



**TENDER FOR PROPOSED CONSTRUCTION OF PERIMETER WALL AT
KAJIADO STAFF QUARTERS**

TENDER NUMBER UUT/01/2024

TENDER CLOSING/OPENING DATE:

TUESDAY 7TH MAY 2024 AT 10.00AM

INVITATION TO TENDER

PROCURING ENTITY: UMMA UNIVERSITY KAJIADO

TENDER NAME AND DESCRIPTION OF WORKS: PROPOSED CONSTRUCTION OF PERIMETER WALL AT THE STAFF QUARTERS.

1. Umma University invites sealed tenders for the Proposed Construction of Perimeter Wall at The Staff Quarters.
2. Tendering will be conducted under appropriate procurement method selected by the procuring entity using a standardized tender document. Tendering is open to eligible, qualified and interested tenderers.
3. A complete set of tender documents may be downloaded at the university website umma.ac.ke at a cost of 1500/= payable to KCB Bank account number 1198 158468. Payment receipt to be attached to the tender document.
4. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for (120) days from the date of opening of tenders.
5. All Tenders must be accompanied by a Tender Security of **100,000.00 Kenya shillings**.
6. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
7. Completed tender documents **MUST** be submitted to the University tender box at the reception main campus in Kajiado so as to be received on or before 7th May 2024
8. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time Specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
9. Late tenders will be rejected.
10. Mandatory pre-tender site visit: **Wednesday 24th April, 2024 (AT UMMA UNIVERSITY -KAJIADO MAIN CAMPUS STARTING FROM 11:00 AM TO 2:30 PM - EAT).**
11. Every bidder shall be physically represented by one technical person. The representative should produce a copy of National ID and an original letter (signed and stamped) from the company authorizing them to represent the company in the pretender site visit.
12. NOTE: Tenderer's name **MUST** be in the pre tender site visit attendance register otherwise the site visit certificate will be disregarded.
13. The addresses referred to above are:

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

- (1) Name of Procuring Entity. **Umma University**
- (2) Physical address for hand Courier Delivery to an office or Tender Box (City, Street Name, Building, Floor Number and Room). Kajiado along Namanga Road.
- (3) Postal Address 713-01100 Kajiado

B. Name, telephone number and e-mail address of the officer to be contacted.

procurement @umma.ac.ke, Tel.0703969000

C. Address for Submission and Opening of Tenders.

- 1) Name of Procuring Entity. Umma University
- 2) Postal Address: Vice Chancellor P.O. Box 713-01100 KAJIADO
- 3) Physical address for hand Courier Delivery to an office or Tender Box (City, Street Name, Building, Floor Number and Room). Kajiado Main Campus, A long Nairobi Namanga Road.

PART1: TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A GENERAL PROVISIONS

10 Scope of tender

11 The Procuring Entity invites tenders for Works Contract as described in the tender document. The name, identification, and number of lots (contracts) of this Tender Document are as specified.

12 Throughout this tendering document:

- a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- b) if the context so requires, “singular” means “plural” and vice versa;
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

20 Fraud and corruption

21 The Procuring Entity requires compliance with the provisions of the policy, rules and procedures of Umma University. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings in Kenya.

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

23 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

30 Eligible tenderers

31 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution or an individual or any combination of such entities in the form of a joint venture (JV) under an existing agreement with the intent to enter in to such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be not more than 3 members.

32 Staff of Umma University, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract.

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

- a) Directly or indirectly controls, is controlled by or is under common control with an other tenderer;
- b) Receives or has received any director indirect subsidy from another tenderer;
- c) Has the same legal representative as an other tenderer;
- d) Has a relationship with an other tenderer, directly or through common third parties, that puts it in a position to influence the tender of an other tenderer, or influence the decisions of the Procuring Entity regarding this tendering process;
- e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods or works that are the subject of the tender;
- f) Any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as a consultant for Contract implementation;
- g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document;
- h) Has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and:
 - i) Are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
 - ii) May be involved in the implementation or supervision of such Contract unless the conflicts stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.

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

40 Eligible goods, equipment, and services

41 Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not ineligible. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.

42 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

50 Tenderer's responsibilities

51 The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Procuring Entity will in no case be responsible or liable for those costs.

52 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Works and its surroundings and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be the tenderer's own expense.

53 The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity against all liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the examination and inspection. The tenderer shall provide in the Form of Tender, a preliminary description of the proposed work method and schedule, including charts, as necessary or required.

B. CONTENTS OF TENDER DOCUMENTS

Section I – Instructions to Tenderers
 Section II- Evaluation and Qualification Criteria
 Section III – Tendering Forms

Section IV - Bills of Quantities
 Section V - Specifications
 Section VI - Drawings

Section VII - General Conditions (GCC)

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

6.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified herein to raise its enquiries during the tendering process. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than 3 days prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents, including a description of the inquiry but without identifying its source. If so specified the Procuring Entity shall also promptly publish its response at the web page identified. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents.

7.0 Amendment of Tender Documents

- 7.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tender Documents by issuing addenda.
- 7.2 Any addendum issued shall be part of the Tender Documents and shall be communicated in writing to all who have obtained the Tender Documents from the Procuring Entity. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's website.
- 7.3 To give Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity should extend the dead line for the submission of Tenders and communicate the same appropriately.

C. PREPARATION OF TENDERS

8. Cost of Tendering

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

90.0 Language of Tender

The Tender, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring Entity, shall be written in the English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate and notarized translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

10.0 Tender Prices and Discounts

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

11.0 Currencies of Tender and Payment

- 11.1 The currency(ies) of the Tender and the currency(ies) of payments shall be the same.
- 11.2 Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer

in the Bill of Quantities, entirely in Kenya shillings.

11.2.1 A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya (referred to as “the foreign currency requirements”) shall indicate the Tender Price (excluding Provisional Sums), needed by the Tenderer for the payment of such foreign currency requirements, limited to no more than two foreign currencies.

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

12.0 Period of Validity of Tenders

12.1. Tenders shall remain valid for the Tender Validity period of 120 days. The Tender Validity period starts from the date fixed for the Tender submission deadline. A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

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

13.0 Tender Security

13.1 The Tenderer shall furnish as part of its Tender, a Tender Security as specified in the Invitation to Tender Notice in original form.

D. SUBMISSION AND OPENING OF TENDERS

14.0 Sealing and Marking of Tenders

14.1 The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

14.1.1 in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender.

14.1.2 in a nvelope or package or container marked “COPIES”, all required copies of the Tender.

The inner envelopes or packages or containers shall:

- a) bear the name and address of the Procuring Entity,
- b) bear the name and address of the Tenderer; and
- c) bear the name and Reference number of the Tender.

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

15.0 Deadline for Submission of Tenders

15.1 Tenders must be received by the Procuring Entity at the address specified and no later than the date and time as specified. When so specified tenderers shall have the option of submitting their Tenders electronically.

15.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Documents in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall there after be subject to the deadline as extended.

16.0 Late Tenders

The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders.

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.

17.0 Withdrawal, Substitution, and Modification of Tenders

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

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

18.0 Tender Opening

18.1 The Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified herein in the presence of Tenderers' designated representatives who chooses to attend.

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

E. Evaluation and Comparison of Tenders

19.0 Evaluation of tenders shall entail three stages, preliminary, technical and financial evaluation.

1. Clarification of Tenders

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

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

2. Determination of Responsiveness

20.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself as per the evaluation criteria in SECTION II.

3. Arithmetical Errors

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

- i. Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- ii. Any errors in the submitted tender arising from a miscalculation of unit price, quantity, and subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail

21.2 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

4. Currency provisions

22.1 Tenders will be priced in Kenya Shillings only. Tenderers quoting in currencies other than in Kenya

shillings will be determined non-responsive and rejected.

5. Nominated Subcontractors

- 23.1 Unless otherwise stated the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Procuring Entity.
- 23.2 Tenderers may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.
- 23.3 The subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated by the Procuring Entity as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

6. Comparison of Tenders

- 24.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established to determine the Tender that has the lowest evaluated cost.

7. Best Evaluated Tender

- 25.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Best Evaluated Tender. The Best Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:
- i. Most responsive to the Tender document; and
 - ii. the lowest evaluated price.

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

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

F. Award of Contract

9. Award Criteria

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

10. Notice of Intention to enter into a Contract

- 28.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:
- a) the name and address of the Tenderer submitting the successful tender;
 - b) the Contract price of the successful tender;
 - c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
 - d) the expiry date of the Standstill Period; and
 - e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

11. Debriefing by the Procuring Entity

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

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

12. Signing of Contract

As specified in the Notification of Intention to enter into contract, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

SECTION II - EVALUATION AND QUALIFICATION CRITERIA

Evaluation of tenders shall be conducted in three stages, preliminary evaluation (Stage 1), Technical Evaluation (Stage 2) and Financial evaluation (Stage 3).

STAGE 1- PRELIMINARY EVALUATION

This stage of evaluation shall involve examination of the Mandatory Requirements as set out in the Tender document.

	MANDATORY REQUIREMENTS	REMARKS (YES/NO)
1.	Attach certified copy of Certificate of Incorporation / Business Registration	Must Meet Requirement
2.	Attach valid copy of KRA Tax Compliance Certificate	Must Meet Requirement
3.	Attach valid certified copy of Single Business Permit.	Must Meet Requirement
4.	Attach copy of duly filled, signed and stamped Confidential Business Questionnaire Form.	Must Meet Requirement
5.	Attach copy of bid security of Ksh. 100,000.00 in form of bank guarantee or from an insurance company located in Kenya, registered and licensed by the Insurance Regulatory Authority and listed by the Public Procurement Regulatory Authority, Or Tender-Securing Declaration Form for AGPO candidates.	Must Meet Requirement
6.	Attach copy of duly filled, signed and stamped Form of Tender	Must Meet Requirement
7.	Attach valid copy of: <ul style="list-style-type: none"> i. NCA registration certificate category 6 or above for Building Works. ii. NCA Annual Practicing License for Building Works. 	Must Meet Requirement
8.	Attach certified copy of National I.Ds for Company's Director (s)	Must Meet Requirement
9.	Attach copy of duly filled, signed and stamped Bill of Quantities	Must Meet Requirement
10.	Attach certified copy of company CR12 (for limited companies)	Must Meet Requirement
	Chronologically paginate/serialize all pages of the tender document submitted.	Must Meet Requirement
	REMARKS	R/NR

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

STAGE 2 - TECHNICAL EVALUATION

The detailed scoring plan shall be as shown in table below:

S/No.	Parameter	Maximum Score	Attained Score										
1.	<p>Specific Experience (Building works) - Proof of completed works in the last Five (5) years</p> <p>For completed works/ projects attach copy of the contract agreement or Local Service Order (LSO), the specific completion certificate and reference contacts.</p> <p>Attach a maximum of 5 sets of the documents. Each set is 6 marks.</p> <p>Failure to attach any document in the above said set will be deemed as insufficient evidence/proof and no marks will be awarded.</p>	30 Marks											
2	<p>GENERAL EXPERIENCE (Construction and water works) NB: <i>For completed projects, completion certificates must be accompanied by their respective LSOs/Letters of award/agreement or subcontract agreement</i> <i>Only certificates with LSOs /Letters of award/agreement or subcontract agreement will be considered</i></p> <p>i. Previous similar works (valued Kshs. 10 Million or above) – attach completion certificates for projects completed in the past 5 years (each 10 marks)</p> <p>ii. Previous similar works (below Kshs. 10 Million but above 5 million each) – attach completion certificates for complete projects (each 5 marks)</p> <p>iii. Previous similar works (below 5 million but above 3 million each) – attach completion certificates for complete projects (each 5 marks)</p>	20 Marks											
3	<p>PLANT AND EQUIPMENTS NB Main contractor must own or lease the following equipment. Attach copies of certified logbooks for owned or leased plant and equipment. Only current valid lease agreement certified and stamped by commissioner of oaths will be accepted</p> <table border="1"> <thead> <tr> <th>OWNED</th> <th>LEASED</th> </tr> </thead> <tbody> <tr> <td>a) Concrete mixers -2.5 mark</td> <td>a) concrete mixers – 1 mark</td> </tr> <tr> <td>b) Pick up -2.5 mark</td> <td>b) pick up – 1 mark</td> </tr> <tr> <td>c) Tipper – 2.5 mark</td> <td>c) Tipper-1 mark</td> </tr> <tr> <td>d) Water bowser – 2.5 marks</td> <td>e) water bowser – 1 mark</td> </tr> </tbody> </table>	OWNED	LEASED	a) Concrete mixers -2.5 mark	a) concrete mixers – 1 mark	b) Pick up -2.5 mark	b) pick up – 1 mark	c) Tipper – 2.5 mark	c) Tipper-1 mark	d) Water bowser – 2.5 marks	e) water bowser – 1 mark	10 Marks	
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4.	<p>KEY PERSONNEL Note: <i>The staff shall possess the minimum level set below. CVs and Academic certificates for staff are mandatory. Only documents for current employees will be considered and must proof the staff works for the company.</i></p> <p>Organizational Structure (2 marks)</p> <table border="1"> <tbody> <tr> <td>i. Project Manager</td> <td> Qualification: Degree in Civil Engineering Be registered by EBK as a professional (2 mark) General Experience : 5 years (2 mark) </td> </tr> </tbody> </table>	i. Project Manager	Qualification: Degree in Civil Engineering Be registered by EBK as a professional (2 mark) General Experience : 5 years (2 mark)	10 Marks									
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	ii. Site agent	Qualification: Degree or High Diploma in Civil Engineering or any other construction related course (1 marks) General Experience : 5 years (1 mark)		
	iii. Quantity Surveyor	Qualification: Diploma in Quantity Surveying/ Building Economics /Civil Engineering (1 mark) General Experience : 5 years (1 mark)		
	iv. Foreman	Qualification: Diploma in Engineering (1 mark) General Experience : 3 years (1 mark)		
5.	WORKS PROGRAMME AND METHODOLOGY A detailed Work program and Methodology (Works program and Methodology must capture all scope of works, approach and execution) - Detailed works programme and methodology - 5 Marks - Shallow works programme and methodology – 2 Marks		5 Marks	
6.	FINANCIAL CAPACITY a) Certified bank statement for the last 1 year - Current bank account balance of least three million Kenya Shillings – 5 marks - Current bank account balance of below three Million Kenya Shillings and above 2 Million – 3 marks - Current bank account balance of below Three Million - 2 marks b) Certified Audited Accounts for the last three years (2020, 2021 and 2022) (2 marks each) - 10marks c) Proof of access to credit facility – attach current valid bank letter of access to credit (5 Marks)		25 Marks	
	TOTAL		100 Marks	

Only Bidders who attain the minimum 70 Marks of the total technical marks and above will be considered responsive.

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

STAGE 3 - FINANCIAL EVALUATION

Price will be analyzed competitively and tender awarded to the lowest evaluated responsive bidder having passed all of the above stages and due diligence (if any).

STAGE 4 - POST QUALIFICATION STAGE/DUE DILIGENCE

The employer's may carry out due diligence to confirm/clarify the authenticity of any criteria/information submitted by the bidder. Any bidder who shall be found to have given false or misleading information shall be disqualified and the next lowest evaluated responsive tender shall be considered for tender award.

SECTION III – TENDERING FORMS

(a) FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*
- iv) *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 sum¹ of Kenya Shillings *[[Amount in figures] _____ Kenya Shillings [amount in words] _____*

The above amount includes foreign currency² amount (s) of *[state figure or a percentage and currency]* *[figures] _____ [words] _____*

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Architect notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
3. We agree to 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. We understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the under signed, further declare that:
 - i) No reservations: We have examined and have no reservations to the tender document, including Addenda 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

¹ This sum should be carried forward from the Summary of the Bills of Quantities.

² The percentage quoted above should not include provisional sums, and not more than two foreign currencies are allowed.

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,** incase of one lot: Total priceis: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];* or
Option2, in case of multiple lots:
 - (a) **Total price of each lot** *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];* and
 - (b) **Total price of all lots** (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*
- vii) **Discounts:** The discounts offered and the methodology for their application are:
- viii) The discounts offered are: *[Specify in detail each discount offered.]*
- ix) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- x) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- xi) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
- xii) **One Tender Per Tender:** We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a sub-contractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
- xiii) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- xiv) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state- owned enterprise or institution]/ [We are a state-owned enterprise or institution but meet the requirements of ITT3.8];*
- xv) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

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

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

prepared and executed;

- xvii) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) **Fraud and Corruption:** We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- xix) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
- xxi) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- a) Tenderer's Eligibility; Confidential Business Questionnaire - to establish we are not in any conflict of interest.
 - (b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.
 - (a) Self-Declaration of the Tenderer - to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - (d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

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

Name of the person duly authorized to sign the 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]*

Dated 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.*

(b) **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 Tenderer
2	Reference Number of the Tender
3	Date and Time of Tender Opening
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.

- I) Private or public Company _____
- ii) State the nominal and issued capital of the Company _____

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

i) Are there any person/persons in Umma University 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			

(i) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tenderer 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		

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

Certification

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)

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

Beneficiary: _____

Request for Tenders No:

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

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

[signature(s)]

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

(d) 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]

[Witness]

[Signature of the Guarantor]

[Seal]

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

PART II - WORKS REQUIREMENTS

SECTION IV - BILLS OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QTY	RATE	
	BOUNDARY WALL				
1	PRELIMINARIES AND GENERAL COSTS				
1.1	Allow for signboard as per county requirements	ITEM			
1.2	- Test Samples	ITEM			
	Total for for preliminaries carried to summary				
	BUILDERS WORKS				
	<u>ELEMENT NO.1</u>				
	<u>SUBSTRUCTURES</u>				
	<u>(All Provisional)</u>				
	<u>Excavations and earthworks</u>				
A	Excavate for strip foundation starting from natural ground but not exceeding 1.50 metres deep	Cm	410		
B	Excavate for column bases starting from natural ground but not exceeding 1.50 metres deep	Cm	102		
C	Return, Fill and ram selected materials around excavations	Cm	309		
D	Remove and cart away all surplus excavated materials from site	Cm	203		

E	Allow for keeping excavation free from water by all means	Item			
F	<u>Anti-termite treatment</u> Treat bottom and top of Foundation with termidor 250EC or similar approved anti-termite chemical applied strictly in accordance with the printed manual or instructions	Sm	360		
G	- <u>Plain concrete</u> 50mm Thick mass concrete mix 1:4:8 blinding under strip footing	Sm	342		
H	Ditto column bases	Sm	88		
I	<u>In situ vibrated reinforced concrete class 20/20mm in:</u> Strip footing	Cm	51		
J	Columns	Cm	15		
K	Column bases <u>Reinforcement</u>	Cm	14		
M	<u>High yield steel cold worked to B.S 4461 including bendss, hooks,tying wire,</u> 8mm Diammeter bars	Kg	521		
N	10mm Ditto	Kg	3124		
O	12mm Ditto	Kg	1566		
Total carried to collection					

Page 02

A	<u>Sawn timber formwork to :</u> Sides of columns	Sm	158		
B	- <u>Medium chisel dressed natural stone walling bedded and jointed in cement and sand (1:3) mortat and reinforced in every altenate course with hoop iron ties</u> 200mm Thick walling	Sm	605		
C	- <u>Damp-proofing</u> 200mm wide damp-proof course to B.S 743 type A bitumen base laid with 150mm minimum heads laps.	lm	570		
	<u>Expansion joint :-</u>				

D	<p>12mm Thick flexcell expansion joint fixed in accordance with manufacturers printed instructions.</p> <p>Total carried to collection</p> <p>COLLECTION</p> <p>Total brought forward from page 1</p> <p>Total brought forward from page 2 above</p> <p>TOTAL FOR SUBSTRUCTURE CARRIED FORWARD TO SUMMARY</p>	Sm	16		
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<u>ELEMENT NO.2</u>					
<u>SUPERSTRUCTURE CONCRETE WORKS</u>					
Insitu Vibrated reinforced concrete class 20/20mm in:-					
A	<p>Columns</p> <p><u>Reinforcement</u> <u>High yield steel cold worked to B.S 4461 including bends, hooks, tying wire, and spacer blocks in:-</u></p>	Cm	29		
B	8mm Diameter bars	Kg	862		
C	<p>12mm Ditto</p> <p><u>Sawn timber formwork as described to :-</u></p>	Kg	1880		

D	Sides of columns	Sm	290		
	<u>Cement and sand (1:4) render to :-</u>				
G	Columns	Sm	290		
	<u>Expansion joint :-</u>				
H	12mm Thick flexcell expansion joint fixed in accordance with manufacturer's printed instructions.	Sm	35		
I	25 x 25 expedite sealer	Lm	345		
	Total for concrete superstructure carried forward to summary				

Page 04

	<u>ELEMENT NO.3</u>				
	<u>WALLING</u>				
	<u>Superstructure walling</u>				
A	200mm Thick approved machine cut stone walling bedded and jointed in cement and sand (1:3) mortar and reinforced in every alternate course with hoop iron ties as described	Sm	1110		
	<u>Cement and sand (1:4) vertical flush and horizontal recessed key pointing to :-</u>				
B	- Internal and external faces of wall	Sm	1664		
	<u>Coping</u>				
C	Supply and fix coping to masonry walling 300 mm wide by 75mm high	lm	570		
	<u>Weep holes</u>				

E	150mm Diameter 250mm long Upvc pipe weep holes fixed to Architects specifications	No	150		
	Total for walling carried forward to summary				

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	<u>ELEMENT NO.4</u>				
	<u>RAZOR WIRE</u>				
A	Supply and fix 450mm diameter galvanised razor wire rate inclusive of 25x25 angle line prepainted anchorage posts at 1000mm spacing and galvanised wire.	lm	570		
	Total for razor wire carried forward to summary				

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	<u>ELEMENT NO.5</u>				
	<u>GATE HOUSE</u>				
	-				
	<u>SUBSTRUCTURE WORKS</u>				
	<u>Excavations and Earthworks</u>				
A	Excavate to reduce levels starting from stripped level and column pits not exceeding 1.5M deep.	13	CM		
B	Remove surplus excavated material and cart away	3.0	CM		
C	Return fill and well ram selected excavated material around foundations	3.3	CM		
	<u>Fillings</u>				

D	Approved murrum filling to make up levels, well rammed and consolidated in 150mm thick layers	8	CM
E	300mm thick approved hardcore filling spread, levelled, well rammed and consolidated in 150mm thick layers to receive concrete surface bed	4	CM
F	Anti - termite treatment as "Premise 200 sc" distributed by High Chemicals essentials or other equal and approved applied to surface of blinded hardcore and surrounding areas strictly in accordance with manufacturer's instructions	13	SM
Carried to Collection			
<u>Mass Concrete class 15/20</u>			
A	50mm Thick blinding: under foundations	11	SM
<u>Vibrated concrete class 20/20mm in:-</u>			
B	Strip foundation	1.7	CM
C	125mm Thick ground floor slab	23	SM
<u>Fabric Mesh reinforcement</u>			
D	Fabric mesh reinforcement to B.S. 4483 ref: A142 weighing 2.22 Kg per square metre in floor slab (measured nett - no allowance for minimum 230mm laps) including tying wire and supports as required	23	SM
<u>High yield reinforcement bars</u>			
E	T10	36	KG
F	T8	24	KG
<u>Rough dressed natural stones or other equal and approved bedded and jointed in cement sand mortar (1:4):-</u>			
G	200mm thick walls	22	SM
<u>Hessian based bituminous felt or any other equal and approved dump proof course:-</u>			
H	Horizontal: 200mm wide.	18	LM

I	1000mm gauge polythene damp proof membrane with 300mm welted lap under concrete.	13	SM		
A	Carried to Collection Plinths 12mm thick mortar cement and sand (1.4) rendered to plinths Carried to Collection Collection From From From	4	SM 1.1.00 1.2.00 1.3.00		
A	Total for Substructure Works Carried to Element Summary - WALLING Masonry walls bedded and jointed in cement and sand (1:4) mortar in: 200mm thick walls reinforced with 32x2mm hoop iron every alternate course Ring Beams Concrete Class 20/20 for lintels High yield reinforcement bars T12 T8 Sawn Formwork for Lintels	37 1 66 37 8.0	SM CM KG KG SM		
A	Total for Walling Carried to Element Summary ROOF CONSTRUCTION The following in assorted timber trusses hoisting and fixing in position 2500 mm above ground floor include all necessary jointing 100x50 Truss Members (Rafters and Ties) 100x50 Truss Members (Struts) Purlins 75X50mm Purlins Wall plate 100X50 Wall plate Fascia Board 200x25mm Fascia board	19 74 63 18.0 19	LM LM LM LM LM		
	Total for Roofing Construction Carried to Element Summary				

	- <u>DOORS</u>			
	<u>Steel door</u>			
A	Supply and fix 900 x 2400mm high steel casement door including steel framework and iron mongery	1	NO	
B	Supply and fix 900 x 2400mm high grilled steel casement door including steel framework and iron mongery	1	NO	
	<u>Solid flush door</u>			
C	50mm thick single leaf panel door size 820x2100mm high External Door	1	NO	
	<u>Wrot mahogany</u>			
D	100x50mm rebated frame	7	LM	
E	50x25mm architrave	7	LM	
F	15mm quadrant	7	LM	
	<u>Ironmongery</u>			
	Supply the following items of ironmongery with			
	<u>matching screw stall as "union" or any other</u>			
	<u>equal and approved:-</u>			
G	100mm pressed steel butt hinges	3	PRS	
H	Two lever mortice lock complete with set of lever handles with brass finish ref. NO. 2277	1	NO	
I	Rubber door stop	1	NO	
	<u>Prepare and apply two undercoats one</u>			
	<u>finishing coat gloss oil paint to:-</u>			
J	General wood surfaces	4	SM	
K	Wood surfaces 100-200mm girth	6.6	LM	
Total for Doors Carried to Element Summary				
	- <u>WINDOWS</u>			
	<u>Supply and fix steel casement windows</u>			
	<u>consisting of Standard Angline section frames</u>			
	<u>and square rodes primed with one coat red</u>			
	<u>oxide complete with steel metal hood</u>			
	<u>permanent vents with nylon mosquito gauze</u>			
	<u>including all ironmongery , standard metal</u>			
	<u>glazing bars, clips coupling, mullions and</u>			
	<u>transome, fixing lugs and screw to walling and</u>			

	<u>pointing all round frame</u>			
A	Windows size 1200x1200mm high	2	NO	
	<u>Glazing</u>			
B	4mm thick clear sheet glass and glazing to metal in metal putty in panes 0.10-0.50 square meters	3	SM	
	<u>Painting</u>			
	<u>Touch up manufactures priming coat prepare and apply two undercoats and one finishing coat gloss oil paint to:-</u>			
C	Glazed metal surface(measured ove glass)	0.6	SM	
	Total for Windows Carried to Element Summary			
	<u>FINISHES</u>			
A	Key pointing to external wall	37	SM	
B	12mm thick two coats of lime plaster to internal wall	37	SM	
	<u>Prepare and apply three coats first quality plastic emulsion paint to:-</u>			
C	Internal Walls	37	SM	
	<u>EXTERNAL WALL FINISHES</u>			
D	12mm thick 1:4 Cement Sand render to ring beam	12	SM	
	<u>Prepare and apply three coats first quality plastic emulsion paint to:-</u>			
E	Ring Beam	3	SM	
	<u>FLOOR FINISHES</u>			
G	30mm screed to floor including grey oxide finish	23	SM	
H	Ceramic wall and floor tiles to the washroom	16	SM	
	<u>CEILING FINISHES</u>			
J	50x50mm Brandering on trusses to receive ceiling board	14	SM	
K	Chip Board suspended at height of 2700mm above and finishe floor level	14	SM	
	Total for finishes			
A	Cornice	18	LM	
B	T&G PVC Ceiling finish to eaves	9	SM	
	<u>Prepare and apply three coats first quality</u>			

	<u>plastic emulsion paint to:-</u>			
C	Chip Board Ceiling finish	14	SM	
	<u>ROOF FINISHES</u>			
	<u>IT5 Sheets :-</u>			
D	28 gauge roof covering sheets fixed onto timber purlins (m.s)	23	SM	
E	Matching ridge capping	3	SM	
	<u>RAIN WATER DISPOSAL</u>			
F	150x100mm PVC gutter including soldered joints in the running length fixed to fascia board with and including brackets at approved centers	15	LM	
G	100mm dia. rainwater downpipe fixed with and including mild steel straps at 900mm centres, plugged and screwed to wall	6	LM	
H	Ditto Bends	2	NO	
I	Ditto Ends	2	NO	
	<u>Total carried to collection</u>			

Collection

Collection from page 1

Collection from page 2

Total amount for finishes carried to summary

GATE HOUSE SUMMARY PAGE				
	-			
1	Sub Structure	From		
2	Walling	From		
3	Roof Construction	From		
4	Doors	From		
5	Windows	From		
6	Finishes	From		
	<u>Provisional sums</u>			
-		-	-	
A	Provide for power connection and electrical works(power,lighting)			
B	Provide for internal plumbing, drainage sanitary fitting and connection to existing services(water & sewer line)			

	Total amount for gate house carried to summary page				

SECTION V – SPECIFICATIONS

SECTION VI - DRAWINGS

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

PART III - THE CONDITIONS OF CONTRACT AND CONTRACT

SECTION VII - GENERAL CONDITIONS OF CONTRACT (GCC)

1 GENERAL PROVISIONS

1.1 Definitions

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

“Completion Date” means the date of completion of the Works as certified by the Engineer.

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

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

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

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

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

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

“**Day**” means a calendar day and “**year**” means 365 days.

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

“**Defect**” means any part of the Works not completed in accordance with the Contract.

“**Defects Liability Certificate**” means the certificate issued by Architect upon correction of defects by the Contractor.

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

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

“**Force Majeure**” is defined in Clause 19 [Force Majeure].

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

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

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

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

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

“**Taking-Over Certificate**” means a certificate issued under Clause 10 [Procuring Entity's Taking Over].

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

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

“**Works**” means the items the Procuring Entity requires the Contractor to undertake as defined in the Appendix to Conditions of Contract. “**Works**” may also mean the Permanent Works and the Temporary Works, or either of them as appropriate.

12 Contract Agreement

The Parties shall enter into a Contract Agreement after the Contractor receives the Contract Agreement, unless the Special Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Special Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Procuring Entity.

13 Joint and Several Liability

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

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

14 Inspections and Audit by the Procuring Entity

Pursuant to paragraph 2.2(e). of Appendix B to the General Conditions, the Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Public Procurement Regulatory Authority, Procuring Entity and/or persons appointed or designated by the Government of Kenya to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity if requested by the Procuring Entity. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 15.6 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Procuring Entity's prevailing sanctions procedures).

2 THE PROCURING ENTITY

21 Right of Access to the Site

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

22 Permits, Licenses or Approvals

- 22.1 The Procuring Entity shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:
- a) Copies of the Laws of Kenya which are relevant to the Contract but are not readily available, and
 - b) any permits, licenses or approvals required by the Laws of Kenya:
 - i) which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws],
 - ii) for the delivery of Goods, including clearance through customs, and
 - iii) for the export of Contractor's Equipment when it is removed from the Site.

23 Procuring Entity's Personnel

The Procuring Entity shall be responsible for ensuring that the Procuring Entity's Personnel and the Procuring Entity's other contractors on the Site:

- a) co-operate with the Contractor's efforts, and
- b) take action similar to those which the Contractor is required to take.

3 THE ENGINEER

31 Architect Duties and Authority

31.1 The Procuring Entity shall appoint the Architect who shall carry out the duties as assigned to him in the Contract. The Architect staff shall include suitably qualified Assistants and other professionals who are competent to carry out these duties. The Architect Name and Address shall be provided in the **Special Conditions of Contract**.

32 Delegation by the Engineer

32.1 The Architect may from time to time assign duties and delegate authority to assistants and may also revoke such assignment or delegation. These assistants may include a resident Engineer, and/or independent inspectors appointed to inspect and/ or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Architect shall not delegate the authority to determine any matter.

32.2 Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:

- a) Any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Architect to reject the work, Plant or Materials;
- b) If the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.

33 Replacement of the Engineer

If the Procuring Entity intends to replace the Engineer, the Procuring Entity shall, in not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended person to replace the Engineer.

34 Determinations

34.1 Whenever these Conditions provide that the Architect shall proceed to agree or determine any matter, the Architect shall consult with each Party in an endeavor to reach agreement. If agreement is not achieved, the Architect shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

3.5.1 The Architect shall give notice to both Parties of each agreement or determination, with supporting particulars, within 30 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised.

4 THE CONTRACTOR

4.1 Contractor's General Obligations

4.1.1 The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Architect instructions, and shall remedy any defects in the Works.

4.1.2 The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.

4.1.3 All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country.

4.1.4 The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the designer specification of the Permanent Works.

4.1.5 The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods

which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.

4.1.6 If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Special Conditions:

- a) The Contractor shall submit to the Architect the Contractor's Documents for this part in accordance with the procedures specified in the Contract;
- b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Architect to add to the Drawings for co-ordination of each Party's designs;
- c) the Contractor shall be responsible for this part and it shall, when the Works are completed, befit for such purposes for which the part is intended as are specified in the Contract; and
- d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Architect the "as-built" documents and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Procuring Entity to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer.

42 Performance Security

4.2.1 The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount stated in the **Special Conditions of Contract** and denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Procuring Entity. If an amount is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.

4.2.2 The Contractor shall deliver the Performance Security to the Procuring Entity within 30 days after receiving the Notification of Award and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable bank selected by the Contractor and shall be in the form annexed to the Special Conditions, as stipulated by the Procuring Entity in the Special Conditions of Contract, or in another form approved by the Procuring Entity.

43 Contractor's Representative

4.3.1 The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. The Contractor's Representative's Name and Address shall be provided in the **Special Conditions of Contract**.

44 Sub-contractors

4.4.1 The Contractor shall not subcontract the whole of the Works. The contractor may however subcontract parts of the works.

4.4.2 The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were acts or defaults of the Contractor. Unless otherwise stated in the Special Conditions:

- a) The Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract;
- b) The prior consent of the Procuring Entity shall be obtained to other proposed Subcontractors;
- c) the Contractor shall give the Procuring Entity not less than 14 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; and
- d) each subcontract shall include provisions which would entitle the Procuring Entity to require the subcontract to be assigned to the Procuring Entity under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Procuring Entity].

45 Safety Procedures

The Contractor shall:

- 45.1 Comply with all applicable safety regulations,
452 Take care for the safety of all persons entitled to be on the Site,
453 Use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,
454 provide fencing, lighting, guarding and watching of the Works until completion and taking over, and
455 provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

46 Quality Assurance

- 46.1 The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Architect shall be entitled to audit any aspect of the system.
- 46.2 Details of all procedures and compliance documents shall be submitted to the Architect or information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor itself shall be apparent on the document itself.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

47 Contractor's Equipment

The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

48 Protection of the Environment

- 48.1 The contractor shall comply with the applicable environmental laws, regulations and policies.
- 48.2 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
- 48.3 The Contractors shall ensure that emissions, surfaced is charges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.

49 Electricity, Water and Gas

- 49.1 The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.

4.10 Procuring Entity's Equipment and Free-Issue Materials

- 4.10.1 The Procuring Entity shall make the Procuring Entity's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification. Unless otherwise stated in the Specification:
- The Procuring Entity shall be responsible for the Procuring Entity's Equipment, except that
 - the Contractor shall be responsible for each item of Procuring Entity's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it.

4.20 Security of the Site

Unless otherwise stated in the Special Conditions:

- a) The Contractor shall be responsible for keeping unauthorized persons off the Site, and
- b) authorized persons shall be limited to the Contractor's Personnel and the Procuring Entity's Personnel; and to any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as authorized personnel of the Procuring Entity's other contractors on the Site.

4.21 Contractor's Operations on Site

421.1 The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Architect as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.

421.2 During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.

421.3 Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

5 COMMENCEMENT, DELAYS AND SUSPENSION

5.1 Commencement of Works

5.1.1 Except as otherwise specified in the Special Conditions of Contract, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Architect notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor:

- a) Signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of Kenya;
- b) except if otherwise specified in the Special Conditions of Contract, effective access to and possession of the Site given to the Contractor together with such permission(s) as required for the commencement of the Works.
- c) Receipt by the Contractor of the Advance Payment provided that the corresponding bank guarantee has been delivered by the Contractor.

5.2 Time for Completion

The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:

- a) Achieving the passing of the Tests on Completion, and
- b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over.

5.3 Extension of Time for Completion

5.3.1 The Contractor shall be entitled to an extension of the Time for Completion if and to the extent that completion for the purposes is or will be delayed by any of the following causes:

- a) a Variation (unless an adjustment to the Time for Completion has been agreed or other substantial change

- in the quantity of an item of work included in the Contract,
- b) a cause of delay giving an entitlement to extension of time,
- c) exceptionally adverse climatic conditions,
- d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
- e) any delay, impediment or prevention caused by or attributable to the Procuring Entity, the Procuring Entity's Personnel, or the Procuring Entity's other contractors.

54 Delays Caused by Authorities

If the following conditions apply, namely:

- a) The Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in Kenya,
- b) These authorities delay or disrupt the Contractor's work, and
- c) the delay or disruption was Unforeseeable, then this delay or disruption will be considered as a cause of delay.

6 PROCURING ENTITY'S TAKING OVER

6.1 Taking Over of the Works and Sections

6.1.1 Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Procuring Entity when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.

6.1.2 The Contractor may apply by notice to the Architect for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.

6.2 Taking Over of Parts of the Works

6.2.1 The Architect may, at the sole discretion of the Procuring Entity, issue a Taking-Over Certificate for any part of the Permanent Works.

6.2.2 The Procuring Entity shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Architect has issued a Taking-Over Certificate for this part. However, if the Procuring Entity does use any part of the Works before the Taking-Over Certificate is issued:

- a) The part which is used shall be deemed to have been taken over as from the date on which it is used,
- b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Procuring Entity, and
- c) if requested by the Contractor, the Architect shall issue a Taking-Over Certificate for this part.

7 DEFECTS LIABILITY

7.1 Completion of Outstanding Work and Remedying Defects

7.1.1 In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fairwear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Contractor shall:

- a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and
- b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Procuring Entity on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be).

7.12 If a defect appears or damage occurs, the Contractor shall be notified accordingly by the Engineer.

7.2 Cost of Remedying Defects

7.2.1 All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:

- a) Any design for which the Contractor is responsible,
- b) Plant, Materials or workmanship not being in accordance with the Contract, or
- c) Failure by the Contractor to comply with any other obligation.

7.2.2 If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Procuring Entity, and Sub-Clause 13.3 [Variation Procedure] shall apply.

7.3 Completion Certificate

7.3.1 Performance of the Contractor's obligations shall not be considered to have been completed until the Architect has issued the Completion Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract.

7.3.2 The Architect shall issue the Completion Certificate within 30 days after the latest of the expiry dates of the Defects Liability Period, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Completion Certificate shall be issued to the Procuring Entity.

7.3.3 Only the Completion Certificate shall be deemed to constitute acceptance of the Works.

8 CONTRACT PRICE AND PAYMENT

8.1 The Contract Price

8.1.1 Unless otherwise stated in the Special Conditions:

- a) The value of the payment certificate shall be agreed or determined under Sub-Clause 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract;
- b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation];
- c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:

8.2 Advance Payment

8.2.1 The Procuring Entity shall make an advance payment, as an interest-free loan for mobilization and cashflow support, when the Contractor submits a guarantee in accordance with this Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the **Special Conditions of Contract**.

8.2.2 Unless and until the Procuring Entity receives this guarantee, or if the total advance payment is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.

9 TERMINATION BY PROCURING ENTITY

9.1 Notice to correct any defects or failures

If the Contractor fails to carry out any obligation under the Contract, the Architect may by notice require the Contractor to make good the failure and to remedy it within 30 days.

92 Termination by Procuring Entity

92.1 The Procuring Entity shall be entitled to terminate the Contract if the Contractor breaches the contract based on following circumstances which shall include but not limited to:

- a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct],
- b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,

10 FORCE MAJEURE

10.1 Definition of Force Majeure

10.1.1 In this Clause, "Force Majeure" means an exceptional event or circumstance:

- a) Which is beyond a Party's control,
- b) Which such Party could not reasonably have provided against before entering into the Contract,
- c) which, having arisen, such Party could not reasonably have avoided or overcome, and
- d) which is not substantially attributable to the other Party.

SECTION VIII – CONTRACT FORMS

(a) FORM No 1: NOTIFICATION OF INTENTION TO AWARD OF CONTRACT

This Notification of Award shall be sent to each Tenderer that submitted a Tender and was not successful. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer's Authorized Representative

- i) Name: *[insert Authorized Representative's name]*
- ii) Address: *[insert Authorized Representative's Address]*
- iii) Telephone: *[insert Authorized Representative's telephone/fax numbers]*
- iv) Email Address: *[insert Authorized Representative's email address]*

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

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

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

3. Notification of Award

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

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

4. Request a debriefing in relation to the evaluation of your tender by submitting a Procurement-related Complaint in relation to the decision to award the contracts.

a) The successful tenderers

i) Name of successful Tender _____

ii) Address of the successful Tender _____

iii) Contract price of the successful Tender Kenya Shillings _____
(in words _____)

b) The reasons for your tender being unsuccessful are as follows:

c) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.

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

(Note a) State NE if not evaluated

5. How to request a debriefing

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

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

- a) There are four essential requirements:
 - i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process and is the recipient of a Notification of Intention to Award.
 - ii) The complaint can only challenge the decision to award the contract.
 - iii) You must submit the complaint within the period stated above.
 - iv) You must include, in your complaint, all of the information required to support your complaint.

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

(b) FORM NO 4: CONTRACT AGREEMENT

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

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

The Procuring Entity and the Contractor agree as follows:

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

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

Signed and sealed by _____ (for the Procuring Entity)

Signed and sealed by _____ (for the Contractor).

(c) FORM NO. 5 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

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

Date: _____ *[Insert date of issue]*

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

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with (name of Procuring Entity) _____ (the Procuring Entity as the Beneficiary), for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the Day of², and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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

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

¹The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.

²Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

(d) FORM NO. 7 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

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

Date: _____ *[Insert date of issue]*

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

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

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

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

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

(e) FORM NO. 8 – RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

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

Date: _____ *[Insert date of issue]*

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

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

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

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

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

¹The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.

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