and has the lowest price.				

3. STANDARD FORMS

- Letter of Application
- Tender Questionnaire
- Declaration Form
- Confidential Business Questionnaire
- Statement of Foreign Currency Requirement
- Form of Tender
- Appendix to Form of Tender
- Manufacturer Warranty
- Manufacturer Authorization
- Letter of Acceptance
- Form of Agreement
- Form of Tender Security
- Performance Bank Guarantee (unconditional)
- Bank Guarantee for Advance Payment
- Letter of Notification of Award

3.1 TENDERER'S QUALIFICATION WITHOUT PRE-QUALIFICATION

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

3.2 FORM ELI -1.1: Tenderer Information Form

Date: _____

ITT No. and title: _____

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

3.3 FORM ELI -1.2: Tenderer's JV Information Form
(to be completed for each member of Tenderer's JV)

Date: _____

ITT No. and title: _____

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 3.8. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

3.4 FORM CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

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 History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

3.5 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)					

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
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:

- reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- be independently audited or certified in accordance with local legislation.
- be complete, including all notes to the financial statements.
- correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements¹ 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.

3.6 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
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

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

3.7 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		

3.8 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					

3.9 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: _____	

3.10 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:				

4. QUALIFICATION FORMS

3.1 FORM EQU: 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	

3.2 Contractor's Representative and Key Personnel Schedule

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

3.3 Contractor' Representative and Key Personnel

3.4 FORM PER-1

1.	Title of position: (Contractor's Representative)
	Name of candidate:

	<table border="1"> <tr> <td>Duration of appointment:</td><td><i>[insert the whole period (start and end dates) for which this position will be engaged]</i></td></tr> <tr> <td>Time commitment: for this position:</td><td><i>[insert the number of days/week/months/ that has been scheduled for this position]</i></td></tr> <tr> <td>Expected time schedule for this position:</td><td><i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i></td></tr> </table>	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>				
Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>										
Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>										
Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>										
2.	<table border="1"> <tr> <td colspan="2">Title of position: <i>[insert title]</i></td></tr> <tr> <td colspan="2">Name of candidate:</td></tr> <tr> <td>Duration of appointment:</td><td><i>[insert the whole period (start and end dates) for which this position will be engaged]</i></td></tr> <tr> <td>Time commitment: for this position:</td><td><i>[insert the number of days/week/months/ that has been scheduled for this position]</i></td></tr> <tr> <td>Expected time schedule for this position:</td><td><i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i></td></tr> </table>	Title of position: <i>[insert title]</i>		Name of candidate:		Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
Title of position: <i>[insert title]</i>											
Name of candidate:											
Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>										
Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>										
Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>										
3.	<table border="1"> <tr> <td colspan="2">Title of position: <i>[insert title]</i></td></tr> <tr> <td colspan="2">Name of candidate:</td></tr> <tr> <td>Duration of appointment:</td><td><i>[insert the whole period (start and end dates) for which this position will be engaged]</i></td></tr> <tr> <td>Time commitment: for this position:</td><td><i>[insert the number of days/week/months/ that has been scheduled for this position]</i></td></tr> <tr> <td>Expected time schedule for this position:</td><td><i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i></td></tr> </table>	Title of position: <i>[insert title]</i>		Name of candidate:		Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
Title of position: <i>[insert title]</i>											
Name of candidate:											
Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>										
Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>										
Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>										
4.	<table border="1"> <tr> <td colspan="2">Title of position: <i>[insert title]</i></td></tr> <tr> <td colspan="2">Name of candidate:</td></tr> <tr> <td>Duration of appointment:</td><td><i>[insert the whole period (start and end dates) for which this position will be engaged]</i></td></tr> <tr> <td>Time commitment: for this position:</td><td><i>[insert the number of days/week/months/ that has been scheduled for this position]</i></td></tr> </table>	Title of position: <i>[insert title]</i>		Name of candidate:		Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>		
Title of position: <i>[insert title]</i>											
Name of candidate:											
Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>										
Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>										

	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position: <i>[insert title]</i>	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

3.5 FORM PER-2:

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

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

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

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

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

Declaration

I, the undersigned *[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:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

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

- be taken into consideration during Tender evaluation;
- result in my disqualification from participating in the Tender;
- 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. OTHER FORMS**3.1 FORM OF TENDER****INSTRUCTIONS TO TENDERERS**

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

Date of this Tender submission: *[insert date (as day, month and year) of Tender submission]*

Request for Tender No.: *[insert identification]*

Name and description of Tender *[Insert as per ITT]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: *[insert complete name of Procuring Entity]*

Dear Sirs,

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

_____.

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

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

- 2) We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
- 3) We agree to adhere by this tender until _____ *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
- 4) Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.
- 5) We, the undersigned, further declare that:
- i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
 - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
 - iii) Tender-Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's

Country in accordance with ITT 19.8;

- iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
- v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
- vi) Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*;

Or

Option 2, in case of multiple lots:

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

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

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

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

-
- viii) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
 - ix) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
 - x) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
 - xi) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Project Manager, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
 - xii) State-owned enterprise or institution: *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the*

requirements of ITT 3.8];

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

Name of Recipient	Address	Reason	Amount

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

- xiv) Binding Contract: We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- xv) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xvi) Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- xvii) Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xviii) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from __ (specify website) during the procurement process and the execution of any resulting contract.
- xix) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal

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

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

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

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

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

Date signed _____ day of _____, _____

Notes

** In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer*

*** Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.*

3.2 TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

a) Tenderer's details

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

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____ Age _____
 Nationality _____ Country of Origin _____
 Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) Registered Company, provide the following details.

- a. Private or public Company _____
- b. State the nominal and issued capital of the Company ____ Nominal Kenya Shillings
 (Equivalent)..... Issued Kenya
 Shillings (Equivalent).....
- c. Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

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 specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

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

Full Name_____

Title or Designation_____

(Signature)

(Date)

3.3 SELF - DECLARATION FORMS

FORM SD1

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

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

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

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

Bidder Official Stamp

FORM SD2

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

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

- 1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of Tender No. for (*insert tender title/description*) for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
- 2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (*insert name of the Procuring entity*) which is the procuring entity.
- 3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (name of the procuring entity)
- 4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
- 5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

3.5 DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

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

Position.....

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

E-mail.....

Name of the Firm/Company.....

Date..... (Company Seal/ Rubber Stamp where applicable)

Witness

Name Sign.....

Date.....

3.6 APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

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 Public Procurement Processes and Contracts that are governed by the laws of Kenya.

Requirements

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

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

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

person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

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

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

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

Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

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

3.7 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.

3.8 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.

3.9 TENDER-SECURING DECLARATION FORM

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

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

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

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

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

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.) Name:

..... Duly

authorized to sign the bid for and on behalf of: *[insert complete name of Tenderer]*

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

CONDITIONS OF CONTRACT

A. General

1. Definitions 1.1 Boldface type is used to identify defined terms.

The **Adjudicator** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in Clauses 27 and 28 hereunder.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation Events are those defined in Clause 47 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with Sub-Clause 58.1.

The **Contract** is the Contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Procuring Entity.

The **Contractor's Tender** is the completed Tendering document submitted by the Contractor to the Procuring Entity.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

A **Defect** is any part of the Works not completed in accordance with the Contract.

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

The **Defects Liability Period** is the period named in the **Contract Data Sheet** and calculated from the Completion Date.

Drawings include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

The **Procuring Entity** is the party who employs the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Procuring Entity's Letter of

Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the **Contract Data Sheet**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

The **Project Manager** is the person named in the **Contract Data Sheet** (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract and shall be an “Architect” or a “Quantity Surveyor” registered under the Architects and Quantity Surveyors Act Cap 525 or an “Engineer” registered under Engineers Registration Act Cap 530.

The **Site** is the area defined as such in the **Contract Data Sheet**.

Site Investigation Reports are those that were included in the Tendering documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

The **Start Date** is given in the **Contract Data Sheet**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

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

A **Variation** is an instruction given by the Project Manager that varies the Works.

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

“**Force Majeure**” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2. Interpretation

In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way round. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.

If sectional completion is specified in the **Contract Data Sheet**, references in the Conditions of Contract to the Works,

the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

The documents forming the Contract shall be interpreted in the order of priority given in the **Contract Data Sheet**:

- 2.2 The documents forming the Contract shall be interpreted in the order of priority given in the **Contract Data Sheet**:
 - (1) Agreement;
 - (2) Letter of Acceptance;
 - (3) Contract Data Sheet;
 - (4) Conditions of Contract;
 - (5) Technical Specifications;
 - (6) Contractor's Tender;
 - (7) Drawings;
 - (8) Bill of Quantities; and
 - (9) Any other document listed in the **Contract Data Sheet** as forming part of the Contract.

3. Language, Law, Fraud and Corruption

- 3.1 The language of the Contract and the law governing the Contract are stated in the **Contract Data Sheet**.
- 3.2 The Government requires that Procuring Entities (including beneficiaries of Government funded projects) as well as Tenderers/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. It is the responsibility of the Procuring Entity to ensure that Tenderers, suppliers, and contractors and their subcontractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:
For the purpose of this provision, the following definitions are provided:

- (i) “**Corruption**” has the meaning assigned to it in the Anti-Corruption and Economic Crime Act 2003 and includes the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement or disposal process or in contract execution;
- (ii) “**Fraudulent Practice**” includes a misrepresentation of fact in order to influence a procurement or disposal process or the execution of a contract to the detriment of the Procuring Entity and includes collusive practices amongst Tenderers prior to or after Tender submission designed to establish Tender prices at artificial noncompetitive levels and deprive the Procuring Entity of the benefits of free and open competition;
- (iii) “**Collusive Practice**” means an arrangement between two or more

s hieve an improper purpose, including to influence improperly the
u actions of the Procuring Entity prior to or after Tender submission,
p designed to establish Tender prices at artificial non competitive levels
p and to deprive the Procuring Entity of the benefit of free and open
l competition;

i (iv) “**Coercive Practice**” means impairing or harming, or threatening to
e impair or harm, directly or indirectly a supplier, contractor or
r subcontractor or the property of any of them to influence improperly
s the actions of a Procuring Entity;

, (v) “**Obstructive Practice**” means deliberately destroying, falsifying,
c altering or concealing of evidence material to the investigation or
o making false statements to investigators in order to materially impede
n an investigation into allegations of a corrupt, fraudulent, coercive or
t collusive practice; and /or threatening, harassing or intimidating any
r party to prevent it from disclosing its knowledge of matters relevant
a to the investigation or from pursuing the investigation.

t A Procuring Entity has the right to require that Tenderers, suppliers, and
o contractors and their subcontractors permit persons duly appointed by
r KACC/PPOA/KNAO to inspect their accounts and records and other
s documents relating to the Tender submission and contract performance;

n The Procuring Entity will reject a proposal for award if it determines that the
d Tenderer recommended for award has engaged in corrupt, fraudulent
s practices or others stated under Clause 44.1.a in competing for the contract;

u In pursuit of the policy defined in sub-Clause 44.1 the Procuring Entity will
b cancel the portion of the funds allocated to a contract for goods, works, or
c services if it at any time determines that corrupt or fraudulent practices were
o engaged in by representatives of the Procuring Entity or Approving
n Authority or of a beneficiary of the funds during the procurement or the
t execution of that contract;

o In the event that the Procuring Entity or Approving Authority does not take
r timely and appropriate action satisfactory to the Government of Kenya to
s remedy the situation, then the Director-General may order an investigation of
d procurement proceedings for the purpose of determining whether there has
e been a breach of the Public Procurement and Disposal Act, 2005.

i 3.3 The Director-General may, on the advice of the Advisory Board, debar a
g person from participating in procurement proceedings on the ground that the
n person has committed an offence under the Public Procurement and
e Disposal Act, 2005. A debarment shall be for a period of time of not less
d than five years. Before a person is so debarred, he/she will be given an
t opportunity to make representations to the Director-General and may
o request the Review Board to review the debarment.
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c

- 3.4 Any communication between the Tenderers and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing.

4. **Confidentiality** The Service Providers, their Subcontractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.
5. **Project Manager's Decisions** Except where otherwise specifically stated, the Project Manager will decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.
6. **Delegation** The Project Manager may delegate any of his duties and responsibilities to other people except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
7. **Communications** Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
8. **Subcontracting** The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Procuring Entity in writing. Subcontracting shall not alter the Contractor's obligations.
9. **Other Contractors** The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the Schedule of Other Contractors, as referred to in the **Contract Data Sheet**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Procuring Entity may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
10. **Personnel** The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the **Contract Data Sheet**, who shall be appropriately qualified and registered with the appropriate bodies to carry out the functions stated in the Schedule or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.

10.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

- 11. Procuring** 11.1 The Procuring Entity carries the risks which this Contract **Entity's and Contractor's** states are Procuring Entity's risks, and the Contractor carries the risks which this Contract states are Contractor's **Risks** risks.
- 12. Procuring Entity's Risks** 12.1 From the Start Date until the Defects Correction Certificate has been issued, the following are Procuring Entity's risks:
- a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:
 - (i) Use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works; or
 - (ii) Negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
 - b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 12.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Procuring Entity's risk except loss or damage due to:
- a) A Defect which existed on the Completion Date;
 - b) An event occurring before the Completion Date, which was not itself an Procuring Entity's risk; or
 - c) The activities of the Contractor on the Site after the Completion Date.
- 13. Contractor's Risks** From the Starting Date until the Defects Correction Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Procuring Entity's risks are Contractor's risks.
- 14. Insurance** 14.1 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the **Contract Data Sheet** for the following events which are due to the Contractor's risks:
- (a) Loss of or damage to the Works, Plant, and Materials;
 - (b) Loss of or damage to Equipment;
 - (c) Loss of or damage to property (except the Works, Plant,

Materials, and Equipment) in connection with the Contract; and
(d) Personal injury or death.

- 14.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 14.3 If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may effect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 14.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.
- 14.5 Both parties shall comply with any conditions of the insurance policies.

15. Site Investigation Reports

- 15.1 The Contractor, in preparing the Tender, shall rely on any Site Investigation Reports referred to in the **Contract Data Sheet**, supplemented by any information available to the Tenderers.

16. Queries about the Contract Data Sheet

- 16.1 The Project Manager will clarify queries on the **Contract Data Sheet**.

17. Contractor to Construct the Works

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

18. Commencement and Completion

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

19. Approval by the Project Manager

- 19.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.
- 19.2 The Contractor shall be responsible for the design of Temporary Works.
- 19.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 19.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 19.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the

Project Manager before their use.

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| 20. Protection of the environment | <p>20.1 The Contractors shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and Environment other results of his operations.</p> <p>20.2 The Contractors shall ensure that emissions, surface discharges and effluent from his activities shall not exceed prescribed values in the environmental laws.</p> |
| 21. Labour Laws | <p>21.1 The Contractor shall comply with all the relevant labour laws applicable in the Country, including laws relating to workers employment, working hours, health, safety, welfare, and immigration, and shall allow them all their legal rights.</p> <p>21.2 The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.</p> |
| 22. Health and Safety | <p>22.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of his personnel.</p> <p>22.2 The Contractor shall ensure that first aid facilities are available at all times at the site and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.</p> <p>22.3 The Contractor shall notify the Procuring Entity details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety, and welfare of persons, and damage to the property, as the Procuring Entity may reasonably require.</p> <p>22.4 The Contractor shall conduct an HIV-Aids awareness programme, and shall take other such measures as specified in the Contract Data Sheet to reduce the risk of transfer of HIV virus between and among Contractor personnel, the Procuring Entity's Staff and the surrounding community.</p> |
| 23. Discoveries | <p>23.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Procuring Entity. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.</p> |
| 24. Possession of the Site | <p>24.1 The Procuring Entity shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data Sheet, the Procuring Entity will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.</p> |

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| 25. Access to the Site | 25.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out. |
| 26. Instructions, Inspections and Audits | 26.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
26.2 The Contractor shall permit the Kenya Government to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Kenya Government, if so required by the Kenya Government |
| 27. Disputes | 27.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision. |
| 28. Procedure for Disputes | 28.1 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
28.2 The Adjudicator shall be paid by the hour at the rate specified in the Tender Data Sheet and Contract Data Sheet , together with reimbursable expenses of the types specified in the Contract Data Sheet , and the cost shall be divided equally between the Procuring Entity and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
28.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the Contract Data Sheet . |
| 29. Replacement of Adjudicator | 29.1 Should the Adjudicator resign or die, or should the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the Contract Data Sheet at the request of either party, within 14 days of receipt of such request. |

B. Time Control

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| 30. Programme | 30.1 Within the time stated in the Contract Data Sheet , the Contractor shall submit to the Project Manager for approval a Programme showing |
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the general methods, arrangements, order, and timing for all the activities in the Works.

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

30.3 The Contractor shall submit to the Project Manager for approval an updated Programme at intervals no longer than the period stated in the **Contract Data Sheet**. If the Contractor does not submit an updated Programme within this period, the Project Manager may withhold the amount stated in the **Contract Data Sheet** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

31. Extension of the Intended Completion Date

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

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

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

32. Acceleration

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

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

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| 33. Delays Ordered by the Project Manager | <p>33.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.</p> |
| 34. Management Meetings | <p>34.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.</p> <p>34.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.</p> |
| 35. Early Warning | <p>35.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.</p> <p>35.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.</p> |

C. QUALITY CONTROL

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| 36. Identifying Defects | <p>36.1 The Project Manager shall check the Contractor’s work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor’s responsibilities.
The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.</p> |
| 37. Tests | <p>37.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.</p> |
| 38. Correction of Defects | <p>38.1 The Project Manager shall give notice to the Contractor of Defects any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Contract Data Sheet. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.</p> <p>38.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager’s notice.</p> <p>38.3 If the Contractor has not corrected a defect within the time specified in the Procuring Entity’s notice, a penalty for lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the defect correct, assessed as described in Clause 39.</p> |
| 39. Uncorrected Defects | <p>39.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager’s notice, the Project Manager will assess the cost of having the Defect corrected, and the Contractor will pay this amount.</p> |

D. Cost Control

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| 40. Bill of Quantities | <p>40.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.</p> <p>40.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work done at the rate in the Bill of Quantities for each item.</p> |
| 41. Changes in the Quantities | <p>41.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.</p> |

- 41.2 The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Entity.
- 41.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 42. Variations**
- 42.1 All Variations shall be included in the updated Programmes produced by the Contractor.
- 43. Payments for Variations**
- 43.1 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 43.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work is above the limit stated in Sub-Clause 41.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- 43.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 43.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 43.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning
- 44. Cash Flow Forecasts**
- 44.1 When the Programme is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 45. Payment Certificates**
- 45.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 45.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor within twenty

eight 28 days of receipt of the certificate from the contractor.

- 45.3 The value of work executed shall be determined by the Project Manager.
- 45.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 45.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 45.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 45.7 The Project Manager shall not be bound to certify any payment, if the net amount, after all retentions and deductions would be less than minimum amount of Interim Payment Certificate stated in the **Contract Data Sheet**.

46. Payments

- 46.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made as indicated in the **Contract Data Sheet**.
- 46.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 46.3 Unless otherwise stated, all payments and deductions will be paid or charged in the proportions of currencies comprising the Contract Price.
- 46.4 Items of the Works for which no rate or price has been entered in will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

47. Compensation Events

- 47.1 The following shall be Compensation Events:
 - (a) The Procuring Entity does not give access to a part of the Site by the Site Possession Date stated in the **Contract Data Sheet**.

- (b) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a subcontract to be let.
 - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
 - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons.
 - (h) Other contractors, public authorities, utilities, or the Procuring Entity does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
 - (i) The advance payment is delayed.
 - (j) The effects on the Contractor of any of the Procuring Entity's Risks.
 - (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
 - (l) Other Compensation Events described in the Contract or determined by the Project Manager shall apply.
- 47.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 47.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.

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

48. Taxes

- 48.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of Tenders for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of Clause 50.

49. Currencies

- 49.1 Where payments are made in currencies other than the Kenya Shillings, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Tender.

50. Price Adjustment

- 50.1 The amounts payable to the Contractor, in various currencies pursuant to Sub-Clause 45.1, shall be adjusted in respect of the rise or fall in the cost of labour, Contractor's Equipment, Plant, materials, and other inputs to the Works, by applying to such amounts the formulae prescribed in this clause based on the prevailing consumer price index obtained from the Central Bureau of Statistics or the monthly inflation rate issued by the Central Bank of Kenya.
- 50.2 To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.
- 50.3 The adjustment to be applied to amount payable to the Contractor as certified in Payment Certificates shall be determined formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be as follows;

$$P_n = a + b \left(\frac{L_n - L_o}{L_o} \right) + c \left(\frac{M_n - M_o}{M_o} \right) + d \left(\frac{E_n - E_o}{E_o} \right) + \text{etc.}$$

where;

P_n is a price adjustment factor to be applied to the amount in each specific currency for the payment of the work carried out in the subject month, where such variations and daywork are not otherwise subject to adjustment;

a is a constant, specified in the **Appendix to Tender**, representing the nonadjustable portion in contractual payments;

b, c, d, etc., are weightings or coefficients

representing the estimated proportion of each cost element (labour, materials, equipment usage, etc.) in the Works or sections thereof, net of Provisional Sums, as specified in the **Appendix to Tender**; the sum of a, b, c, d, etc., shall be one;

Ln, Mn, En, etc., are the current cost indices or reference prices of the cost elements in the specific currency of origin for month “**n**,” determined pursuant to Sub-Clause 50.5, applicable to each cost element; and

Lo, Mo, Eo, etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 50.5

The value of net work done, certified by the Project Manager, in any monthly Interim or Final Certificate as payable by the Procuring Entity to the Contractor before deduction of any retention money shall be increased or decreased by an amount of ‘**F**’.

$$F = P_n \times P_c$$

where;

The effective value **Pc** of work done which is to be subjected to increase or decrease shall be the difference between:

- (i) the amount which, in the opinion of the Project Manager, is due to the Contractor under Clause 45 (before deduction of retention money and before deducting sums previously paid on account) less:
 - any amount for payment or repayment of any advance payment;
 - any amount for materials on site (if any);
 - any amounts for nominated sub-contractors (if any)
 - any amounts for any other items based on actual cost or current prices; or
 - any sums for increase or decreases in the Contract
- (ii) the amount calculated in accordance with (i) above of this Sub-clause and included in the last preceding statement.

50.4 The sources of indices shall be those listed in the **Appendix to Tender**, as approved by the Engineer. Indices shall be appropriate for their purpose and shall relate to the Contractor’s proposed source of supply of inputs on the basis of which his Contract Price and expected foreign currency requirements shall have been computed. As the proposed basis for price adjustment, the Contractor shall have submitted with his Tender the tabulation of Weightings and Source of Indices in the **Appendix to Tender**, which shall be subject to approval by the Engineer.

50.5 The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of Tenders.

- 50.6 Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular Interim Payment Certificate is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.
- 50.7 If the Contractor fails to complete the Works within the time for completion prescribed under Clause 58 adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favourable to the Procuring Entity, provided that if an extension of time is granted pursuant to Clause 28, the above provision shall apply only to adjustments made after the expiry of such extension of time.
- 50.8 The weightings for each of the factors of cost given in the **Appendix to Tender** shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work already executed or instructed under Clause 43 or for any other reason.

51. Retention

- 51.1 The Procuring Entity shall retain from each payment due to the Contractor the proportion stated in the **Contract Data Sheet** until Completion of the whole of the Works.
- 51.2 On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the other half when the Defects Liability Period has passed

52. Liquidated Damages

- The Contractor shall pay liquidated damages to the Damages Procuring Entity at the rate per day stated in the **Contract Data Sheet** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **Contract Data Sheet**. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 52.1 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 46.1.
- 52.2 If the Contractor has not corrected a defects within the time specified in the Procuring Entity's notice, the Procuring Entity will assess the cost of having the defect corrected, the Contractor will pay this amount, and a penalty for lack of performance calculated as described in Clause 38.

- 53. Bonus**
- 53.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the **Contract Data Sheet** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
- 54. Advance Payment**
- 54.1 The Procuring Entity shall make advance payment to the Contractor of the amounts stated in the **Contract Data Sheet** by the date stated in the **Contract Data Sheet**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.
- 54.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 54.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
- 55. Performance Securities**
- The Performance Security shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond
- 56. Dayworks**
- If applicable, the Dayworks rates in the Contractor's Tender shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 56.1 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall

be verified and signed by the Project Manager within two days of the work being done.

56.2 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

57. Cost of Repairs

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

E. Finishing the Contract

58. Completion Certificate

58.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager will do so upon deciding that the work is completed.

59. Taking Over

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

60. Final Account

60.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract not later than 56 days after the end of the Defects Liability Period.

60.2 The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 28 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 28 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

61. Operating and Maintenance Manuals

61.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **Contract Data Sheet**.

61.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **Contract Data Sheet**, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the **Contract Data Sheet** from payments due to the Contractor.

62. Termination

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

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

(a) The Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Project Manager;

- (b) The Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) The Procuring Entity or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) A payment certified by the Project Manager is not paid by the Procuring Entity to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) The Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) The Contractor does not maintain a Security, which is required; and
- (g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the **Contract Data Sheet**.
- (h) If the Contractor, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution and includes inter alia, bribery and extortion or coercion which involves threats of injury to person ,property or reputation, and.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

- 62.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Sub-Clause 62.2 above, the Project Manager shall decide whether the breach is fundamental or not.
- 62.4 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.
- 62.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

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| 63. Payment upon Termination | <p>63.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data Sheet. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall</p> <p>63.2 be a debt payable to the Procuring Entity.</p> <p>63.3 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.</p> |
| 64. Property | <p>64.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Contractor's default.</p> |
| 65. Release from Performance | <p>65.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.</p> |
| 66. Suspension of Financing | <p>66.1 In the event that the source of financing is suspended to the Procuring Entity, from which part of the payments to the Contractor are being made:</p> <ul style="list-style-type: none"> (a) The Procuring Entity is obligated to notify the Contractor of such suspension within 7 days of having received the financing agency's suspension notice. (b) If the Contractor has not received sums due it within the 28 days for payment provided for in Sub-Clause 46.1, the Contractor may immediately issue a 14-day termination notice. |

F. Contract Data Sheet

Instructions for completing the Contract Data Sheet

CDS Clause	GCC Clause	Description
1	1.1	A. General The Procuring Entity is; The President, Rotary Club of Busia P.O Box 418- 50400 BUSIA E-MAIL: rotaryclubofbusia@gmail.com/rumbiye@googlegroups.com The Adjudicator is as recommended by the Kenya Chapter of the Chartered Institute of Arbitrators, P.O Box 50163-00200, Nairobi The Defects Liability Period is <i>Twelve Months</i> The Project Manager is; ENGINEERS WITHOUT BORDERS KENYA PUMPING HYDRAULIC BUILDING, RUARAKA OFF OUTERING ROAD P.O Box 55104 – 00200 NAIROBI Email: info@ewb-kenya.org The name and identification number of the Contract is <i>RC/RCWSP/LOT-01/2022</i> The Works consist of: a) Fabrication, supply and installation of a 65 cubic meter pressed steel tank supported on a Reinforced concrete support base to supply water to the entire village, the Rumbiye primary school and the Rumbiye dispensary. b) Reinforced Concrete support base for the pressed steel tank. c) Construction of one water kiosk. d) Construction of a plant House to house the solar plant controls. e) Construction of an approximated 2.8km water supply pipeline to connect established facilities to the borehole including connection to the kiosks, Rumbiye primary school, Rumbiye dispensary and the animal watering troughs. The pipes to be installed include but not limited to: PE 100, PN 8/10 HDPE Pipes OD 63mm, 40mm, 32mm and 25mm, Class B steel pipes DN 50mm, 32mm and 25mm. The objectives of the contract are <i>to improve water supply to the community and institutions within Rumbiye sub-location.</i> The Start Date shall be 28 days after date of issuance of the Project Managers order to commence works

		The following documents also form part of the Contract: (a) <i>Contract Agreement</i> (b) <i>Letter of Acceptance</i> (c) <i>The minutes of negotiation</i> (d) <i>The Letter of Tender</i> <i>The Particular Conditions of Contract including Contract Data (Appendix to Tender)</i> (f) <i>The General Conditions of Contract</i> (g) <i>Specifications</i>
2.	2.2	Indicate whether there is sectional completion: <u>Not Applicable</u>
3.	2.3(9)	List other documents that form part of the contract if any: N/A
4.	3.1	The language of the Contract documents is <u>English</u> The law that applies to the Contract is the Kenyan Law.
5.	9.1	Include the Schedule of Other Contractors, if any. <u>N/A</u>
6.	10.1	Include the Schedule of Key Personnel. <i>As indicated in the ITTs</i>
7.	14.1	The minimum insurance covers shall be: (a) loss of or damage to the Works, Plant, and Materials [Kshs 2,000,000]; (b) loss of or damage to Equipment [Kshs 2,000,000]; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract [Kshs 2,000,000]; and (d) Personal injury or death [Kshs 3,000,000];
8.	15.1	Site Investigation Reports available to the Tenderers are: <u>N/A</u>
9.	22.4	The other measures include: a. Minimizing the number of migrant workers employed on the project and household in the site camp b. Providing access to voluntary counselling and testing (VCT) c. Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families d. Providing condoms (male and female) to workers
10.	24.1 & 47.1	The Site Possession Date shall be 28 days' after date of contract signature
11.	28.2	Hourly rate of Fees payable to the Adjudicator is: KES 20,000

		Types of reimbursable expenses to be paid to the Adjudicator include: a) Transport b) Communication c) Accommodation
12.	28.3	Arbitration will take place at <i>Nairobi Kenya</i> in accordance with rules and regulations published by Chartered Institute of Arbitrators
13.	29.1	Appointing Authority for the Adjudicator: Chartered Institute of Arbitrators
B. Time Control		
14.	30.1	The Contractor shall Submit a Programme for the Works within <u>14 days</u> of delivery of the Letter of Acceptance.
15.	30.3	The period between Programme updates is <u>30 days</u> .
16.	30.3	The amount to be withheld by the Project Manager in the case the contractor does not submit an updated programme is: KES 300,000
C. Quality Control		
17.	38.1	The Defects Liability Period is <i>12Months days after satisfactory completion of works</i>
D. Cost Control		
18.	45.7	Minimum Amount of Interim Payment Certificate will be KES 100,000
19.	46.1	The interest rate shall be N/A above prevailing interest rate for commercial borrowing from the contractors' bank
20.	47.1(a)	The Site Possession Date shall be 14 days' after date of contract signature
21.	50	The contract is not subject to price adjustment in accordance with Clause 50 of the General Conditions of Contract.
22.	51.1	The amount of retention is 10% of the value of works of Interim Payment Certificate'.
		Limit of retention will be <i>Not Applicable</i>
23.	52.1	The rate of liquidated damages is 0.15 percent of contract price per day
	52.1 62.2 (g)	The maximum number of liquidated damages is 5% of Contract Price
24.	53.1	The bonus for early completion is N/A
25.	54.1	The amount of advance payment shall – N/A There will be no advance payment for the works. Rotary Club Busia will make payment based on measurable works undertaken.

26.	55.1	The Performance Security shall be 10 percent of the contract price (Unconditional Bank Guarantee)
		E. Finishing the Contract
27.	61.1	As built drawings and operations and maintenance manual shall be supplied by the contractor by 14 days upon completion of the project
28.	61.2	The amount to be withheld by the Project Manager in the case the contractor does not submit as built drawings is: KES 300,000 The amount to be withheld by the Project Manager in the case the contractor does not submit operating manual is: KES 300,000
29.	63.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, is 10%.

VII – BILLS OF QUANTITIES

A. Preamble to Bill of Quantities

- a) The bill of quantities is comprised of two options of which the bidder is required to fill both. Each will be evaluated independently.
- b) The Bill of Quantities shall form part of the Contract Documents and is to be read in conjunction with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications and Drawings.
- c) The brief description of the items in the Bill of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of Contract and Specifications for the full direction and description of work and materials.
- d) The Quantities set forth in the Bill of Quantities are estimated and provisional, representing substantially the work to be carried out, and are given to provide a common basis for tendering and comparing of Tenders. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfillment of his obligation under the Contract.
- e) The prices and rates inserted in the Bills of Quantities will be used for valuing work executed, and the Engineer will measure the whole of the works executed in accordance with this Contract.
- f) A price or rate shall be entered in ink against every item in the Bill of Quantities with the exception of items, which already have provisional sums, affixed thereto. The Tenderers are reminded that no "nil" or "included" rates or "lump-sum" discounts will be accepted. The rates for various items should include discounts if any. Tenderers who fail to comply will be disqualified.
- g) Provisional sums (including Day works) in the Bill of Quantities shall be expended in whole or in part at the discretion of the Engineer in accordance with Sub-clause 52.4 and Clause 58 of part of the Conditions of Contract.
- h) The price and rates entered in the Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional plant to be used, labour, insurance, supervision, compliance, testing, materials, erection, maintenance or works, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the Contract by the Engineer and his staff.
- i) Errors will be corrected by the Employer for any arithmetic errors in computation or summation as follows:
 - a. Where there is a discrepancy between amount in words and figures, the amount in words will govern; and
 - b. Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.
 - c. If a Tenderer does not accept the correction of errors as outlined above, his Tender will be rejected.
- j) The Bills of Quantities, unless otherwise expressly stated therein, shall be deemed to have been prepared in accordance with the principles of the latest edition of the Civil Engineering Standard Method of Measurement

(CESMM).

- k) “Authorised” “Directed” or “Approved” shall mean the authority, direction or approval of the Engineer.
- l) Unless otherwise stated, all measurements shall be net taken on the finished work carried out in accordance with the details shown on the drawings or instructed, with no allowance for extra cuts or fills, waste or additional thickness necessary to obtain the minimum finished thickness or dimensions required in this Contract. Any work performed in excess of the requirements of the plans and specifications will not be paid for, unless ordered in writing by the Engineer.
- m) (a) Hard material, in this Contract, shall be defined as the material which, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and which cannot be extracted by ripping with a dozer tractor of at least 150 brake horse power (112 kilowatt) with a single, rear- mounted, hydraulic ripper. Boulders of more than 0.2m³ occurring in soft material shall be classified as hard material.
- b) Soft material shall be all material other than hard material.

BILL OF QUANTITIES - LOT 1 - CIVIL WORKS - RUMBIYE WATER PROJECT- OPTION 1

S/No.	Description	Unit	Quantity	Rate (Ksh)	Amount (Ksh)
1	Preliminaries				
1.1	Allow for all performance guarantees and insurances in accordance with the contract	Item	1		0.00
2	PIPELINE WORKS				
2.3	DEMOLITION AND GENERAL CLEARANCE				
2.3.1	General site clearance along pipeline route - Corridor width = 1.5 meters	Ha	0.5		0.00
2.4	PIPE - SUPPLY				
	Supply of pipes				
	Provide, handle all pipes and pipe fittings as below with the required jointing fittings-				
	<u>HDPE pipes</u>				
2.4.1	HDPE pipes OD 63mm, PE100 PN 8	m	300		0.00
2.4.2	HDPE pipes OD 40mm, PE100 PN 8	m	726		0.00
2.4.3	HDPE pipes OD 32mm, PE100 PN 8	m	733		0.00
2.4.4	HDPE pipes OD 25mm, PE100 PN 10	m	870		0.00
	Galvanised iron pipes - Min PN 10 or medium duty. Rate inclusive of required jointing sockets				
2.4.5	Threaded GI Pipes - 50mm	m	50		0.00
2.4.6	Threaded GI Pipes - 32mm	m	100		0.00
2.4.7	Threaded GI Pipes - 25mm	m	50		0.00

2.5	PIPES & FITTINGS - INSTALL				
2.5.1	HDPE Pipes - Excavate in normal soil including removal of shrubs, roots..etc for Pipes nominal bore n.e. 200mm in trenches depth n.e 1.5m to the required invert level. Prepare the bed with approved materials.	m	2800		0.00
2.5.2	Extra over for Excavation in rock material (Provisional)	m3	50		0.00
2.5.3	HDPE Pipes Laying and jointing - Lay, joint, backfill and compact to engineers specifications. Include pipe surround with required fill. Rate inclusive of testing and disinfection of pipes as per specifications	m	2800		0.00
2.6	FITTINGS - SUPPLY & INSTALL				
	Supply, handle, deliver to site, fix in place and test inclusive of all fittings as in the Standard drawings. Valves to BS 5163 and EN 1074 Standards				
	Bends 90°,				
2.6.1	HDPE OD 63mm, PE100 PN 12.5	No.	0		0.00
2.6.2	HDPE OD 40mm, PE100 PN 12.5	No.	3		0.00
2.6.3	HDPE OD 32mm, PE100 PN 12.5	No.	2		0.00
	TEES/Reducers				
2.6.4	50X25mm GI tee	No.	1		0.00
2.6.5	50x32mm GI tee	No.	1		0.00
2.6.6	40X25mm HDPE tee	No.	1		0.00
2.6.7	25X25mm HDPE tee	No.	1		0.00
2.6.8	40X25mm HDPE reducer	No.	1		0.00
	Valves - Rate inclusive of all required installation fittings on pipes.				
2.6.4	Single orifice 25mm air valves. Rate inclusive of isolating gate valve.	No.	1		0.00
2.6.5	50mm Washout valves -	No.	1		0.00
2.6.6	25mm Washout valves - Inclusive of installation of washout pipe to natural drainage	No.	3		0.00
2.6.7	50mm Non return valve on the rising main	No.	1		0.00

2.6.8	32mm gate valves	No.	4		0.00
2.6.9	25mm gate valves	No.	4		0.00
2.6.10	DN 40mm Galvanised iron cross - Threaded on all sides	Nr	1		0.00
2.6.11	DN 32mm Galvanised iron Unions	Nr	1		0.00
2.6.12	GI Elbow 32mm	Nr	2		0.00
2.7	<u>REINSTATEMENT</u>	-	-	-	
2.7.1	Breaking up, temporary and permanent reinstatement of dirt roads, pipe nom.bore n.e. 100mm	m	30		0.00
2.8	PIPEWORK ANCILLARIES				
	In Situ Chambers				
	Provide all materials and construct masonry chamber internal dimensions 1000mm x 1000mm. Include for supply and fixing of lockable cover and step irons, as detailed in standard drawing.				
2.8.1	Washout chamber: Depth: not exceeding 1.5 m	No.	2		0.00
2.8.2	Gate Valve chamber: Depth: not exceeding 1.5 m	No.	3		0.00
2.8.3	Meter chamber: Depth: not exceeding 1.5 m	No.	1		0.00
	As item 7.1 but Standard Chambers size- 600X450mm				
2.8.4	Washout chamber: Depth: not exceeding 1.5m	No.	4		0.00
2.8.5	Air valve chamber: Depth: not exceeding 1.5 m	No.	2		0.00
2.9	<u>OTHER PIPEWORK ANCILLARIES</u>	-	-	-	
2.9.1	Marker Posts in accordance with std drgs	No	5		0.00
2.10	<u>CONCRETE STOOLS AND THRUST BLOCKS CONCRETE CLASS 20</u>	-	-		
	<u>To bends, junctions, tapers and all valves</u>				
2.10.1	Volume 0.5-1 m3, nom bore 25-100 mm	No	10		0.00
3	WATER STORAGE RESERVOIR				

3.1	Fabricate, supply and erect a 60m3 pressed steel tank onto Reinforced concrete platform. Fabricator of the steel panels to be approved by Engineer.	No.	1		0.00
3.2.	CONCRETE FOUNDATION & EXTERNAL PIPEWORK for fabricated ground pressed steel tank of 60m3.				
3.2.1	Excavation tank foundation in normal soil, inclusive of top soil stripping, ram the floor and straighten sides.	m3	35		0.00
3.2.2	Extra over for excavation in rock formation	m3	15		0.00
3.2.3	Return fill around foundation as directed by engineer	m3	5		0.00
3.2.4	Approved hardcore fill - compacted and levelled to specifications	m3	35		0.00
3.2.5	Approved murram blinding fill to hardcore-75mm thick - compacted and levelled to specifications	m2	50		0.00
3.3	Concrete Works - Provision of Concrete, designed mix for ordinary structural concrete. Includes handling, transport to site and placing as per specifications				
3.3.1	Grade 15(20) Mass concrete blinding	m3	2		0.00
3.3.2	Grade 25(20) Reinforced concrete	m3	15		0.00
3.4	<u>Formwork</u>	-	-	-	
	<u>Fair Faced Formwork</u>				
3.4.1	Plane, Vertical	m ²	45		0.00
3.5	<u>Reinforcement - Supply, cut, bend, prepare and place steel as per specifications.</u>	-	-	-	
	Steel Reinforced - High yield steel bars to BS 4449				
3.5.1	T10	Kgs	260		0.00
3.5.2	T12	Kgs	185		0.00
3.5.3	T16	Kgs	50		0.00
3.6	<u>Tank pipework - All pipe joints are required flanged</u>				
3.6.1	Galvanised steel pipes class C - DN 75mm for washout pipework	m	12		0.00

3.6.2	Galvanised steel pipes Class C - DN 50mm - For inlet and outlet pipework	m	12		0.00
3.6.3	DN 75mm Galvanised steel elbows PN 16 - Minimum	Nr	2		0.00
3.6.4	DN 50mm Galvanised steel elbows PN 16 - Minimum	Nr	4		0.00
3.6.5	DN 50mm Gate valve - PN 16 Minimum	Nr	1		0.00
3.6.6	DN 75mm Gate valve - PN 16 Minimum	Nr	1		0.00
3.7	Test and disinfect steel tank with water containing 50 parts per million of chlorine and left for at least 24-hours - And as per technical specifications.	Item	1		0.00
4	COMMUNITY WATER KIOSKS, PLANT HOUSE AND CATTLE TROUGHS				
4.1	Supply materials and construct 3No. Water Kiosks size 2m x 1.5m with a slab roof including all plumbing work and painting work as per the provided drawings and the instructions of the engineer.	No.	3		0.00
4.2	Supply materials and construct a plant house size 2.5m x 3m with normal iron sheets as roof cover including all plumbing works and painting work as per provided the drawings and the instructions of the engineer.	No.	1		0.00
4.3	Supply materials and construct 2Nr. masonry walled cattle water troughs. Include all plumbing and painting works as per the provided drawings and the instructions of the engineer.	No.	2		0.00
5	SUPPLY AND INSTALLATION OF PREPAID AUTOMATED WATER DISPENSERS				
5.1	3 sets of Prepaid water dispensers & hardware accessories				
5.1.1	3 sets of Water dispensing Hub with 2 taps, 1 inch. Minimum dispensing volume: 1 liter. Max dispense per minute per tap at 0.5 bar: 34 litre/minute. Full package composed of the following: - Solar panel + charge controller + battery for water meter - External puck antenna, 6 meter cable	PC	1	800,000.00	800,000.00

	- User tokens - Maintenance tokens - Vendor tokens - Additional metal casing - Programming cable, hub 3.0 - Installation and training - Mobile payment package registration - Mobile payment, for 5 years - 5 years' service provider help desk: remote support via email, phone, teamviewer. For all software/hardware questions. In the rare scenario that remote support does not resolve problems, provider will come to site. - Service provider tops up data on sim cards on behalf of client - for 5 years - Additional 3 years warranty on hardware and software (5 instead of 2 years)				
Subtotal 1					
Allow 5% of subtotal 1 as contingency					
Subtotal 2					
Add 16% VAT (16%* Sub-Total 2)					
Sub-total 3					
Grand Total to the form of bid (Sub-Total 3)					

BILL OF QUANTITIES - LOT 1 - CIVIL WORKS - RUMBIYE WATER PROJECT- OPTION 2

S/No.	Description	Unit	Quantity	Rate (Ksh)	Amount (Ksh)
1	Preliminaries				
1.1	Allow for all performance guarantees and insurances in accordance with the contract	Item	1		
2	PIPELINE WORKS				
2.3	DEMOLITION AND GENERAL CLEARANCE				

2.3.1	General site clearance along pipeline route - Corridor width = 1.5 meters	Ha	0		
2.4	PIPE - SUPPLY				
	Supply of pipes				
	Provide, handle all pipes and pipe fittings as below with the required jointing fittings-				
	<u>HDPE pipes</u>				
2.4.1	HDPE pipes OD 63mm, PE100 PN 8	m	300		
2.4.2	HDPE pipes OD 40mm, PE100 PN 8	m	655		
2.4.3	HDPE pipes OD 32mm, PE100 PN 8	m	0		
2.4.4	HDPE pipes OD 25mm, PE100 PN 10	m	450		
	Galvanised iron pipes - Min PN 10 or medium duty. Rate inclusive of required jointing sockets				
2.4.5	Threaded GI Pipes - 50mm	m	50		
2.4.6	Threaded GI Pipes - 32mm	m	50		
2.4.7	Threaded GI Pipes - 25mm	m	50		
2.5	PIPES & FITTINGS - INSTALL				
2.5.1	HDPE Pipes - Excavate in normal soil including removal of shrubs, roots..etc for Pipes nominal bore n.e. 200mm in trenches depth n.e 1.5m to the required invert level. Prepare the bed with approved materials.	m	1500		
2.5.2	Extra over for Excavation in rock material (Provisional)	m3	30		
2.5.3	HDPE Pipes Laying and jointing - Lay, joint, backfill and compact to engineer's specifications. Include pipe surround with required fill. Rate inclusive of testing and disinfection of pipes as per specifications	m	1600		
2.6	FITTINGS - SUPPLY & INSTALL				
	Supply, handle, deliver to site, fix in place and test inclusive of all fittings as in the Standard drawings. Valves to BS 5163 and EN 1074 Standards				
	Bends 90°,				
2.6.1	HDPE OD 63mm, PE100 PN 12.5	No.	0		

2.6.2	HDPE OD 40mm, PE100 PN 12.5	No.	3		
2.6.3	HDPE OD 32mm, PE100 PN 12.5	No.	2		
	TEES/Reducers				
2.6.4	50X25mm GI tee	No.	1		
2.6.5	50x32mm GI tee	No.	1		
2.6.6	40X25mm HDPE tee	No.	1		
2.6.7	25X25mm HDPE tee	No.	1		
2.6.8	40X25mm HDPE reducer	No.	1		
	Valves - Rate inclusive of all required installation fittings on pipes.				
2.6.4	Single orifice 25mm air valves. Rate inclusive of isolating gate valve.	No.	1		
2.6.5	50mm Washout valves -	No.	1		
2.6.6	25mm Washout valves - Inclusive of installation of washout pipe to natural drainage	No.	2		
2.6.7	50mm Non return valve on the rising main	No.	1		
2.6.8	32mm gate valves	No.	4		
2.6.9	25mm gate valves	No.	4		
2.6.10	DN 40mm Galvanised iron cross - Threaded on all sides	Nr	1		
2.6.11	DN 32mm Galvanised iron Unions	Nr	1		
2.6.12	GI Elbow 32mm	Nr	2		
2.7	<u>REINSTATEMENT</u>	-	-	-	
2.7.1	Breaking up, temporary and permanent reinstatement of dirt roads, pipe nom.bore n.e. 100mm	m	20		
2.8	PIPEWORK ANCILLARIES				
	In Situ Chambers				
	Provide all materials and construct masonry chamber internal dimensions 1000mm x 1000mm. Include for supply and fixing of lockable cover and step irons, as detailed in standard drawing.				
2.8.1	Washout chamber: Depth: not exceeding 1.5 m	No.	1		
2.8.2	Gate Valve chamber: Depth: not exceeding 1.5 m	No.	2		
2.8.3	Meter chamber: Depth: not exceeding 1.5 m	No.	1		

	As item 7.1 but Standard Chambers size-600X450mm				
2.8.4	Washout chamber: Depth: not exceeding 1.5m	No.	2		
2.8.5	Air valve chamber: Depth: not exceeding 1.5 m	No.	1		
2.9	<u>OTHER PIPEWORK ANCILLARIES</u>	-	-	-	
2.9.1	Marker Posts in accordance with std drgs	No	5		
2.10	<u>CONCRETE STOOLS AND THRUST BLOCKS</u>	-	-		
	<u>CONCRETE CLASS 20</u>				
	<u>To bends, junctions, tapers and all valves</u>				
2.10.1	Volume 0.5-1 m3, nom bore 25-100 mm	No	10		
3	WATER STORAGE RESERVOIR				
3.1	Fabricate, supply and erect a 60m3 pressed steel tank onto Reinforced concrete platform. Fabricator of the steel panels to be approved by Engineer.	No.	1		
3.2.	CONCRETE FOUNDATION & EXTERNAL PIPEWORK for fabricated ground pressed steel tank of 60m3.				
3.2.1	Excavation tank foundation in normal soil, inclusive of top soil stripping, ram the floor and straighten sides.	m3	35		
3.2.2	Extra over for excavation in rock formation	m3	15		
3.2.3	Return fill around foundation as directed by engineer	m3	5		
3.2.4	Approved hardcore fill - compacted and levelled to specifications	m3	35		
3.2.5	Approved murram blinding fill to hardcore-75mm thick - compacted and levelled to specifications	m2	50		
3.3	Concrete Works - Provision of Concrete, designed mix for ordinary structural concrete. Includes handling, transport to site and placing as per specifications				
3.3.1	Grade 15(20) Mass concrete blinding	m3	2		
3.3.2	Grade 25(20) Reinforced concrete	m3	15		
3.4	<u>Formwork</u>	-	-	-	
	<u>Fair Faced Formwork</u>				
3.4.1	Plane, Vertical	m ²	45		

3.5	<u>Reinforcement - Supply, cut, bend, prepare and place steel as per specifications.</u>	-	-	-	
	Steel Reinforced - High yield steel bars to BS 4449				
3.5.1	T10	Kgs	260		
3.5.2	T12	Kgs	185		
3.5.3	T16	Kgs	50		
3.6	<u>Tank pipework - All pipe joints are required flanged</u>				
3.6.1	Galvanised steel pipes class C - DN 75mm for washout pipework	m	12		
3.6.2	Galvanised steel pipes Class C - DN 50mm - For inlet and outlet pipework	m	12		
3.6.3	DN 75mm Galvanised steel elbows PN 16 - Minimum	Nr	2		
3.6.4	DN 50mm Galvanised steel elbows PN 16 - Minimum	Nr	4		
3.6.5	DN 50mm Gate valve - PN 16 Minimum	Nr	1		
3.6.6	DN 75mm Gate valve - PN 16 Minimum	Nr	1		
3.7	Test and disinfect steel tank with water containing 50 parts per million of chlorine and left for at least 24-hours - And as per technical specifications.	Item	1		
4	COMMUNITY WATER KIOSKS, PLANT HOUSE AND CATTLE TROUGHS				
4.1	Supply materials and construct Water Kiosks size 2m x 1.5m with a slab roof including all plumbing work and painting work as per the provided drawings and the instructions of the engineer.	No.	1		
4.2	Supply materials and construct a plant house size 2.5m x 3m with normal iron sheets as roof cover including all plumbing works and painting work as per provided the drawings and the instructions of the engineer.	No.	1		

4.3	Supply materials and construct 2Nr. masonry walled cattle water troughs. Include all plumbing and painting works as per the provided drawings and the instructions of the engineer.	No.	0		
5	SUPPLY AND INSTALLATION OF PREPAID AUTOMATED WATER DISPENSERS				
5.1	2 sets of Prepaid water dispensers & hardware accessories				
5.1.1	2 sets of Water dispensing Hub with 2 taps, 1 inch. Minimum dispensing volume: 1 liter. Max dispense per minute per tap at 0.5 bar: 34 litre/minute. Full package composed of the following: - Solar panel + charge controller + battery for water meter - External puck antenna, 6 meter cable - User tokens - Maintenance tokens - Vendor tokens - Additional metal casing - Programming cable, hub 3.0 - Installation and training - Mobile payment package registration - Mobile payment, for 5 years - 5 years' service provider help desk: remote support via email, phone, teamviewer. For all software/hardware questions. In the rare scenario that remote support does not resolve problems, provider will come to site. - Service provider tops up data on sim cards on behalf of client - for 5 years - Additional 3 years warranty on hardware and software (5 instead of 2 years)	PC	1	600,000.00	600,000.00
5.2	Contractors mark up on item 5.2 above	%			
Subtotal 1					
Allow 5% of subtotal 1 as contingency					

Subtotal 2			
Add 16% VAT (16%* Sub-Total 2)			
Sub-total 3			
Grand Total to the form of bid (Sub-Total 3)			