



KENYA ELECTRICITY GENERATING COMPANY PLC

KGN~GDD~024~2025

RFx: 5000016650

**TENDER FOR PROPOSED PHASE 1 CONSTRUCTION OF
HERBARIUM AND OFFICES**

(PWD ENTERPRISES ONLY)

Kenya Electricity Generating Company PLC
Stima Plaza Phase III, Kolobot Road, Parklands
P.O. BOX 47936-00100
NAIROBI.
Website: www.kengen.co.ke

March,2025

INVITATION TO TENDER

PROCURING ENTITY: KENYA ELECTRICITY GENERATING COMPANY PLC

CONTRACT NAME AND DESCRIPTION: TENDER FOR PROPOSED PHASE 1 CONSTRUCTION OF HERBARIUM AND OFFICES

KenGen PLC invites sealed tenders from eligible candidates for the **Tender for Proposed Phase 1 Construction Of Herbarium and Offices** whose specifications are detailed in the Tender Document.

Tendering will be conducted under **open tendering** method using a standardized tender document. Tendering is open to all qualified and interested Tenderers.

Tendering is exclusive to firms registered under the AGPO group (PWD)

Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours between 8am and 5pm starting at the date of advert at the office of:

General Manager, Supply Chain

Tel: (254) (020) 3666000

Email: tenders@kengen.co.ke; cc. POnyango1@kengen.co.ke; rperttet@kengen.co.ke

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

The document can be viewed and downloaded for free from the website www.kengen.co.ke and/or on E-procurement <https://eprocurement.kengen.co.ke:50001/irj/portal> and on PPIP portal <https://tenders.go.ke>. Tenderers who download the tender document must forward their particulars immediately to (, 0711036000 and P.O.BOX 47936-00100 postal address) to facilitate any further clarification or addendum

Bidders who are unable to download the tender documents from the website may collect them from any KenGen Supply Chain Office upon payment of a non-refundable fee of **KShs.1,000.00** paid via Mpesa, pay bill no. **400200 and account no. 01120069076000**, then share the MPesa message to KenGen Finance office staff for receipt and issuance of official receipt or through a banker's cheque and payable to the address given below.

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

Tender Security is **Not Applicable**. Bidders will be required to complete and sign the **Tender Securing Declaration Form** annexed to this tender document and shall be subject to authentication by KenGen.

*There shall be a Mandatory Site Visit on **26th March, 2025** at KenGen Geothermal Plaza-Olkaria, Naivasha, Starting at 10.00 a.m.*

Completed Tender **must** be submitted **online** on or before: **8th April, 2025 at 10.00 a.m.**

*Electronic submission shall be permitted through our e-procurement platform found at www.kengen.co.ke (<https://eprocurement.kengen.co.ke:50001/irj/portal> on or before: Tender closing date and time **8th April, 2025 at 10.00 a.m.***

Internet Explorer and Firefox Mozilla are the preferred web browsers.

[Hard copies of the tender document **shall not be permitted**]

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

Late tenders will be rejected.

The addresses referred to above are:

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

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

Kenya Electricity Generating Company PLC
Stima Plaza Phase III, Kolobot Road, Parklands
P.O. BOX 47936-00100
tenders@kengen.co.ke ;

b. Address for Opening of Tenders.

General Manager Supply Chain
Kenya Electricity Generating Company PLC
Stima Plaza Phase III, Kolobot Road, Parklands
P.O. BOX 47936-00100
6th Floor

NOTE: Public Procurement Capacity Building Levy

Pursuant to the enactment of the Legal Notice No. 206 on Public Procurement and Asset Disposal Act 2015, Section 3 (1), KenGen shall retain the Public Procurement Capacity Building Levy at the rate of zero point zero three per centum (0.03%) of the value of the signed contract *exclusive of applicable taxes*.

effective 1st September, 2024. Payment of the submitted invoices shall therefore be made minus this Levy.

*KenGen adheres to high standards of integrity in its business operations.
Report any unethical behavior immediately to any of the provided anonymous hotline service.*

- 1) Call Toll Free: 0800722626;
- 2) Free-Fax: 00800 007788;
- 3) Email: kengen@tip-offs.com
- 4) Website: www.tip-offs.com

GENERAL MANAGER SUPPLY CHAIN

PART1: TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A GENERAL PROVISIONS

1.0 Scope of tender

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

1.2 Throughout this tendering document:

- a) The term “inwriting” means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the TDS, distributed or received through the electronic-procurement system used by the 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.

2.0 Fraud and corruption

2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

2.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

2.3 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.

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

3.0 Eligible tenderers

3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.8, or an individual or any combination of such entities in the form of a joint venture (JV) under an existing 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 specified in the **TDS**.

- 3.2** Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 3.3** A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:
- a) Directly or indirectly controls, is controlled by or is under common control with another tenderer;
 - b) Receives or has received any director indirect subsidy from another tenderer;
 - c) Has the same legal representative as another tenderer.
 - d) 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.
 - 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.
- 3.4** A tenderer shall not be involved in corrupt, coercive, obstructive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified
- 3.5** A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a

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

- 3.6** A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 3.7** A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.
- 3.8** A Tenderer that is a state-owned enterprise or a public institution in Kenya may be eligible to tender and be awarded Contract(s) only if it is determined by the Procuring Entity to meet the following conditions, i.e. if it is:
- i) A legal public entity of Government and/or public administration,
 - ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and;
 - (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.
- 3.9** Firms and individuals shall be ineligible if their countries of origin are:
- (a) As a matter of law or official regulations, Kenya prohibits commercial relations with that country;
 - (b) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

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

- 3.10** Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, local sub-contracts and labor) from citizen suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided for this purpose in *“SECTION II - EVALUATION AND QUALIFICATION CRITERIA, Item 9”*.
- 3.11** Pursuant to the eligibility requirements of ITT 3.10, a tender is considered a foreign tenderer, If it is registered in Kenya and has less than 51 percent ownership by nationals of Kenya and if it does not subcontract to foreign firms or individuals more than 10 percent of the contract

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

- 3.12** The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website www.nca.go.ke.
- 3.13** The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.
- 3.14** A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4.0 Eligible goods, equipment, and services

- 4.1** Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not ineligible under IIT 3.9. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.
- 4.2** Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5.0 Tenderer's responsibilities

- 5.1** The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Procuring Entity will in no case be responsible or liable for those costs.
- 5.2** The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine 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.
- 5.3** The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity against liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the examination and inspection.
- 5.4** The tenderer shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including charts, as necessary or required.

B. CONTENTS OF TENDER DOCUMENTS

6.0 Sections of Tender Document

- 6.1** The tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART 1: Tendering Procedures

Section I – Instructions to Tenderers

Section II – Tender Data Sheet (TDS)

Section III- Evaluation and Qualification Criteria Section IV – Tendering Forms

PART2: Works' Requirements

Section V - Bills of Quantities Section VI - Specifications Section VII – Drawings

PART 3: Conditions of Contract and Contract Forms

Section VIII - General Conditions (GCC)

Section IX - Special Conditions of Contract

Section X- Contract

Forms

- 6.2** The Invitation to Tender Notice issued by the Procuring Entity is not part of the Contract documents. Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of a pre-arranged site visit and those of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.3** The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document and to furnish with its Tender all information and documentation as is required by the Tender document.

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

- 7.1** A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.
- 7.2** The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and

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

- 73** The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 74** Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.
- 75** The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to IIT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-arranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.
- 80** **Amendment of Tender Documents**
- 81** At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tender Documents by issuing addenda.
- 82** 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 in accordance with IIT 7.5.
- 83** To give Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity should extend the deadline for the submission of Tenders, pursuant to IIT 22.2.

C. PREPARATION OF TENDERS

9. Cost of Tendering

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

10.0 Language of Tender

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.

11.0 Documents Comprising the Tender

11.1 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT 12;
- b) Schedules including priced Bill of Quantities, completed in accordance with ITT 12 and ITT 14;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 19.1;
- d) Alternative Tender, if permissible, in accordance with ITT 13;
- e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.3;
- f) **Qualifications:** documentary evidence in accordance with ITT 17 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) **Conformity:** a technical proposal in accordance with ITT 16;
- h) Any other document required in the **TDS**.

11.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed JV Agreement. Change of membership and conditions of the JV prior to contract signature will render the tenderer liable for disqualification.

12.0 Form of Tender and Schedules

12.1 The Form of Tender and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

12.2 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

13. Alternative Tenders

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

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

13.3 Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price the Procuring Entity's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Winning Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

- 134 When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the **TDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.
- 14.0 Tender Prices and Discounts**
- 141 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Bill of Quantities shall conform to the requirements specified below.
- 142 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.
- 143 The price to be quoted in the Form of Tender, in accordance with ITT 12.1, shall be the total price of the Tender, including any discounts offered.
- 144 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 12.1.
- 145 It will be specified in the **TDS** if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, except incases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.
- 146 Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4, provided the Tenders for all lots (contracts) are opened at the same time.
- 147 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.
- 15.0 Currencies of Tender and Payment**
- 151 The currency(ies) of the Tender and the currency(ies) of payments shall be the same.
- 152 Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya shillings.
- a) A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya (referred to as “the foreign currency requirements”) shall (if so allowed in the **TDS**) indicate in the Appendix to Tender the percentage(s) of the Tender Price (excluding Provisional Sums), needed by the Tenderer for the payment of such foreign currency requirements, limited to no more than two foreign currencies.
- b) The rates of exchange to be used by the Tenderer in arriving at the local currency

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

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

16.0 Documents Comprising the Technical Proposal

The Tenderer shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Tender Forms, insufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work's requirements and the completion time.

17.0 Documents Establishing the Eligibility and Qualifications of the Tenderer

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

17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.

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

17.4 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

17.5 The purpose of the information described in **ITT 17.4** above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

17.6 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.4. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

- 17.7 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 17.8 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 17.9 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
 - ii) if the contract has been awarded to that tenderer, the contract award will be set aside depending on the outcome of (iii),
 - iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other person has committed any criminal offence.
- 17.10 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences of ITT 17.8 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

18.0 Period of Validity of Tenders

- 18.1. Tenders shall remain valid for the Tender Validity period specified in the **TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 22). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 18.2 In exceptional circumstances, prior to 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 response shall be made in writing. If a Tender Security is requested in accordance with ITT 19, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

19.0 Tender Security

- 19.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in the **TDS**, in original form and, in the case of a Tender Security, in the amount and currency **specified** in the **TDS**. A Tender-Securing Declaration shall use the form included in Section IV, Tender Forms.
- 19.2 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:

- I) cash;
 - ii) a bank guarantee;
 - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority;
 - (iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya, from a reputable source, and an eligible country.
- 193** If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.
- 194** If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.
- 195** If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and any other documents required in the TDS. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 196** The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security, and any other documents required in the TDS.
- 197** The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension there to provided by the Tenderer; or
 - b) if the successful Tenderer fails to: ~
 - i) sign the Contract in accordance with ITT 47; or
 - ii) furnish a Performance Security and if required in the TDS, and any other documents required in the TDS.
- 198** Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA to debar the Tenderer from participating in public procurement as provided in the law.
- 199** The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.
- 19.10** A tenderer shall not issue a tender security to guarantee itself.
- 200** **Format and Signing of Tender**
- 20.1** The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit

copies of the Tender, in the number specified in the **TDS** and clearly mark them “COPY.” In the event of any discrepancy between the origin and the copies, the original shall prevail.

- 202** Tenderers shall mark as “**CONFIDENTIAL**” all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 203** The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 204** In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 205** Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. SUBMISSION AND OPENING OF TENDERS

21.0 Sealing and Marking of Tenders

- 21.1** The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a) in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 11; and
 - b) in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
 - c) if alternative Tenders are permitted in accordance with ITT 13, and if relevant:
 - i) in an envelope or package or container marked “ORIGINAL –ALTERNATIVE TENDER”, the alternative Tender; and
 - ii) in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- a) bear the name and address of the Procuring Entity,
 - b) bear the name and address of the Tenderer; and
 - c) bear the name and Reference number of the Tender.
- 21.2** If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

22.0 Deadline for Submission of Tenders

- 22.1** Tenders must be received by the Procuring Entity at the address specified in the **TDS** and no later than the date and times specified in the **TDS**. When so specified in the **TDS**, tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the **TDS**.
- 22.2** The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Documents in accordance with ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall there after be subject to the deadline as extended.

23.0 Late Tenders

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

24.0 Withdrawal, Substitution, and Modification of Tenders

- 24.1** A Tenderer may withdraw, substitute, or modify its Tender after it as been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
- a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
 - b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.
- 24.2** Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.
- 24.3** No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

25. Tender Opening

- 25.1** Except in the cases specified in ITT 23 and ITT 24.2, the Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified **in the TDS**, in the presence of Tenderers' designated representatives who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 22.1, shall be as specified in the **TDS**.
- 25.2** 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.
- 25.3** Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution

and is read out at Tender opening.

- 254 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 255 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 256 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bill of Quantities (to be decided on by the tender opening committee) are to be initialed by the members of the tender opening committee attending the opening.
- 257 At the Tender Opening, the Procuring Entity’s shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).
- 258 The Procuring Entity shall prepare minutes of the Tender Opening that shall include, as a minimum: -
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) the Tender Price, per lot (contract) if applicable, including any discounts;
 - c) any alternative Tenders;
 - d) the presence or absence of a Tender Security, if new as required;
 - e) number of pages of each tender document submitted.
- 259 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers.

D. EVALUATION AND COMPARISON OF TENDERS

26. Confidentiality

- 261 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 43.
- 262 Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its tender.
- 263 Notwithstanding ITT 26.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any matter related to the tendering process, it shall do so in writing.

27.0 Clarification of Tenders

27.1 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Procuring Entity may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for a response. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the tenders, in accordance with ITT 31.

27.2 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.

28.0 Deviations, Reservations, and Omissions

28.1 During the evaluation of tenders, the following definitions apply: -

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

29.0 Determination of Responsiveness

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

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

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

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

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

30.0 Non-material Non-conformities

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

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

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

31.0 Arithmetical Errors

31.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

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

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

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

32.0 Conversion to Single Currency

For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as specified in the TDS.

33.0 Margin of Preference and Reservations

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

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

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

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

34.0 Nominated Subcontractors

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

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

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

35. Evaluation of Tenders

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

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

- a) Price adjustment in accordance with ITT 31.1 (iii); excluding provisional sums and contingencies, if any, but including Daywork items, where priced competitively;
- b) price adjustment due to discounts offered in accordance with ITT 14.4;
- c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 32;
- d) price adjustment due to quantifiable non material on-conformities in accordance with ITT 30.3; and any additional evaluation factors specified in the **TDS** and Section III, Evaluation and Qualification Criteria.

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

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

36.0 Comparison of tenders

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

37.0 Abnormally low tenders and abnormally high tenders

Abnormally Low Tenders

- 37.1** An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regard to the Tenderer's ability to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.
- 37.2** In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 37.3** After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally high tenders

- 37.4** An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money, or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 37.5** In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
 - ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.
- 37.6** If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38.0 Unbalanced and/ or front-loaded tenders

- 38.1** If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or frontloaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.
- 38.2** After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:

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

39.0 Qualifications of the tenderer

39.1 The Procuring Entity shall determine to its satisfaction whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Sub-contractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.

39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

40.0 Lowest evaluated tender

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

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

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

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 there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

E. AWARD OF CONTRACT

42.0 Award criteria

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

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

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) instruction son how to request a debriefing and/ or submit a complaint during the stand still period;

44.0 Stand still Period

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

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

45.0 Debriefing by The Procuring Entity

45.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, 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.

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

46.0 Letter of Award

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

47.0 Signing of Contract

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

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

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

48.0 Performance Security

48.1 Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

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

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

49.0 Publication of Procurement Contract

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

- a) name and address of the Procuring Entity;
- b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) the name of the successful Tenderer, the final total contract price, the contract duration;
- d) dates of signature, commencement and completion of contract;
- e) names of all Tenderers that submitted Tenders, and their Tender prices as readout at Tender opening.

50.0 Procurement related Complaints and Administrative Review

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




50.2 A request for administrative review shall be made in the form provided under contract forms.




SECTION II ~ TENDER DATA SHEET (TDS)


The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	<p>The name of the contract is TENDER FOR PROPOSED PHASE 1 CONSTRUCTION OF HERBARIUM AND OFFICES.</p> <p>The reference number of the Contract is KGN-GDD-024-2025</p>
ITT 2.4	The Information made available on competing firms is as follows:
ITT 2.4	<p>The firms that provided consulting services for the contract being tendered for are: N/A</p>
ITT 3.1	<p>Maximum number of members in the Joint Venture (JV) shall be: N/A</p>
B. Contents of Tender Document	
ITT 7.1	<p>i. The Tenderer will submit any request for clarifications in writing at the Address _____</p> <p>ii. to reach the Procuring Entity not later than 7 DAYS BEFORE TENDER CLOSURE</p> <p>iii. The Procuring Entity shall publish its response at the website : www.kengen.co.ke</p>
ITT 7.2	<p>SITE VISIT:</p> <p><i>There shall be a mandatory site visit at Olkaria Geothermal Plaza. Interested Bidders shall be required to convene at KenGen Geothermal Plaza in Olkaria, Naivasha as per date and venue provided below</i></p> <p>Date: 26th March 2025 Day: Wednesday Time: 10.00am Place: KENGEN GEOTHERMAL PLAZA IN OLKARIA</p> <p><i>The Contractor shall visit the sites and acquaint himself with its nature and position, the nature of the local conditions, positions of existing power, water and other services, access roads or any other limitations that might affect his cost or progress. No claims for extras shall be considered on account of lack of knowledge in this respect.</i></p> <p><i>Tenderers shall bare their own cost of the site visit.</i></p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is: KENYA ELECTRICITY GENERATING COMPANY PLC General Manager, Supply Chain Kenya Electricity Generating Company PLC Stima Plaza Phase III, Kolobot Road, Parklands P.O. BOX 47936-00100 Ground Floor tenders@kengen.co.ke
C. Preparation of Tenders	
ITT 11.1 (h)	The Tenderer shall submit the following additional documents in its Tender: <i>List of documentations to be submitted provided in SECTION III: EVALUATION CRITERIA</i>
ITT 13.1	Alternative Tenders SHALL NOT BE CONSIDERED
ITT 13.4	Alternative technical solutions SHALL NOT BE CONSIDERED
ITT 14.5	The prices quoted by the Tenderer shall be: FIXED
ITT 15.2 (a)	Foreign currency requirements NOT ALLOWED.
ITT 18.1	The Tender validity period shall be <u>154 days.</u>
ITT 18.3	(a) The Number of days beyond the expiry of the initial tender validity period will be <u>30 days.</u> (b) The Tender price shall be adjusted N/A
ITT 19.1	Tender shall provide a Tender-Securing Declaration
D. Submission and Opening of Tenders	
ITT 22.1	Date and time for submission of Tenders Date: 8 th April 2025 Day: Tuesday Time: 10.00am Method: Electronically
ITT 22.1	<i>Electronic –Procurement System</i> <i>The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process via</i> /www.kengen.co.ke (https://eprocurement.kengen.co.ke:50001/irj/portal/)

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	<p>Internet Explorer and Firefox Mozilla are the Preferred web browsers.</p> <p>1. For suppliers registering for the first time using the link https://supplierregistration.kengen.co.ke:4302/slc_selfreg(bD11biZjPTMwMCZkPW1pbg==)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP ensure the “Public Tender” checkbox is ticked so that the login details are sent to suppliers automatically.</p>  <p>2. It is a mandatory requirement all Documents MUST be uploaded to the SRM System through the link https://eprocurement.kengen.co.ke:50001/irj/portal found on www.kengen.co.ke.</p>  <p>After clicking on the Event Number, then click on Register (for Open tenders), then click on ‘Create Response’, bidders to click on ‘Technical RFX Response’ tab to access the cfolder page to upload your document.</p> <p><u>Instructions to Bidders: Caution on Uploading Bid Documents</u></p> <p>a. Preferred Submission Method: Bidders are advised to use the C-Folder for submitting their tenders. This platform is specifically designed to handle bulky technical bid documents of up to 99MB per file.</p> <p>b. Exceeding File Size Limit: In the event that the bid response exceeds the 99MB limit: -</p> <p>i. Bidders should try to compress the pdf file first to file size less than 99MB and if compressing doesn't reduce the file size consider option (ii) below.</p> <p>ii. Split the documents into two or more separate files before submission. This ensures the integrity of the tendering process and accurate evaluation of all necessary information.</p> <p>c. Bids uploaded on “Notes and Attachments Tab” may have a transmission failure and the bid may not be successfully received through the system and KenGen will not be held accountable for failure to transmit on eProcurement portal.</p> <p>d. Assistance and Inquiries: For any questions or further assistance, bidders are encouraged to reach out to the team at least 24 hours before submission deadline through eprocurement@kengen.co.ke ; or tenders@kengen.co.ke ; or visit our offices through the Karibu Centre.</p> <ul style="list-style-type: none"> Prices MUST be entered under item tab of the RFX and MUST be similar to the prices in the price/BoQ Schedule.  <ul style="list-style-type: none"> Bidders should confirm on the supplier portal that the status of their RFX response shows “Submitted” and not “Saved” to ensure their RFX response is submitted. <table border="1" data-bbox="383 1881 1356 1982"> <thead> <tr> <th>Event Number</th> <th>Event Description</th> <th>Event Type</th> <th>Event Status</th> <th>Start Date</th> <th>End Date</th> <th>Response Number</th> <th>Response Status</th> </tr> </thead> <tbody> <tr> <td>500000</td> <td>Test Bid Invite : to Bidders</td> <td>Open Tendering</td> <td>Published</td> <td></td> <td>22.09.2022</td> <td>6000000</td> <td>Saved</td> </tr> <tr> <td>600000</td> <td>Test 4 : in sus portal</td> <td>Open Tendering</td> <td>Published</td> <td></td> <td>16.02.2022</td> <td>6000000</td> <td>Submitted</td> </tr> </tbody> </table>	Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status	500000	Test Bid Invite : to Bidders	Open Tendering	Published		22.09.2022	6000000	Saved	600000	Test 4 : in sus portal	Open Tendering	Published		16.02.2022	6000000	Submitted
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ITT 25.1	<p>The Tender opening shall take place at the time and the address for Opening of Tenders provided below:</p> <p style="text-align: center;">General Manager; Supply Chain Kenya Electricity Generating Company PLC Stima Plaza Phase III, Kolobot Road, Parklands P.O. BOX 47936-00100 Ground Floor</p>
ITT 25.1	<p><i>Electronic –Procurement System</i></p> <p><i>The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process via</i> www.kengen.co.ke (https://eprocurement.kengen.co.ke:50001/irj/portal/)</p> <p>Internet Explorer and Firefox Mozilla are the Preferred web browsers.</p> <p>3. For suppliers registering for the first time using the link https://supplierregistration.kengen.co.ke:4302/slc_selfreg(bD11biZjPTMwMCZkPW1pbg==)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP ensure the “Public Tender” checkbox is ticked so that the login details are sent to suppliers automatically.</p>  <p>4. It is a mandatory requirement all Documents MUST be uploaded to the SRM System through the link https://eprocurement.kengen.co.ke:50001/irj/portal found on www.kengen.co.ke.</p>  <p>After clicking on the Event Number, then click on Register (for Open tenders), then click on ‘Create Response’, bidders to click on ‘Technical RFX Response’ tab to access the cfolder page to upload your document.</p> <p><u>Instructions to Bidders: Caution on Uploading Bid Documents</u></p> <p>a. Preferred Submission Method: Bidders are advised to use the C-Folder for submitting their tenders. This platform is specifically designed to handle bulky technical bid documents of up to 99MB per file.</p> <p>b. Exceeding File Size Limit: In the event that the bid response exceeds the 99MB limit: -</p> <p>i. Bidders should try to compress the pdf file first to file size less than 99MB and if compressing doesn’t reduce the file size consider option (ii) below.</p>

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ITT 25.1	<p>TIME AND DATE FOR TENDER OPENING: DAY: ~ Tuesday DATE: ~ 8th April 2025 TIME: ~ 10.30 a.m VENUE: ~ KENYA ELECTRICITY GENERATING COMPANY PLC; STIMA PLAZA, KOLOBOT ROAD, NAIROBI</p>																								
E. Evaluation, and Comparison of Tenders																									
ITT 32.1	<p>The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: KENYA SHILLINGS</p> <p>The source of exchange rate shall be: The Central bank of Kenya (mean rate)</p> <p>The date for the exchange rate shall be: the deadline date for Submission of the Tenders.</p> <p><i>For comparison of Tenders, the Tender Price, corrected pursuant to ITT 31, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Tenderer in accordance with ITT 15.1.</i></p>																								

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<i>In the second step, the Procuring Entity will convert the amounts in various currencies in which the Tender Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date, stipulated above.</i>
ITT 33.4	ELIGIBLE TENDERERS The Invitation for Tenders is reserved for enterprises owned by PWD who meet qualification criteria pursuant to PPADA 2015 and other relevant Government of Kenya regulations
ITT 35.2 (e)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
F. AWARD	
ITT 42.0	The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated and compliant Tender.
ITT 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: <i>[insert full name of person receiving complaints]</i></p> <p>Title/position: <i>[insert title/position]</i></p> <p>Procuring Entity: KENYA ELECTRICITY GENERATING COMPANY PLC</p> <p>Email address: www.kengen.co.ke.</p> <p>In summary, a Procurement-related Complaint may challenge any of the following (among others):</p> <p>(i) the terms of the Tender Documents; and</p> <p>(ii) the Procuring Entity’s decision to award the contract.</p>

SECTION III ~ EVALUATION AND QUALIFICATION CRITERIA

10 GENERAL PROVISIONS

- 11 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity shall use **the Standard Tender Evaluation Document for Goods and Works** for evaluating Tenders.
- 12 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
 - b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
- (a) Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

13 EVALUATION AND CONTRACT AWARD CRITERIA

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that

- (i) meets the qualification criteria,
- (ii) has been determined to be substantially responsive to the Tender Documents,
- (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2.0 PRELIMINARY EXAMINATION FOR DETERMINATION OF RESPONSIVENESS

Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate, a template may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender]

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

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last for determinations made on projects executed within the last **FIVE (5) YEARS** of Tender Opening Date. The required information shall be furnished in

the appropriate form. **Nondisclosure** shall lead to disqualification.

b) Pending Litigation

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

c) Litigation History

All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or on going under its execution over the years specified.

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last **THREE (3) YEARS** from the date of Tender Opening. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender. **Nondisclosure** shall lead to disqualification.

STAGE 1: PRELIMINARY EVALUATION CRITERIA

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

NOS.	Requirements	TICK TO CONFIRM COMPLIANCE	Page Reference
MR-1	The tender has been dully signed by the person lawfully authorized to do so through a tender specific Power of Attorney.		
MR-2	Provide Certified Copy of Registration Certificate /Certificate of Incorporation		
MR-3	Valid copy of the business permit		
MR-4	Copy VALID Tax Compliance Certificate at the time of Tender closing day or a Tax Exemption from KRA		
MR-5	Copy of current registration with NATIONAL CONSTRUCTION AUTHORITY - NCA 1 to NCA 6 FOR BUILDING WORKS CONTRACTOR. (<i>Attach valid copies of Registration Certificates and Corresponding Current Annual Practicing Licenses</i>)		
MR-6	Provide valid AGPO certificate – PWD		
MR-7	Copy of CR 12 issued within 6 months before tender closure date (Not Applicable to sole Proprietors)		
MR-8	Copies of IDs of all directors listed in the CR12 or for the Sole Proprietor		
MR-9	Tender validity duration 154 days from the date of opening		
MR-10	Duly filled, signed and stamped Tender Form {MUST be in Tenderer’s letter head}		
MR-11	Duly Filled, Signed and stamped Tender Securing Declaration Form. {MUST be in Tenderer’s letter head}		

MR-12	Duly Filled, Signed and stamped Confidential Business Questionnaire (FORM ELI – 2) {MUST be in Tenderer's letter head}		
MR-13	Dully filled, signed and stamped SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.		
MR-14	Dully filled, signed and stamped SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.		
MR-15	Duly filled, signed and stamped CERTIFICATE OF INDEPENDENT TENDER DETERMINATION		
MR-16	Duly filled and signed DECLARATION AND COMMITMENT TO THE CODE OF ETHICS		
MR-17	Duly Signed Site Visit Certificate		
MR-18	Duly filled, Signed and Stamped DECLARATION OF KNOWLEDGE OF SITE (Form CON-4)		
MR-19	Duly Filled, Signed and Stamped Addendum(s)/Clarification(s) issued must be attached (Where Applicable)		
MR-20	The Tender MUST be submitted in the required format and serialized (paginated) on each page of the bid submitted, Sec.74.1.i. of the PPADA, 2015.		
MR-21	Tender documents Must be submitted through our e-procurement platform found at www.kengen.co.ke (https://eprocurement.kengen.co.ke:50001/irj/portal)		
MR-22	Attached Copy of National Council of persons with Disabilities (NCPWD) Registration certificate		

Note:

Where Certification is required, the certification shall be by a Commissioner of Oath (whose name, address and contact details are provided; Certification MUST be dated; Certification MUST be current and within the last 6 months of this Tender)

STAGE 2: TECHNICAL EVALUATION CRITERIA

Technical evaluation carried out only if the tender is determined to be responsive to the preliminary examination. Bidder must demonstrate conformance to the all the technical specifications. The following MUST be provided in the bid document: -

NOS	Requirements	TICK CONFIRM COMPLIANCE	TO Page Reference
TR-1	Provide Information on history on Non-Performing Contracts, <i>where applicable</i> ; (Duly filled, signed and Certified Form CON 2)		
TR-2	Provide Information on Litigation History of the Firm; and Current Litigations <i>where applicable</i> ; Duly filled, signed and Certified Form CON 2)		
TR-3	Tenderer to provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued (Duly filled, signed and Certified Form FIN 3.4 CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS)		
TR-4	Provide details of technical personnel and their CVs to be provided in accordance with CV Template in this tender document; Reference SECTION V (B)		
TR-5	The Contractor MUST demonstrate access to key equipment requirements as necessary to undertake the work. Ref. SECTION V (C)		
TR-6	Provide an Environmental, Social, Health, and Safety (ESHS) Management Plan, prepared by DOSH Member, who shall provide their Valid Certificate as DOSH Approved Inspector or Safety and Health Advisor. The DOSH Approved Inspector or Safety and Health Advisor MUST stamp and sign the Environmental, Social, Health, and Safety (ESHS) Management Plan on all pages of the document. <i>For the successful bidder, this shall be reviewed and / or revised within 14 days from commencement of project by the Contractor's DOSH Approved Inspector or Safety and Health Advisor.</i>		

NOS	Requirements	TICK CONFIRM COMPLIANCE	TO Page Reference
TR-7	Provide Works Methodology commensurate with key requirements of undertaking the works herein this tender.		
TR-8	Provide Program of Works, indicative of timelines to complete the project in accordance with this Project Duration provided Tender.		

Note:

Where Certification is required, the certification shall be by a Commissioner of Oath (whose name, address and contact details are provided; Certification MUST be dated; Certification MUST be current and within the last 6 months of this Tender)

STAGE 3. FINANCIAL EVALUATION

The Tenderer **MUST** demonstrate that they have sufficient funding to implement the project. The Tenderer shall, therefore, demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated at a minimum of **60% of Tenderer's Tender** for the subject contract(s) net of the Tenderer's other commitments. The Tenderer is informed that interim payments **SHALL NOT** be a precondition for continued works unless where the valuation of works undertaken is **60% of Tenderer's Tender Price**, or more and the contractor is yet to receive any payments from the procuring entity.

Financial evaluation shall involve checking the completeness of financial bids. These are mandatory requirements and, not providing shall lead to disqualification of bid.

No	Requirements	TICK TO CONFIRM COMPLIANCE	Page Reference
FR 1	The Price Schedule shall be duly filled and completed in its entirety. Any prices omitted from any section or part of the price schedule shall lead to rejection of the bid. The Price Schedule shall be signed on every page by persons authorized to sign this tender.		
FR2	The Contractor is required to provide a valid financing tender-specific commitment letter (i.e through a line of credit or letter of access to credit facility issued by a recognized financial institution in KENYA) including Banks, SACCOs and/or Youth Enterprise fund demonstrating willingness to finance the tenderer at least 60% of Tenderer's Tender Price . The Tender-specific commitment letter MUST be current and issued within the last one month of tender closing date and addressed to the procuring entity. The procuring entity shall establish authenticity of the provided document with the issuing institution.		
FR3	Other Sources of finances: The Contractor is required to specify sources of financing, such as liquid assets, unencumbered real assets, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts (Provide a Duly Filled and signed, FORM FIN – 3.3: FINANCIAL RESOURCES)		
FR 4	Comparison of prices of compliant evaluated bidders. The Lowest evaluated and compliant bidder to be determined.		

Note:

Where Certification is required, the certification shall be by a Commissioner of Oath (whose name, address and contact details are provided; Certification MUST be dated; Certification MUST be current and within the last 6 months of this Tender)

STAGE 4. DUE DILIGENCE

Award of Contract shall be based on a Bidder who whose tender has been determined to be substantially responsive to the tendering documents and who has offered the **lowest evaluated tender price**, provided that such Bidder has been determined to be: -

- (a) eligible
- (b) Qualified

In addition: -

The Procuring Entity may determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria herein; this shall be done by determining the **AUTHENTICITY** and **TRUTHFULNESS** of all submitted documents.

The determination will take into account the Bidder's eligibility, financial, technical, and production capabilities. It will be based upon examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to qualifying and eligibility criteria as set out in this tender, as well as such other information as the Procuring Entity deems necessary and appropriate. Factors not included in these Tendering documents shall not be used in the evaluation of the Bidder's qualifications.

An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Tender, in which event the Procuring Entity will proceed to the next lowest evaluated Tender to make a similar determination of that Bidder's capabilities to perform satisfactorily.

QUALIFICATION FORM*

As applicable

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	<i>Document To be Completed by Tenderer</i>	<i>For Procuring Entity's Use (Qualification met or Not Met)</i>
1	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by Kenya Revenue Authority in accordance with ITT 3.14.	Attachment	
3	Conflict of Interest	No conflicts of interest in accordance with ITT 3.3	Form of Tender	
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.7	Form of Tender	
5	State- owned Enterprise	Meets conditions of ITT 3.8	Forms ELI – 1.1 and 1.2, with attachments	
6	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI – 1.1 and 1.2, with attachments	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
7	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1 st January 2010	Form CON-2	
8	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Form of Tender	
9	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON – 2	
10	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1 st January 2010	Form CON – 2	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
11	Financial Capabilities	<p>(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings..... <i>[insert amount]</i> equivalent for the subject contract(s) net of the Tenderer's other commitments.</p> <p>(ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last..... <i>[insert number of years]</i> years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.</p>	Form FIN – 3.1, with attachments	
		Minimum average annual construction turnover of Kenya		

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
12	Average Annual Construction Turnover	Shillings <i>[insert amount]</i> , equivalent calculated as total certified payments received for contracts in progress and/or completed within the last <i>[insert of year]</i> years, divided by..... <i>[insert number of years]</i> years	Form FIN – 3.2	
13	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last..... <i>[insert number of years]</i> years, starting 1 st January..... <i>[insert year]</i> .	Form EXP – 4.1	
14	Specific Construction & Contract Management Experience	A minimum number of <i>[state the number]</i> similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January <i>[insert year]</i> and tender submission deadline i.e.(number) contracts, each of minimum value Kenya shillings..... equivalent. <i>[In case the Works are to be tender as individual contracts under multiple contract procedure, the minimum number of contracts required for purposes of</i>	Form EXP 4.2(a)	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	<i>Document To be Completed by Tenderer</i>	<i>For Procuring Entity's Use (Qualification met or Not Met)</i>
		<p><i>evaluating qualification shall be selected from the options mentioned in ITT 35.4]</i></p> <p>The similarity of the contracts shall be based on the following:</p> <p><i>[Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITT 34.3]</i></p>		

SECTION IV - TENDERING DOCUMENTS

TENDERING FORMS



SITE VISIT CERTIFICATE

This is to certify that **(IN BLOCK LETTERS)**

Name:

Cell Phone No:

Email:

Being the authorized representative of **(IN BLOCK LETTERS)**

M/S [*Firm/Company*]

Official Tel No

Official Email:

Participated in the organized inspection visit of the site of the works for:

KGN-GDD-024-2025

TENDER FOR PROPOSED PHASE 1 CONSTRUCTION OF HERBARIUM AND OFFICES.

Held on Day of 20

To be filled by KenGen Representative

..... <i>(Name of KenGen's Representative)</i> <i>(Name of KenGen's Representative)</i>
..... <i>(Designation)</i> <i>(Designation)</i>
..... <i>Signature</i> <i>Signature</i>

NOTE: This form is to be completed at the time of the organized site visit; Bidder to bring along with him duly filled site visit certificate during the site visit

TENDER-SECURING DECLARATION FORM

{To be filled in Tenderer's letter head}

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

Date: [insert **date** (as day, month and year)]

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

To: **Kenya Electricity Generating Company PLC**

We, the undersigned, declare that:

- 1) We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.
- 2) We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time of **2 YEARS** starting on “**THIS TENDER SUBMISSION DATE**”, if we are in breach of our obligation(s) under the Tender conditions, because we:-
 - a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
 - b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity,
 - i. Fail or refuse to execute the Contract, if and when required, or
 - ii. Fail or refuse to furnish the Performance Security (bond / guarantee) (bond / guarantee), in accordance with the ITT.
 - c) We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of:-
 - i. Our receipt of your notification to us of the name of the successful Tenderer; or
 - ii. Thirty days after the expiration of our Tender.
 - d) We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: *[insert signature of person whose name and capacity are shown]* in the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

FORM OF TENDER

{To be filled in Tenderer’s letter head}

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

INSTRUCTIONS TO TENDERERS

- i) *All italicized text is to help the Tenderer in preparing this form.*
- ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer’s complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (xxii) below.*

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

Tender Name.....

Identification:.....
[insert identification]

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

To:.....
[Insert complete name of Procuring Entity]

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: KENYA ELECTRICITY GENERATING COMPANY PLC

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

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

..... *[Amount in figures]* Kenya Shillings *[amount in words]*
.....

The above amount includes foreign currency ² 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 Client 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 abide by this tender until.....
[Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. 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 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:

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

.....
.....

[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, Employer's Representative, 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) **Beneficial Ownership Information:** We commit to provide to the procuring entity the

Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

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

- a) Tenderer's Eligibility; Confidential Business Questionnaire - to establish we are not in any conflict of interest.
- c) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.
- d) Self-Declaration of the Tenderer - to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
- e) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

Name of the Tenderer:

.....
*[insert complete name of person signing the Tender]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:

.....
*[insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender:

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

Signature of the person named above:

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

Date signed..... [insert date of signing] day of [insert month]
..... [insert year]

Date signedday 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.*

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 Kenya shillings..... [*insert amount*] 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;
 - (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.

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 thisday 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:
5.
 - (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.

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

.....
[Date]

.....
[Signature of the Guarantor]

.....
[Witness]

.....
[Seal]

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

NOTARIZED POWER OF ATTORNEY

REPUBLIC OF KENYA

GENERAL POWER OF ATTORNEY

We, *{insert name of company}* a limited liability company incorporated in the Republic of Kenya of *{insert physical address of company}* (hereinafter referred to as the “company”) DO HEREBY appoint

..... *{insert name of the appointed attorney, his/her ID No, Role in company, physical address and contact details}* to be our lawful Attorney and Agent with full powers to act for the Company in every respect and in all matters of the company and to act, conduct and manage all affairs in relation to the day to day running of the aforesaid company as he thinks fit with power to execute documents at his discretion.

AND WE HEREBY AGREE to ratify and confirm from time to time and at all times whatsoever and our said Attorney shall lawfully do or cause to be done by virtue of this deed.

IN WITNESS WHEREOF the Company has caused its Common Seal to be affixed hereunto this.....day of.....2023.

SEALED with the common)
Seal of)
{ the company })
In the Presence of:)
)
)
)
)
)
Director)
)
)
)
Director/Secretary)
)
)
)
Advocate and Commissioner of Oath)

*(Fill on Separate Sheet in case of more persons); (This form **MUST** to be notarized by a commissioner of oath;)*

MANUFACTURER’S AUTHORIZATION FORM

(MUST be on Letterhead of the Manufacturer)

To

 [name of the Procuring entity]

WHEREAS[*name of the manufacturer*] who are established and reputable manufacturers of [*name and/or description of the goods*] having factories at [*address of factory*] do hereby authorize [*name and address of Supplier / Contractor*] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. [*reference of the Tender*] for the above goods manufactured by us.

 [*signature for and on behalf of manufacturer*]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person authorized.

WARRANTY FORM

(To be provided by manufacturer of the equipment, in their format)

QUALIFICATION FORMS

TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION

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

FORM ELI ~1.1

Tenderer Information Form

Date:.....

ITT No. and title:.....

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration:
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information
Name:
Address:.....
Telephone/Fax numbers:
E-mail address:
<p>1. Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5</p> <p><input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing:</p> <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law

1. Establishing that the Tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart and a list of Board of Directors

Sign: Contractor's Representative or Key Personnel:

.....
[insert name]

.....
Signature:

.....
Date: (day month year):

FORM ELI -1.2

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

Date:

ITT No. and title:

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

Sign: Contractor's Representative or Key Personnel:

.....
[insert name]

.....
Signature:

.....
Date: (day month year):

FORM ELI - 2: CONFIDENTIAL BUSINESS QUESTIONNAIRE

{To be filled in Tenderer's letter head}

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.

Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer. Physical Address <i>{Postal Address; Location; City; Country Building; Floor; Door No.}</i> Name and email of contact person. Phone Number of cContact Person Email of Company 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	

	ITEM	DESCRIPTION
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

(a) **Sole Proprietor**, provide the following details.

Name in full.....

Age.....

Nationality.....

Country of Origin.....

Citizenship.....

(b) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				
4				

(c) **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				
4				

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

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

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			
4			

iii. Conflict of interest disclosure

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

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
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.

Name of Authorised Representative

Title or Designation

(Signature)

(Date)

FORM ELI -3 FOREIGN TENDERERS 40%RULE

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

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				

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

FORM CON – 2: HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY

Bidder’s Name: _____

Date: _____

Joint Venture Member’s Name _____

RFB No. and title: _____

Page _____ of _____ pages.....

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January 2015 specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1. <input type="checkbox"/> Contract(s) not performed since 1 st January 2015 specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			

No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.

Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria

No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.

Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Sign: Contractor's Representative or Key Personnel:

.....
[insert name]

.....
Signature:

.....
Date: (day month year):

FORM CON-3: DECLARATION FORM – FAIR EMPLOYMENT LAW AND PRACTICES

Date: _____

Tender No _____

Tender Name: _____

To: {Employer Name}

We _____ (name and address of bidder), declare the following:

1. Have not been involved in and will not be involved in violation of fair employment laws and practices.
2. THAT what is declared hereinabove is true to the best of my knowledge, information and belief

Sign: Contractor’s Representative or Key Personnel:

.....
.....
[insert name]

.....
.....
Signature: _____ Date: (day month year): _____

(to be completed post award)

FORM CON – 4: DECLARATION OF KNOWLEDGE OF SITE

This is to certify that
(Name); Being the authorized representative/Agent

.....
.....
..... [Name
and address of of bidder]; Has familiarised himself/herself with the Site conditions in accordance
with the Instructions to bidders and the Tender Notice for purposes of bidding for this project.

KGN-GDD-024-2025

TENDER FOR PROPOSED PHASE 1 CONSTRUCTION OF HERBARIUM AND OFFICES

Declaration:

Having studied the tender Documents, and gained knowledge of local conditions on site likely to influence the works and cost thereof, I certify that I am satisfied with the description of the works and understand the scope of works as specified and as implied in this tender.

Sign: Contractor’s Representative or Key Personnel:

.....
.....
[insert name]

.....
.....
Signature: Date: (day month year):

FORM EQU-1: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. **KEY EQUIPMENT REF. SECTION V (C): KEY EQUIPMENT REQUIREMENTS.**

(A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer)

Item of equipment		Reg. No.
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Details of Lessor	Name of Lessor	
	Address of owner	
	Telephone	Contact name and title
	Email	Telex / Fax
Lease / Rental / Manufacture Agreements <i>Provide Details of rental / lease / manufacture agreements specific to the project</i>		

(Use additional sheets for EXTRA equipment)

FORM PER -1: ~ CONTRACTOR'S REPRESENTATIVE AND KEY PERSONNEL SCHEDULE

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate. **Key Personnel Ref. SECTION V (B): KEY PERSONNEL REQUIREMENTS**

Contractor' Representative and Key Personnel

Name of Tenderer

Nos	Name of candidate:	Title of Position:
1		
2		
3		
4		
5		
6		
7		

Nos	Name of candidate:	Title of Position:
8		
9		
10		

Detailed CV of the key personnel to be provided in Form PER-2

Sign: Contractor's Representative or Key Personnel:

.....
[insert name]

.....
Signature:

.....
Date: (day month year):

{A separate Form to be filled for each of the other Key Personnel by the Tenderer}

FORM PER - 2: RESUME AND DECLARATION - CONTRACTOR'S REPRESENTATIVE AND KEY PERSONNEL.

{A separate CV Form to be filled for each of the other Key Personnel by the Tenderer}

Name of Tenderer

Position [# 1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Phone No:
	Address:	E-mail:
	Professional Registrations:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
	Years of Experience	

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

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

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

Declaration

I, the undersigned
[insert either "Contractor's Representative" or "Key Personnel" as applicable], certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience. I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

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

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

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

Sign: Contractor's Key Personnel:

.....
[insert name]

.....
Signature:

.....
Date: (day month year):

Countersignature of authorized representative of the Tenderer:

.....
[insert name]

.....
Signature:

.....
Date: (day month year):

{A separate CV Form to be filled for each of the other Key Personnel by the Tenderer}

FORM FIN – 3.1: FINANCIAL SITUATION AND PERFORMANCE

Tenderer's Name:

Date:

JV Member's Name.....

ITT No. and title:

5.4.1 Financial documents

The Tenderer and its parties shall provide copies of financial statements for 3 YEARS PRIOR TO TENDER CLOSING DATE pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

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

Attached are copies of financial statements³ for the 3 YEARS PRIOR TO TENDER CLOSING DATE required above; and complying with the requirements.

NOTE 1:

All pages of the Financial Audit Reports must be initialled and stamped by both a practicing Auditor registered with ICPAK and one of the Directors of the company or Authorised Representative. The practicing Auditor shall be responsible for determining the financial aspects in table below and certify them.

NOTE 2:

The Auditor's practicing membership number from ICPAK must be indicated and a valid and certified practicing license shall be attached with this bid.

5.4.2. Financial Data

Type of Financial information in _____ (currency)	Historic information for previous <i>3 YEARS</i>				
	(Amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					

³ If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					
Financial Ratios					
Current Ratio 1:1					
Debt to Equity Ratio of less than 2.33 times					
Operating Cash Flow Ratio					
At least one year out of the recent Three years of positive Profit before Tax					
Positive net worth in their audited balance sheet					

*Refer to ITT 15 for the exchange rate

Sign: Contractor's Representative or Key Personnel:

.....
[insert name]

.....
Signature:

.....
Date: (day month year):

Countersign and Stamp: Contractor's Financial Auditor

.....
[insert name]

.....
Signature:

.....
Date: (day month year):

REQUIRMENT:

- a) All pages of the Financial Audit Reports must be initialled and stamped by both a practicing Auditor registered with ICPAK and one of the Directors of the company or Authorised Representative.*
- b) The practicing Auditor shall be responsible for determining the financial data and certify them.*
- c) The Auditor's valid practicing certificate/licence and membership number from ICPAK must be provided and attached with this bid.*

FORM FIN – 3.2: AVERAGE ANNUAL CONSTRUCTION TURNOVER

Tenderer’s Name:

Date:

JV Member’s Name.....

ITT No. and title:

The Contractor shall be required to demonstrate an annual construction turnover of **KES. 15,000,000** and above. This section to be filled by the Contractor’s Financial Auditor.

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
1			
2			
3			
4			
5			
Average Annual Construction Turnover *			

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

Sign: Contractor’s Representative or Key Personnel:

.....
[insert name]

.....
Signature:

.....
Date: (day month year):

Countersign and Stamp: Contractor’s Financial Auditor

.....
[insert name]

.....
Signature:

REQUIRMENT:

- d) All pages of the Financial Audit Reports must be initialled and stamped by both a practicing Auditor registered with ICPAK and one of the Directors of the company or Authorised Representative.*
- e) The practicing Auditor shall be responsible for determining the financial data and certify them.*
- f) The Auditor's valid practicing certificate/licence and membership number from ICPAK must be provided and attached with this bid.*

FORM FIN – 3.3: FINANCIAL RESOURCES

The Tenderer **MUST** demonstrate that they have sufficient funding to implement the project. The Tenderer shall, therefore, demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated at a minimum of **60% of Tenderer’s Tender** for the subject contract(s) net of the Tenderer's other commitments. The Tenderer is informed that interim payments **SHALL NOT** be a precondition for continued works unless where the valuation of works undertaken is **60% of Tenderer’s Tender Price**, or more and the contractor is yet to receive any payments from the procuring entity.

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

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1		
2		
3		
4		
5		

Sign: Contractor’s Representative or Key Personnel:

.....
 [insert name]

.....
 Signature:

.....
 Date: (day month year):

Sign: Contractor’s Financial Auditor

.....
 [insert name]

.....
 Signature:

REQUIRMENT:

- g) All pages of the Financial Audit Reports must be initialled and stamped by both a practicing Auditor registered with ICPAK and one of the Directors of the company or Authorised Representative.
- h) The practicing Auditor shall be responsible for determining the financial data and certify them.

- i) The Auditor's valid practicing certificate/licence and membership number from ICPAK must be provided and attached with this bid.*

FORM FIN – 3.4: CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS

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

<p>Current Contract Commitments</p>
--

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

Sign: Contractor's Representative or Key Personnel:

.....
 [insert name]

.....
 Signature: Date: (day month year):

Countersign and Stamp: Contractor's Financial Auditor

.....
[insert name]

.....
Signature:

REQUIRMENT:

- a) *All pages of the Financial Audit Reports must be initialled and stamped by both a practicing Auditor registered with ICPAK and one of the Directors of the company or Authorised Representative.*
- b) *The practicing Auditor shall be responsible for determining the financial data and certify them.*
- c) *The Auditor's valid practicing certificate/licence and membership number from ICPAK must be provided and attached with this bid.*

FORM EXP - 4.: GENERAL CONSTRUCTION EXPERIENCE

Tenderer's Name:

Date:

JV Member's Name.....

ITT No. and title:

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		<p>.....</p> <p><i>Contract name:</i></p> <p>.....</p> <p><i>Brief Description of the Works performed by the Tenderer</i></p> <p>.....</p> <p><i>Location of the Works</i></p> <p>.....</p> <p><i>Amount of contract:</i></p> <p>.....</p> <p><i>Name of Procuring Entity:</i></p> <p>.....</p> <p><i>Physical Address:</i></p> <p>.....</p> <p><i>Phone Number</i></p> <p>.....</p> <p><i>Email Address:</i></p> <p>.....</p>	

Sign: Contractor's Representative or Key Personnel:

.....
[insert name]

.....
Signature: *Date: (day month year):*

Add additional Sheets for more General Construction Experience information

FORM EXP - 4.2(A): SPECIFIC CONSTRUCTION AND CONTRACT MANAGEMENT EXPERIENCE

Tenderer's Name:

Date:

JV Member's Name.....

ITT No. and title:

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				Kenya Shilling
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				

Sign: Contractor's Representative or Key Personnel:

.....
[insert name]

.....
Signature:

.....
Date: (day month year):

Add additional Sheets for more General Construction Experience information

FORM EXP - 4.2 (A): SPECIFIC CONSTRUCTION AND CONTRACT MANAGEMENT EXPERIENCE

Tenderer's Name:

Date:

JV Member's Name.....

ITT No. and title:

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member JV <input type="checkbox"/>	in Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				Kenya Shilling
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				

Sign: Contractor's Representative or Key Personnel:

.....
[insert name]

.....
Signature:

.....
Date: (day month year):

Add additional Sheets for more General Construction Experience information

FORM EXP ~ 4.2 (A) (CONT.): SPECIFIC CONSTRUCTION AND CONTRACT MANAGEMENT EXPERIENCE (CONT.)

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

Sign: Contractor’s Representative or Key Personnel:

.....
[insert name]

.....
Signature: *Date: (day month year):*

Add additional Sheets for more General Construction Experience information

FORM EXP - 4.2 (B): CONSTRUCTION EXPERIENCE IN KEY ACTIVITIES

Tenderer's Name:

Date:

Tenderer's JV Member Name:

Sub-contractor's Name⁴ (as per ITT 34):

ITT No. and title:

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

1. Key Activity No One:

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member JV <input type="checkbox"/>	in Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			Kenya Shillings	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (iii)
Year 1				
Year 2				
Year 3				

⁴ If applicable

	Information		
Year 4			
Procuring Entity's Name:			
Address:			
Telephone/fax number			
E-mail:			

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

Sign: Contractor's Representative or Key Personnel:

.....
 [insert name]

.....
 Signature:

.....
 Date: (day month year):

Add additional Sheets for more General Construction Experience information

SELF- DECLARATION FORMS

FORM SD1: SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

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

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

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2: SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

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

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

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

FORM SD3: DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory

Sign

Position.

Office address

Telephone

E-mail

Name of the Firm/Company

Date.

(Company Seal/ Rubber Stamp where applicable)

Witness

Name

Sign

Date

FORM SD4 - CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

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

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name of Authorised Representative

Title or Designation

(Signature)

(Date)

APPENDIX 1 - FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

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

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

- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or as set disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that subsection commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable.
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
 - a) Shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered in to, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontract or for the tender to whom was awarded contract, or a

member of the group of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
 - 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated, and all costs incurred by the public entity shall be made good by the awarding officer. Etc.
3. In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - iv) "obstructive practice" is:
 - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
 - b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices

at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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

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

APPENDIX TO TENDER

Schedule of Currency requirements

Summary of currencies of the KGN-GDD-024-2025

TENDER FOR PROPOSED PHASE 1 CONSTRUCTION OF HERBARIUM AND OFFICES.

.....
[insert name of Section of the Works]

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency:	KENYA SHILLINGS
Foreign currency #1:	UNITED STATES DOLLARS
Foreign currency #2:	EURO
Foreign currency #3:	STERLING POUND
Provisional sums expressed in local currency	KENYA SHILLINGS

PART II ~ WORKS REQUIREMENTS

SECTION V: WORKS REQUIREMENTS

SECTION V (A) - TECHNICAL SPECIFICATIONS

The Scope of Works include the following:

- a. Preliminary Works
- b. Foundation Design
- c. Foundation/ Substructure Works
- d. Superstructure Works
- e. Roofing
- f. Plumbing and Sanitary Works
- g. Electrical Works

SPECIFICATIONS: GENERAL

5.1	GENERAL	All materials used on the works shall be new and of the qualities and kinds specified herein and equal to approve samples. Deliveries shall be made sufficiently in advance to enable samples to be taken and tested if required. No materials shall be used until approved and all materials which are not approved or which are damaged, contaminated or have deteriorated in any way or do not comply in any way with the requirements of this specification shall be rejected and shall be immediately removed from the site at the Contractor's expense.
5.1.1	Discrepancies in descriptions	Descriptions of materials and workmanship in the Bills of Quantities measured items shall take precedence over descriptions contained in Appendices in the event of discrepancies between the two unless the Engineer shall otherwise direct.
5.1.2	Discrepancies in drawings	Drawings shall take precedence over the Bills of Quantities, for construction purposes, in the event of discrepancies between the two, unless the Engineer shall otherwise direct.
5.1.3	Test and Samples	Unless otherwise described in the Bills of quantities, the contractor will be responsible for all the costs involved in testing materials as described herein after. He will also be responsible for all the costs involved in supplying samples of materials or workmanship as required hereinafter to the satisfaction of the Engineer. The cost of replacing materials fixed or placed in position which do not comply with the required test results or approved samples shall be borne solely by the Contractor.
5.2	DESIGN CRITERIA	Design and fabrication shall be approved by the Engineer and comply with the requirements of Euro Codes / British Standards for steel structures and concrete works,

5.4	EXCAVATION AND EARTHWORKS	
5.4.1	Site clearance	Site clearance shall include the cutting down of all trees, stumps, bushes, vegetation and rubbish, removal the debris arising in approved locations, and carting remaining material to a tip provided by the contractor.
5.4.2	Grubbing	<p>Grubbing up roots etc. shall include the following and disposal shall be as described under the foregoing clause: -</p> <ol style="list-style-type: none"> 1. Stumps and roots of large trees shall be completely removed. 2. Stumps and roots of small trees, bushes or other vegetation shall be completely removed to a depth of at least 600mm below formation. 3. Smaller stumps and roots of vegetation up to 25mm thick shall be completely removed to a depth of 230mm below formation. 4. Fine root shall be removed to as great depth as is practicable by hand. <p>Except where the area of grubbing is to be excavated, all resulting holes shall be filled up solid with approved material compacted to the same relative density as the surrounding.</p>
5.4.3	Excavation	<p>The Contractor is advised to visit the site and ascertain the nature of the ground to be excavated and he shall price accordingly, and no claim will be allowed for want of knowledge in this respect.</p> <p>Rates for excavation shall include for excavation in soil, earth, black cotton, sandy soil, murrum, tuff, soft rock, boulders or whether other subsoil is encountered, except hard rock as defined below.</p>
5.4.4	Water in excavations	The Contractor shall excavate sumps, cut drains, provide, and place all necessary materials and provide and work pumps, plant, and apparatus for dealing with any water which may find its way into the excavation from any source whatsoever. The responsibility for draining away, pumping or otherwise removing water from the excavations shall rest with the Contractor throughout the duration of the contract but methods employed shall be subject to the agreement of the Engineer.

		Provision has been made in the Preliminaries and General Conditions of these Bills of Quantities for the Contractor to insert a price against this item.
5.4.5	Hard rock	Any rock or other hard materials encountered in excavating to the required depths which in the opinion of the Engineer or Engineer can only be removed by wedges, compressed air or other special plant, or explosives shall be paid for as an extra and the price shall include for trimming and leveling. No blasting will be allowed without prior permission. Material which can be removed by pick or excavator, ripper or similar mechanical plant will not be classified as rock.
5.4.6	Foundation excavations	<p>a) The foundation trenches and column bases shall be excavated to the widths and depths of the concrete foundation shown on the drawings or to such widths and depths as the Engineer may instruct after examination of the excavations. Quantities of all excavations shall be measured and valued by the Quantity Surveyor and any difference between such measurements and the measurements herein given shall be dealt with as a variation of contract.</p> <p>If however the contractor excavates to any extra depths than shown in the drawings or as instructed by the engineer, then he shall at his own expense fill in such extra depth of excavations with concrete as specified for the foundations to the satisfaction of the engineer. The contractor shall not be paid for the cost of any excavation executed deeper or wider than shown on the drawings or instructed by the engineer nor for the cost of back filling such excavation or disposing of surplus.</p> <p>b) The contractor shall report to the engineer when secure bottoms have been obtained to the excavations and are ready to receive the foundation concrete. Any concrete or other work put in before the excavations have been inspected and approved by the engineer shall, if so directed, be removed and new work substituted in accordance with the specification after excavations have been approved, all at the contractor's expense.</p> <p>c) The bottoms of all foundation trenches and column bases shall be trimmed square and level. The contractor shall form such steps on bottoms of foundation, trenches as the engineer may consider necessary in such positions and to such positions and to such depths as he may direct.</p>
5.4.7	Surplus soil disposal	

		Excavated material not required for subsequent refilling shall be removed to areas off site which will be approved by the Engineer.		
5.5	CONCRETE WORKS	There shall be no change in dimensions unless instructed by the Client's Representative or Engineer		
5.5.1	Concrete tests and strengths	Concrete test cubes shall be made, and the contractor shall allow for the cost of hiring steel cube boxes from the materials Branch of the Ministry of works, taking samples, having them tested by the Materials Branch of the Ministry of Works. Copies of the results are to be forwarded to the Engineer.		
5.5.2	Workability test for concrete	The Slump Test shall be carried out as frequently as required by the Engineer and not less than one per hour during placing of concrete.		
5.5.3	Concrete proportions and mixing	<p>(a) Unless otherwise described, concrete aggregate shall be proportioned by volume in accurately made and approved gauge boxes to the proportions specified and/or shown on the drawings. Gauge boxes shall be of such a size as to allow the use of one whole bag of cement per batch.</p> <p>(b) Concrete shall be mixed in a mechanical batch mixer. The cement and aggregate shall be thoroughly mixed dry and then mixed for at least two minutes after the water has been added. For 1:2:4 mix the water content should not exceed 29.5 litres per 50kg bag of cement</p>		
5.5.3-1	Concrete aggregate	<p>Aggregate Characteristics</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>❖ Properties</p> <ul style="list-style-type: none"> • Surface texture • Particle shape • Gradation • Absorption • Bulk unit weight • Specific gravity • Moisture content </td> <td style="width: 50%; vertical-align: top;"> <p>❖ Performance</p> <ul style="list-style-type: none"> • Abrasion resistance • Freeze-thaw resistance • Sulfate resistance • Alkali Resistance Strength • Shrinkage </td> </tr> </table> <p>Minimum Applicable Aggregate Requirements: Ballast – A mix of ¾ and ½ crushed stones, as appropriate Sand: - Pure river sand or quarry-dust (from crushed stones)</p>	<p>❖ Properties</p> <ul style="list-style-type: none"> • Surface texture • Particle shape • Gradation • Absorption • Bulk unit weight • Specific gravity • Moisture content 	<p>❖ Performance</p> <ul style="list-style-type: none"> • Abrasion resistance • Freeze-thaw resistance • Sulfate resistance • Alkali Resistance Strength • Shrinkage
<p>❖ Properties</p> <ul style="list-style-type: none"> • Surface texture • Particle shape • Gradation • Absorption • Bulk unit weight • Specific gravity • Moisture content 	<p>❖ Performance</p> <ul style="list-style-type: none"> • Abrasion resistance • Freeze-thaw resistance • Sulfate resistance • Alkali Resistance Strength • Shrinkage 			

		<p>NOTE: Poorly Graded Mixes Cause Construction and Performance Problems that could potentially result to LOW quality and POOR Concrete Strengths. These, when observed, shall be rectified at the Contractor's own cost.</p>
5.5.4	Concrete placing and curing	<p>(a) Concrete shall be placed in its final position in the moulds or forms within 20 minutes of mixing and shall not subsequently be disturbed. Concrete shall be carried on continuously up to predetermined construction joints were directed by the Engineer or engineer. It shall be placed in layers and worked and vibrated around rod reinforcement to fill all corners of the formwork.</p> <p>(b) All reinforced concrete shall be vibrated using an approved type of vibrator but shall NOT be over-vibrated to bring cement and fine aggregate to the surface. Where fair-faced or board marked concrete is required, the shutters themselves are to be vibrated on the outside.</p> <p>(c) As soon as possible after the initial set has taken place all exposed concrete shall be covered with a layer of Hessian, sand or other approved material and kept constantly wet for at least seven days.</p> <p>(d) Construction joints shall be finished vertically (fish tailing is not accepted). A 1:1 than 25mm before new work is done.</p> <p>(e) The Engineer or the engineer reserves the right to reject any concrete, whether READY MIX OR MIXED ON SITE, which in their opinion has initially set prior to placement.</p>
5.5.5	Defects in concrete	<p>Any honeycombing, cavities or other defects in concrete shall on no account be patched or repaired but shall be brought to the attention of the Engineer or engineer who will give instructions for the action to be taken. Such remedial works shall be to the account of the general contractor.</p>
5.6	REINFORCEMENT	<p>As per drawings, bills of quantities and or bending schedule. Works covered by this item shall consist of supplying and placing of steel reinforcement in different types of concrete structures including board cast-in-situ beams, strip foundation and columns but not includes reinforcement for pre-stressed concrete. The works shall conform to the</p>

		specifications, the types, sizes, and positions of reinforcement requirements shown on the Drawings and this specification.
5.6.1	Concrete cover to reinforcement	<p>a) Unless otherwise directed, the concrete cover to rod reinforcement over main bars in any face shall be: -</p> <p>Foundations against earth face 75mm</p> <p>Foundations against blinding 50mm</p> <p>Columns 35mm</p> <p>b) Provide and fix 75 × 75mm spacer blocks formed with 1:3 sand cement into which are cast lengths of annealed wire for tying to rods to give the cover as scheduled above. Spacer blocks shall be so spaced to ensure a constant cover with maximum spacing 900mm.</p>
5.6.2	Reinforcement	<p>a) All reinforcement shall be free from oil, dirt, paint, and loose rust scales, etc. and the contractor must allow for cleaning wire brushing, etc. as necessary to achieve this. All steel rods must be cut and bent cold in accordance with BSS 4466 to the dimension shown on schedules to be provided.</p> <p>b) The reinforcement shall be accurately placed in position as shown on the drawings and, before and during concreting, shall be secured against displacement by using No. 18 SWG annealed binding wire or suitable clips supplied by the general contractor at all intersections and shall be supported by concrete or metal supports, spacers or metal supports, spacers, or metal hangers to ensure the correct position and cover of concrete.</p> <p>c) The contractor shall give a minimum of three days' notice to the Engineer and/or engineer of his intention to concrete any portion of the works to enable an inspection of the reinforcement and shuttering. The carrying out of such an inspection will in no way relieve the contractor of his responsibility of fixing the reinforcement in accordance with the drawing or the provisions indicated herein and to ensure the specified cover. Any failure in the concrete work where the reinforcement is found not in accordance with the drawings or not in correct position will be the sole</p>

		responsibility of the contractor. Such liability will include for any delays in completion or any claims arising from third party insurance and/or other sources afterwards for the repair of such failure as so directed by the Engineer or engineer.
5.7	CONCRETE BLINDING	Under all reinforcement concrete bases provide and lay 50mm thick concrete blinding in grade D concrete for the full area of base concerned.
5.8	FABRICATION	<p>a) Fabrication works for tyre changing centre shall be executed as per approved drawing. Mild steel shall comply with B.S. 4360:1990. Hot rolled sections shall comply with B.S. 4, Part 1 Hot rolled hollow sections shall comply with B.S. 4848, Part 2. Tubes (other than circular hot rolled hollow sections) shall comply with B.S. 6323 and shall be of the type of steel and method of manufacture described or Grade S275 according to KS EAS- 134:2019 standards.</p> <ul style="list-style-type: none"> ▪ All structural mild steel shall comply with B.S. 449 Part 2 and B.S. 4360. ▪ All structural steel tubes shall comply with B.S. 1775 and B.S. 449 Part 2. ▪ Mild steel and medium tensile steel electrodes for metal-arc welding shall comply with the requirements of B.S. 639. ▪ All mild steel bolts and nuts shall have a tensile strength of not less than 432 N/mm² (38 tons/in) (37 tones/in²). ▪ All high tensile bolts, nuts and washers have a minimum tensile strength of 570N/mm² (37tons/in²) ▪ High strength friction grip bolts and washers shall comply with B.S. 4395 Part 1. ▪ All plain washers shall be of steel. Tapered or other specially shaped washers shall be made of steel or malleable cast iron complying with B.S. 3410. <p>b) No variation of the number, Type or position of the joints or connections shown on the structural drawings shall be made without the consent of the Engineer. If such consent is desired the contractor shall submit detailed drawings of the proposed joints for the approval of the project manager and no extra cost incurred by reason of such additions of alterations will be allowed to the contractor.</p> <p>c) Chequered plate minimum thickness 6mm on (RHS) stainless for staircase</p>
5.9	ROOFING	

5.9.1	Screeds	Roof screeds where specified shall be as described in ‘Floor Wall and Ceiling Finishes.’
5.9.2	Guarantee	The Contractor is to leave all the roofs complete and watertight, unmarked with cement or bitumen particularly flashings and external finishes and with joints in straight and even lines. The contractor must submit to the Employer a ten-year guarantee for the roof coverings against leakage. If a sub-Contractor is to execute the roofing the Contractor is responsible for obtaining this guarantee from them for submission to the Employer.
5.9.3	Roof sheets	Roof sheets Gauge 28 Jungle green aluminum sheets, fixed to Z purlins strictly in accordance with the printed instructions and in accordance with international standards.
5.10	CARPENTRY, JOINERY AND IRONMONERY	
5.10.1	Quality of timber	<p>The qualities of timber stated hereinafter are to be in accordance with the Grading Rules (Third edition) dated 8th April 1959, approved by the Forest Department of Kenya.</p> <ol style="list-style-type: none"> 1. All timber described as ‘Sawn Cypress’ shall be Second Grade Sawn Cypress. 2. All timber described as ‘Wrot Cypress’ shall be First (Prime) Grade Wrot Cypress. 3. All timber described as ‘Wrot Cedar’ shall be First (Prime) Grade Wrot Red Cedar. (Junipers Procera). 4. All timber described as ‘Wrot Meru Oak’ shall be First (Prime) Grade Wrot Meru Oak. 5. All timber described as ‘Wrot Camphor’ shall be First (Prime) Grade Wrot Camphor specially selected for straight grain and colouring. No joinery work is to be put in hand until the Engineer has seen and approved the colour and grain of the timber. <p>Where hardwood is specified it shall be Mvuli, Mahogany, Mninga, Camphor, Rosewood, Blackwood or Meru Oak as selected by the Engineer at the letting of the contract and all tenderers will be deemed to have allowed for this. When employed for carpentry work the above timbers shall be well seasoned to moisture content not exceeding 18% of the dry weight. When employed for joinery work the above shall be well seasoned to a moisture content not exceeding 6% of the dry weight.</p>

5.10.2	General timberworks	<p>All timber for permanent work in the buildings shall before use, be dry and be approved by the Engineer for quality in accordance with the foregoing specifications for its respective grade. All structural timber shall be in accordance with C.P 112.</p> <p>All carpenter's work shall be left with sawn surfaces unless particularly specified to be wrot. Scantlings and boarding shall be accurately sawn and shall be left uniform in width securely fixed in the best possible manner made joints. Provide all brads, nails, screws, bolts, etc. as necessary.</p> <p>Nails shall comply with B.S 1202 and bolts with B.S 916.</p> <p>Knotting shall comply with B.S 1336.</p> <p>Variations from specified dimensions of scantling shall not exceed the tolerance stated in the Grading rules. Boards 25mm thick or less shall hold up to the specified sizes. All timber shall be if possible and practicable to eliminate joints.</p> <p>Ends of timber required to be built into walls shall have 12mm space between same and walling.</p> <p>All ends of timber to be strapped with hoop iron and primed.</p> <p>All joiners' work shall be wrot unless otherwise specified.</p> <p>All mouldings shall be accurately run and finished, and all arises shall be slightly rounded. Framed work shall be cut out, properly tenoned, shouldered etc, and framed together as soon after the commencement of the works as is practicable but should not be wedged up until required for fixing in position and any portions that warp, get in winding, develop shakes or other defects shall be replaced with new. As soon as required for fixing in position the framing shall be glued together with best quality glue and properly wedged or pinned, etc, as described.</p> <p>Unless otherwise described oval or round brads will be used for fixing all face work, all heads shall be properly punched in. Where described as pellated work shall be countersunk screwed and the screw heads covered with timber pellets to match the adjacent timber.</p> <p>Should any of the Carpenter's or joiner's work shrink, warp, wind or develop any other defects within six months after completion of the works, the same shall be removed and new fixed in its place together with all other work which may be affected thereby, all at the Contractor's cost and expense.</p>
5.10.3	Dimensions	

		<p>(a) Timber not specified to be wrought shall be as from the saw and full to the nominal dimensions stated. No under sizes shall be permitted but oversize to the following tolerances may be allowed; -</p> <p>(i) 1.5mm oversize on dimensions up to 25mm (ii) 3mm oversize on dimensions up to 50mm (iii) 6mm oversize on dimensions over 50mm</p> <p>(b) Where 'nominal' dimensions are stated for wrought timber a tolerance of 3mm shall be allowed for each wrought face. Before putting in hand joinery work, whether built-in or fixed later, the joiner is to ascertain and check on site all dimensions, which affect or govern the joinery work.</p>
5.10.4	Preservation of timber	All timber described as impregnated shall be vacuum pressure impregnated with Tanalith or Celcure preservative in accordance with specification No. 1/56, (Buildings) for the Vacuum/Pressure impregnation of timber with Hickson's 'Tanalith' wood preservative issued by Hickson's Timber Impregnation Co. (G.B.) Ltd, or other approved source. Where timber is cut or bored after impregnation the exposed surfaces are to be liberally swabbed with Walmanol.
5.10.5	Species of timber	Only those timbers specified in these Bills of Quantities are to be used for the works unless the Engineer authorizes alternatives.
5.10.6	Preparation and protection of timber	All carpentry timbers are to be seasoned to moisture content of not more than 18% of the dry weight. All joinery timbers are to be seasoned to moisture content of not more than 6% of the dry weight. The contractor is to make available on site a meter for testing moisture content of all timber delivered.
5.10.7	Clearing up	The Contractor is to clear up and destroy or remove all cut-ends, shavings and other wood waste from all parts of the buildings and the site generally as the work progresses and at the conclusion of the works.
5.10.8	Priming woodwork	All woodwork which is to be painted or hidden from view, backs of door frames, etc. are to be primed and painted one coat before fixing. Allow for touching up priming during progress of works.
5.10.9	Jointing	(a) All joints must be made as specified or detailed and the execution of all jointing shall be to the satisfaction of

		<p>the Engineer.</p> <p>(b) Joining surfaces of all connections exposed to the weather are to be thickly primed except where gluing is specified. Surfaces are to be in good contact over the whole area of the joint before fastenings are applied.</p> <p>(c) No nails, screws or bolts are to be placed in any end split. If splitting is likely or is encountered in the course of the work, holes for nails are to be pre-bored at diameters not exceeding 4/5ths of the diameter of the nails. Clenched nails must be bent at right angles to the grain. Lead holes are to be bored for all screws.</p> <p>(d) Where the use of bolts and washers are specified the holes are to be bored from both sides of the timber and are to be a diameter $D + D/16$ where D is the diameter of the bolt. Nuts must be brought up tight, but care is to be taken to avoid crushing of the timber under the washers.</p> <p>(e) Joints in joinery must be as specified or detailed and so designed and secured as to resist or compensate for any stresses to which they may be subjected. All nails, springs, etc., are to be punched and puttied.</p> <p>(f) Loose joints are to be made where provision must be made for shrinkage, glued joints where shrinkage need not be considered and where seated joints are required. All glued joints shall be cross tongued or otherwise reinforced.</p> <p>(g) Glues for load-bearing joints or where conditions may be damp must be of the resin type. For non-load-bearing joints, or where dry conditions can be guaranteed, casing or organic glues may be used.</p>
5.10.10	Joinery	<p>(a) All joinery shall be accurately set out on boards to full size for the information and guidance of artisans with all joints, ironwork and other works connected therewith fully delineated. This setting out shall be submitted to the Engineer and approved before the work is commenced.</p> <p>(b) All joinery shall be executed with workmanship of the best quality in strict accordance with the detailed drawings. All mouldings shall be accurately and truly run, and all work planned, sand-papered and finished to the approval of the Engineer.</p> <p>(c) All framed work shall be cut out, properly tenoned, shouldered etc., and framed together as soon after the commencement of the building as is practicable but shall not be wedged up until the building is ready for</p>

		<p>fixing the same and any portions that warp, wind, develop shakes or other defects shall be replaced with new. As soon as required for the fixing in the building the framing shall be glued together and properly wedged or pinned, etc, as directed.</p> <p>(d) Should any of the joinery shrink, warp, wind or develop any other defects within the maintenance period specified in the Contract the same shall be removed and new fixed in its place together with all other work which may be affected thereby. All at the Contractor's expense</p>
5.10.11	Shrinkage	The arrangements, jointing and fixing of all joinery shall be such that shrinkage in any part and in any direction shall be compensated for and not impair the strength or appearance of the work or cause damage to adjacent structures.
5.10.12	Veneers	All veneers are to be specially selected for grain and colouring and no veneered work shall be put in hand until the Engineer has approved the sample of grain and colour.
5.10.13	Natural Finish	When natural finish is specified, the timber in adjacent pieces shall be matched and uniform or symmetrical in colour and grain. The surface finish is to be as specified.
5.10.14	Chipboard	Chipboard shall comply in all respects with B.S. 2604 for medium density resin bonded wood chipboard and shall be veneered or not as shown on the drawings and as described in the Bills of Quantities. Chipboard of non-British origin shall comply with the tests enumerated in the said B.S. and samples shall be submitted to the Engineer for this purpose and for his approval.
5.10.15	Plywood	Plywood shall be in accordance with B.S. 1455 and shall be of second grade and that for use externally shall be of external grade conforming at least to Clause 138 of be B.S.
5.10.6	Site dimensions	Before putting in hand any joinery work, whether to be built in with the carcass or fixed later, the joiner is to ascertain and check all dimensions on the site which affect or govern joinery work.
5.10.7	Bill of quantities dimensions	All wrot timber dimensions given in the Bills of Quantities are finished sizes unless otherwise stated
57.11	IRONMONGERY	

		<p>The Contractor is to check consignments of ironmongery upon receipt and store them in safe keeping until required for fixing.</p> <p>All ironmongery shall be fitted in accordance with the manufacturer's instructions. Rates for fixing are to include for all cutting, sinking, boring, morticing and fitting in hardwood or softwood and for supplying all necessary and matching screws. Rates for door furniture shall also include for fixing before painting, removal during painting operations and afterwards fixing and for labelling all keys with door references and handing to the Engineer upon completion.</p> <p>All locks, springs and other items of ironmongery with movable parts shall be properly tested, cleaned and adjusted where necessary and left in perfect working order upon completion of the works by the Contractor who shall include for this in his prices for fixing.</p>
5.12	METAL WORK	
5.12.1	Welding	Welding shall comply with the provisions of B.S. 538.
5.12.2	Mild steel	Shall be of approved manufacturer complying with the requirements of B.S. 15. Welding to comply with the requirements of B.S. 538,938 and 1856. Screws, bolts, washers, etc., to comply with the requirements of B.S. 916 and 1494.
5.12.3	Galvanized steel sheet	Shall be of approved manufacturer, free from all defects and shall hold up to the gauges specified. Galvanizing shall be to B.S. 720 Part 7.
5.12.4	Bolts and set screws	<p>All bolts to be the best screw bolts with hexagonal heads and nuts and round washers.</p> <p>Set screw to be similar but with circular flat slotted head for screwing or with round countersunk slotted head, like a wood screw, the threaded end suitable for screwing into tapped steel to the required depth.</p>
5.12.5	Aluminum	<p>Aluminum sheet shall comply with the requirements of B.S. 1470 and be suitable for the purpose required.</p> <p>Extruded aluminum sections shall be obtained from an approved source and be equal to samples to be submitted to and approved by the Engineer. The surface finish shall be matt.</p>
5.13	FLOOR, WALL, AND CEILING FINISHES	
5.13.1	Board marked finish	

		<p>Board marked finish is to be provided where shown on the drawings and shall be priced against the formwork item of 'Extra over formwork for board marked finish'.</p> <p>The shuttering boards shall be heavily grained knotty cypress, or similar and approved, well-seasoned and free of wind and shakes. The boards shall be in 100mm widths fixed vertically or horizontally as directed. The edges shall be butt jointed to maintain a flat surface. Unless otherwise approved, boards shall have a maximum of four uses and between each use shall be carefully cleaned from adhering grout and lightly oiled with approved non-staining mould oil.</p> <p>Every care and attention shall be paid to obtaining and maintaining throughout the course of the works a satisfactory visual appearance, free from blow holes, hungry patches and other blemishes and uniform in colour and texture.</p> <p>Construction joints shall be as shown on the drawings or otherwise the pour each day shall be as directed by the Engineer.</p> <p>Samples panels will be required for approval of the Engineer before work commences.</p> <p>Protective covering is to be applied as necessary where finished concrete is liable to damage.</p>
5.14	SAMPLES	<p>The contractors shall without charge prepare samples of work as directed until the quality texture and finish required are obtained and approved by the Engineer, after which all work executed shall conform to respective approved samples.</p>
5.15	GLAZING	<p>All glass shall be of approved manufacture in accordance with BS 952, and from flaws, bubbles, specks, and other imperfections cut to size to fit the opening for which it is required with not more than 1.6mm tolerance all around. All glass to be delivered in proper containers with maker's name, guarantee, type of glass and thickness or weight of glass attached to the outside of the container.</p> <p>The clear sheet glass shall be Ordinary Glazing (O.Q.) quality sheet glass.</p> <p>The obscured glass shall be of a pattern approved after the Contractor has submitted samples to the Engineer at the beginning of the contract.</p> <p>Tempered glass shall be of the thicknesses specified.</p>

		<p>The putty for glazing shall be tropical putty of approved manufacture suitable for glazing to metal or wood frames as hereinafter specified.</p> <p>All putty shall be delivered on site in the original manufacturer's sealed cans or drums. The putty is to be removed from the drum well kneaded with the minimum of linseed oil and left for 24 hours before using.</p> <p>The rebates and back handle brackets to metal windows shall be painted one coat before puttying.</p> <p>Before glazing the rebates of all windows shall be adequately back puttied.</p> <p>Within 14days the putty must dry and harden without wrinkling of the surface or caking and shall adhere satisfactorily to the surface of the glass and the frame.</p> <p>The washer leather strip shall be approved by the Engineer and shall be cut to fit the exact line of bead. The wires of Georgian wired glass, in adjacent panes, are to align both ways.</p>
5.16	PAINTING AND DECORATING	
5.16.1	General	<p>The whole of the work shall be executed to the entire satisfaction of the Engineer, and all work rejected is to be re-executed by Contractor at his own expense. Subject to the foregoing, the method of application adopted i.e. brush, spray, roller, etc. are the discretion of the Contractor, unless otherwise described.</p> <p>All paints shall be Grade A in accordance with the ministry of Work approved paint list. Sumps and drain shall not be used for the disposal of waste or dirty water.</p>
5.16.2	Maintenance	<p>The Contractor shall make good after other trades have carried out maintenance work. In cases where the defective work is not caused by, or the responsibility of the Contractor, or his Sub-Contractors, he should make arrangement with the party concerned. Where cracks have been made good, apply two coats to the new filling and one coat to the whole wall in which the crack has appeared.</p>
5.16.3	Materials	<p>Any deviation from the materials and make specified must be approved in writing by the Engineer to whom application must be made before decoration starts.</p>

5.16.4	Ironmongery	All ironmongery already fixed is to be removed before painting doors and refixed on completion of the finishing coat. If any paint should get to ironmongery, it must be removed with chemical solvents and not scratched off.
5.16.5	Mixing	All materials shall be delivered on site intact in the original containers and shall be mixed and applied strictly in accordance with the manufacturer's printed instruction. No addition will be allowed to the made locally without the express permission of the Engineer.
5.16.6	Colours	<p>The priming, undercoats, and finishing coats shall be of different tints, the priming and undercoats shall be the correct brands and tints to suit the respective finishing coats in accordance with the manufacturer's instruction. All finishing coats shall be of the colour and type specified by Engineer.</p> <p>The Contractor will be required to paint trial panels and will be required to adjust tints as necessary.</p>
5.16.7	Areas to be ready for painting etc.	Before the painting or decorating is started the Contractor shall arrange that all other trades have been completed and other tradesmen removed from the vicinity of the area to be painted. All plaster, mortar, concrete, oil or stains of any kind shall be removed by the Contractor from work to be decorated before painting commences.
5.16.8	Preparation	<p>Plaster and rendered surfaces to be decorated shall be allowed to dry for a minimum of four weeks before decoration commences. Plaster with a steel trowel and fair face concrete shall be well rubbed down filled and made good as necessary and thoroughly cleaned down immediately before decoration is applied.</p> <p>Plaster finishing with word float or other rough textured surface of a similar nature shall be made good as necessary and thoroughly brushed clean immediately before decoration is applied.</p> <p>Insulating board or similar surfaces shall be filled and made good as necessary and lightly brushed down to remove all dirt, dust and loose particles.</p> <p>Metal work to be painted shall be scaled clean and thoroughly wire brushed. Woodwork to be painted shall be well rubbed down. All knots shall be covered with good knotting before priming and all defects shall be filled with</p>

		<p>hard stopping after priming. Plywood shall be brush filled over the entire surface.</p> <p>Woodwork to be clear varnished shall be well rubbed down and the varnish is to be applied with a chamois leather pad, rubbed back with fine graded steel wool between coats and afterwards buffed up to produce an approved finish.</p>
5.16	PAINTS	<p>All paints used should be obtained from one of the following manufacturers after obtaining the Engineer's approval and of the product specification hereinafter described.</p> <p>a) Crown Paints b) Basco Paints (Dura Coat)</p>
5.16.1	Plastic emulsion paints	Plastic emulsion paint for internal and external application shall be of a manufacture approved by the Engineer.
5.16.2	Bituminous solution paints	Bituminous solution paint for use on coated pipes shall be obtained from a manufacture approved by the Engineer.
5.16.3	Primers	<p>Unprimed steelwork shall be primed with Red Lead Primer.</p> <p>Galvanized steelwork shall be treated with a mordant solution and primed with a Zinc Chromate primer.</p> <p>Woodwork shall be primed with a pink Wood Primer.</p>
5.16.4	Undercoating	The undercoat for use under enamel finishing coats shall be an approved undercoat.
5.16.5	Product specification for painting	Product specification for paints shall be in accordance with the composition requirements and may be required to be tested by the M.O.W. Material Testing Branch.
5.16.6	Site Visit	<p>The site visit is MANDATORY for bidders. Non-attendance shall lead to disqualification.</p> <p>Tenderers shall bare the cost of the site visit including travelling to the site.</p>
5.16.7	Rates	The rates and sums entered by the contractor against all items in the Bill of Quantities shall bear a proper relationship to the cost of carrying out the work described in the Contract; including all other obligations explicitly mentioned in this RFQ or otherwise. Such shall involve all requirements for carrying out these works to completion

		and compliance with Local Authority / County / Country regulations, paying fees and giving notice to authorities, public etc; payment of all patent rights and royalties, among all other obligations that shall be required.
5.16.8	Samples	<p>The Contractor shall furnish, at the earliest possible opportunity before work commences and at his own cost, any samples of materials and workmanship that may be called for by the Engineer for his approval or rejection until such samples are approved by the Engineer. Such samples, when approved, MUST MEET the minimum standard for the work to which they apply.</p> <p>The procedure for submitting samples of materials for testing or approval and the method of marking for identification shall be as laid down by the Engineer. The Contractor shall allow in his quote for such samples and tests</p> <p>No deliveries in bulk shall be made until the samples are approved by the Engineer.</p> <p>All condemned materials shall be removed from the site within 72 hours.</p> <p>The contractor shall repair a test patch of area one square meter for the engineer's approval or otherwise. The patch to be done before commencement of any delivery of bulk material.</p>
5.16.9	Material Storage	The contractor shall be responsible for constructing their own storage facilities and shall meet the cost of construction of such storage facility and upon completion of the project, decommission the storage facility.
5.16.10	Material suitability	Materials shall strictly comply with the Employer's Design unless the use of an alternative material has been explicitly requested by the Contractor and approved by the Engineer.
5.16.11	Rejected Workmanship and Materials	Any workmanship or materials not complying with the specific requirements or approved samples, or which have been damaged, contaminate or have deteriorated must immediately be removed from the Site and replaced at the Contractor's expense, as required.
5.16.12	Protection of Completed Work and Clearing upon Completion	The Contractor shall allow in his rates for protecting completed work from subsequent operations, making good of all damage to completed work, clearing away all rubbish

		as it accumulates and leaving the site in a tidy condition to the satisfaction of the Engineer.
5.16.13	Instructions to be Recorded	The Contractor shall provide and keep permanently on the site a numbered triplicate book wherein the Contractor shall record all instructions relating to concrete work issued by the Engineer or the Engineer's representative. One copy of every entry therein shall be sent to the Engineer on the same day as the entry is made.
5.16.14	Site diary	The Contractor shall provide and keep permanently on the site a continuous entry diary wherein the Contractor shall record details work progress, daily temperature and weather conditions. This diary shall always be available for inspection by the Engineer's representative.

SECTION V (B): KEY PERSONNEL REQUIREMENTS.

The bidder to take note of this section and **MUST** submit **ALL** requisite documents for evaluation purposes:

- a. Summary list of Key Staff (Duly Filled FORM PER-1)
- b. Resume and Declaration of Contractor's Key Personnel, (Duly Filled and Signed FORM PER-2) *(Do not attach alternative Resumes / Curriculum Vitae other than what been provided herein)*
- c. A written undertaking signed by the nominee confirming his/her availability to carry out the assignment upon winning the bid (Duly Filled and Signed FORM PER-2)
- d. Provide Copies of academic certificates
- e. Provide Copies of valid & Certified professional certificates / licenses

Technical Staffing Requirement is provided as below: -

- a) **Site Agent / Engineer** with a **minimum of** Bachelor of Science Degree in Civil/Building Engineering or equivalent from a recognized institution and with a minimum of **4** years specific experience in construction works.
- b) **Civil Technician** - with a **minimum of** Ordinary Diploma in Civil/Building Engineering or equivalent from a recognized institution and a minimum of **4** years specific experience in construction works.
- c) **Site Foreman** - with a **minimum of** a certificate in Civil/Building Engineering, or equivalent Trades from a recognized institution and minimum of **3** specific years' experience in Construction works, **MUST** be registered by NCA equivalent and must provide copy of the NCA Registration.
- d) **Health & Safety Officer** - with a **minimum of** an Ordinary Diploma in applicable Trade from a recognized institution and minimum of **2** specific years' experience in Health and Safety for works, The officer **MUST** provide a certificate from DOSH as an Approved Inspector or Safety and Health Advisor and must provide copy of Approved Inspector or Safety and Health Advisor.
- e) **Environmental and Social / Liaison Officer** - with a **minimum of** an Ordinary Diploma in applicable Trade from a recognized institution and minimum of **2** specific years' experience Environmental and Social Matters. The officer must be a EIA expert and **MUST** provide copies of practicing licenses.
- f) **Electrical Technician** - with a **minimum of** an Ordinary Diploma in applicable Trade from a recognized institution with a minimum of **2** specific years' experience in Electrical Installations. The Technician must be a Licensed Electrician with EPRA (Energy and Petroleum Regulatory Authority); Class C1 or higher; **MUST** provide copy of EPRA practicing license.
- g) **Mechanical Technician** - with a **minimum of** a Diploma in Mechanical Engineering and minimum of **5** specific years' experience in Mechanical works,

Requirement: - Duly filled FORM PER-1 and FORM PER-2 for each key personnel.

Note:

Where Certification is required, the certification shall be by a Commissioner of Oath (whose name, address and contact details are provided; Certification MUST be dated; Certification MUST be current and within the last 6 months of this Tender)

SECTION V (C): KEY EQUIPMENT REQUIREMENTS.

The bidder to take note of this section and **MUST** submit **ALL** requisite documents for evaluation purposes:

The Contractor **MUST** demonstrate access to the following minimum key equipment necessary to undertake the work. The Contractor **MUST** provide proof of ownership through logbooks for all motorized registered equipment, invoices, receipts, leased or hire agreement necessary. This Essential equipment to be made available during execution of this Contract.

The Contractor MUST provide proof or evidence of ownership through

- 1) *Copies of logbooks (for owned equipment) or*
- 2) *For hired equipment from private entity lessors: - Provide a Certified Lease Agreement and corresponding copies of logbooks of listed equipment as proof of ownership of listed equipment by lessor for those hiring. The Lease Agreement should be current, valid, certified, and preferably dated within the last 12 Months of Tender Closing Date. An Agreement dated more than 12 Months of the Tender Closing Date must be accompanied by a certified letter from the Lessor to the Procuring Entity confirming to the Procuring Entity that they have a valid Lease Agreement Contract with the Contractor until a specific date, and they will be available to offer equipment hiring services to the Contractor as and when required during execution of contract. OR*
- 3) *For hired equipment from public entity lessors: Provide a Certified Lease of Equipment commitment letter from the Public Entity Lessor and list of equipment that can be hired. The Lease Commitment Letter should be addressed to the lessee, should be current, valid, certified, and dated within the last 6 Months of Tender Closing Date.*

List of Equipment required include: -

Motorised Equipment

- (a) 1 No. Pick-Up
- (b) 1 No. Transportation Lorry / Tipper
- (c) 1 No. Closed Staff Transportation Van

Other Tools of Trade required.

- (d) Concrete Mixers,
- (e) Poker Vibrators,
- (f) Scaffolding
- (g) Other applicable construction hand tools

Requirement: - Duly filled FORM EQ-1 for each equipment

Note:

Where Certification is required, the certification shall be by a Commissioner of Oath (whose name, address and contact details are provided; Certification MUST be dated; Certification MUST be current and within the last 6 months of this Tender)

SECTION V (D): PROGRAMME OF WORKS AND METHODOLOGY

Contractor to provide.

SECTION V (E): PREAMBLE TO BILL OF QUANTITIES

1.	Detail	Description
2.	Local Legislation	The Bidder's attention is drawn to the requirement of THE FACTORIES (BUILDING OPERATIONS AND WORKS OF ENGINEERING CONSTRUCTION) RULES, 1978, CAP 514, of the Laws of Kenya (and as amended from time to time), which are to be strictly complied with at all times.
3.	Complementary Documents	The attention of the Contractor is explicitly directed to the Conditions of Contract, Technical Specifications, Scope and Description of Works and Tender Drawings that are to be read in conjunction with the Bills of Quantities and its Preamble.
4.	BOQ Quantities	The quantities given in the Bills of Quantities are estimated and provisional and are given to provide a common basis for tendering. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Client and valued at the rates and prices tender in the priced Bills of Quantities, where applicable, and otherwise at such rates and prices as the Client may fix within the terms of the Contract.
5.	Sufficiency of the BOQ	The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bills of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6.	NCA	The National Construction Authority is a state corporation established under the national construction authority Act No.14 of 2011. The broad Mandate of the Authority is to oversee the construction industry and coordinate its development. The National Construction Authority Regulations 2014 with an effective date of 6th June 2014, regulation 25, - Allow 0.5% of the tender sum/contract sum for construction levy.
7.	Bidder's Obligations	<p>a) The Bidder shall treat the contents of these documents as private and confidential. The Bidder shall acknowledge receipt of the Tender Documents.</p> <p>b) The copyright of these Bills of Quantities is vested in the Employer and no part thereof may be reproduced without their express written permission.</p> <p>c) The Bidder shall neither insert additional items in to the Bill of Quantities nor make any alterations to the item descriptions and quantities, unless where expressly authorized.</p> <p>d) The Bidder shall not alter or otherwise qualify the text of this Tender Document / BOQ. Any unauthorized alternations or qualifications shall be ignored and the text of the documents as printed will be adhered to. Any comments which the Bidder desires to make shall not be placed in the annexed documents, but shall take the form of a separate statement in English language as briefly as possible and giving reference to page,</p>

1.	Detail	Description
		<p>clause or item number of the tender documents</p> <p>e) The Bidder shall be presumed to have made allowance in his prices generally to cover items of preliminaries or additions to prime cost sums or other items if these have not been priced against the respective items.</p> <p>f) All items of measured work shall be priced in detail and tenders containing lump sums to cover trades or groups of work shall be broken down during execution to show prices of each item before they will be accepted. Lump sums to cover items of preliminaries shall likewise be broken down if so required.</p>
8.	RATES AND PRICES	
9.	Rates and Sums	<p>The rates and sums entered by the contractor against all items in the Bill of Quantities shall bear a proper relationship to the cost of carrying out the work described in the Contract. All costs and similar charges that are applicable to the Contract as a whole shall be spread over all items in the Bill of Quantities whilst those that are applicable only to particular sections of the Contract shall only to be spread over the relevant items in particular sections.</p>
10.		<p>The rates and prices tender in the priced Bills of Quantities shall, except in so far as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, levies, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.</p>
11.		<p>General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bills of Quantities. References to the relevant sections of the Contract documents shall be made before entering prices against each item in the priced Bills of Quantities.</p>
12.	Taxes and Duties	<p>The contractor shall include all local taxes except VAT for the materials and services to be procured locally in his unit rate for various item of works included in the Bill of Quantities. The unit rate for materials, goods and equipment to be imported from overseas shall INCLUDE import duties such as custom duties, cess, excise duty, Withholding Tax, etc.</p> <p>The Employer is not responsible to pay any VAT or custom duty for any imported items to be incorporated in the permanent works.</p>
13.	Value Added Tax	<p>As set out in the “Instruction to Bidders”, VAT payable to the Government of Kenya shall be calculated separately and the total VAT amount shall be inserted in the space provided in the Summary Page of the Bills of Quantities.</p> <p>VAT shall not be included in the unit rate for various items of work. However, the total VAT component be carried over to the <u>Form of Tender.</u></p>

1.	Detail	Description
		The applicable rate for VAT in the BOQ items for civil engineering works set by Government Kenya and the contractor shall authenticate this rate and include in the Summary Bill of Quantities.
14.	Withholding Tax	The contractor shall allow for withholding tax in the build-up of unit rates,
15.	Provisional Sum and Contingency	Provisional Sums and contingency sums included and so designated in the Bills of Quantities shall be expended in whole or in part at the direction and discretion of the Employer
16.	Provisional Quantity	<p>Certain items in the Bill of Quantities are designated as “Provisional Quantity” in the description column to indicate that the quantities for the work covered by such items are the best possible estimates that can be made in advance of the execution of the work or that the provision of such facilities as are described in the items may not in the event be required under the contract.</p> <p>All items so designated shall be used only at the direction and discretion of the Employer’s Representative and if not used either wholly or in part shall, as to the amount not used, be deducted from the Contract Price.</p>
17.	Provisional Item	<p>Any item that is designated as “Provisional Item” in the description column of the Bill of Quantity is to indicate that the provision of such facilities of work is uncertain at the time of document preparation.</p> <p>The unit rate if any quoted by the contractor shall be applicable for the amount of work executed under such items.</p> <p>All items so designated shall be used only at the direction and discretion of the Employer’s Representative and if not used either wholly or in part shall, as to the amount not used, be deducted from the Contract Price.</p>
18.	Lump Sum	<p>Certain items in the Bill of Quantities are designated as “Lump Sum (LS)” in the unit column to indicate that the payment will be effected as a sum on satisfactory completion of that particular work.</p> <p>Lump sum items stipulated in Bill of Quantities that are related to a specific work shall be paid on the basis of the proportion of actual work done to the total work of that specific item as assessed by the Employer’s Representative.</p> <p>Items with quantities and units shall be paid against number of units used and/or incorporated in the works.</p>

1.	Detail	Description
19.	Additional Work	The relevant Clauses of this Preamble shall be deemed to apply equally to any work subsequently ordered for execution by the Contractor either under Provisional Sum or Variation Orders, except where specifically varied therein.
20.	Works Requirements	
21.	Site Conditions and Visit	<p>Notwithstanding the fact that surveys have been made, each Bidder must make local and independent examination and inquiries as to the physical conditions prevailing at the Site and each Bidder shall obtain his own information regarding all matters and things that may in any way influence him in making a tender and fixing the prices to be inserted in these documents.</p> <p>Each Bidder shall satisfy himself as to the risks, obligations and responsibilities to be undertaken in the Contract to be entered into by him should his tender be accepted.</p> <p>The costs and charges incurred by the Bidder in connection with the above-mentioned visit to the Site shall be borne by the Bidder.</p>
22.	Method of Measurement	<p>The Bills of Quantities have been prepared in accordance with the general principles of the 2nd Ed. Method of Measurement of Building Works for East Africa, Chapter of Quantity Surveyors, and applies equally to the Measurement of proposed works and of variations.</p> <p>The Works as executed shall be measured for payment in accordance with the method adopted in the Bills of Quantities and under the item as therein set forth.</p> <p>The Contractor shall be responsible for furnishing the Employer's Representative with exact quantities of Works and/or materials he has executed per day or per specific work. The Employer's Representative shall verify these works and approve.</p> <p>The contractor's rate shall include for the complete execution of the works as depicted on drawings and as specified in Technical Specifications.</p> <p>The net measurement or weight of the finished work in place shall always be taken and except where otherwise stated or where separate items are provided, no allowance shall be made for cutting, waste, laps, circular work, etc. and no deductions shall be made for grout nicks, joggle holes, rounded arises or for linkages for fitting ironwork and the like.</p> <p>Payment shall be effected only for those materials that are incorporated in the permanent works and taken over the stocks as stipulated in the specifications to the approval of the Employer's Representative.</p>

1.	Detail	Description
		<p>Any surplus materials delivered to the site shall become the property of the Contractor unless otherwise directed by the Employer's Representative and the Contractor shall reimburse any money that was paid by the Employer on account of these materials.</p> <p>Unless specific items have been provided for in the Bill of Quantities, no separate measurement shall be made in respect of items whether specified or not requiring mortar/sealant, assembling, building in or fixing to concrete, block-works, metal work or timber, painting and protective treatment, welding, drilling, bolting inclusive of bolts, nuts and washers, screws, nails and plugs, jointing and joint materials, box out and filling thereof, grouting, packing, bedding, insulation between different metals, making good, conduits and fittings, cutting, waste, labour materials and all incidental work to the items concerned and their surroundings.</p>
23.	<p>Protection of Completed Work and Clearing upon Completion</p>	<p>The Contractor shall allow in his rates for protecting completed work from subsequent operations, making good of all damage to completed work, clearing away all rubbish as it accumulates and leaving the site in a tidy condition to the satisfaction of the Employer's Representative.</p>
24.	<p>Extent of Works</p>	<p>Notwithstanding any limits that may be implied by the wording of the individual items and /or explanation provided in this preamble, it is to be clearly understood by the contractor that the rates and sums that are entered in the Bills of Quantities shall be for the work FINISHED WORKS COMPLETE in every respect, without compromise or otherwise.</p> <p>The bidder shall be deemed to have taken full account of all requirements and obligations whether expressed or implied, covered by all parts of this Tender and to have priced the items herein accordingly.</p> <p>The rates and sum shall therefore be included for all incidental and contingent expenses and risks of every kind necessary to construct, protect the works (including curing of all concrete works etc. and protection from accidental damage) complete works and maintain the whole of works in accordance with the Contract.</p> <p>Full allowance shall be made in the rates and/or sums inter-alias that are referred to and/or specified herein.</p> <ul style="list-style-type: none"> • Compliance with all Local Authority / County / Country regulations • Paying fees and giving notice to authorities, public etc. • Payment of all patent rights and royalties • Safety precautions and all measures to prevent and

1.	Detail	Description
		<p>suppress fire and other hazards during implementation</p> <ul style="list-style-type: none"> • Reinstatement of the site on completion of works to the satisfaction of the Employer’s Representative • Maintenance of access to the existing roads in a motor-able status and waterways during the period of construction • Cost of design based on tender drawings, preparation of working drawings and related data for materials, steel works, electrical works, mechanical works, pipe works and equipment all ancillary parts, minor fittings, bolts, nuts, gaskets, washers, fixing, etc., joining materials, protective coatings and sleeving’s and other relevant items not specifically listed but necessary for proper installation of the materials, pipe works and equipment (applicable to materials supplied by the contractor) • site investigations that may be necessary for proper and complete execution • all setting out and survey works • Provision of temporary services such as water supply, electricity, fencing, watching, lighting; etc. • Interference to the works by persons, vehicles, vessels and the like using the existing land and water facilities • works in connection with the protection and safety of adjacent structures • supplying, maintaining and removing on completion contractor’s own accommodation, offices, stores, workshops, transport, welfare services and all charge in connection therewith unless otherwise directed by the Employer’s Representative • working in dry conditions including dewatering if required except where otherwise permitted by the specification maintaining public roads and footpaths, and maintaining access upon existing roads or recognized routes • Supply, inspection, sampling and testing of materials and of the Works under construction including the provision and use of equipment. • except where separate items are provided for bringing plant to the site and removing on completion, for providing transporting to site, setting to work operating (including all

1.	Detail	Description
		<p>fuel and consumable stores), maintaining and removing from the site upon completion all construction plant and equipment necessary for the execution of the work including the cost of all tests and other requirements in respect to such plant and equipment</p> <ul style="list-style-type: none"> • recruitment, bringing to and repatriate from the site, accommodating and feeding and all other incidental costs and expenses involved in the provision of all necessary skilled and unskilled labour and supervision • Supporting faces of excavation temporary or permanent shoring, shuttering and scaffolding etc. • costs of packing, protection, storage, insurance and related documentation for shipment to Kenya for materials, pipes, fittings, equipment, etc. cost of unloading at port, road transport to site, offloading, stacking and storage in suitable sheds, double handling as needed at site for materials, pipes, fittings, equipment, etc. <p>No claim shall be considered for further payment in respect of any work or method of execution, which may be described in the Contract or is inherent in the construction of the work and detailed on the drawings on account of;</p> <ul style="list-style-type: none"> ✓ items that have been omitted from the Bill of Quantities, but depicted on the drawings ✓ any omission from the wording of the items or from a clause in the Preamble or ✓ no mention of such work or method of execution having been in the Preamble Items against which no rates or sum is entered by the contractor whether quantities are stated or not shall not be paid for when executed, but will be regarded as covered by other rates in the Bill of Quantities. <p>The contractor shall be deemed to have taken into account all of the following in his tender prices and his construction programmes.</p> <ul style="list-style-type: none"> • all recognized holidays, festivals, religious and other local customs • any stoppage of work or delays due to adverse weather conditions
25.	MISCELLANEOUS WORKS	

1.	Detail	Description
26.	Access Facilities	<p>The Main Contractor shall provide adequate access facilities to various sites within the project area to facilitate construction activities at no extra cost to the Employer.</p> <p>These new facilities provided by the Contractor shall be extended to other contractors/sub-contractors executing works for the project or other agencies.</p>
27.	Existing Services and Structures	<p>The Contractor's attention is specifically drawn to connections to and protecting of existing services and installations.</p> <p>The Contractor shall be deemed to have included in his tender rates and prices adequate provision to comply with all such requirements where applicable.</p>
28.	Painting & Protective Coatings	<p>The rate for painting and protective coatings whether measured separately or included in other items are to include for all temporary staging ladders and the like, covering the adjacent works to prevent splashing providing adequate protection to the work being painted or coated against dust, spray and other foreign matter, for all preparation and priming, carrying out the work in materials and colours to the requirements of the Employer's Representative, curling in edges, washing off stains, and leaving the whole of the work perfect on completion.</p> <p>The rates for painting are to allow the applying of the final coat of paint immediately prior to handing over any section of the work.</p>
29.	Amendments to Designs	<p>Where amendments are required to the civil designs due to prevailing ground conditions, the amended designs shall be produced by the Contractor and approved by the Employers' Employer's Representative.</p> <p>No extra payment shall be made for this work to the Contractor.</p>
30.	Units of Bill of Quantities	All sizes and quantities provided in the Bill of Quantities are in metric units,
31.	Abbreviations:	<p>The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows: -</p> <ul style="list-style-type: none"> • km Kilometre • lm / m / LM Linear metre • mm Millimetre • sm / SM Square metre • cm / CM Cubic metre • No. Number • kg Kilogram • tonne (t) Tonne (1000 Kilograms) • litre Litre

1.	Detail	Description
		<ul style="list-style-type: none"> • Hrs. Hours • L.S. / SUM Lump Sum / Sum • P.S. Provisional Sum
32.	Provision of facilities:	<p>Separate items are not provided for the following which are deemed to be included in the Contract Price: -</p> <ol style="list-style-type: none"> a) Construction and maintenance of any deviation or access roads and all expenses incurred due to passing of the traffic through or around the Site; b) Cost of negotiations for any land required by the Contractor in addition to that made available to him free of charge; c) The subsequent removal of the Contractor's site accommodation as required and quarrying facilities and the reinstatement of the area on completion of the Contract; d) Protection of the Site and Works from water, rain, theft & from any other source; e) Setting out and verification of all survey details and dimensions; f) Provision and preservation of survey control points; g) Provision of all samples and test certificates: and h) Water supply and services. i) Measures to reduce emissions and temporary protection of the environment. j) Provision of Protection Equipment to Staff k) Staff wages and salaries l) Fees for approvals and Licenses from local authorities and the government to carry out the works m) Any other costs implied for the successful completion of these works
33.	SCHEDULES	<ol style="list-style-type: none"> a) All relevant items in the Bills of Quantities must be priced in indelible Ink. No alterations of the Quantities or descriptions made by the Bidder will be allowed. b) The Bidder shall complete all the schedules entirely. The schedules shall be read in conjunction with the specifications and the drawings. c) The total prices in the main summary of price schedules shall

1.	Detail	Description
		<p>be deemed to include all obligations under the Contract including and not limited to labour, supply of materials, equipment, apparatus, fittings, spares, tools, all construction works, wastages insurance, delivery to site, storage, installation, Personal Protective Equipment, government statutory charges, fees, duties, Withholding Tax, V.A.T and testing and commissioning of installations etc. etc. in accordance with specification.</p> <p>d) The Price Schedule shall be duly filled in its entirety. Any prices omitted from any section or part of price schedule shall lead to rejection of the bid.</p> <p>e) All prices shall be in local Kenya currency, or freely convertible currency in Kenya.</p> <p>f) The quantities set out in the Bill of Quantities are the estimated quantities of the works and they shall not be taken as the actual and correct magnitude of the works to be executed by the contractor in fulfilment of his obligation under the Contract.</p> <p>g) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and of the rates and prices stated in the priced Bills of Quantities, which rates and prices shall cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.</p> <p>h) The Contractor shall allow in their rates for the payment of all bank charges in connection with the procurement of Bank Guarantees and stamp charges in connection with this contract Agreement.</p> <p>i) The Contractor shall allow in their rates for the payment of all Government Statutory Fees and Charges in connection with this contract Agreement.</p>

SECTION V (F):

NOTE

a) All unit rates ***MUST*** be entered ***EXCLUSIVE*** of 16% VAT.

b) All other government taxes (except 16% VAT), statutory fees, charges, levies, duties,

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSh.)	AMOUNT (KSh.)
	ELEMENT NO. 1				
	PRELIMINARIES				
	Site office, Sheds for storage of Materials				
1.01	Allow for Prime Sum for site management, site safety and security, workplace and site clean-ups during and on completion of works, waste disposal, trainings, meetings, awareness sessions, portable water consumption, site power consumption (contractor own power), insurances, provision of site facilities such as office accommodation, storage, workshop facilities, serviceable and clean pit latrine, all to be decommissioned on completion of the project, project consumable materials, temporary works or similar not covered elsewhere in this BOQ; Allow for watching (by competent watchmen) and lighting; remove thereupon completion of the project, and make-good grounds upon which the premises have been removed	ITEM	1		
	Foundation/ Substructure Design				
1.02	Design and submit calculations and drawings for Foundation / substructure in accordance to approved Standards	SUM	1		
	Material Testing				
1.03	Allow for material testing and inspection during project execution period	SUM	1	30,000.00	30,000.00
1.04	Extra over item No. 1.02 for contractor's overheads and profits (%)	%	30,000.00		
	Contingency Amount				
1.05	Allow for KShs. 300,000 for Contingency Amount	PS	1	300,000.00	300,000.00
1.06	Extra over item No. 1.04 for contractor's overheads and profits (%)	%	300,000.00		
	Total Carried to Main Summary				

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSh.)	AMOUNT (KSh.)
	<u>ELEMENT No. 2</u>				
	<u>SUBSTRUCTURES</u>				
	<u>ALL PROVISIONAL</u>				
	<u>Note: The work in this element includes all works up to and including the Ground floor slab</u>				
	<u>Excavation & Earthworks</u>				
2.01	Allow for survey and setting out the Works in accordance with the dimension and levels shown on architectural and structural drawings	SUM	1		
2.02	Clear the site of all bushes, shrubs, undergrowth, small trees and the like, grub up their roots and burn the arising on site	SM	245		
2.03	Excavate oversite to reduced levels not exceeding 300mm deep	CM	75		
2.04	Excavate pits for column bases commencing from stripped level but not exceeding 1.5metres deep and cart away to spoil heaps.	CM	75		
2.05	Excavate foundation trenches commencing from ground level but not exceeding 1.5metres deep and cart away to spoil heaps.	CM	210		
2.06	Extra over all excavation for excavating in rock at any depth.	CM	15		
2.07	Allow for keeping excavations free from general water.	ITEM	1		
2.08	Allow for planking, strutting and shoring to sides of all excavations keep excavations free from all fallen materials.	ITEM	1		
	<u>PLAIN CONCRETE CLASS 15 mix (1:3:6) / 20mm Aggregate, including formwork:</u>				
2.09	50mm thick blinding under column bases.	SM	30		
2.10	Ditto under foundation wall footing	SM	85		
	<u>REINFORCEMENT</u>				
	<u>Deformed bars reinforcing steel to BS4449:2005 : including cutting to length, bending, hoisting, fixing and spacing blocks</u>				
2.11	Assorted sizes in bases & sub-columns and strip foundation	KG	3,400		
	<u>VIBRATED REINFORCED INSITU CONCRETE CLASS 25 mix (1:1.5:3) / 20mmAggregate, in:</u>				
2.12	Column bases	CM	12		
2.13	Strip foundation	CM	17		
2.14	Sub-Columns	CM	5		

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSh.)	AMOUNT (KSh.)
2.15	150mm thick ground floor Slab	SM	245		
	<u>Imported filling</u>				
2.16	150 mm Murram fillings: deposited, spread; well-watered levelled and compacted in layers not exceeding 150mm thick under floors to level and slope as required	CM	245		
2.17	Crushed stone hardcore fill; well compacted in layers not exceeding 150mm	CM	95		
2.18	50 mm Stone dust blinding to surfaces of hardcore rolled smooth to receive polythene damp proofing membrane (m/s)	SM	245		
	<u>Anti-termite Treatment</u>				
2.19	Termidor' or other equal and approved ant termite insecticide treatment with ten years guarantee, applied strictly in accordance with manufacturer's instructions, to tops of fill and foundation walls	SM	245		
	<u>Damp proofing(DPM)</u>				
2.20	1000 gauge polythene sheet damp proof membrane including 150mm overlaps: to floors	SM	245		
	<u>Fabric mesh reinforcement : to BS 4483 as described</u>				
2.21	Single layer of mesh reinforcement: Reference No. A142; weighing 2.22kg/m ² and including 150mm end and side laps, tying wires and spacers to Floor bed	SM	245		
	<u>WALLING</u>				
	<u>Quarry stone bedded and jointed in cement and sand (1:4) mortar, reinforced with and including 25mm x 3mm hoop iron wall ties in every alternate course</u>				
2.22	200mm thick in foundations	SM	310		
	<u>PLINTH FINISHES</u>				
	<u>15mm Cement and sand (1:4) plaster to:</u>				
2.23	12mm Wood floated waterproof cement and sand (1:4) render: on concrete or stonework(450mm high)	SM	175		
	Total Carried to Summary			Kshs	

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSh.)	AMOUNT (KSh.)
	<u>ELEMENT No. 3</u>				
	<u>REINFORCED CONCRETE SUPERSTRUCTURE</u>				
	<u>Note: The work in this element includes all works up roof including associated sawn formwork</u>				
	<u>VIBRATED REINFORCED CONCRETE CLASS 25 mix (1:1.5:3) / 20mmAggregate, in:</u>				
3.01	Columns	CM	5		
3.02	Beams	CM	12		
	<u>REINFORCEMENT</u>				
	<u>Deformed bars reinforcing steel to BS4449:2005 : including cutting to length, bending, hoisting, fixing and spacing blocks</u>				
3.03	Assorted sizes in: columns & beams	KG	1,650		
	Total Carried to Summary			Kshs	

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSh.)	AMOUNT (KSh.)
	<u>ELEMENT No. 4</u>				
	<u>WALLING AND PARTITIONS</u>				
4.01	200 mm wide approved quality 3-ply bituminous felt damp proof course(DPC) under walls	LM	140		
	<u>Machine cut natural stone walling with a minimum of 7.0 N/mm2 average compressive strength to B.S 5390; bedded and jointed in cement and sand (1:4) mortar; reinforced with 25 x 3 mm thick hoop iron strips at alternate courses to: ~</u>				
4.02	200mm thick wall	SM	410		
	To summary			KShs	

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSh.)	AMOUNT (KSh.)
	<u>ELEMENT No.5</u>				
	<u>ROOFING & RAIN WATER DISPOSAL</u>				
	<u>ROOF FRAMEWORK (All Timber)</u>				
	<u>The rates for timberwork shall include all connection plates, nails, bolts, nuts, washers and all connections as per Engineer's detailed drawings</u>				
	TRUSSES				
5.01	50x150mm Rafters	LM	270		
5.02	Ditto in tie beam	LM	185		
5.03	50x100mm struts and ties	LM	410		
5.04	75x50mm purlins	LM	365		
5.05	100x50mm wall plates	LM	60		
5.06	38x250mm Ridge board	LM	30		
	Eaves boarding				
	<u>T & G Ceiling</u>				
	<u>Sawn treated cypress</u>				
5.07	100 x 25mm T & G boarding secretly nailed to and including 50 x 50mm sawn celcured cypress battens at 600mm c/c	SM	65		
	<u>Prepare and apply three coats first grade polyurethane clear varnish: on wood: to</u>				
5.08	General surfaces of T & G ceiling	SM	65		
	Fascia and barge boards				
5.09	Supply and fix, 25 x 225mm fascia and barge boards with splayed bottom edges, nailed to ends of timber roof framework.	LM	95		
5.10	Knot, prime, stop, prepare and apply three coats of high gloss enamel paint to surfaces of the fascia and bargeboards 200 - 300mm girth.	LM	95		
	<u>ROOF COVERING</u>				
	<u>Supply and fix gauge 28 IT4 Zinc coated aluminium box profiled roofing sheet on timber truss "with and including 100mm end laps and 75mm side laps to</u>				

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSh.)	AMOUNT (KSh.)
	<u>include ridge caps, hip caps iron valley gutters and other accessories;</u>				
5.11	Sloping Roof covering at 22° to horizontal	SM	345		
	<u>Rain Water Disposal</u>				
5.12	180mm diameter UPVC heavy duty half round with support brackets at 1200c/c	LM	60		
5.13	75 mm diameter UPVC downpipe fixed to wall with and including holder butts at 1000mm centers	LM	25		
5.14	Extra over ditto for shoe	NO	10		
5.15	Extra over ditto for swan neck offset 600mm long	NO	10		
5.16	100mm diameter outlet including connection to uPVC down pipe (m.s)	NO	10		
	Total Carried to Summary			Kshs	

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSh.)	AMOUNT (KSh.)
	<u>ELEMENT No. 6</u>				
	<u>DOORS</u>				
	<u>INTERNAL DOORS</u>				
	<u>45mm thick semi-solid flush door with 3mm plywood facing on both faces</u>				
6.01	Door type D2 overall Size 900 x 2400mm high :	No.	6		
	<u>WROT CYPRESS FRAMES AND MOULDINGS to Client's approval</u>				
6.02	100 x 50mm Frames ; 15 x 45mm rebate with two labours	LM	45		
6.03	50 x 25mm Architrave : moulded	LM	45		
6.04	20mm Quadrant moulding	LM	45		
	<u>Supply and fix the following ironmongery including all necessary furniture and fixing accessories : locks and furniture where applicable are to be equal to those manufactured by "UNION" and approved by the Architect</u>				
6.05	100mm brass butt hinges	Prs	60		
6.06	2-Lever lock as UNION 2277	No.	8		
6.07	Aluminium hat and coat hooks	No.	8		
6.08	32mm diameter floor mounted door stop as UNION 8400	No.	8		
	<u>PREPARE SURFACE AND APPLY ONE COAT PRIMER, one undercoat and two gloss finishing coats on;</u>				
6.09	General timber surfaces	SM	40		
	<u>EXTERNAL DOORS FOR THE WASHROOM</u>				
	<u>MAHOGANY PANELED HARDWOOD DOORS</u>				
	<i>45mm Thick Paneled Mahogany solid core door with hardwood lipping; panels complete with frames and all the necessary ironmongery including Hinges, 3-lever door Locks, Door stays, Door closure and 450mm long handles</i>				
6.10	Door type D1 Overall Size 900 x 2400mm high	No.	2		
	<u>MAHOGANY FRAMES AND MOULDINGS to Client's approval</u>				
6.11	100 x 50mm Frames ; 15 x 45mm rebate with two labours	LM	15		
6.12	50 x 25mm Architrave : moulded	LM	15		
6.13	20mm Quadrant moulding	LM	15		
	Total Carried to Summary			Kshs	
ITEM	DESCRIPTION	UNIT	QTY	RATE (KSh.)	AMOUNT (KSh.)
	<u>ELEMENT No. 7</u>				
	<u>PLUMBING AND DRAINAGE INSTALLATIONS ALL PROVISIONAL</u>				
	NOTE: The RATEs inserted should include for:-				
	(1) Fixing complete with all necessary cutting and jointing along the running lengths, waste, shorts and supports.				

	(ii) Forming chases, mortices holes in walls and concrete structure including making good surfaces.				
	SANITARY FITTING				
	Supply and install the following sanitary fittings and accessories including all connections to services, wastes, jointing to supply, over flows pipes and all plugging and screwing to walls and floors.				
	Water closet				
7.01	White vitreous china dual flush, close coupled W.C. suite comprising of closet "P" or "S" trap, 9 liters cistern with valve less fitting and plastic syphon, plastic flush bend, heavy duty plastic seat and cover; pan plugged and screwed to concrete floor and bedded in mastic and cistern fixed to walls to be as "Lecico" or equal and approved.	NO	4		
	Water closet accessories				
7.02	White vitreous china built in toilet roll holder size 205 x 150mm.	NO	4		
7.03	15mm diameter flexible connectors, 300mm long complete with chrome plated angle valve including union jointing to steel tubing and the sanitary fittings.	NO	4		
	Wash hand basin				
7.04	White vitreous china wash hand basin size 350 x 455mm as "Nova" complete with 1No.12mm chrome plated sink tap "Vado" or equal and approved.	NO	4		
	Wash hand basin accessories				
7.05	32mm Diameter heavy duty plastic bottle trap complete 32mm chrome plated waste, plug, chain and stay; fixing steel brackets and all necessary accessories	NO	4		
7.06	15mm diameter flexible connectors, 300mm long complete with chrome plated angle valve including union jointing to steel tubing and the sanitary fittings.	NO	4		
	Shower Fittings				
7.07	100mm diameter heavy duty plastic shower rose fixed to galvanized iron shower arm	NO	4		
7.08	450mm long silver painted galvanized iron shower arm with end fixed to CPVC adapter the other with socket ready to receive instant shower heater.	NO	4		
7.09	Shower bib tap complete with galvanized mild steel nipple Connection as "Pegler" or other equal and approved	NO	4		
7.10	Shower stop cork in chrome plated steel as "Cobra" or other equal and approved	NO	4		
	Soap Tray				
7.11	White vitreous china built in soap tray size 205 x 150mm	NO	4		
	Mirror				
7.12	610 x 457 x6mm Thick Glass plate mirror as "Impala glass" or equal and approved fixed to wall with 4No.chrome plated dome capped screws and 5mm thick foam back rest.	NO	4		

	Instant electric shower head heater				
7.13	Instant electric shower head heater with embedded rod type sheathed element. Electrically insulated with electronic temperature control complete with wide rose and overflow to withstand a working pressure of up to 400kpa. It shall have a heating capacity of about 5.5kw and complete with extension shower arm and 4mm ² electric supply cable to neon lit DP switch, all to be as "Lorenzetti" or equal and approved	No.	2		
	Towel rail				
7.14	Chrome plated 20mm diameter x 600mm long double towel rail and brackets as one piece, plugged and screwed into the wall.	NO	2		
	<u>DRAINAGE</u>				
7.15	Excavate trenches for 150mm diameter uPVC pipes, part fill and ram	LM	100		
7.16	Ditto but for 100mm diameter pipe	LM	50		
7.17	Supply, lay and joint 150mm diameter heavy gauge uPVC pipes in trenches	LM	100		
7.18	Ditto but for 100mm diameter pipe	LM	50		
7.19	Excavate pits for manholes commencing from ground level but not exceeding 1.50metres deep and cart away.	CM	10		
7.20	Supply materials and construct masonry walled manholes of internal size 700 x 700 x 1000mm deep (average) on 100mm thick concrete (1:2:4) bed and cover including 15mm thick water proof plaster internally and medium density cast iron covers and frames	No.	10		
7.21	Allow for plumbing and drainage pipe work to connect to existing networks and for connection of water from overhead tanks to WCs, Showers and WHBs including testing the whole system	ITEM	1		
	Total Carried to Main Summary			Kshs	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (KSh.)
	<u>ELEMENT No.8</u>				
	<u>ELECTRICAL WORKS</u>				
	<u>Electrical works to be executed by an EPRA (Energy and Petroleum Regulatory Authority) Licensed Electrician C-1 OR C-2</u>				
	<i>NOTE:</i> <i>i. All wire connections are to be done using recommended strip connectors</i> <i>ii. All cable terminals are to be neatly marked/labeled at both terminal ends</i> <i>iii. All wiring must be concealed in conduits neatly arranged and secured above the ceiling.</i> <i>iv. Accessories here mentioned include but are not limited to junction boxes, cable lugs, requisite fastening screws, conduit elbows, unions,</i> <i>v. Test results must be presented in a test report</i>				
	<u>Electrical Engineering Services</u>				
	<i>Builders work in connection with Electrical Engineering services</i>				
	<i>Cut and/or chase and make good thereafter for electrical installations including associated switches and concealed conduits therewith: for</i>				
8.01	Lighting points/switches	NO	4		
8.02	Power points	NO	4		
8.03	Consumer unit	NO	1		
8.04	Meter Board	NO	1		
	<u>Consumer Units and Distribution Boards</u>				
8.05	Supply, wire, install and test 12-way consumer unit complete with 100A isolator with double pole isolator, 2No 32A, 2No 25A, 4No 10A circuit breakers	NO	1		
	<u>Socket Power Outlets</u>				
8.06	Supply, wire, install and test, Twin 13A switched moulded socket outlets complete with deep pattresses, 25mm conduits, 2.5mm ² single core copper wires	NO	4		
8.07	Supply, wire, install and test, Single Switched, Instant shower socket outlets in 3x6mm ² SC PVC CU in concealed 25mm diameter rigid HG PVC conduits	NO	2		
	<u>Lighting Fittings and Accessories</u> <i>Supply, install, test, commission and set to work the</i>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (KSh.)
	<i><u>following. All lighting fittings to be complete with lamp, control gear etc. as applicable.</u></i>				
8.08	Supply, wire, install, test 1-gang 1-way light switches complete with all accessories including deep patress, 1.5mm ² single core copper cables and run in 20mm concealed conduits	NO	2		
8.09	Supply, wire, install, test, and commission 600mmx600mm Backlit LED Panel lights, 4000K, >4000 lumens, IP40, Ceiling mounted, CRI>80, Mean rated service life L80(tq 25 °C) of 100,000 h, Operating Voltage range (120-277V). The light source replaceable according to the eco-design requirements (VO (EU) 2019/2020). (Attach relevant datasheets)	NO	10		
8.10	Supply, wire and install 18 W LED bulkhead lamps (washrooms)	NO	2		
8.11	Supply, wire, install, and test, 30Watts IP64 LED Flood lights, 4000K, >15000 lumens, Life: 50,000 hours, operating voltage 120-277V, complete with the mounting brackets and analogue timer for automatic switching	NO	3		
	Total Carried to Main Summary			Kshs	

ITEM	MAIN BUILDING SUMMARY	AMOUNT (KSh.)
1	PRELIMINARIES	
2	SUB-STRUCTURES	
3	REINFORCED CONCRETE SUPERSTRUCTURE	
4	WALLING & PARTITIONS	
5	ROOFING	
6	DOORS	
7	PLUMBING AND SANITARY FITTINGS	
8	ELECTRICAL WORKS	
	SUB-TOTAL	
	ADD: 16% VAT	
	GRAND TOTAL	

c) etc.... MUST be included in the unit rates.

SIGNED: BILL OF QUANTITIES

To be filled in block letters

Total Tender Price in Figures:) KES

Total Tender Price in Words:
(Carried to Form of Tender))

)

)

)

Company Name)

)

COMPANY ADDRESS:

Physical)

)

)

Email)

Phone)

NAME OF REPRESENTATIVE

)

Sign)

Email)

Phone)

Date (DD-MM-YYYY))

Company/Firm Stamp)

PART III ~ THE CONDITIONS OF CONTRACT AND CONTRACT

SECTION VIII ~ GENERAL CONDITIONS OF CONTRACT (GCC)

General Conditions of Contract shall be **FIDIC GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION (RED BOOK) SECOND EDITION 2017**

Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
Fax: 41 21 653 5432
Telephone: 41 21 653 5003

SECTION IX ~ SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions shall supplement the GCC. Whenever there is a conflict, the provisions here in shall prevail over those in the GCC.

Conditions	Sub- Clause	Data
Procuring Entity's name and address	Heading	KENYA ELECTRICITY GENERATING COMPANY PLC
Name and Reference No. of the Contract	Heading	KENYA ELECTRICITY GENERATING COMPANY PLC Stima Plaza Phase III, Kolobot Road, P.O. Box 47936, 00100 NAIROBI, KENYA. Tel: +254 2 3202000. Fax: +254 2 248848
Employer's Representatives Name and address	Heading	GENERAL MANAGER GEOTHERMAL DEVELOPMENT KENYA ELECTRICITY GENERATING COMPANY PLC Olkaria Geothermal Plaza Moi South Lake Road P.O. Box 785-20117 NAIVASHA, KENYA.
Accessories/Tools	TR-10	Accessories/tools should be delivered with data sheet/ brochure and Maintenance/ User manuals.
Electronic transmission systems	1.3	Email; E-Signing allowable
Contract Agreement	1.6	Contract Agreement establishes the terms and conditions that will govern the contract awarded during the term of the Contract. The Agreement allows the Procuring Entity to call the Contractor to commence any works as identified in the Contract within the duration of the agreement. No commitment is made with regard to possible quantity of works to carried out.
Time for access to the Site	2.1.1	No later than the Commencement Date, and not later than 14 days after Commencement Date
Performance Security	4.2.1	The performance security will be in the form of a <i>performance bond</i> in the amount(s) of 1% percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
Contractor's Representative's name	4.3	<i>[insert the name of the Contractor's Representative agreed by the Procuring Entity prior to Contract signature]</i>

Conditions	Sub- Clause	Data
As Built Records	4.4.2	N/A
Operations and Maintenance Manuals	4.4.3	N/A
Contractor to Provide Training	4.5	<i>Contractor to provide ON SITE training/commissioning of installed systems (where applicable)</i>
Progress Reports	4.20	<p>The Contractor Shall Submit,</p> <p>11 Weekly Reports (by end of Week) and 12 Monthly Reports (Within 7 days after end of Month)</p> <p>Providing all details as indicated in these Terms and Conditions of Contract or as may be instructed by the Engineer and, in the Format acceptable to the Employer. The reports shall be submitted without delay.</p>
Subcontractors	5.1	Subcontracting not allowed under this contract
Normal working hours	6.5	0800 to 1700hrs, except Public Holidays and Weekends, unless where otherwise instructed by the Client.
Commencement of Works	8.1	Commencement date shall be CLIENTS ORDER TO COMMENCE after contract signing and as shall be decided during kick off meeting.
Time Completion for	8.2	<p>Duration for implementation from commencement date to end of DLP as shall be 18 CONSECUTIVE CALENDAR MONTHS UPON ISSUANCE OF EMPLOYER'S ORDER TO COMMENCE, where;</p> <p>a) 12 Months Project Execution Period b) 6 Months Defects Liability Period</p>

Conditions	Sub- Clause	Data
Program	8.3	<p>Revise as follows:</p> <p>a) Contractor shall submit an initial Program of Works within 7 days after receipt of Engineers issues an instruction for particular works to be undertaken</p> <p>b) The Contractor shall issue a revised Program of Works within 7 days when it becomes apparent the current actual progress of works does not reflect the due status in the program of works.</p> <p>All other terms and conditions as provided in the General Conditions of contract apply.</p>
Delay Damages	8.8	The damages for the whole of the Works are <i>[0.1%]</i> per day (working day) that the actual Completion Date is later than the Intended Completion Date. The Employer SHALL deduct Delay Damages from payments due to the Contractor. Deductions of liquidated damages shall not affect the Contractor's liabilities.
Maximum amount of delay damages	8.7.1	The maximum amount of liquidated damages for the whole of the Works is <i>[10%]</i> of the final Contract Price.
Completion of Outstanding Works	11.1(a)	Within Contract Period
Defects Liability Period	11.1(b)	<ul style="list-style-type: none"> • 6 Months
Advance Payment	14.2	The Contractor may request Advance Payment. Advance payment shall not exceed 20% of the Accepted Contract Price ; Advance Payment may be requested within 21 days after commencement date
Advance Payment	14.2.2	<p><i>Include:</i></p> <p>Advance Payment Guarantee</p> <p>Advance payment shall be paid against an irrevocable bank guarantee from a reputable (tier 1 or tier 2) commercial bank in Kenya.</p>
Repayment of Advance Payment	14.2.3	<i>14.2.3 (b) shall be applicable clause for repayment of advance payment</i>
Application for Interim payment	14.3	<p>The Contractor shall issue Non – Binding Estimates and a valuation Statement for the focus period for payment due to the contractor. These shall include:</p> <ol style="list-style-type: none"> 1. Detailed valuation to date 2. Detailed Progress Report to date in format acceptable by the Employer. 3. Valuation estimates due for the focus period for only completed works in the focus period.

Conditions	Sub- Clause	Data
		The Client's Representative shall proceed to determine the Contractor's issued Non – Binding Estimates and valuation Statement within 42 Days of receipt of non-binding estimates from the contractor. The contractor may be requested to review their issued non-binding estimated if any error, additions or omissions are noted. Upon completion of determination of the submitted Non – Binding Estimates and valuation Statement, the Employer shall issue Interim payment Certificate and request the Contractor to submit their Tax Invoice for Payment purposes.
Schedule payment of	14.4	The Project shall be paid in interim certificates based on <u>completed</u> milestones. Minimum value of each interim payment certificate shall be 20% of the contract price.
Payment	14.7	The Employer shall pay the contractor, amount certified in each IPC and FPC within 30 days upon issuance of Interim payment Certificate and the Employer receives the Contractor's Tax Invoice, or upon issuance of the Final Payment Certificate
Payments	14.7	<u>In addition:-</u> (d) The Tenderer MUST have sufficient funding to implement the project. The Tenderer shall have access to, or have available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated at a minimum of 60% of Tenderer's Tender for the subject contract(s) net of the Tenderer's other commitments. The Tenderer is informed that interim payments SHALL NOT be a precondition for continued works unless where the valuation of works undertaken is 60% of Tenderer's Tender Price , or more and the contractor is yet to receive any payments from the procuring entity.
Percentage Retention of	14.9	10%, deducted from every interim payment certificate, to be paid at the end of DLP.
Termination for Contractor's Default	15.2	Include: (b) Abandons works for an extended period of 60 CUMMULATIVE WORKING DAYS without reasonable cause as may be admissible under this contract (c) Fails to proceed in accordance with Cl. 8 with works for an extended duration of 42 CONSECUTIVE CALENDAR DAYS without reasonable excuse / cause as may be admissible under Terms and Conditions of this contract

Conditions	Sub- Clause	Data
Insurance to be Provided to be Contractor by	19.2	<p>Contractor to provide all applicable insurances including</p> <p>a) Contractor Installation All Risk Insurance; Covering physical loss or damage to the Facilities, works, plant, material, property at the Site up to the defect liability period while the Contractor is on the Site for the purpose of performing its obligations during the defect liability period; The installation all risk insurance will insure both the Contractor and the Employer.</p> <p>b) WIBA - Workers' compensation insurance in respect of the Personnel of the Contractor and of any Sub-Contractor, in accordance with the relevant provisions of the Applicable Law</p> <p>Alterations to the terms of insurance shall not be made without the approval of the Employer</p> <p>The Contractor shall ensure that they are at all times in compliance with statutory requirements and provisions pertaining to the requisite applicable insurance policies.</p>
Periods for submission of insurance:	19.2	Precondition to contractor commencement of works on site
Periods for submission of insurance:	19.2	Policies and certificates for insurance shall be delivered by the Contractor to the Employer's Representative for approval before the Commencement Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
Constitution of the DAAB	21.1	As and when will be applicable, to be Determined during Contract Execution
ADJUDICATION	21.1	<p>Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter or other International body.</p> <p>The hourly fee for the Adjudicator shall be as determined by the Chartered Institute of Arbitrators (Kenya Branch) and the costs shall be shared amongst the two parties</p> <p>If the parties fail to agree upon the name of the Adjudicator, the appointment shall be made by the Chartered Institute of Arbitrators (Kenya Branch) at the request of either party.</p>

SECTION X: CONTRACTUAL REQUIRMENTS AND OTHER OBLIGATIONS

1)	Instructions and Undertaking Works	<p>The contractor and or his representative should not execute any work until and unless it is authorized by the Employer's representative. Care should be taken not to damage any property/equipment by improper handling etc. the contractor shall be responsible for any damage or theft and shall have to make good to its original shape and description as and when damage/theft etc. takes place / is noticed.</p> <p>Care should be taken not to damage any property/equipment by improper handling etc. the contractor shall be responsible for any damage or theft and shall have to make good to its original shape and description as and when damage/theft etc. takes place / is noticed.</p>
2)	Working Hours	<p>Working hours shall be 8:00am to 5:00pm from Monday to Friday. KenGen may normally require works to be execute on Saturdays, Sundays, public holidays and extra hours during the weekdays in case of circumstances requiring such instructions. Works shall not be carried out in following public holidays except where expressly advised by KenGen Employer's Representatives.</p> <ul style="list-style-type: none"> a. New Year's Day (1st January) b. Good Friday c. Easter Monday d. International Labour Day (1st May) e. Madaraka day (1st June) f. Idd-UI-Fitr g. Idd UI Adha h. Moi Dai (10th October) i. Mashujaa day (20th October) j. Jamhuri day (12th December) k. Christmas day (25th December) l. Boxing Day (26th December) <p>Any other gazetted Public holidays (Assume 2 per year)</p> <p>None of the permanent work shall be carried out between 5:00 PM and 8:00 AM or on Sundays or on Public Holidays without the express authority of the Employer's appointed Employer's Representative;</p> <p>In the event of the Client Representative consenting to work being carried out outside normal working hours, the contractor shall be responsible for payment of any additional costs for his staff.</p> <p>Working hours are 8:00am to 5:00pm from Monday to Friday</p>
3)	Administrative facilities for the	<p>The Contractor shall establish a site office. KenGen shall provide a location where the Contractor will construct, at his own cost (or as</p>

	Contractor	<p>may be provided within the BOQ), a temporary operation site office in order to provide effective services. He will also meet all costs for connecting electricity, telephone, or any other mode of communication. However, the water to the office will be available to the Contractor free of charge provided the Contractor will meet the cost of connection from the nearest available point. KenGen will not guarantee the quality or be responsible for any consequences arising from the use of the water.</p> <p>The Contractor must provide the necessary toilet facilities to the requirement and satisfaction of the Health Authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.</p>
4)	Publicity Sign Board	Where so required and as provided for in the BOQ, the Contractor shall provide a Sign Board as specified on the Drawing. The Sign Board shall be placed at the beginning section covered by this Contract. The Sign Board shall be maintained for the duration of the Works and removed on completion
5)	Instructions	The Client shall work in accordance to instructions issued at all time. The Contractor is required to seek for Instructions if non is issued by the clients. The client is obligatred to issue such instructions within 3 working day of receipt of Request for Instructions from the contractor.
6)	Notices from the Contractor	The Contractor shall give the Client reasonable notice of the intention to set out or take levels for any part of the Works so that arrangements may be made for checking the work. The accuracy of setting out and leveling shall be within the tolerances specified in the Specifications or on the Drawings. The checking of setting out or leveling by the Client shall not relieve the Contractor of his duties or responsibilities under the Contract.
7)	Site and Progress Meetings	<p>After signing the contract by both parties, KenGen’s representative shall call a Project Kick-Off Meeting to initiate commencement of the works where the contractor shall provide a detailed work program.</p> <p>It is a condition of this contract that site meetings shall be held regularly in the contract period on a date as agreed on. The Contractor and KenGen must be represented in those meetings. Other people may be co-opted to attend the meeting depending on the agenda.</p> <p>At the end of the project, there shall be a Project Hand over meeting</p>
8)	Contract Administration	The Contractor shall always endeavour to carry out the contract as detailed in this tender document. In order to minimize disputes especially those that emanate from failure to follow the specifications, both the Contractor’s and KenGen’s representative must visit daily all the areas under this contract and sign in a log

		book that everything is in order. Any adverse comments must be put in the log for future reference and both supervisors shall sign the log to signify that they are party to the comments inserted therein. In case any party does not agree with the comments put in the log by the other party, then he is at liberty to write his opinion and sign it.
9)	Progress Reports	The Contractor shall submit to the Client on the first day of each week or such longer period as the Client from time to time direct, a Progress Report and any information for the proceeding period, showing the progress during the period and the up-to-date cumulative progression all important items of each section or portion of the Works.
10)	Management of the construction site	The Contractor shall not use the Site for any purpose other than that of carrying out the Works. Where the Contractor is advised of limits of land available around the area of the main construction site, the Contractor shall have no rights to use areas outside these limits except for short periods and/or by such arrangements with the owners as he shall elect to make.
11)	Blasting and Explosives	Blasting will only be allowed with the express permission of the Client in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost, in accordance with any Government regulations in force for the time being, and any special regulations laid down by the Client governing the use and storage of explosives.
12)	Security, Watching and Lighting	<p>The Contractor shall take all necessary precautions such as temporary fencing, screens, etc., for the safe custody of the Works, materials and public and employer's property on the site.</p> <p>The Contractor shall employ competent watchmen and guard the works both by day and night. Uncovered areas and materials dump or other obstructions likely to cause injury to any person or animals shall be suitably fenced off or guarded to ensure that such incidences do not occur.</p> <p>The Contractor shall be responsible for any injury or loss to the Contractor, the Employer and any third parties or anyone else resulting from the contractor's actions or omissions in respect to safety and security.</p> <p>The Contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the works, plant and materials against damage and theft.</p> <p>The Contractor shall provide all artificial lighting and power for his own use on the Works, (including Sub – Contractor's) including all temporary connections, wiring, fittings, etc., and clearing away on completion. Where applicable, the Contractor shall pay all fees and obtain all permits in connection there with.</p>

13)	Protection of Works from Rain	The works shall be so executed that should it be necessary to suspend work due to rain, no part thereof is left in such a state as to be liable to damage thereby. No claim by the Contractor arising out of the reinstatement of any damage caused by or incidental to rain shall be accepted.
14)	Protection of Existing Services	<p>a) There are overhead, surface and underground services at the site including roads, water pipelines, sewage lines, electricity cable, telephone cables and fences. The contractor is advised to take due care while carrying out the work. The contractor shall also be responsible for identifying these services from the surface providers</p> <p>b) The Contractor shall acquaint himself with the position of all existing services on or adjacent to the site before commencing the works.</p> <p>c) Various above ground and underground services such as pipelines, cables and power lines may exist within the confines of the various areas of the Site. Whenever the Contractor has been advised of the approximate positions of such services and has to execute work adjacent to or concerning them, he shall be entirely responsible for locating the exact position of the services, either diverting or temporarily supporting them as agreed with the Client Representative, protecting them during the work and making good afterwards.</p> <p>d) He shall at his own expense ascertain in writing from the Statutory undertakers and other public bodies, companies and other persons who may be affected, the positions and depth of their respective ducts, cables, mains, pipes or other services. He shall thereupon search for and locate such service.</p> <p>e) If the works will interrupt any service passing through the Site, the Contractor shall provide a satisfactory alternative service in full working order to the satisfaction of the owner of the service and the Client Representative before cutting off the existing service.</p> <p>f) Except that such services are required to be removed or altered by virtue of the layout of the permanent work and not the manner in which the work is carried out shall be so removed or altered at the direction and at the expenses of the Employer.</p> <p>g) Client Representative must be informed in writing of any services exposed during repairs and the Contractor will be required to adequately support, restore and make good any services disturbed in the course of the works and shall be further liable for any damage which may be shown during the period of maintenance, to have arisen through the execution of these works.</p> <p>h) The Contractor will be required to make good, at his own expense and damage he may cause to the present road surface</p>

		<p>and pavements within or beyond the boundary of the Site, during the period of the works. All existing paths, storm water channels, etc., that may be destroyed or damaged during the progress of the Works shall be reinstated by the Contractor to the satisfaction of the Employer's Representative.</p> <p>i) The Contractor must take steps necessary to safe guard and shall beheld fully responsible for any damage caused to existing and adjacent property, including buildings that are not a subject of demolition. He shall make good at his own cost damage to persons and property caused there on, and he shall indemnify the Procuring Entity against any loss or claim that may arise.</p>
15)	Surface to be inspected	<p>During the construction of any works and from the time of completion of the works, the contractor shall inspect the surfaces and if from whatever cause the surface is found to, have subsided the contractor shall make good the same at his own expense to Client Representative 's instructions.</p> <p>The Contractor shall at his own expense take every precaution to prevent slips and falls of materials or equipment in the works. In the event of any slips or falls occurring, the contractor shall restore the works and reinstate any parts of the works affected at his own expense.</p>
16)	Material suitability	<p>Materials shall strictly comply with the Employer's Design unless the use of an alternative material has been explicitly requested by the Contractor and approved by the Employer's Representative. All materials and equipment furnished shall:</p> <p>be new, unused, and undamaged when installed or otherwise incorporated in the Works and properly identified by appropriate stampings and markings and shall be accompanied with original manufacturer's documentation where appropriate,</p> <p>All material shall be new unless otherwise directed or permitted by the Employer's Representative and, in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtained in the ordinary meaning of the word 'best' and not merely a trade signification of the word.</p> <p>All materials and workmanship shall, unless otherwise specif/ied or described, conform to the appropriate British Standard Institution Specification or other authoritative standard ensuring equal or higher quality current at the time of tender and in accordance with the requirements of local statutory authorities.</p> <p>The Works throughout shall be executed by skilled workmen well versed in their respective trades.</p> <p>The Contractor is responsible for the location, provision and supply</p>

		<p>of all materials for the work, which shall comply with Appropriate Clauses in the specification. All materials shall be of approved manufacture and origin and the best quality of their respective kind</p> <p>The Contractor is at liberty to propose to the Employer's Representative the use of material other than those specified but may use such materials subject to Employer's Representative's written Approval.</p> <p>A sample of each type of material shall be delivered to site for approval by the Employer's Representative. Where a sample may be difficult to deliver to site due to its nature, the Contractor may request the Employer's Representative to inspect the materials at the Contractor's warehouse or factory. The Employer's Representative may take such samples as he may wish for testing and approval and the Contractor shall furnish any information required by the Employer's Representative as to the origin, quality, weight, strength, and description etc. of materials</p> <p>The contractor shall use no materials of any description without prior sanction and any condemned as unfit for use in the works shall be removed immediately from the site at contractor's cost.</p>
17)	Packaging and shipment	<p>Where so applicable, the Contractor shall order materials to be obtained from overseas immediately after the contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that such materials are on Site when required for use in the Works.</p> <p>The Contractor shall ensure that all Materials shall be adequately packaged and/or preserved so that they can be safely shipped to the Site and stored there for the duration as the construction programme requires without risking corrosion damage or other deterioration.</p> <p>The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.</p>
18)	Material Storage	<p>Unless specified otherwise, the contractor shall be responsible for constructing their own storage facilities and shall meet the cost of construction of such storage facility and upon completion of the project, decommission the storage facility.</p>
19)	Samples and testing	<p>Concrete test cubes shall be prepared in a set of three, as described including testing fees, labor and materials, making molds, transport, handling, etc. Allow in your rates for making at least four cubes on each occasion, from different batches; the concrete being taken from the point of deposit.</p> <p>Samples of materials shall be submitted as soon as possible after the contract is let.</p> <p>No deliveries in bulk shall be made until the samples are approved</p>

		<p>by the Employer's Representative.</p> <p>All condemned materials shall be removed from the site within 72 hours.</p> <p>Every facility shall be provided to enable the Employer's Representative to obtain samples and carry out tests on the materials for construction. If these tests show that any of the materials do not comply with the requirements of this specification, the Contractor will be responsible for the costs or construction of the tests and the replacement of defective materials and/or construction.</p>
20)	Proprietary Materials	<p>Where proprietary materials are specified hereinafter the Contractor may propose the use of materials of other manufacture but of equal or higher quality for approval by the Employer's Representative.</p> <p>All materials and goods, where specified to be obtained from a particular manufacturer or supplier are to be used and fixed strictly in accordance with their instruction.</p>
21)	Rejected Workmanship and Materials	<p>Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminate or have deteriorated must immediately be removed from the Site and replaced at the Contractor's expense, as required.</p>
22)	Provision Samples of	<p>The Contractors Shall furnish at the earliest possible opportunity before work commences, and at his own cost, any samples of materials and workmanship that may be called for by the Client for the approval or rejection, and any further samples in the case of rejection, until such samples are approved by the Employer's Representative. Such samples, when approved, shall be the minimum standard for the work to which they apply. The procedure for submitting samples of materials for testing or approval and the method of marking for identification shall be as laid down by the Employer's Representative. The Contractor shall allow in his Tender for such samples and tests, including those in connection with his Sub-Contractors work.</p>
23)	Contractor's Superintendence	<p>The Contractor shall constantly keep on the Works a literate English-speaking agent or representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the Works. Such agent or representative shall receive on behalf of the Contractor directions and instructions from the Client Representative, and such directions and instructions shall be deemed to be given to the Contractor in accordance with the Conditions of Contract. The agent shall not be replaced without approval.</p>
24)	Provision Labour of	<p>The Contractor shall provide casual labour services required for the execution of works described herein.</p>

		The contractor shall note that works should be taken up in its true spirit, therein promptness, punctuality and professionalism are of utmost significance and which cannot be compromised upon. The workmen employed on the job shall be of polite nature and well-mannered. In case it is observed that one or more workmen are felt to impolite or badly behaved the Employer's representative is liable to issue notices to the contractor in writing directing immediate replacement such workmen.
25)	Labour Act and other governing laws of Kenya	The contractor shall ensure full and total compliance with the Labour Act in the employment of his staff. Other governing laws of Kenya shall also apply to the letter.
26)	Gender Rule	Subject to governing laws of Kenya, the contractor shall ensure compliance with the 1/3 rule regarding gender.
27)	Employment of Staff	<p>During the execution of this contract, the Contractor shall be mandated to offer employment opportunities to members of the local community upon advertisement at the KenGen's Liaison Office.</p> <p>Such persons may be skilled, semi-skilled or unskilled and shall be treated fairly and in the similar manner with regard to remuneration and work conditions as any other employee of the contractor.</p> <p>The Contractor is at his discretion to employ the best talent from the local community.</p>
28)	Payment of Wages, Salary and other benefits	<p>The Contractor shall make prompt payment of wages, salary or other benefit to his employees every on a predetermined date of every month without delay</p> <p>The contractor shall keep updated register of salaries, wages or any benefit as paid out to their employees.</p> <p>The payroll records shall be available at all times for inspection by the Client Representative and authorized Government officers at all times</p>
29)	Minimum Wage	Subject to governing laws of Kenya, the contractor shall make payment to his staff ensuring that the Minimum Wage is adhered to.
30)	Delayed or Non-payment of wages, salaries and other benefits	<p>Where the contractor fails to make timely payment of wages, salary or other benefits as has been determined, and an employee (ies) makes such complaint (s) known to KenGen through writing, the Contractor shall be instructed to write a written explanation as to why this arise.</p> <p>Where the Contractor severely delays or does not pay his employees, KenGen shall have the right to withhold their payments until all dues payments are made in full.</p>

31)	Documentations of employees and their payments	<p>A. Register of Employees The Contractor shall keep and maintain an updated register of all its employees, including name, ID number, address, designation, and days worked at all times. Shall register MUST be available for inspection and scrutiny by KenGen and Government Officers as may be required by them.</p> <p>B. Register of Employees' Payments The Contractor shall keep and maintain an updated register of all its employees, payments of wages, salary and/or any other benefit at all times. These must be signed by the employees noting acceptance of such payments.</p>
32)	Contractor's accommodation and transport	<p>a) The Contractor shall be responsible for all accommodation and transport needs of the Contractor's Personnel, taking note of any restrictions imposed by the Contract.</p> <p>b) The Contractor MUST provide adequate arrangements and provisions for the feeding and housing of the Contractor's personnel.</p> <p>c) The Contractor shall be responsible for the provision of housing for his own labour, including the land on which such housing is located. The Employer will not make available any land for the construction of a labour camp.</p> <p>d) The Contractor shall also be responsible for provision of all services including, but not limited to, the staff facilities.</p> <p>e) The Contractor shall not be permitted to construct any camp providing sleeping accommodation within site area</p> <p>f) The Contractor is responsible for staff entry and exit from Olkaria and Eburru and MUST provide a means of transport to the staff.</p> <p>g) The use of open Lorries or pickup trucks for the transport of Contractor's labour SHALL NOT be allowed under this Contract.</p> <p>h) The Contractor's attention is drawn to the requirements that they <u>shall</u> use buses/vans etc. fitted with safety belts (for all occupants) and speed limiting devices to 80km/hr. and that all persons travelling in vehicles must be seated.</p> <p>i) The Contractor shall comply with the Kenyan traffic laws and regulations and shall obtain the approval of the Transport Licensing Board in respect of the transportation of labour for the Contract.</p>
33)	Drinking Water for Staff	The Contractor shall be required to provide safe, portable drinking water to staff at all times when they are in the field.

34)	Construction Equipment	<p>The Contractor shall provide all necessary hoists, tackle, plant, equipment, vehicles, tools and appliances of every description for the due and satisfactory completion of the Works and shall remove the same on completion. All such plant, tools and equipment shall comply with all regulations in force throughout the period of the Contract and shall be altered or adopted during the Contract period as may be necessary to comply with any amendments in or additions to such regulations.</p> <p>Provide, erect and maintain all necessary scaffolding, sufficiently strong and efficient for the due performance of the works, including Sub-Contract Works, provide special scaffolding as required by Sub-Contractors, alter and adopt all scaffolding as and when required during the Works, and remove on completion. No scaffolding is measured here in after and the Contractor must allow in his rates for this.</p> <p>The Contractor shall take all necessary precautions such as temporaryf encing, hoarding fans, planked footways, guard–rails gantries screen, etc., for the safe custody of the Works, materials and public protection and adjacent properties.</p>
35)	Safety at Site	<p>The Contractor shall ensure that the safety of his work people and all authorized visitors to the site are protected at all times. In particular, there shall be the proper provision of guard–rails to scaffolding, protection against falling materials, tools on site, dust, nail and other sharp objects. The site shall be kept tidy and clear of dangerous rubbish. The Client shall be empowered to suspend work on site should it be considered this condition is not being observed and no claim arising from such suspension will be allowed.</p>
36)	Safety and Environment Requirements	<p>The Contractor shall at all times execute the works in a safe and secure manner and actively practice safety through the term of the Contract and shall comply with the applicable legal and other requirements including the KenGen-KWS Memorandum of Understanding. This will include having a standby vehicle at the site to serve in case of an emergency.</p> <p>The contactor will report all the accidents/incidents and near misses to safety offices for necessary actions.</p> <p>The formulation and enforcement of an adequate safety and environmental management program shall be the obligation of the Contractor with respect to all the Works under this Contract, regardless of whether performance by the Contractor or his subcontractors. The Contractor shall, within 14 days after commencement of the works, meet the Client Representative to present and discuss his plan for the establishment of such safety and environmental protection measures as may be necessary to provide against accidents, unsafe acts and so forth. Within 28 days after commencement of the works, the Contractor shall submit a written safety and environmental management program</p>

		<p>to the KenGen covering the overall Works and based on the laws and regulations of Kenya. In addition, he shall prepare special safety programs for working within electricity generating and geothermal exploration facilities.</p> <p>The Contractor shall dispose waste in compliance with the Environmental Management and Coordination (Waste Management) Regulations, 2006.</p> <p>The Contractor shall take such steps and exercise such care and diligence as to minimize nuisance arising from dust, noise or any other cause to the occupiers of the existing and adjacent property. He must provide such temporary and special screens and tarpaulins or gummy bags, hoarding, barriers, warning signs etc. as he considers necessary and sufficient for the protection of the existing and adjacent property and or prevention of nuisance etc. as directed by Employer's Representative.</p> <p>The Contractors attention is drawn to the standards levy order which was amended on 15thOctober 1998.Legal notice No.154 of 1998. The Contractor is required to pay a monthly level of 0.2% of his factory price of construction works with effect from January 1999. Tenderer shall allow for this in the build-upo f his rates.</p>
37)	Safety at site	<p>The Contractor shall be responsible for the safety of all activities and his employees on the Site.</p> <p>Work is to be executed in a safe and responsible manner and the construction is to proceed in accordance with the provision of the appropriate legislation.</p>
38)	Occupational, Health and safety requirements; Safety Precautions and First Aid	<p>The Contractor shall provide adequate and easily accessible Fist Aid Equipment on site.</p> <p>The Contractor shall be responsible for the management of health and safety of his employees on the construction site.</p>
39)	Personal Protective Equipment	<p>The Contractor shall be required to comply with all safety regulations and provide his staff with adequate and required PPE's which he shall ensure that are worn at all times his staff are working in the field.</p> <p>KenGen shall continuously monitor to ensure that all safety regulations are adhered to and deviations from these safety regulations shall prompt KenGen to take action accordingly.</p>
40)	Environmental Protection	<p>The Contractor shall ensure so far as is reasonably practicable and to the satisfaction of the Client Representative; that the impact of the construction on the environment shall be kept to a minimum and that appropriate measures are taken to mitigate any adverse effects during the construction.</p> <p>a) After extraction of materials, all borrows pits shall be backfilled to the satisfaction of the Client Representative. In</p>

		<p>particular, borrow pits near the project road shall be backfilled in such a way that no water collects in them.</p> <p>b) Spilling of bitumen fuels Oils and other pollutants shall be cleared up.</p> <p>c) Including removal of excavated material from the pavement to spoil.</p>
41)	Materials & Waste Disposal; Disposal of construction wastes	<p>a) The contractor shall sort out and dispose construction and domestic wastes in accordance to the employer's guidelines. The contractor shall consult the employer project Client Representative for guidelines</p> <p>b) Existing equipment, fittings and materials such as electrical fittings, pipes etc. to be removed for replacement or relocation belong to the Employer. The contractor shall remove them carefully and hand them over to the Employer.</p> <p>c) Very little waste is expected during performance of this contract. The Contractor shall dispose waste according to the laws of Kenya. The contractor may request the Employer to provide a disposal yard for rubbish collected when clearing the site and during construction of work and also for any surplus material not required on site.</p>
42)	Protection of Completed Work and Clearing upon Completion	<p>The Contractor shall allow in his rates for protecting completed work from subsequent operations, making good of all damage to completed work, clearing away all rubbish as it accumulates and leaving the site in a tidy condition to the satisfaction of the Employer's Representative.</p>
43)	Leave Works Clean	<p>On completion of the Works, the Contractor shall carefully restore to the original condition of the ground, and other structures that may have been interfered with in any way by him or his employees and shall remove all rubbish, tools and materials which are not required, so as to leave the works and site in clean and orderly condition, such work being carried out by the Contractor without extra charge over and above his scheduled rates for the execution of the works.</p>
44)	Items to Be Supplied by the Employer	<p>Water KenGen shall provide non-portable water suitable for use in construction works at no cost to the Contractor. The water will be used strictly for works within KenGen premises but not outside. Contractors' staff living outside KenGen premises should provide their own domestic water.</p> <p>Water shall be available at designate water points along water supply pipeline.</p> <p>It shall be the contractor's responsibility to ensure such water is</p>

		<p>available at his area of need through piping or by water bowser(s) and KenGen takes no responsibility to provide the water to the contractor on site.</p> <p>Measurement: Daily Monitoring and Control The contractor shall document all volumes of KenGen water used in the project</p> <p>In case the contractor pipes the water to site, the contractor shall provide for a flow meter to measure volumes of water used. Daily use shall be recorded and submitted to KenGen</p> <p>In case the contractor uses a water bowser to deliver the water to site, the contractor shall provide for documentation detailing the volume of water used daily by the water bowser on the site.</p> <p>All original documentations for water use shall be submitted to KenGen on a daily basis. The contractor shall keep copies of the same.</p> <p>The water shall be used strictly for KenGen works and particularly for this project unless instructed otherwise by the Employer's Representative in Charge.</p> <p>Non-Availability of KenGen Water In the event that KenGen water is not available through the designated watering points, it shall be the contractor's responsibility to source for such water elsewhere, thus, ensuring steady continuance of works.</p> <p>Water sourced elsewhere shall not be subjected to daily volume recording.</p> <p>Electricity KenGen shall not provide electricity to the Contractor. Contractor shall be required to make his own arrangements for electricity provision, including use of portable generators where applicable.</p>
45)	Insurance	<p>The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.</p> <p>All the workmen engaged for the work shall be group insured during the period of contract. In case, the contract is extended beyond the period stipulated in the agreement, the contractor shall extend the group insurance to the extended period of contract.</p> <p>The contractor shall be fully responsible for settling all claims and indemnify the Employer against any claims arising out of any accidents to the hired staff/labours.</p>

46)	Indemnity	The Contractor shall indemnify and keep indemnified, KenGen, its servants or agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the Contractor its servants or agents whilst performing their duties within the scope of their employment with the Contractor and against the dishonesty of such security officers or personnel whilst performing their duties within the scope of their employment, which shall include any loss, damage, injury or any consequential or indirect loss sustained by KenGen its servants or agents or third parties lawfully on the premises by reason of any act or omission or neglect of the Contractor its servants or agents.
47)	Clerk of Works	<p>Where so provided for in the BOQ, the client shall second to the contractor a Client Clerk of Works, who shall be paid in accordance with the rate provided in the BOQ Element. This rate shall be net of all applicable taxes, (PAYE, NHIF, NSSF and any other statutory charges), and paid promptly on day to be agreed upon and without delay.</p> <p>The said clerk of works shall be the employer’s representative on site and shall receive direct instructions from and shall report directly to the Employer’s Engineer. His/her role shall be to assist the employer keep a daily track record of all and every activity on site and ensure the Contractor works as per Engineers instructions and ensure quality is achieved at all times.</p> <p>When to Engage Clerk of Works</p> <hr/> <p>The Clerk of Works shall be engaged within 14 Days the Client’s Engineer issue Order to Commence Works.</p> <p>Project Delay</p> <hr/> <p>In the event that the Contractor delays and/or prolongs the contractual period, and where such delays are not caused by the Employer and extension of time is not approved, the Contractor shall continue to pay the clerk of works at the approved BOQ Hourly rate.</p> <p>Any extra cost arising due to delay of project period or temporary abandonment of site shall be borne by the contractor and the contractor shall not make any claims to the Client with regard to such costs.</p> <p>If the Contractor fails to pay the Clerk of Works, such costs incurred shall be deducted from the Contractors’ interim payment Certificate and Reimbursed to the Clerk of Works.</p> <p>Project Extension Of time</p> <hr/> <p>In the event contractual duration is formally extended, the Contractor shall continue to engage and pay the clerk of works at the approved BOQ Hourly rate. The extra cost shall be drawn from Contingency Amount and only for the approved extended duration.</p>
48)	Supervision Vehicle	Where so provided for in the BOQ, the Contractor shall provide, fuel and maintain in good working conditions, with driver, 1 (ONE) NO 4WD NEW and UNUSED before Double cabin pick-up truck with a hydraulic cabin cover, (Odometer: 0-200km) diesel engine capacity; Additional Technical Requirements include: Four-wheel drive (4 WD); 3000-4000 cc, TURBO - Diesel, Right hand driven; all fully loaded including with air conditioning (AC) system, powered windows, air

	<p>bags, DVD Music/Video Display System, hitch, cargo bay with cover; In addition, the contractor to provide the following with the vehicle: fully equipped first aid box, hazard warning triangles, tow rope, high lift jack and spanners); Preferred Colour is WHITE. The Vehicle MUST be Compliant with all relevant road traffic laws and regulations</p> <p>Documentary Evidence for Vehicle to be Supplied.</p> <hr/> <p>The Bidder to submit documentary evidence that the vehicle they propose to supply meet minimum technical requirements as stated herein.</p> <p>When to provide supervision vehicle.</p> <hr/> <p>The supervision vehicle shall be provided immediately with the Client's Engineer issue Order to Commence Works and no later than 42 days after project commencement date.</p> <p>Insurance</p> <hr/> <p>Comprehensive Insurance / Commercial.</p> <p>Driver</p> <hr/> <p>The Contractor shall provide a competent and Licensed Driver. The Contractor ensure that the driver is paid his/her due monthly at a rate that is fair and commensurate with the work he is undertaking.</p> <p>Maintenance</p> <hr/> <p>The Contractor shall ensure timely service and maintenance, hence, to ensure the vehicle is in good conditions at all times. These shall include but not limited to scheduled service of the vehicle, Maintenance, repair /replace of defective parts, Tyres and tyre replacement among other requirements.</p> <p>Unavailability of the supervision vehicle due to maintenance</p> <hr/> <p>Should the vehicle supplied not be in road worthy condition at any time of the contract period, the Contractor shall provide equivalent courtesy vehicle within 3 days and until such time as the original vehicle is repaired and returned for use. Otherwise, the contractor shall be permanently and within 60 days be replaced if the vehicle is found to be unserviceable. The NEW replacement shall match all terms and conditions of technical requirement of the vehicle required.</p> <p>Monthly Payments</p> <hr/> <p>Payment for the vehicle shall be per month for the duration of the project.</p> <p>The rate shall be inclusive of purchasing cost and running costs including fuel, lubricants, service, insurance and maintenance. The rate shall also include the driver's wages and any overtime the driver might incur, or any other allowance to the normal working hours. The rate to include cost of ultimately transferring the vehicle to the client.</p> <p>Monthly Payment Rate to be spread across the duration of the project as provided in Special Conditions of Contract Cl. 8.2; to sum up to total cost of the vehicle inclusive all other operational costs at the end of the Project Period.</p> <p>Monthly Payments during project delay period or project extension.</p> <hr/> <p>Monthly payments shall not be applicable where the project is extended or delayed and any arising costs shall be incurred either by the client or</p>
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		<p>the contractor as stated in succeeding conditions (below) for delay and/or extension.</p> <p>Delay Damages in case the contractor delays providing the supervision vehicle.</p> <hr/> <p>In the event the contractor delays to provide a supervision vehicle within stated timelines, the contractor shall incur delay damages at the rate of 75% of the contractor’s daily rate per day until such a time he provides the vehicle or until project closure.</p> <p>Project Period Delay</p> <hr/> <p>In the event that the Contractor delays and/or prolongs the contractual period, and where such delays are not caused by the Employer, and extension of time is not awarded, the Contractor shall continue to provide for the supervision vehicle and any extra cost arising due to delay of project period, including Insurance, maintenance and Driver Wages shall be borne by the contractor and the contractor shall not make any claims to the Client with regard to such costs.</p> <p>Delay Damages for delay in providing supervision vehicle in case of project delay.</p> <hr/> <p>The Contractor shall continue to provide a supervision vehicle during execution of contract in the delay period. In the event the contractor fails to provide a supervision vehicle, the contractor shall incur delay damages at the rate of 100% of the contractor’s daily rate until such a time they provide the vehicle or until project closure in the delay duration.</p> <p>Project Period Extension Of time</p> <hr/> <p>In the event the contractual duration is formally extended, the Contractor shall continue to provide for supervision vehicle. Additional Payments due to insurance, maintenance and Driver Wages shall be drawn from Contingency Amount and only for the approved extended duration. The Contractor shall request for and provide documentary evidence of such additional costs before they are approved for payment.</p>
49)	Provide Economic Opportunities to Local Communities	<p>The Contractor is encouraged to source from and use locally available resources in a way that enhances economic opportunities while improving local social conditions in a sustainable way for local communities. This will facilitate effective exploration and utilization of local resources for optimal community advantages. Providing Economic Opportunities to Local Communities is a community-centered process that blends social and economic development to foster the economic, social, ecological and cultural well-being of communities within the vicinity of the project and who are highly impacted by operations of the project.</p> <p>The Contractor is encouraged to:</p> <ol style="list-style-type: none"> 2) Source Unskilled Labour from Local Communities at all times (in Consultation with Employer’s Liaison office) 3) Source Skilled Labour from Local Communities who shall meet minimum recruitment requirement as a Skilled Labourer 4) Source Raw Materials Locally (From Local Business Owners); These may include sand, ballast, quarry stones,

		<p>reinforcement bars, timber products, cement, metallic products among other construction requirements;</p> <ol style="list-style-type: none"> 5) Hire vehicles, equipment and other tools of trade from Local Business Owners, such as Transportation Vans, Pickups, heavy earth moving equipment, concrete mixers, poker vibrators, among other construction equipment and tools of trade necessary for successful implementation of a project. 6) Subcontract aspects of the project to Local Business Owners <p>At all times, the contractor shall ensure that,</p> <ol style="list-style-type: none"> 1) Any services requested and offered to local business owners must follow the cannons of good business venture. 2) The contractor to maintain enforceable agreements between themselves and the local business owners they have entered into business with. 3) The Contractor shall ensure timely payments to all services offered by Local Business Owners and timely wages for all Labourers who shall be employed in their works. <p>This requirement does not eliminate the contractor's responsibility to ensure the project is undertaken and completed within scope, budget and time and to meet all quality aspects of undertaking the project.</p>
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SECTION XI ~ CONTRACT FORMS

FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD

FORM NO. 2 – REQUEST FOR REVIEW

FORM No. 3-LETTEROF AWARD

FORM No. 4 - CONTRACT AGREEMENT

FORM No. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

FORM No. 6- PERFORMANCE SECURITY [Option 2– Performance Bond]

FORM No. 7 - ADVANCE PAYMENT SECURITY

FORM No. 8 - RETENTION MONEY SECURITY

FORM No. 9 - BENEFICIAL OWNERSHIP DISCLOSURE FORM

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 deadline to request a debriefing expires at midnight on..... *[insert date] (local time)*.
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

- i) Attention: [*insert full name of person, if applicable*]
 - ii) Title/position..... [*insert title/position*]
 - 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.

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight..... [*insert date*] (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: [*insert full name of person, if applicable*]
 - ii) Title/position..... [*insert title/position*]
 - iii) Agency: [*insert name of Procuring Entity*]
 - iv) Email address: [*insert email address*]
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke.

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

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

7. Standstill Period

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

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

Signature

Name

Title / Position

Phone

FORM NO. 2- REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION OF.....20.....BETWEEN..... NO.....

APPLICANT AND..... RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) ofdated

the...day of20.....in the matter of Tender No.....of20.... for

(Tender description).

REQUEST FOR REVIEW

I/We....., the above-named Applicant(s), of address:

Physical address.....

P. O. Box No

Tel. No..... Email, hereby request the Public Procurement Administrative Review

Board to review the whole/part of the above mentioned decision on the following grounds , namely:

- 1. 2.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1. 2.

SIGNED (Applicant) Dated on.....day of20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board

on.....day of20.....

SIGNED

Board Secretary

FORM NO 3: LETTER OF AWARD

.....
[letterhead paper of the Procuring Entity]

.....
[date]

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

This is to notify you that your Tender dated *[date]* for execution of the.....
[name of the Contract and identification number, as given in the Contract Data] for the Accepted Contract

Amount.....
[amount in numbers and words] [name of currency], as corrected and modified in accordance with the

Instructions to Tenderers, is here by accepted by.....
(name of Procuring Entity).

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

Authorized Signature:

Name and Title of Signatory:

Name of Procuring Entity:

Attachment: [Contract Agreement]:

FORM NO 4: CONTRACT AGREEMENT

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

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

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 of.....,²....., and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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

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

¹*The Guarantor shall insert an amount representing the 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.

FORM No. 6- PERFORMANCE SECURITY

[Option 2– Performance Bond]

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee in stead of Performance Bond due to difficulties involved in calling Bond holder to action]

..... *[Guarantor letterhead or SWIFT identifier code]*

Beneficiary:.....

..[insert name and Address of Procuring Entity]

Date:

[Insert date of issue]

PERFORMANCE BOND No.:

.....

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

1. By this Bondas Principal (*hereinafter called “the Contractor”*) as Surety (hereinafter called “the Surety”), are held and firmly bound unto..... as Obligee (hereinafter called “the Procuring Entity”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the.....day of.....,20....., for.....in accordance with the documents, plans, specifications, and amendments there to, which to the extent here in provided for, are by reference made part here of and are here in after referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
 - a) Complete the Contract in accordance with its terms and conditions; or
 - b) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make a available as work progresses (even though there should be a default or a succession of defaults under

the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or

- c) Pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions upto a total not exceeding the amount of this Bond.
- 4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
- 5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named here in or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
- 6. In testimony whereof, the Contractor has here unto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly at tested by the signature of his legal representative, this day.....of[month] 20.....[year]

SIGNED ON..... on behalf
of.....

By.....in the capacity
of.....

In the presence
of.....

SIGNED ON..... on behalf
of.....

By.....in the capacity
of.....

In the presence of
.....

FORM NO. 7 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]

.....
[Guarantor letterhead]

Beneficiary:
[Insert name and Address of Procuring Entity]

Date:
[Insert date of issue]

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

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

1. We have been informed that..... *(hereinafter called "the Contractor")* has entered into Contract No.....*dated*.....with the Beneficiary, for the execution of..... *(hereinafter called" the Contract")*.
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum..... *(in words)* is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of*(in words)*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number.....*at*.....
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the..... day of.....,2.....,2² 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.*

¹*The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.*
²*Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

FORM NO. 8 – RETENTION MONEY SECURITY

[Demand Bank Guarantee]

.....
[Guarantor letterhead]

Beneficiary:
[Insert name and Address of Procuring Entity]

Date:
[Insert date of issue]

Advance payment guarantee no.
[Insert guarantee reference number]

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

1. We have been informed that..... *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the contract]* dated.....with the Beneficiary, for the executionof..... *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys upto the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* *([insert amount in words])¹* upon receipt by us of the Beneficiary's complying demands upported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifyingthedemand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or showgrounds for your demand or the sum specified there in.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number at..... *[insert name and address 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.*

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

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

FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission. For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement

Tender Reference No.: *[insert identification no]*
Name of the Tender Title/Description:
[insert name of the assignment] to: *[insert complete name of Procuring Entity]*

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

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

Details of Beneficial ownership

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name	Directly----- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----- 2. Is this right held directly or indirectly?: Direct..... Indirect.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No----- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect.....
	National identity card number or Passport number	Indirectly---- ----- % of shares	Indirectly-----% of voting rights		
	Personal Identification Number (where applicable)				
	Nationality				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				

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	Telephone number													
	Email address													
	Occupation or profession													
2.	<table border="1"> <tr> <td>Full Name</td> <td rowspan="5"> Directly----- ----- % of shares Indirectly---- ----- % of shares </td> <td rowspan="5"> Directly.....% of voting rights Indirectly-----% of voting rights </td> <td rowspan="5"> 1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct..... Indirect..... </td> <td rowspan="5"> 1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No---- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect..... </td> </tr> <tr> <td>National identity card number or Passport number</td> </tr> <tr> <td>Personal Identification Number (where applicable)</td> </tr> <tr> <td>Nationality (ies)</td> </tr> <tr> <td>Date of birth [dd/mm/yyyy]</td> </tr> </table>	Full Name	Directly----- ----- % of shares Indirectly---- ----- % of shares	Directly.....% of voting rights Indirectly-----% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct..... Indirect.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No---- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect.....	National identity card number or Passport number	Personal Identification Number (where applicable)	Nationality (ies)	Date of birth [dd/mm/yyyy]				
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	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Postal address				
	Residential address				
	Telephone number				
	Email address				
	Occupation or profession				
3.					
e.t.c					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020. (Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public).

Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company;
or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer:

**[insert complete name of the Tenderer]*

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:

[insert complete name of person duly authorized to sign the Tender]

Designation of the person signing the Tender

[insert complete title of the person signing the Tender]

Signature of the person named above:

[insert signature of person whose name and capacity are shown above]

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

Bidder Official Stamp