Kenya National Highways Authority

Quality Highways, Better Connections

TENDER No. KeNHA/2793/2026

MAINTENANCE AND REHABILITATION WORKS FOR BARABARA PLAZA (A11)

JUNE 2026

DIRECTOR (MAINTENANCE) **KENYA NATIONAL HIGHWAYS AUTHORITY** **P.O. BOX 49712-00100** **NAIROBI**	**DIRECTOR GENERAL** **KENYA NATIONAL HIGHWAYS AUTHORITY** **P.O. BOX 49712-00100** **NAIROBI**

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SECTION I INVITATION TO TENDER

SECTION 1: INVITATION TO TENDER

TENDER NO. KeNHA/2973/2026 – MAINTENANCE AND REHABILITATION WORKS FOR BARABARA PLAZA.

The Kenya National Highways Authority (KeNHA) is a State Corporation established under the Kenya Roads Act, 2007, with the responsibility for the management, development, rehabilitation and maintenance of national roads.

The Authority invites bids from eligible construction companies registered with the **National Construction Authority (NCA) in Category NCA 4, 5 and 6 for Builders Works; NCA 5 Mechanical Works & NCA 5 Electrical Works for** the **MAINTENANCE AND REHABILITATION WORKS FOR BARABARA PLAZA** to be funded through Fuel Maintenance Levy Fund (RMLF).

SCOPE OF WORK

The scope of works shall be as described in the tender document.

QUALIFICATION FOR TENDERING

Mandatory Requirements

The following **MUST** be submitted together with the bid;

1. Copy of Certificate of incorporation
2. Copy of **Valid** Annual Practising Licence with the National Construction Authority in the classes specified above
3. Copy of **Valid** Tax Compliance Certificate
4. Copy of recent CR 12 form (Issued within the last Six 6 months from the Tender Opening Date).
5. Bidders shall **sequentially serialise** all pages of each tender submitted. A Guide Note on Serialization is outlined in the Notes below

Other Requirements

As specified in the respective tender documents covering the following: -

1. Similar previous experience where applicable.
2. Professional and Technical Personnel.
3. Current work load.
4. Eligibility
    a. To enhance equity, bidders shall bid for a maximum of **Two (2)** Tenders but can only be Awarded a Maximum of **One (1)** Tender, under this Tender Notice. Bidders who participate in more than **Two (2)** tenders shall be disqualified.
    b. Director (s) bidding under different companies for the same tender shall be disqualified
    c. Director (s) bidding under different companies should not participate in more than **Two (2)** tenders
    d. Only those bidders registered in the Category as indicated in the tender document shall bid for the respective tenders
    e. Bidders to comply with section 157 (8) (a) (ii) and (ii) on exclusive preference for citizen contractors
    f. Any form of Canvassing will lead to disqualification
5. Source of indices and base values for at least 30 days prior to tender submission

Note:

1. All submitted Documents may be verified from the issuing agencies, KeNHA Reserves the right to verify all submitted documents
2. The Bidders to ensure that their rates in the bills of quantities are within the known prevailing market rates for building and road works pursuant to Section 70(6) (b) of PPADA, 2015 read together with regulation 43(4) of the Public Procurement and Asset Disposal regulations, 2020.
3. Bidders are advised to refer to the latest edition (2025/2026) of the Construction Cost Handbook published by the Institute of Quantity Surveyors of Kenya (IQSK), obtainable from the IQSK offices.

Procurement shall be based on the post qualification method and the above details will be submitted with the priced bid.

There shall be **a mandatory pre-tender site visit** as specified in the detailed tender notice above and as uploaded onto the KeNHA website.

NOTE:

Every Bidder shall be represented by one Technical Person with a Minimum qualification of a Diploma in Civil/Highway Engineering. The Individual SHALL bring along the following in hard copies:

1. **Original ID/Passport and a CERTIFIED Copy**
2. **CERTIFIED copy of Diploma/H. Dip./Degree Certificate**
3. **CERTIFIED Copy of Registration Certificate and proof of current subscription by Engineers Board of Kenya (EBK)/ Kenya Engineering Technology Registration Board (KETRB)/ Institute of Engineering Technologists and Technicians (IET)**
4. **Original Introductory letter bearing the Company letterhead and an Official Stamp authorizing them to represent them in the specific pre-tender site visit/Pre-Tender Conference. The letter shall be duly signed. Photocopies or any other media shall not be accepted.**
    - The copies of ID/Passport, Academic Certificates, Professional Registration Certificate, proof of current subscription **SHALL** be certified by commissioner of oaths or Notaries public
    - All the above documents shall be retained by the Procuring Entity's and may be verified later for authenticity**.**

One (1) person shall only represent one (1) company per Tender.

The detailed tender notice is available in the KeNHA website and Public Procurement Information Portal (PPIP). Clarifications and Questions may be sent to procurement@kenha.co.ke as indicated in the Tender Notice**.**

NOTE:

1. **Every bidder shall make their own arrangements to familiarize themselves with the site conditions and the Building and its features.**
2. **Clarity on Serialization of Tender Documents by Prospective Bidders**
   Please note that all pages of the tender documents submitted by bidders shall be sequentially serialized numerically that is; 1,2,3,4,5…etc. That is, serialization shall be undertaken by the bidder, by doing fresh numbering on its documents. The pagination of the tender documents as downloaded from the KeNHA website should not be used as a means of Serialization. The bidder's serialization should follow the same logical sequence from the first page to the end.
3. **Bidders are advised to ensure that their bid documents are securely, neatly and properly bound (mere stapling shall not be considered adequate binding).**

Interested eligible candidates may obtain further information and inspect tender documents from the **Procurement Office, Kenya National Highways Authority, Barabara Plaza, Block C – 2nd Floor Boardroom** as indicated in the Tender Notice during normal working hours.

A complete set of tender documents may be obtained by interested tenderers from the Kenya National Highways Authority website: ***www.kenha.co.ke*** or PPIP portal: ***www.tenders.go.ke*** free of charge. Bidders are encouraged to download tender documents to minimise physical visits to the respective **KeNHA Regional Offices.**

Completed tender documents are to be enclosed in plain sealed envelope clearly marked with tender name, reference number and submitted to: -

Barabara Plaza, Block C – 2nd Floor Boardroom,

Jomo Kenyatta International Airport (JKIA),

Off Airport South Road

P. O. Box 49712- 00100,

NAIROBI, KENYA

or

deposited in the Tender Box at the reception area, **Block C – 2nd Floor Boardroom** so as to be received on or before **the date and time indicated in the Tender Notice.**

All interested bidders are required to continually check the Kenya National Highways Authority website: www.kenha.co.ke for any tender addendums or clarifications that may arise before submission date.

Tenders will be opened immediately thereafter in the presence of Tenderers/Representatives who wish to attend at the KeNHA Barabara Plaza, Block C – 2nd Floor Boardroom.

Deputy Director, Supply Chain Management

For: DIRECTOR GENERAL

PART 1 TENDERING PROCEDURES

SECTION II - INSTRUCTIONS TO TENDERERS

A. GENERAL PROVISIONS

1. Scope of Tender

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.**

2. 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 (where 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. 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 or with the intent to enter into 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; or

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

c) Has the same legal representative as another tenderer; or

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; or

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; or

f) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as a consultant for Contract implementation; or

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; or

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 conflict 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 incorrupt, 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 subcontractor 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 inconformity 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 subcontractors 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 a 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, or

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 subcontracts 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 III-EVALUATION AND QUALIFICATION CRITERIA, Item 9"*.

3.11 Pursuant to the eligibility requirements of ITT4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

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

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

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

4. 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 ITT3.9. 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. 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 at 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 up on its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity against all liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the examination and inspection.

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. 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 ITT10.

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

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

PART3: **Conditions of Contract and Contract Forms** Section VIII: General Conditions (GCC) Section IX: Particular 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.

6.3 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.

6.4 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. Clarification of Tender Document, Site Visit, Pre-Tender Meeting

7.1 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 p**rior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender D 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, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

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

7.4 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.

7.5 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 ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-arranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.

8. Amendment of Tender Documents

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

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

8.3 To give Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity should extend the deadline for the submission of Tenders, pursuant to ITT 22.2.

C. PREPARATION OF TENDERS

9. Cost of Tendering

The Tenderer shall meet 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. 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. 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 tender liable for disqualification.

12. Form of Tender and Schedules

12.1 The Form of Tender and Schedules, including the Bill of Quantities*,* shall be prepared using the relevant form*s* 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 ITT13.4 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.

13.4 When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the **TDS**, as will the method for their

evaluating, and described in Section VII, Works' Requirements.

14. Tender Prices and Discounts

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

14.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the 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.

14.3 The price to be quoted in the Form of Tender, in accordance with ITT 12, shall be the total price of the Tender, including any discounts offered.

14.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 12

14.5 It will be specified in the **TDS** if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, excepting cases 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.

14.6 Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4, provided the Tenders for all lots (contracts) are opened at the same time.

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.

15. Currencies of Tender and Payment

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

15.2 Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya shillings

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

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

15.3 Tenderers may be required by the 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 breakdown of the foreign currency requirements shall be provided by Tenderers.

16. 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. 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 ITT33. 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 contract 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 possibility of collusion between tenderers, and there by 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 17.2** 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 tenderer 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 on going, 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,
iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have 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 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 tender.

18. 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 responses 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 their quest shall not be required or permitted to modify its Tender.

19. 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 ITT19.1, 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; or
iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya, from a reputable source, and an eligible country.

19.3 If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.

19.4 If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.

19.5 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and any other documents required in the TDS. The 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.

19.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security, and any other documents required in the TDS.

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

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

b) if the successful Tenderer fails to:

i) 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.

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

19.9 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.

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

20. 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 original and the copies, the original shall prevail.

20.2 Tenderers shall mark as "CONFIDENTIAL" all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

20.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held bye ach person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

20.4 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.

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

D. SUBMISSION AND OPENING OF TENDERS

21. 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 describedinITT11; 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-ALTERNATIVETENDER”, 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 that were misplaced or opened prematurely will not be accepted.

22. 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 time also specified in the **TDS.** When so specified in the **TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the **TDS**.

22.2 The 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 thereafter be subject to the deadline as extended.

23. 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. Withdrawal, Substitution, and Modification of Tenders

24.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization 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 and anyone 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 attender opening.

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

25.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender No. Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

25.5 Next, all remaining envelopes shall be opened on eata 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.

25.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bill of Quantities (to be decided on by the tender opening committee) are to be initialed by the members of the tender opening committee attending the opening.

25.7 At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).

25.8 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 one was required.
e) number of pages of each tender document submitted.

25.9 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of tender opening register shall be issued to a tenderer upon request.

E. Evaluation and Comparison of Tenders

26. Confidentiality

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

26.2 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.

26.3 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. 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. 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. 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) Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

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; or

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. 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 nonmaterial 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 nonmaterial 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. 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 anyway 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 of the tender as non-responsive.
b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, sub total 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
c) If there is a discrepancy between words and figures, the amount in words shall prevail

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

32. 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. 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. 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. Incase 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 subcontracting upto 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** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

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 Day work 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 non-conformities in accordance with ITT 30.3; and

e) 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 intender 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 based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36. 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. 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 regards 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. 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 front loaded, 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; or

b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 10% of the Contract Price; or

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

d) reject the Tender,

39. 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 Subcontractors 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. 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. 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.

F. AWARD OF CONTRACT

42. 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. Notice of Intention to enter into a Contract

Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

a) the name and address of the Tenderer submitting the successful tender;
b) the Contract price of the successful tender;
c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
d) the expiry date of the Standstill Period; and
e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

44. Stand still Period

42.1 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.

42.2 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. 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 concern(s) 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. 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 within 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. Signing of Contract

47.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into 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. 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 contract estimated to cost less than the amount specified in the Regulations.

49. 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 read out at Tender opening.

50. Procurement Related Complaint

The procedures for making Procurement-related Complaints shall be specified in the **TDS.**

SECTION III - TENDER DATA SHEET (TDS)

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

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	The reference number of the Invitation to Tender is**: KeNHA/2973/2026** The Procuring Entity is: ***Kenya National Highways Authority (KeNHA)*** The name of the ITT is: ***Not Applicable*** The number and identification of lots (contracts) comprising this ITT T is: ***Not Applicable*** The name of the Project is: **MAINTENANCE AND REHABILITATION WORKS FOR BARABARA PLAZA** ***Construction works Required***
ITT 2.4	The Information made available on competing firms is as follows: **None**
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: **None**
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: ***[two (2]***
B. Contents of Tender Document	
ITT 7.1	(i) The Tenderer will submit any request for clarifications in writing at the Address:- ***Provided in the detailed Tender Notice*** to reach the Procuring Entity not later than: ***7 days* before bid submission** (ii) The Procuring Entity shall publish its response at the website ***www.kenha.co.ke***
ITT 7.2	(A) A pre-arranged pretender site visit *shall* take place at the following date, time and place: ***as specified in the detailed tender notice*** (B) Pre-Tender meeting s*hall* take place at the following date, time and place: ***as specified in the detailed tender notice***
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than not **later than *7 days* before bid submission deadline as indicated in the Tender Notice**.
ITT 7.5	The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published is: ***www.kenha.co.ke***
ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is: ***As indicated in the tender notice***

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
C. Preparation of Tenders	
ITT 11.1 (h)	The Tenderer shall submit the following additional documents in its Tender: ***As indicated in the Qualification Form/Criteria***
ITT 13.1	Alternative Tenders ***shall not*** be considered. *[If alternatives shall be considered, the methodology shall be defined in Section III, Evaluation and Qualification Criteria.]*
ITT 13.2	Alternative times for completion ***shall not*** permitted. *[If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.]*
ITT 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: _____**None** _____ *[insert parts of the Works]:* *[If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.]*
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 ***140days*** **from the specified date of opening as indicated in the invitation to Tender**.
ITT 18.3	(a) The Number of days beyond the expiry of the initial tender validity period will be ***30 days.*** (b) The Tender price shall be adjusted by the following percentages of the tender price: (i) By ***_0_*** % of t*he local currency portion of the Contract price adjusted to reflect local inflation during the period of extension,* *and* *(ii) By_**0**__% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.*
ITT 19.1	A *Bid Security* **IS** required. A Bid-Securing Declaration **IS NOT** required. The amount and currency of the bid security shall be **Two Hundred Thousand Kenya Shillings (KShs. 200,000.00)** . The Bid Security shall be an **unconditional demand guarantee issued by a bank.**
ITT 20.1	In addition to the original of the Tender, the number of copies is: ***One copy***
ITT 20.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: ***Certificate of Independent Tender Determination Part B of Form of Tender***
D. Submission and Opening of Tenders	
ITT 22.1	(A) For Tender submission purposes only, the Procuring Entity's address is:

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	(1) ***As indicated in the Invitation to Tender and tender notice*** (5) Tenders ***shall not submit*** tenders electronically.
ITT 25.1	The Tender opening shall take place at the time and the address for Opening of Tenders provided below: (1) ***As indicated in the Invitation to Tender and tender notice***
ITT 25.1	If Tenderers are allowed to submit Tenders electronically, they shall follow the electronic tender submission procedures **specified below***: Not applicable*
E. Evaluation, and Comparison of Tenders	
ITT 30.3	The adjustment shall be based on the average price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its Lowest estimate.
TT 32.1	The currency that shall be used for Tender evaluation and comparison purposes is-: ***Kenya Shillings***
ITT 33.2	A margin of preference ***shall*** **apply.** *[If a margin of preference applies, the application methodology shall be defined in Section III - Evaluation and Qualification Criteria.]*
ITT 33.4	The invitation to tender is extended to the following group that qualify for Reservations ____**All**
ITT 34.1	At this time, the Procuring Entity ***does not intend*** to execute certain specific parts of the Works by subcontractors selected in advance.
ITT 34.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: **40% *of the total contract amount***. Tenderers planning to subcontract more than 10% of total volume of work shall specify, in the Form of Tender, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.
ITT 34.3	The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows: For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Tenderer for the purpose of evaluation. **N/A**
ITT 35.2 (e)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
ITT 48.1	Other documents required in addition to the Performance Security are:- ***As detailed in the Qualification Criteria/Form***

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 50.1	The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: For the attention: ***Director General*** Procuring Entity: ***Kenya National Highways Authority (KeNHA)*** Email address: ***dg@kenha.co.ke*** In summary, a Procurement-related Complaint may challenge any of the following: the terms of the Tender Documents; and the Procuring Entity's decision to award the contract.

SECTION IV- EVALUATION AND QUALIFICATION CRITERIA

General Provisions

1 General Provisions

1.1 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity shall use **the Standard Tender Evaluation Document for Goods and Works** for evaluating Tenders.

1.2 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
c) Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

1.3 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, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2. 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 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 for Goods and Works for evaluating Tenders provides clear guidelines 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.

[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]

3. Tender Evaluation (ITT 35)

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

i) **Alternative Completion Times,** if permitted under ITT 13.2, will be evaluated as follows:

……**N/A**……

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

iii) **Other Criteria; i**f permitted under ITT 35.2(d): ……N/A…….....

4. Multiple Contracts

4.1 Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1

i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.

ii) If a tenderer wins more than one Lot, the tender will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

OPTION 2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

5. Alternative Tenders (ITT 13.1)

An alternative if permitted under ITT 13.1, will be evaluated as follows:

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part2-Works Requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring

6. Margin of Preference

5.1 If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded one valuated price of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

5.2 Contractors applying for such preference 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 contract or or group of contractors qualifies for a margin of preference.

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

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

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

5.4 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 3.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group Band the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

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

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

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

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

ii) Minimum average annual construction turnover of Kenya Shillings_____*[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last_)_____*[insert of year]* years.

iii) At least_____(*insert number)* of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings _____equivalent.

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

v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as *[specify requirements for each lot as applicable]*_____

vi) Other conditions depending on their seriousness.

c) **History of non-performing contracts**:
Tenderer and each member of JV incase 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 _____(*specify years*). The required information shall be furnished in the appropriate form.

d) Pending Litigation
Financial position and prospective long-term profitability 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.

e) Litigation History
There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last _____(*specify years*). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

SECTION IV: EVALUATION AND QUALIFICATION CRITERIA CONTD…

This Section contains all the factors, methods and criteria that the Employer shall use to evaluate applications. The information to be provided in relation to each factor and the definitions of the corresponding terms are included in the respective Application Forms.

1. Eligibility Requirements
2. Historical Contract Non-Performance
3. Financial Situation
4. Technical/Engineering Works Experience
5. Program of Works and Work Methodology
6. Key Professional and Technical Site Staff
7. Major Plant and Equipment to be used in the Project

QUALIFICATION FORM

Item No.	Qualification Subject	Qualification Requirement	*Document To be Completed/provided by Tenderer*	*For Procuring Entity's Use (Qualification met or Not Met)*
A. PRELIMINARY EVALUATION				
1.	Nationality	Nationality in accordance with ITT 3.10	Forms ELI - 1.1, 1.2 and 1.3, with attachments	
2.	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 - 1.4	
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 - **Form SD 1**	
5.	State- owned Enterprise	Meets conditions of ITT 3.8	Forms ELI - 1.1 and 1.2, with attachments	
6.	Appendix to Form of Bid	Form properly filled & signed	Appendix to Form of Bid in the Prescribed Format	
7.	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 19.8.	To be confirmed from Internal records by the procuring entity	
8.	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	Form CON - 1	

Item No.	Qualification Subject	Qualification Requirement	*Document To be Completed/provided by Tenderer*	*For Procuring Entity's Use (Qualification met or Not Met)*
		resolved against the Tenderer.		
9.	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer for the last three (3) years.	Form CON - 1	
10.	Declaration of Fair employment laws and practices	Bidders shall declare they are not guilty of any serious violation of fair employment laws and practices and will be bound to abide by the industry CBA at minimum	Form CON - 2	
11.	Declaration of Knowledge of Site /Pre-Bid Conference	• Attend Pre-Tender Site Visits as per TDS, ITT 7.1 • Bidders to sign attendance register • Certificate must be signed by the Employer's representative • Bidders to send Technical Persons for the Site Visit – Min Qualifications – Diploma in Civil Engineering	Form CON - 3	
12.	Tender Security	Tender Security document	a) Form in the Prescribed Format b) Digital Tender Securities will be accepted	
13.	Priced Bill of Quantities	- Fill all rates, and amounts, - NO Alterations of the Quantities accepted, - All bidders own Corrections must be Countersigned - NO Errors noted in the Bills of Quantities	Bills of Quantity in the Prescribed Format	
14.	Annual Practicing License with the National	Proof of registration with the National Construction Authority in Class **in Category NCA 4, 5 and 6**	Copy of Current NCA Practicing License	

Item No.	Qualification Subject	Qualification Requirement	*Document To be Completed/provided by Tenderer*	*For Procuring Entity's Use (Qualification met or Not Met)*
	Construction Authority	**for Builders Works; NCA 5 Mechanical Works & NCA 5 Electrical Works**		
15.	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 4.15.	***Provide Valid Tax Compliance Certificate***	
16.	Serialization of the Bid	Bidders shall sequentially serialize all pages of each tender submitted. Any written Pages or document attached or inserted Documents **MUST** be sequentially serialized.	The Serialization MUST be numerically sequential starting from Numeric 1.	
17.	Completeness of tender document	The person or persons signing the bid **shall** initial all pages of the bid where entries have been made. Bidders shall own all alterations made to the tender document. Bidders shall duly fill all relevant forms/schedules provided for in the document that requires entries	All pages with entries (Typed or hand written) must be initialed. Any alterations made in the tender document must be countersigned. All relevant Forms/ Schedules shall be duly filled	
B. TECHNICAL EVALUATION				
1.	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default for the last three (3) years. Non-performance shall be deemed	Form CON-1 ***If a bidder fails to disclose, shall be disqualified*** ***Reference to be made to procuring Authority's***	5 Marks

Item No.	Qualification Subject	Qualification Requirement	*Document To be Completed/provided by Tenderer*	*For Procuring Entity's Use (Qualification met or Not Met)*
		to have occurred by evidence of: • *Termination Letter* • *Liquidated Damages*	***records*** ***A bidder with any history of non-performance loses five (5) marks***	
2.	Financial Capabilities	(i) Bidders shall provide audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last ***3 years*** shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability (as demonstrated by Financial Evaluation ratios).	Form FIN - 3.1, with attachments ***Attachments include:*** ***i. Audited accounts*** ***All pages must be initialed and stamped by both a practicing Auditor registered with ICPAK and one of the Directors. Auditor's practicing membership number from ICPAK must be indicated and a valid practicing license shall be provided.*** ***The Financial ratio Form to be signed by the Auditor registered with ICPAK and one of the Directors*** • ***Financial Ratios*** Computation shall be made for the following Ratios and marks awarded to each of the ratios: -Working Capital	2 Mark 4 Marks

Item No.	Qualification Subject	Qualification Requirement	*Document To be Completed/provided by Tenderer*	*For Procuring Entity's Use (Qualification met or Not Met)*
		(ii) (ii) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated at a minimum of 10% of the bid price. 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.	- Debt to Equity Ratio - Current ratio - Operating Cash Flow ratio • ***Line of Credit*** • ***Bank statements*** ***Etc.***	4 Marks
3.	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings ***100,000,000,*** equivalent calculated as total certified payments received for contracts in progress and/or completed within the last ***3 years***, divided by ***3 years***	Form FIN - 3.2 ***Attachments include Financial Statements***	4 Marks

Item No.	Qualification Subject	Qualification Requirement	*Document To be Completed/provided by Tenderer*	*For Procuring Entity's Use (Qualification met or Not Met)*
4.	Ongoing Works	Value of outstanding works shall not be more than the bid price	Form FIN - 3.4 If the outstanding Works is more than the bid price of this bid, the bidder loses the full marks.	2marks
5.	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor, substantially completed in the last ***[5 years]*** prior to the applications submission deadline.	Form EXP -4.1 ***Attach Letters of Award and Completion Certificates***	3 Marks *(1 Mark for each General Construction project)*
6.	Specific Construction &Contract Management Experience	Participation in contract (s) of a similar nature with minimum cumulative value of ***KSh. (100,000,000)*** as filled in Form EXP 4.2(a) that have been satisfactorily and substantially completed by the bidder, as a prime contractor, joint venture member, management contractor or sub-contractor in the last [5 years] prior to the applications submission deadline. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics	Form EXP 4.2(a)&(b) ***Provide Letters of Award and Completion Certificates*** ***For subcontracted works, the bidder should provide the following;*** • ***Award letter of the main contractor*** • ***Award letter of the subcontract.*** • ***Completion letter of the subcontract.*** • ***Subcontract approval from the Engineer/supervision Authority***	11 Marks

<table>
<tr><th>Item No.</th><th>Qualification Subject</th><th>Qualification Requirement</th><th>Document To be Completed/provided by Tenderer</th><th>For Procuring Entity's Use (Qualification met or Not Met)</th></tr>
<tr><td rowspan="2">7.</td><td rowspan="2">Contractor's Representative and Key Personnel</td><td>Curriculum Vitae (CVs) of the Proposed Key Staff must be presented in the provided format and duly signed by the proposed individual.
Copies of certificates and Annual Practicing Licenses (for Engineers) and Academic Certificates for all staff is mandatory;</td><td>Schedule F (Form PER. 1 and PER. 2)</td><td>10 Marks</td></tr>
<tr><td colspan="4">
<table>
<tr><td rowspan="4">Site Agent</td><td>Certification</td><td>Current / Valid EBK certificate of Good Standing</td><td>2</td></tr>
<tr><td>Qualifications</td><td>Degree in Civil/ Structural Engineering</td><td>2</td></tr>
<tr><td rowspan="2">Experience</td><td>Above 5 years</td><td>2</td></tr>
<tr><td>0-5 years</td><td>0</td></tr>
<tr><td rowspan="5">General Foreman</td><td rowspan="3">Qualifications</td><td>Degree</td><td>3</td></tr>
<tr><td>HND</td><td>3</td></tr>
<tr><td>Diploma</td><td>3</td></tr>
<tr><td rowspan="2">Experience in Building Works</td><td>Above 5 years</td><td>1</td></tr>
<tr><td>0-5 years</td><td>0</td></tr>
</table>
</td></tr>
<tr><td>8.</td><td>Contractors key equipment</td><td>• Bidders shall declare they have possession/Ownership of various equipment as proposed to be used in the Project by providing</td><td>Schedule D of Technical Proposal</td><td>35 Marks</td></tr>
</table>

<table>
<tr><th>Item No.</th><th>Qualification Subject</th><th>Qualification Requirement</th><th>Document To be Completed/provided by Tenderer</th><th>For Procuring Entity's Use (Qualification met or Not Met)</th></tr>
<tr><td></td><td></td><td>Logbooks that demonstrate proof of ownership

• For Bidders planning to hire, they shall provide an Active Lease Agreement in Place that can be used during the Project Life. The copy of logbooks of the lessor(s) shall also be provided.</td><td></td><td></td></tr>
<tr><td>9.</td><td></td><td>
<table>
<tr><th>Main Scope of Works of this Tender</th><th>Main Equipment</th><th>Quantity (No) (Minimum)</th><th colspan="2">Marks (Score)</th></tr>
<tr><th></th><th></th><th></th><th>Owned</th><th>Hired/ leased</th></tr>
<tr><td rowspan="12">Building maintenance and repair works</td><td>Tippers (Cumulative Capacity 14 Tons)</td><td>1 No</td><td>4</td><td>2</td></tr>
<tr><td>Pick up</td><td>1 No</td><td>4</td><td>2</td></tr>
<tr><td>Light Truck</td><td>1 No</td><td>4</td><td>2</td></tr>
<tr><td>Cable pulling equipment</td><td>1 No</td><td>3</td><td>1.5</td></tr>
<tr><td>Concrete mixer</td><td>1 No</td><td>4</td><td>2</td></tr>
<tr><td>Air Compressor</td><td>1 No</td><td>3</td><td>1.5</td></tr>
<tr><td>Core Drill</td><td>1 No</td><td>3</td><td>1.5</td></tr>
<tr><td>Portable Welding Machine</td><td>1 No</td><td>4</td><td>2</td></tr>
<tr><td>Ladder systems</td><td>1 No</td><td>2</td><td>1</td></tr>
<tr><td>Electrical Testing Equipment</td><td>1 No</td><td>2</td><td>1</td></tr>
<tr><td>Voltage Testing Equipment</td><td></td><td>2</td><td>1</td></tr>
</table>
</td><td></td><td></td></tr>
</table>

Item No.	Qualification Subject	Qualification Requirement	*Document To be Completed/provided by Tenderer*	*For Procuring Entity's Use (Qualification met or Not Met)*
		Total	**35**	**17.5**
10.	Proposed methodology	Adequacy and quality of the proposed methodology	***a)* Technical approach and methodology** • Provided a detailed Work Methodology: a) Procedure on execution of activities as outlined in the BoQs b) Allocation of machinery/labour in execution the activities c) Procedures in quality control of the activities described in BoQs **b) Provided a Methodology on safety during the construction period:** a) Personal protective equipment b) Signages c) Delineation of construction and passage of traffic	3 Marks 2 Marks

Item No.	Qualification Subject	Qualification Requirement	*Document To be Completed/provided by Tenderer*	*For Procuring Entity's Use (Qualification met or Not Met)*
			d) Passage of traffic at night	
			c) **Work plan*/Program of Works (PoW)***	4 Marks
			• PoW Resourced with Equipment-Min. allocation pursuant to the ***Schedule E of Technical Proposal*** - – To be submitted in A3 Size Paper well legible Fonts	
			• PoW captures Monthly outputs for each activity	2 Marks
			• PoW details BoQ Quantities, Units and Rates	2 Marks
			• PoW is superimposed with Cashflow Projections as detailed in ***Schedule A*** of the technical proposal	2 Marks
			d) **Site Organization and staffing** (Schedule B of Technical proposal)	3 Marks
11.	Specific Quality Management Plan	Adequacy and quality of the Specific Quality Management Plan	Provide a specific Quality management plan that covers the following:	2 Marks

Item No.	Qualification Subject	Qualification Requirement	*Document To be Completed/provided by Tenderer*	*For Procuring Entity's Use (Qualification met or Not Met)*
			1. Scope Management 2. Time Management 3. Material Quality Management 4. Financial Management 5. Risk Management 6. Health & Safety Management 7. Environmental Management 8. Communication Management 9. Procurement Management 10. Human Resource Management **11.** Stakeholder Management	
12.	Knowledge Transfer *[When transfer of knowledge is a particularly important component of the assignment, the following sub-criteria may be provided]*	Transfer of knowledge (training) program (relevance of approach and methodology	*a)* Relevance of training program ***[Not Applicable]*** *b)* Training approach and methodology ***[Not Applicable]*** *c)* Qualifications of experts and trainers ***[Not Applicable]***	
Tenderers who score less than the required pass (75%) will be automatically disqualified. Tenderers who meet the minimum pass mark in				

Item No.	Qualification Subject	Qualification Requirement	*Document To be Completed/provided by Tenderer*	*For Procuring Entity's Use (Qualification met or Not Met)*
the technical evaluation will be evaluated further.				
C. FINANCIAL EVALUATION: The lowest evaluated bidder shall be subjected to Financial Evaluation which include but not limited to **sensitivity analysis** of the **rates** to **detect abnormally low bids or abnormally high bids or unbalanced tenders or front loaded**. **Treatment of Abnormally Low Bid/Abnormally high Bid/ Unbalanced bid** The Procuring Entity may undertake an analysis of bidders' rates which are potentially lower/higher than the known prevailing market rates. The bidders shall be required to provide objective justification including supporting documents on derivation of their rates within stipulated time to the Procuring Entity (***See Schedule G, Part I&II on Derivation of Rates***). In addressing the above criteria, the following steps shall be undertaken by the Procuring Entity; a. **Identify**: the Procuring Entity identifies a potential Abnormally Low/High Bid based on comparison with known prevailing market rates or with the project's total cost estimate. b. **Evaluate**: The Procuring Entity clarifies with the Bidder/proposer (hereafter the Bidder). The Bidder prepares a justification of their price based on the request from the Procuring Entity. The procuring Entity fully analyzes the Bidder's justification to verify if it is an Abnormally Low/High Bid. Due diligence may be carried out by the Procuring Entity on the bidder's documentation. c. **Determination**: The Procuring Entity fully documents the decision to accept or reject the Bid and executes appropriate action(s)/recommendation(s) including but not limited to rejection of the bid or enhancement of the performance security. Performance Security will be increased at the expense of the Tenderer to a level not exceeding 20% of the Contract price. In view of the above, the procuring Entity shall evaluate and analyze the Bidders' submissions against the known prevailing market rates and cost estimation guidelines. The analysis of the bidder's justification shall take into account all evidence provided in response to the request. Accordingly, the Procuring Entity's relevant committee shall make a recommendation to the Accounting Officer.			
D. POST QUALIFICATION: The procuring entity may verify the documents provided by the bidder with the issuing authority.				

APPENDIX TO THE QUALIFICATION CRITERIA

ITEM	DESCRIPTION			POINT SCORE SCALE
1	**HISTORY OF NON-PERFORMANCE**			**Max 5**
	History of Non-Performance			**0 or 5**
2	**FINANCIAL CAPACITY**			**Max 14**
	Audited Statements			0-2
	Computation of Financial Ratios			0-4
	Working capital to be at least 10% of the EE			0-4
	Turnover			0-4
3	**EXPERIENCE**			**Max 16**
	General Experience			0-3
	Specific experience in related works			0-11
	Workload Analysis			0-2
4	**KEY PERSONNEL**			**Max 10**
	Site Agent	Certification	Current / Valid EBK certificate of Good Standing	2
		Qualification	Degree in Civil/ highway Engineering	2
		Relevant experience	Above 5 years	2
			0-5 years	0
	Foreman	Certification	Registered with EBK/ KETRB/IET, and with Certificate of Good Standing	3
		Qualification	Degree/ HND in Civil Eng. or related field	3
		Relevant experience	Above 5 years	1
			0-5 years	0
5	**PLANT AND EQUIPMENT**			**Max 35**
	Relevant Equipment (As Detailed in Schedule D)		Owned (Max 35marks)	0-35
			100% Leased (Max 17.5 marks)	0-17.5
6	**PROGRAM OF WORKS AND WORK METHODOLOGY**			**Max 20**
6a	Work Methodology	Provided a detailed Work Methodology		0-3
		Provided a Methodology on safety during the construction period		0-2
		Provided a specific Quality management plan		0-2
6b	Program of Works	PoW Resourced with Equipment-Min. allocation pursuant to the Schedule E of Technical Proposal - – To be submitted in A3 Size Paper well legible Fonts		0-4
		PoW captures Monthly outputs for each activity		0-2
		PoW details BoQ Quantities, Units and Rates		0-2
		PoW is superimposed with Cashflow Projections as detailed in Schedule A of the technical proposal		0-2
7	**Organization and staffing** (Schedule B of Technical proposal) Equivalent of Site Base facilities			0-3
	TOTAL			**MAX 100**

SECTION V - TENDERING FORMS

1. **TENDERER'S QUALIFICATION FORMS**
   - **Form ELI-1.1- Tenderer Information Form**
   - **Form ELI- 1.2- Tenderer JV information**
   - **Form ELI - 1.3- Qualification of Foreign Contractors**
   - **Form ELI - 1.4- Declarations of materials, equipment and labor sources**
2. **FORM OF TENDER**
   - **A. TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE**
   - **B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**
   - **C. SELF-DECLARATION FORMS**
     - **FORM SD1**
     - **FORM SD2**
     - **FORM SD3**
3. **APPENDIX TO FORM OF TENDER**
4. **CONTRACTUAL FORMS**
   - **FORM CON – 1**
   - **FORM CON – 2**
   - **FORM CON – 3**
5. **FINANCIAL FORMS**
   - **FORM FIN- 3 .1**
   - **FORM FIN- 3.2**
   - **FORM FIN- 3.3**
6. **TECHNICAL EXPERIENCE**
   - **FORM EXP - 4.1**
   - **FORM EXP - 4.2 (A)**
   - **FORM EXP - 4.2 (B)**
7. **TECHNICAL PROPOSAL**
   - **SCHEDULE A. Projected Cash Flow**
   - **SCHEDULE B. Site Organizations**
   - **SCHEDULE C. Subcontractors**
   - **SCHEDULE D. Contractor's Equipment**
   - **SCHEDULE E. Initial Tentative Program of Performance**
   - **SCHEDULE F. Key Personnel Proposed**
   - **SCHEDULE D. Schedule of Materials Basic Rates**
8. **FORM OF TENDER SECURITY - DEMAND GUARANTEE**
9. **FORM OF TENDER SECURITY (TENDER BOND)**
10. **FORM OF TENDER-SECURING DECLARATION**
11. **FORM OF DECLARATION OF FAIR EMPLOYMENT LAWS AND PRACTICES**
12. **FORM OF DECLARATION OF CONTRACTS TERMINATED IN THE LAST THREE (3) YEARS**

TENDERER'S QUALIFICATION FORMS

FORM ELI-1.1- TENDERER INFORMATION FORM

Form ELI-1.1
Tenderer Information Form
Date:_____ Tender No. _____ Tender title: _____
Tenderer's name: ……..
In case of Joint Venture (JV), name of each member:……
Tenderer's actual or intended country of registration: *[indicate country of Constitution]*
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: Address: Telephone/Fax numbers: E-mail address:
1. Attached are copies of original documents of: I. *Certificate of Incorporation and CR12* of the legal entity named above, in accordance with ITT 4.1. *II. Copies of National Identification documents for Directors* ☐ In case of a JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. ☐ In case of a state-owned enterprise or institution, in accordance with ITT 4.7. documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that tenderer is not under the supervision of the Procuring Entity, 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership (***Applicable***).

FORM ELI- 1.2- TENDERER JV INFORMATION

Tenderer's JV Information Form

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

Date:_____

Tender No. _____

Tender 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: i. Certificate of Incorporation and CR 12 of the legal entity named above, including Registered JV agreement (Registration of Documents Act) , in accordance with ITT 4.1. ii. Copies of National Identification documents for all Directors ☐ 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 4.7. 2.Included are the organizational chart, a list of Board of Directors, and the beneficial ownership (***Applicable***).

FORM ELI - 1.3- QUALIFICATION OF FOREIGN CONTRACTORS

Qualification of Foreign Tenderers

Pursuant to ITT 4.10, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition (the 40% Rule).

ITEM	Description of Work Item	Describe location of source	COST in K. shillings	Comments, if any
A	Local Labour			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			

1				
2				
3				
4				
5				
6				
7				
	TOTAL COST LOCAL CONTENT			
	PERCENTAGE OF BID PRICE			

FORM ELI - 1.4- DECLARATIONS OF MATERIALS, EQUIPMENT AND LABOUR SOURCES

Pursuant to ITT 5.1, tenderers must complete this form to demonstrate that the tender fulfils this condition

ITEM	Description of Work Item	Describe location of source	Comments, if any
A	**Materials**		
1			
2			
3			
4			
5			
6			
B	Equipment		
1			
2			
3			
4			
5			
C	Labour		
1			
2			
3			
4			
5			
6			
	TOTAL COST LOCAL CONTENT		
	PERCENTAGE OF BID PRICE		

FORM OF TENDER

INSTRUCTIONS TO TENDERERS

(i) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.

(ii) All italicized text is to help Tenderer in preparing this form.

(iii) Tenderer must complete and sign and TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE, CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER, all attached to this Form of Tender.

i) The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.

A) Tenderer's Eligibility- Confidential Business Questionnaire

B) Certificate of Independent Tender Determination

C) Self-Declaration of the Tenderer

FORM OF TENDER

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

Invitation to Tender No.: *[insert identification]* Alternative No.: *[Not Applicable]*

To:

_____

We, the undersigned, declare that:

a) *No reservations:* We have examined and have no reservations to the tendering document, including Addenda issued in accordance with Instructions to Tenderers (ITT) ;

b) *Eligibility:* We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;

c) *Tender-Securing Declaration:* We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 4.8.

d) *Conformity:* We offer to execute in conformity with the tendering document and in accordance with the construction or service schedule the following Works:

[Tender Number and Name]

e) *Tender Price:* The total price of our Tender is [name of currency] (*amount in figures and words*).

f) *Combined Price:* We hereby confirm that our combined price for Rehabilitation Works and Improvement Works does not exceed the threshold given in the TDS ITT 37.5, which is ***[NOT APPLICABLE***].

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

h) *Performance Security:* If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;

i) *One Tender per Tenderer:* We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.4, other than alternative Tenders submitted in accordance with ITT 13;

a) *Suspension and Debarment:* We, along with any of our subcontractors, suppliers, consultants, 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 Procuring Entity. Further, we are not ineligible under Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;

b) *State-owned enterprise or institution:* [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 4.7];

c) *Commissions, gratuities and fees:* We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering 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.").

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

e) *Not Bound to Accept:* We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive;

f) *Fraud and Corruption:* We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;

g) *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.

r) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from www.ppra.go.ke during the procurement process and the execution of any resulting contract.

s) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:

a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.

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

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

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

t) 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]

Name in the capacity of_____

Signed

Duly authorized to sign the Tender for and on behalf of

Dated on_____day of_____, _____

A. TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

a) Tenderer's details

	ITEM	
1	Name of Procuring Entity	Kenya National Highways Authority
2	Reference Number of the Tender	KeNHA/2973/2026
3	Date and Time of Tender Opening	As indicated in the Tender Notice
4	Name of Tenderer	
5	Full Address and Contact Details of the Tenderer	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person
6	Current Trade License Registration Number and Expiring date	
	Name, country and full address (postal and physical addresses, email, and telephone number) of Registering Body/Agency	
7	Description of Nature of Business	
8	Maximum value of business which the Tenderer handles	
9	State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) of state which stock exchange	

General and Specific Details

b) Sole Proprietor, provide the following details

Name in full_____Age_____

Nationality_____Country of Origin_____

Citizenship _____

c) Partnership, provide the following details.

	Name of Partners	Nationality	Citizenship	%Shares Owned
1				
2				
3				

(d) Registered Company, provide the following details.

i) Private or public Company_____

ii) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Name of Directors	Nationality	Citizenship	%Shares Owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

ii) 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 or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

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

Full Name_____

Title or Designation_____

_____ _____

(Signature) (Date)

B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the **KENYA NATIONAL HIGHWAYS AUTHORITY** for:_____[Name of tender]

_____[Tender number]

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 or not affiliated with the Tenderer, who:
   a) Has been requested to submit a Tender in response to this request for tenders;
   b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

5. The Tenderer discloses that [tick 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 and Title_____

Date _____

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

C. SELF-DECLARATION FORMS

FORM SD 1: SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED

IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015

I, ..., of Post Office Box.....being a resident of

.....in the Republic of.....do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ……...…….. *(insert name of the Company)* who is a Bidder in respect of Tender No.....for.....*(insert tender title/description)* for.....……. *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

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

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

……. …… …….
(Title) (Signature) (Date)

Bidder Official Stamp

FORM SD 2: SELF DECLARATION THAT THE TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of……..... …… (insert name of the Company) who is a Bidder in respect of Tender No. …….. for ……. *(insert tender title/description)* for …… *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……. *(insert name of the Procuring entity)* which is the procuring entity.

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

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

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

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

Bidder's Official Stamp

FORM SD 3: DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

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

E-mail.....

Name of the

Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness
Name.....
Sign.....

Date.....

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

1.2 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.

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

1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;

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

3) Without limiting the generality of the subsection (1) and (2), the person shall be—
   a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
   b) if a contract has already been entered into with the person, the contract shall be voidable;

4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
   a) shall not take part in the procurement proceedings;
   b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
   c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within

his or her duties shall disclose the conflict of interest to the procuring entity;

7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a director 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.

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

i) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows: "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v) "obstructive practice" is:

- deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.

b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

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

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

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel,

permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect[2] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

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

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[1] *For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, 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 FORM OF TENDER

(This appendix forms part of the bid)

Conditions	**Sub-Clause**	**Data**
Employer's name and address	1.1.2.2	Director General, Kenya National Highways Authority, P.O. Box 49712 – 00100, **NAIROBI**
Engineer's name and address	1.1.2.4	Director – Maintenance, Kenya National Highways Authority, P.O. Box 49712 – 00100, **NAIROBI**
Time for Completion	1.1.3.3	Contract Period: Twelve (12) Months
		Instructed Works Period - Nine (9) Months
Defects Notification Period	1.1.3.7	Three (3) Months
Site	1.1.6.7	Barabara Plaza
Communications	1.3(b)	The Employers address is: The Director General, Kenya National Highways Authority (KeNHA), P.O. Box 49712 - 00100 NAIROBI The Engineer's address is: The Director, Maintenance, Kenya National Highways Authority (KeNHA), P.O. Box 49712 - 00100 NAIROBI **The Contractor address is:** Name…. …….……. P.O Box…….…….. City/Town……...……. Email: ……..……...…… Telephone…….……
Governing Law	1.4	Laws of the Republic of Kenya

Conditions	Sub-Clause	Data
Ruling and communications language	1.4	English
Contract Agreement	1.6	Within the bid validity period
Assignment	1.7	Not applicable
Care and Supply of documents	1.8	One (1) Contract document to be supplied to the Contractor
Right of access to the Site	2.1	Within Twenty Eight (28) days of the Notice of Commencement Date
Performance Security	4.2	The Performance Security shall be in the form of an unconditional Bank Guarantee in the amount(s) of 5% of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
Subcontractors	4.4	40%
Parts of the Works for which subcontracting is not permitted	4.4	N/A
Progress reports	4.21	Softcopies
Normal working hours	6.5	Weekdays: 8am – 5pm (With 1hour break) Saturdays: 8am – 12 Noon
Commencement of Works	8.1	Fourteen (14) days after order to commence
Programme	8.3	• Softcopy • One (1) Hard copy • Within 28days
Delay damages payable for each day of delay	8.7	0.05% of the Accepted Contract Amount
Maximum amount of delay damages	8.7	5% of the Accepted Contract Amount
Take Over of Parts of the Works	10.2	Not applicable
Provisional Sums	13.5 (b)(ii)	As specified in the Schedule of rates
Advance payment	14.2	Not Applicable
Application for interim payment certificates (Statements)	14.3	1 hard copy and 1 soft copy
Percentage of retention	14.3(c)	5% of the Accepted Contract Amount

Conditions	Sub-Clause	Data
Limit of Retention Money	14.3(c)	5% of the Accepted Contract Amount
Schedule of payments	14.4	Not applicable
Period of payment of Advance Payment to the Contractor	14.7(a)	Not Applicable
Period for the Employer to make interim payments to the Contractor	14.7b	Ninety (90) days
Period for the Employer to make final payment to the Contractor	14.7(c)	Ninety (90) days
Delayed payment	14.8	Simple interest at a rate equal to two percentage points above the mean Base Lending Rate obtained from the Central Bank of Kenya
Number of additional paper copies of draft Final Statement	14.11	1 hard copy and 1Soft copy
Currencies of Payment	14.15	Kenya Shillings (KES)
Maximum total liability of the Contractor to the Employer	17.6	The accepted contract amount
Periods for submission of insurance	18.1	a. evidence of insurance – 14days b. relevant policies – 28 days
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	Not Applicable
Minimum amount of third party insurance	18.3	Limited to Accepted Contract Amount for each occurrence, with unlimited number of occurrences
Date by which the DB shall be appointed	20.2	As and when required
The DB shall be comprised of	20.2	One Member (ad hoc)
Appointment (if not agreed) to be made by:	20.3	Chartered Institute of Arbitrators (Kenya)
Place and Seat of arbitration	20.6(a)	Nairobi, Kenya

Signature of Tenderer……. Date ……

FORM CON – 1 HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY

Tenderer's Name: _____ Date:_____

JV Member's Name_____

Tender No. _____

Tender title: _____

Non- Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐Contract non-performance did not occur for the last three (3) years from the day of tender opening. ☐Contract(s) not performed for the last three (3) years from the day of tender opening			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (Kenya Shilling equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/number; and any other identification]* Name of Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*

Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
☐ No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 8. ☐ Pending Litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 9 as indicated below			
Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (Kenya Shilling equivalent)**
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. ☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below			
Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (Kenya Shilling equivalent)**

FORM CON – 2: DECLARATION FORM – FAIR EMPLOYMENT LAW AND PRACTICES

Date

To

The Director General,

Kenya National Highways Authority (KeNHA),

P.O. Box 49712-00100

NAIROBI

We (name and address)_____

_____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

---------- ……. ----------

Name of Bidder's authorized Representative Signature Date

(To be signed by authorized representative and officially stamped)

FORM CON – 3: CERTIFICATE OF BIDDER'S VISIT TO SITE

This is to certify that

[*Name/s*]…….

Being the authorized representative/Agent of [*Name of bidder*]

……..……

……..……

participated in the organized inspection visit of the site of the works for the

MAINTENANCE AND REHABILITATION WORKS FOR BARABARA PLAZA

held on……..day of……20…….

Signed……..

(Employer's Representative)

……..……

…… ……..

(Name of Employer's Representative) (Designation)

NOTE: This form is to be completed at the time of the organized site visit.

FORM FIN – 3.1: FINANCIAL SITUATION AND PERFORMANCE

PART 1

Tenderer's Name: _____ Date:_____

JV Member's Name_____

Tender No. _____

Tender title: _____

1. **Financial data**

Type of Financial information (Kenya Shillings)	**Historic information for previous __3__years, (amount in Millions (KSh.)**		
	2023	2024	2025
Statement of Financial Position (Information from Balance Sheet)			
Total Assets (TA)			
Total Liabilities (TL)			
Total Equity/Net Worth (NW)			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital (WC)			
Information from Income Statement			
Total Revenue (TR)			
Profits Before Taxes (PBT)			
Cash Flow Information			
Cash Flow from Operating Activities			

2. Sources of Finance

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

No.	Source of finance	Amount (Kenya Shilling equivalent)
1	Letter of line of Credit from a recognized Financial Institution	
2	Bank account balance (demonstrated by bank statements)	

3. Financial documents

The Tenderer and its parties shall provide copies of financial statements for the last ***three(3)*** years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

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

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

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

d) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements for the Three (3) years required above; and complying with the requirements

PART 2

Detailed Financial Situation Evaluation

No.	Description	Auditors Assessment 2023	Auditors Assessment 2024	Auditors Assessment 2025	Evaluation Score Award Criteria
1.	Financial Ratios				Max score=4 Marks
a.	**Current Ratio=** **Current Assets / Current Liabilities**				Current Ratio more than 1 = 1 marks
b.	**Debt to Equity Ratio =** **Total Liabilities / Total Equity**				Equity Capital Ratio less than 1 = 1 Marks
c.	**Working Capital = Current Assets- Current Liabilities**				Positive Working Capital = 1 marks
d.	**Operating Cash Flow Ratio =** **Cash Flow from Operations / Current Liabilities**				Operating Cash-flow more than 1 = 1 marks
2.	**Working Capital in KShs. …….**				Working Capital is equal or more than 10% of the bid price = 4 Marks

The above Financial Ratios have to be derived from first Principles from the Audit Statements. The Auditor who has undertaken the analysis has to demonstrate the financial ratios and append his signature and stamp to the Document as below:

The Auditor shall be required to provide his/her workings and demonstrate the source of the workings from the various Audited statements by including the Page Numbers and references of the source of the figures used in the computation of the assigned values.

The Auditor undertaking the above Financial Analysis MUST duly fill the Contact Sheet below in all aspects and attach current annual practising license.

Financial ratios Computed by a Certified Public Accountant:

CPA: Name	
ICPAK Number	
Telephone Number	
Email Address	
Postal Address	
Physical Address	
Contact Person	
Mobile Contact of the Contact Person	
Signature	
Date	
Personal/Corporate Stamp	

Ratios attested by the Company Director:

Director's Name	
ID/Passport Number	
Telephone Number	
Email Address	
Postal Address	
Physical Address	
Signature	
Date	
Personal/Corporate Stamp	

FORM FIN – 3.2: AVERAGE ANNUAL CONSTRUCTION TURNOVER

Tenderer's Name: _____

Date: _____

JV Member's Name _____

Tender No. _____

Tender title: _____

	Annual turnover data (construction only)		
Year	**Amount Currency** *[insert amount and indicate currency]*	**Exchange Rate (where applicable)**	**Kenya Shilling equivalent**
2023			
2024			
2025			
Average Annual Construction Turnover*			

* See Section III, Evaluation and Qualification Criteria.

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

FORM FIN - 3.3: 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 Form of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Procuring Entity's Contact Address, Tel, Fax	Value of Outstanding Work (Kenya Shilling equivalent)	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [KSh./month]

FORM EXP - 4.1: GENERAL CONSTRUCTION EXPERIENCE

Tenderer's Name: _____

Date: _____

JV Member's Name _____

Tender No. _____

Tender title: _____

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: Brief Description of the Works and Services performed by the Tenderer: Amount of contract: Name of Procuring Entity: Address:	*Main Contractor/ Subcontractor/ Management Contractor*
		Contract name: Brief Description of the Works and Services performed by the Tenderer: Amount of contract: Name of Procuring Entity: Address:	
		Contract name: Brief Description of the Works and Services performed by the Tenderer: Amount of contract: Name of Procuring Entity: Address:	

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

Tenderer's Name: _____

Date: _____

JV Member's Name _____

Tender No. _____

Tender title: _____

Similar Contract No..	**Information**			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-Contractor ☐
Total Contract Amount			Kenya Shillings	
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				
Description of the similarity in accordance with Sub-Factor 4.2(b) of Section III:				
1. Amount				
2. Physical size of required Works and Services items				
3. Complexity				
4. Methods/Technology				
5. Construction rate for key activities				
6. Other Characteristics				

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

Tenderer's Name:

_____

Date:

_____

Tenderer's JV Member Name:

_____

Sub-contractor's Name (as per ITT 33.2):

_____

Tender No. _____

Tender title: _____

All Sub-contractors for key activities must complete the information in this form as per ITT 33.2 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One:_____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contact	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-Contractor ☐
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 (i)*(ii)	
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name: Address: Telephone/fax number E-mail:				

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

If applicable

2 Activity No. Two

3. .....

TECHNICAL PROPOSAL

The Tenderer's Technical Proposal shall include the following elements:

SCHEDULE A. Projected Cash Flow

SCHEDULE B. Site Organizations

SCHEDULE C. Subcontractors

SCHEDULE D. Contractor's Equipment

SCHEDULE E. Initial Tentative Program of Performance

SCHEDULE F. Key Personnel Proposed

Instructions on how to present the various schedules of the Technical Proposal are given on the following pages

SCHEDULE A

Projected Cash Flow

1) Tenderers shall tabulate below estimates, based on their preliminary work programme, of:

   a) On the expenditure side, the value of the work which will be carried out;

   b) On the revenue side, the net payments to which they will become entitled with due allowance for the advance payment and repayment, materials prepayments, and retention money, but excluding price adjustments for rise and fall and provisional sums for emergency works.

   c) The projected net cash flow during the contract period.

2) The prospective successful Tenderer may be required to submit full details to substantiate his estimates.

Period (Months)	Cost of Repair and Maintenance Works	Net Payment to be received	Net Cashflow
1-3			
3-6			
6-9			
9-12			
ETC			

SCHEDULE B

Site Organization

Tenderers shall give below full particulars of the organization they propose to establish, direct, and administer the performance of the Contract. In particular, Tenderers shall indicate the location of site camps and the resources they intend to allocate to Self-Control Units for planning and monitoring purposes.

1. SITE ORGANIZATION CHART

    i. ORGANOGRAM

    ii. SITE ORGANISATION LAYOUTS

    iii. SITE LOCATION MAP

2. NARRATIVE DESCRIPTION OF SITE ORGANIZATION CHART

SCHEDULE C

SUB-CONTRACTORS / PARTNERS

Tenderers shall list below those parts of the Works and Services which they propose to subcontract, and state the approximate value of those parts and the names and addresses of the proposed subcontractors, if those are known at Tendering stage. Tenderers shall also list other business partners involved in the execution of the contract and their respective roles and responsibilities.

Part of Works /
Services:

Approximate
value:

Name and address of proposed subcontractor / partner:

Part of Works /

Services:

Approximate

value:

Name and address of proposed subcontractor / partner:

Part of Works /

Services:

Approximate

value:

Name and address of proposed subcontractor / partner:

Part of Works /

Services:

Approximate

value:

Name and address of proposed subcontractor / partner:

SCHEDULE D

Contractor's Equipment Form EQU

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

Equipment Information and current status for equipment leased from Government Agencies may be omitted

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

Omit the following information for equipment owned by the Tenderer.

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

SCHEDULE E

Initial Tentative Program of Works

To demonstrate a clear understanding of the requirements of the Contract, Tenderers shall provide the following:

i) A bar chart sub-divided into sections for each building works showing the major activities to be carried out for Rehabilitation and Maintenance Works. The activities shall be shown against time, with linkages shown between related/sequential activities as far as possible and appropriate.

ii) A bar chart or schedule showing the usage of major plant, including those listed in Schedule D (Contractor's Equipment).

SCHEDULE F

Form PER -1 Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified 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

1.	**Title of position: Site Agent**	
	Name of candidate:	
	Duration of appointment:	*[insert the whole period (start and end dates) for which this position will be engaged]*
	Time commitment for this position:	*[insert the number of days/weeks/months that has been scheduled for this position]*
	Expected time schedule for this position:	***Full time site presence***
2.	**Title of position: Foreman**	
	Name of candidate:	
	Duration of appointment:	*[insert the whole period (start and end dates) for which this position will be engaged]*
	Time commitment for this position:	*[insert the number of days/weeks/months that has been scheduled for this position]*
	Expected time schedule for this position:	***Full time site presence***

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

Form PER -2

Resume and Declaration – Key Personnel- (*Resume to be provided in this format***)**

Name of Tenderer

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

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

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

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER -2 correctly describes myself, my qualifications and my experience.

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

Commitment	**Details**
Commitment to duration of contract:	*[insert period (start and end dates) for which this Key Personnel is available to work on this contract]*
Time commitment:	*[insert the number of days/weeks/months that this Key Personnel will be engaged]*

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

a) be taken into consideration during Tender evaluation;

b) my disqualification from participating in the Tender;

c) my dismissal from the contract.

Name of Key Personnel: *[insert name]*

Signature:_____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

SCHEDULE G

PART I. SCHEDULE OF MATERIALS; -BASIC PRICES

.

ITEM NO	DESCRIPTION	NAME OF SUPPLIER	COUNTRY OF ORIGIN	UNIT	RATE	
					KSHS	CTS
1	Cement			Tonne		
2.	Reinforcing Steel			Tonne		
3.	Paint – Exterior Grade			M^2		
4.	Thermoplastic paint			M^2		

I certify that the above information is correct

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

The prices inserted above shall be those prevailing 30 days before the submission of Tenders and shall be quoted in Kenya Shillings using the prevailing exchange rates by Central Bank Kenya.
Prices of imported materials to be quoted CIF Mombasa or Nairobi as appropriate depending on whether materials are imported by the tenderer directly or through a local agent.

PART II. SHEDULE OF RATES DERIVATION

A Sample Schedule showing how it should be filled by bidder.

Form for Detailed Breakdown of Cost Comparison

Bill item No.	16-80-001
Description	Provide, lay and roll asphalt concrete type 1 (bitumen content 5-6% by weight) as pothole patching and regulation - hot mix.
Units	M^3
Quantity	4,680 (Assumed production is 160m3 per day)

Rate build up

a) Direct cost (DC)

i) Unit work Price

1) Material Cost

Description	Units	Quantity	Market Price	Amount
AC Type 1	M^3	1	20,900.00	20,900.00
Sub Total For Material				**20,900.00**

2) Labour Price

Personnel	**No. Required**	**Rate /day**	**Amount**
Skilled Labour overseer	2	1,800.00	22.50
Skilled Labour - Operator	6	2,045.00	76.69
Artisans Grade II	12	1,612.00	120.90
Unskilled labour	15	873.00	81.84
Sub Total For Labor			**301.93**
Productivity ratio			

3) Machinery

Machinery type	**No. Required**	**Rate /day**	**Amount**	**Hired/Owned**
Roller	1	38,720.00	242.00	Hired
PTR	1	29,200.00	182.50	Hired
Air Compressor	1	9,625.00	60.16	Hired
Bitumen Sprayer H/Operated	1	4,400.00	27.50	Hired
AC Paver	1	50,504.00	315.65	Hired

SAMPLE PAGE

		Sub Total for Machinery	**827.81**	
		Productivity ratio		
	Sub-total of unit price			
	Sum (1+2+3)	**22,029.74**		
	ii) Haulage Cost	1,104.49		
Sub-totals of DC	23,131.22			
b) Indirect Cost	2,313.12			
c) Overheads and Profits	6,939.37			
Total Cost Sum (a+b+c) Forwarded to the BoQ (16-80-001)	**32,383.71**			

SAMPLE PAGE

Form for Detailed Breakdown of Cost Comparison

Bill item No.	3.16.1
Description	Prepare and apply 3 coats of premium quality emulsion based anti-dust paint on external concrete surfaces
Units	SM
Quantity	12,000

Rate build up

a) Direct cost (DC) i) Unit work Price

1) Material Cost

Description	Units	Quantity	Market Price	Amount
Sub Total For Material				

2) Labour Price

Personnel	No. Required	Rate /day	Amount
Sub Total For Labor			
Productivity ratio			

3) Machinery

Machinery type	No. Required	Rate /day	Amount	Hired/Owned
Sub Total for Machinery				
Productivity ratio				

Sub-total of unit price	
Sum (1+2+3)	

ii) Haulage Cost

Sub-totals of DC	
b) Indirect Cost	
c) Overheads and Profits	
Total Cost Sum (a+b+c)	

Notes:

- Attach current (at least 30 days before tender opening date) proof of cost of materials e.g. Proforma Invoices/quotations.
- This form has been based on the principles of Cost Estimation Manual. The Cost Estimation Manual can be downloaded from the following website: https://krb.go.ke/downloads
- The Procuring Entity Own Market rates are published on the website: https://kenha.co.ke/wp-content/uploads/2026/06/Price-Reference-Guide-May-2026-v1.pdf

I certify that the above information is correct

……	…….	……..
(Title)	(Signature)	(Date& Official Stamp)

Form for Detailed Breakdown of Cost Comparison

Bill item No.	3.16.2
Description	Prepare and apply 3 coats first-grade plastic vinyl matt emulsion paint (white) on internal walls and concrete surfaces
Units	SM
Quantity	22,000

Rate build up

a) Direct cost (DC)

i) Unit work Price

1) Material Cost

Description	Units	Quantity	Market Price	Amount
Sub Total For Material				

2) Labour Price

Personnel	No. Required	Rate /day	Amount
Sub Total For Labor			
Productivity ratio			

3) Machinery

Machinery type	No. Required	Rate /day	Amount	Hired/Owned
Sub Total for Machinery				
Productivity ratio				

Sub-total of unit price	
Sum (1+2+3)	

ii) Haulage Cost

Sub-totals of DC	
b) Indirect Cost	
c) Overheads and Profits	
Total Cost Sum (a+b+c)	

Notes:

- Attach current (at least 30 days before tender opening date) proof of cost of materials e.g. Proforma Invoices/quotations.
- This form has been based on the principles of Cost Estimation Manual. The Cost Estimation Manual can be downloaded from the following website: https://krb.go.ke/downloads
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I certify that the above information is correct

……	…….	……..
(Title)	(Signature)	(Date& Official Stamp)

FORM OF TENDER SECURITY - DEMAND GUARANTEE

Beneficiary:_____

Invitation to Tender No:_____

Date: _____

TENDER GUARANTEE No.:_____

Guarantor:_____

We have been informed that_____(herein after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of under Invitation to Tender No.____(“the ITT”).

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

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

a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender (“the Tender Validity Period”), or any extension there to be 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 be provided by the Applicant, (i) has 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 Beneficiary's Tendering document.

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, issued to the Beneficiary in relation to such contract agreement; 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.

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)]

PART 2 - WORKS' REQUIREMENTS

SECTION VI - BILLS OF QUANTITIES

PREAMBLE TO BILL OF QUANTITIES

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

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

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

3. The Bills of Quantities should be divided generally into the following sections:

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

4. NOTES TO PREPARING PREAMBLES

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

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

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

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

4.4. The quantities given in the Bills of Quantities are estimated and partly provisional and are given to provide a common basis for tendering. The basis of payment will be the actual quantities of work ordered and carried out,

as measured by the Contractor and verified by the Architect and valued at the rates and prices tender in the priced

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

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

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

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

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

4.9 Provisional Sums and contingency sums included and so designated in the Bills of Quantities shall be expended in whole or in part at the direction and discretion of the Architect in accordance with Sub-Clause 13.5 and Clause 13.6 of the General Conditions of contract.

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

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

5. NOTES ON PREPARING BILLS OF QUANTITIES

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

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

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

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

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

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

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

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

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

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

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

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

BILLS OF QUANTITIES

(a) Preambles

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

2. The Site is situated in (*provide full description where the site is situated, coordinates from the nearest known landmark like a town and its size*)_____It is approximately_____Kilometers from Nairobi. Access to the site shall be through_____,

Which is an existing public road. Any damage caused to the surfaces of this road shall be made good at the Contractor's expense. The Contractor shall visit the site and acquaint itself with its nature and position, the nature of the ground, substrata and other local conditions, positions of existing power, water and other services, access roads or any other limitations that might affect his cost or progress. No claim for extras shall be considered on account of lack of knowledge in this respect.

3. The Contractor shall obtain the Architect's approval on the siting of all temporary buildings, spoil heaps, temporary access path, and storage of materials. The Contractor shall also obtain the Architect approval and direction regarding the use of any materials found on the Site.

4. The drawings used in the preparation of these Bills of Quantities can be inspected at the offices of the Procuring Entity or Procuring Entity's Representative during normal working hours. Two sets of the Working Drawings shall be provided to the contractor but additional copies shall be provided at a cost to be determined by the Engineer.

5. The Contractor shall allow for the payment of all bank charges in connection with the procurement of Bank Guarantees and stamp charges in connection with this contract Agreement.

6. The Contractor shall carry out the various sections of the Works in such an order as the Architect May direct. The Procuring Entity reserves the right to occupy the Works by sections on completion provided that such occupation is considered to be both practical and reasonable and will not interfere with the Works. The Contractor shall allow any costs associated with such occupation.
7. The main Contractor will be fully responsible for paying his Sub-Contractor but the Procuring Entity reserves the right in very exceptional circumstances to make such payments direct in the interests of the project where the completion thereof might be jeopardized by any dispute or vicariousness between the Contractor and the Sub-

Contractor involve.

8. The Contractor shall complete and deliver the Works in the period inserted in the Form of Tender as his time for completion of the Works from the date for Possession, to be agreed with the Engineer. The Contract Period is presumed to have been calculated making due allowance for seasonal inclement weather conditions. Noclaimfor extension of time due to the normal inclement weather for this area shall be entertained.

9. The Contractor shall, upon receiving instructions to proceed with the Works, draw up a Programme and Progress Chart setting out the order in which the Works are to be carried out, with the appropriate dates thereof. This Chart shall be agreed with the Architect and no deviation from the order set out in it will be permitted without the written consent of the Engineer. The Contractor will be responsible for arranging the above programme with all his sub-Contractors and Specialties. The Contractor shall allow in his rates for carrying out this exercise, and for updating it as required.

10. The Contractor shall submit to the Architect on the first day of each week or such longer period as the Architect 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.

11. The Contractor shall arrange for photographs of the Site to be taken by a professional photographer approved by the Engineer. The Photographs shall provide a record of the Site and adjacent are as prior to the commencement of the Works and shall cover such portion of the works in progress and completion as the Architect shall direct. All prints shall be full plate size, unmounted, and marked on the reverse side with the date of exposure, identification reference and brief description. The copyright of all photographs shall be vested in the Procuring Entity. The negatives and four prints from each negative shall be delivered to the Architect within two weeks of exposure.

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

13. Prior to commencement of any work the Contractor is to ascertain from the relevant Authorities the exact position, depth and level of all existing electric cables, waterpipes or other services in the are and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Architect and the relevant Authority and shall be made good to their satisfaction at the Contractor's expense. Where appropriate the Contractor shall open up the ground in advance of the main work by hand digging if necessary, to locate precisely the position and details of the services which are likely to affect his operations.

14. The Contractor shall include in his prices for the transport of materials, workmen, etc./, to and from the site of the proposed works, at such hours and by such route as are permitted by the Authorities.

15. The Contractor will be required to make good, at his own expense and damage he may cause to the present road surface and pavements within or beyond the boundary of the Site, during the period of the works. All existing paths, storm water channels, etc., that may be destroyed or damaged during the progress of the Works shall be reinstated by the Contractor to the satisfaction of the Engineer.

16. The Contractor is to allow for complying with all instructions and regulations of the Police Authorities.

17. All water shall be fresh, clean and pure, free from earthly, vegetable or organic matter, acid or alkaline substance in solution. The Contractor shall provide at his own risk and cost all water for use in connection with the Works, (including works of sub–contractors). If need be, he shall make arrangements with the Local Water Authority for the installation of a separate meter for all water used by him throughout the Contract and pay all cost and fees in connection therewith. He shall also provide temporary storage tanks and tubing, etc., as may be necessary, and clear away at completion.

18. The Contractor shall provide all artificial lighting and power for his own use on the Works, (including Sub – Contractor's) including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection there with.

19. 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. (Including works of sub – contractors). Such Agent or Representative shall receive on behalf of

the Contractor directions and instruction from the Engineer, 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 the specific approval of the Engineer.

20. 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 Architect 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.

21. The are as available to the Contractor for work yards, offices and other facilities shall be directed by the Architect and any existing features to remain shall be protected from damage throughout the Contract Period and handed back in good condition when they are vacated at the end of the Contract. If additional areas are required, the contractor shall source them at own cost.

22. The Contractor shall give the Architect 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 Architect shall not relieve the Contractor of his duties or responsibilities under the Contract.

23. 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.

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

25. The Contractors attention is drawn to the standards levy order which was amended on 15thOctober 1998.Legal notice No.154 of 1998. The Contractor is required to pay a monthly level of 0.2% of his factory price of construction works with effect from January 1999. Tenderer shall allow for this in the build-up of his rates.

26. The Contractor shall provide temporary sheds, offices mesh rooms, sanitary, accommodation and other temporary buildings for the use of the contractor and sub-contractors, including lighting furniture equipment and attendance.

27. Contractor shall provide/build labor camp sat areas to be agreed with the Engineer. Labor camps shall be complete with sanitary accommodation and fencing gates.

28. The Contractor must provide the necessary toilet facilities to the requirement and satisfaction of the Health Authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.

29. 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.

30. 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.

31. 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.

32. The Contractor shall take all necessary precautions such as temporary fencing, hoarding fans, planked footways, guard–rails gantries screen, etc., for the safe custody of the Works, materials and public protection and adjacent

properties.

33. Cover up all and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of Sub-Contractors, etc., to the satisfaction of the Architect until the completion of the Contract.

34. The Contractor shall, after completion of the works, at his own expense, remove and clear away all surplus excavated demolition materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Engineer, sheds, camps, etc. Particular care shall be taken to leave clean all floors and windows and tore move all paint and cement all rubbish and dirt as it accumulates. The Contractor is to find his own dump and shall pay all charges in connection there with.

35. 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.

36. 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 Architect for the approval or rejection, and any further samples in the case of rejection, until such samples are approved by the Engineer. 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 Engineer.The Contractor shall allow in his Tender for such samples and tests, including those in connection with his Sub-Contractors work.

37. The Contractors attention is drawn to the Finance Bill of the year 2000/2001 on withholding tax on contractual payment section 35(7)(i)(ii) which became effective on 1st July 2000. A 3% withholding tax will be applicable to all interim payments exceeding Kshs…….....……. for work done in respect of building or civil works. The contractor shall allow for any costs arising resulting there from in the build-up of rates.

38. Blasting will only be allowed with the express permission of the Architect 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 Architect governing the use and storage of explosives.

39. 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 6thJune 2014, regulation 25, - Allow 0.5% of the tender sum/contract sum for construction levy.

40. The Contractor attention is drawn to Finance Bill of 1993 where VAT was introduced in all contracts for construction services. The tenderer is also drawn to VAT Act Cap 476 clause 19(9). The tenderer must allow for VAT 1.19 as instructed elsewhere.

41. The contractor shall allow and pay for all insurance to cover risks and indemnities required Items 17 and 18 of the Conditions of contract and also specified in the Special Conditions of Contract.

PARTICULAR PRELIMINARIES

PRICING ITEMS OF PRELIMINARIES

Prices SHALL BE INSERTED against items of "preliminaries" in the tenderer's priced Bills of Quantities. The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract. The contractor is advised to read and understand all preliminary items.

DESCRIPTION OF THE WORKS

The works to be carried out under this contract involves MAINTENANCE AND REHABILITATION WORKS FOR BARABARA PLAZA

MEASUREMENTS

In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the Resident Engineer in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.

LOCATION OF SITE

The site is located at NAIROBI, BARABARA PLAZA. The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor's failure to do so will be entertained.

CLEARING AWAY

The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager. The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Resident Engineer.

CLAIMS

It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and/or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such claim or intent to claim notice to the Resident Engineer within the contract period. No claims shall be entertained upon the expiry of the said contract period.

PREVENTION OF ACCIDENT, DAMAGE OR LOSS

The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site.

WORKING CONDITIONS

The Contractor shall allow in his rates for any interference that he may encounter in the course of execution of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed, as the facility will be operating as usual during the course of the contract.

SIGNBOARD

Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.

LABOUR CAMPS

The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.

MATERIALS FROM DEMOLITIONS

Any materials arising from demolitions and not re-used shall become the property of the government. The Contractor shall allow in his rates the cost of transporting the demolished materials to the District Works Office -NAIROBI REGION

PRICING RATES

The tenderer shall include for all costs in executing the whole of the works including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.

SECURITY

The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.

URGENCY OF THE WORKS

The Contractor is notified that these “works are urgent”. The Contractor shall allow in his rates for any costs he deems that he/she may incur by having to complete the works within the stipulated contract period.

PAYMENT FOR MATERIALS ON SITE

All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Resident Engineer. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.

EXISTING SERVICES

Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.

PARTICULARS OF INSERTIONS TO BE MADE

Time for Completion of Instructed Works - 9 Months

Defects Notification Period - 3 Months

Contract Period - 12 Months

PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES

Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification. The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.

ABBREVIATIONS

Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows:-

C.M.	Shall mean cubic metre
S.M.	Shall mean square metre
L.M.	Shall mean linear metre
MM	Shall mean Millimeter
Kg.	Shall mean Kilogramme
No.	Shall mean Number
Prs.	Shall mean Pairs

B.S. Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I., England.

Ditto Shall mean the whole of the preceding description except as qualified in the description in which it occurs.

m.s.	Shall mean measured separately.
a.b.d	Shall mean as before described.

EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT

Attendance ;Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:-

Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same.

EMPLOYER

The Director General - Kenya National Highway Authority

The term "Employer" and "Government" wherever used in the contract document shall be synonymous

RESIDENT ENGINEER

The term "R.E." wherever used in these Bills of Quantities shall be deemed to imply the Resident Engineer or such person or persons as may be duly authorised to represent him on behalf of the Government.

TRANSPORT

Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.

MATERIALS AND WORKMANSHIP.

All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all 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 they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.

STORAGE OF MATERIALS

The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the Resident Engineer. Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.

SAMPLES

The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the Resident Engineer for his approval until such samples are approved by the Resident Engineer. and the Resident Engineer, may reject any materials or workmanship not in his opinion to be up to approved samples. The Resident Engineer shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the Resident Engineer. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Public Works. The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the Resident Engineer.The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.

GOVERNMENT ACTS REGARDING WORK PEOPLE ETC.

Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople. The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps , passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the information regarding all such regulations and/or restrictions which may affect the organization of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.

SECURITY OF WORKS ETC.

The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.

PUBLIC AND PRIVATE ROADS.

Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the Resident Engineer

EXISTING PROPERTY.

The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the Resident Engineer

VISIT SITE AND EXAMINE DRAWINGS.

The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.

ACCESS TO SITE AND TEMPORARY ROADS.

Means of access to the Site shall be agreed with the Resident Engineer prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the Resident Engineer

AREA TO BE OCCUPIED BY THE CONTRACTOR

The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the Resident Engineer

PROVISIONAL SUMS.

The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (i) of the Standard Method of Measurement. Such sums are net and no addition shall be made to them for profit.

PRIME COST (OR P.C.) SUMS.

The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement. Persons or firms nominated by the Resident Engineer to execute work or to provide and fix materials or goods are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.

PROGRAM OF WORKS.

The Contractor shall provide within 28 days of Order to Commence and in agreement with the Resident Engineer a Program of Works for the whole of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the Resident Engineer and a further copy to be retained on Site. Progress to be recorded and program amended as necessary as the work proceeds.

ADJUSTMENT OF P.C. SUMS.

In the final account all P.C. Sums shall be deducted and the amount properly expended upon the Resident Engineer's order in respect of each of them added to the Contract sum. The Contractor shall produce to the Resident Engineer such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them. Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.

ADJUSTMENT OF PROVISIONAL SUMS.

In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the Resident Engineer's order added to the Contract Sum. Such work shall be valued , but should any part of the work be executed by a Nominated SubContractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.

NOMINATED SUB-CONTRACTORS

When any work is ordered by the Resident Engineer to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".

DIRECT CONTRACTS

Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.

PROVISIONAL WORK

All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Resident Engineer Immediately the work is ready for measuring, the Contractor shall give notice to the Resident Engineer. If the Contractor makes default in these respects he shall if the Resident Engineer so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.

BILLS PRICING, ETC.

The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.

BLASTING OPERATIONS

Blasting will only be allowed with the express permission of the Resident Engineer in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.

MATERIALS ARISING FROM EXCAVATIONS

Materials of any kind obtained from the excavations shall be the property of the Government. Unless the Resident Engineer directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the Resident Engineer Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.

PROTECTION OF THE WORKS.

Provide protection of the whole of the works contained in the Bills of Quantities, including casing , casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the Resident Engineer and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.

REMOVAL OF RUBBISH ETC.

Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.

GENERAL SPECIFICATION.

For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Public Works General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.

MATERIALS ON SITE

All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the Resident Engineer. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.

CONTRACTOR'S SUPERINTENDENCE/SITE AGENT

The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Resident

Engineer and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.

Package: MAINTENANCE AND REHABILITATION WORKS FOR BARABARA PLAZA

Bill of Quantities		Page: 1
	Summary	**Project:**
Item No.	**Description**	**Amount (KShs)**
A	ELEMENT 1: GENERAL: OFFICE ADMINISTRATION AND OVERHEADS/PRELIMINARIES	
B	ELEMENT 2: PARTICULAR PRELIMINARIES	
C	ELEMENT NO.3 : BUILDING REPAIR AND MAINTENANCE	
D	ELEMENT NO.4 : PROVISIONAL SUMS	
E	ELEMENT NO.5 : ROAD MAINTENANCE WORKS	
	SUB-TOTAL 1	
	Allow for 2% Contingency Sum	
	SUB-TOTAL 2	
	Add 0.03%Procurement Levy	
	Add 16%VAT	
	Total Carried to page on the form of Tender	

CONTRACT NAME : MAINTENANCE AND REHABILITATION WORKS FOR BARABARA PLAZA

SUMMARY OF BILL OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QUANTITY	RATES	AMOUNT
ELEMENT 1: GENERAL: OFFICE ADMINISTRATION AND OVERHEADS/PRELIMINARIES					
01-80-016	Provide, erect and maintain publicity signs as directed by the Engineer.	NO.	1.00		
01-80-010A	Payment material testing as detailed in the schedule attached in Appendix C as instructed directed by the Engineer.	Sum	297,500.00	1.00	297,500.00
01-80-011A	Extra over of 01-80-010A for contractor's overheads and profits	%	297,500.00		
01-80-017	Provide fuel and maintain with driver,4WD station wagon not less than 3000cc (adometer:0 - 10000) for exclusive use by the Engineer inclusive of the first 4,000km per vehicle month in accordance with clause 138 of special specification.	V/Months	12.00		
01-80-018	Extra over 01-80-017 for mileage over 4,000km	KM	2,000.00		
01-80-012	Payment for removal and reinstatement of services.	PC Sum	500,000.00	1.00	500,000.00
01-80-013	Extra over of 01-80-012 for contractor's overheads and profits	%	500,000.00		
01-80-026A	Payment of Engineers Miscellaneous Sum as per Appendix B as instructed by the Engineer	Sum		1.00	
01-80-030A	Payment of Engineers Supervisory Staff including overtime in accordance with clause 137 of Special Specifications and as per Renumeration Rates in Appendix A as instructed by the Engineer	Sum	9,156,564.00	1.00	9,156,564.00
01-80-030B	Extra over of 01-80-030A for contractor's overheads and profits	%	9,156,564.00		
Total for General Preliminaries carried to grand summary					
ELEMENT 2: PARTICULAR PRELIMINARIES					
A.	PLANT, TOOLS AND VEHICLES & HOARDING				
	Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work. The Contractor shall secure any active work area with strong nets to ensure no dangerous objects falls to the ground thus avoiding any injuries to people moving around the building.	Sum	1.00		

B.	WORKS TO BE DELIVERED UP CLEAN				
	Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the Resident Engineer	Sum	1.00		
Total for Particular Preliminaries 1 carried to grand summary					

ELEMENT NO.3 : BUILDING REPAIR AND MAINTENANCE

ITEM	DESCRIPTION	UNIT	QUANTITY	RATES	AMOUNT
3.1	Clear site of bushes, shrub, undergrowth and the like and grubbing up their roots and dispose off as directed.	SM	700.00		
3.2	Apply "Premise 200CC" insecticide or any other similar and approved anti termite chemical treatment on surfaces with a 10 year guarantee	SM	250.00		
3.3	Excavate in soft material for minor drainage structures	M^3	750.00		
3.4	Provide , lay and join 600mm inner dia concrete pipes	MT	50.00		
3.5	Provide , lay and join 900mm inner dia concrete pipes	MT	25.00		
3.6	Provide , lay and join 1200mm inner dia concrete pipes	MT	20.00		
3.7	Provide, place and compact class 15/20 concrete	M^3	100.00		
3.8	Provide, place and compact class 20/25 concrete	M^3	50.00		
3.9	Provide and place A142 fabric mesh reinforcement	M^2	500.00		
3.10	**Aluminium partitions**				
	Supply, assemble and fix purpose made anodised aluminium channel frames, mullions and middle rails; snap on glazing beads; plugging or fixing to concrete, blockwork or stonework; with and including first quality and matching ironmongery; sealing with flexible rubber strips and adjusting on completion;as;				
3.10.1	100 x 50 x 2.5mm Thick frames horizontally	LM	350.00		
3.10.2	Ditto; vertically	LM	180.00		
3.10.3	25 x 25 x 2.5mm Thick beading	LM	1,500.00		

3.11	**Glazing (Provisional)**				
3.11.1	10mm Thick toughened and laminated glass sheet; 200mm overlap; on aluminium framework (m/s), 3000mm high	SM	250.00		
3.11.2	6mm Thick ditto	SM	70.00		
3.12	**Aluminium doors**				
3.12.1	Single door; 900 x 2400 mm high overall comprising: anodized aluminium frame and casements;snap on glazing beads lined with approved weather stripping : compositely infilled with aluminium rolled plate and 10mm thick laminated and toughened non-reflective glass panel to be fixed to position.	NO	20.00		
3.13	**WC Suite**				
3.13.1	Vitreous China' Wall hung, back inlet water closet pan in white, Horizontal outlet with heavy-duty seat and cover complete with metal hinges or an approved equivalent.	No.	3		
3.13.2	WC "S" or "P" connector to drain pipe for horizontal outlet WC Pan	No.	3		
3.13.3	Concealed cistern for wall hung WC, front actuated with dual-flush actuator in chromium plated finish, including flush pipe and pan connector, water supply connection with angle stop valve, protection cover for service opening and protection cover for flush pipe, fixed with included fastening materials in "PreWall" brick. All with Geberit conditional guarantee.	No.	3		
3.13.4	Toilet Seat sanitizer as approved. The unit to be fitted close to a toilet tissue dispenser and to be of size 145x90x215mm.	No.	3		
3.13.5	Urinal bowl in white vitreous china complete with Stern Venus Comfort Electronic/Manual Flush Valve to be complete with connector pipe and spray rose and to have wall hangers or an approved equivalent and chrome plated bottle trap (P trap) with 75 mm seal .	No.	1		
3.13.6	Wiring from a point approximately one metre away provided by others and settring up to work for the flush valve above to full satisfaction of the Engineers	No.	3		
3.13.7	White urinal wall mounted division complete with wall hangers to be mounted for 1 No. Urinal bowls.	No.	1		
3.14	**Wash Hand Basin**				
3.14.1	Wash hand basin and Pedestal in vitreous china with 1 No. center tap-hole or equal and approved size 650 x 500mm complete with the following:-				
	- Hansgrohe Chrome plated waste fitting .				
	- Wall hangers				
	- Chrome plated bottle trap				
	- Pedestal complete with screws for fixing on the floor.				

	- Pedestal complete with screws for fixing on the floor.	No.	3		
	- Hansgrohe Chrome plated bottle trap				
3.15	**Whb tap**				
3.15.1	Stern Smart E Electronic Sensor Basin Tap or an approved equivalent	No.	3		
3.15.2	Wiring from a point approximately one metre away provided by others and settring up to work for the taps above to full satisfaction of the Engineers	No.	3		
3.15.3	Chrome plated open paper holder or an approved equivalent	No.	3		
3.15.4	Plain size bevelled 6mm thick glass plate mirror size 750 x 600mm complete with dome headed chrome plated fixing Screws.	No.	3		
3.15.5	Sensor Activated Electronic Soap Dispenser Touch-free operation as approved. The dispenser is to be complete with wall mounting brackets, key and initial discharge.	No.	3		
3.15.6	Fast hot air hand & face drier with automatic operation by touch-free infra-red control with sensor range of 150mm vertically under air inlet as mediclinics.	No.	3		
3.15.7	Barrel Centre pull hand drying Tissue Dispenser as approved.	No.	3		
3.15.8	For WC suite Wall hung WC Pan in white Consisting of Wall hung Barrier Free WC Pan, H/Duty soft close WC Seat & Cover with S/Steel Hinges, Geberit Kombifix concealed cistern for wall hung WC (article no. 110.350.00.1), height 1140mm, actuated with hytouch pneumatic cover plate. Complete with wash hand basin and a mirror with hansgrohe single lever basin mixer or an approved equivalent and Stainless steel Hinge Down Grab Rail with Toilet Roll Holder and Straight Grab Rail	No.	1		
3.15.9	Air hygiene unit as modular air freshener or approved equivalent. The unit to be complete with long life batteries, 11 fan settings for optimum odour control, 4 fragrance choices and lockable unit to prevent vandalisn and theft.	No.	3		
3.16	**Painting and Decoration**				
3.16.1	Prepare and apply 3 coats of premium quality emulsion based anti-dust paint on external concrete surfaces:	SM	12,000.00		
3.16.2	Prepare and apply 3 coats first-grade plastic vinyl matt emulsion paint (white) on internal walls and concrete surfaces	SM	22,000.00		
3.17	**External Works**				
3.17.1	Design, supply, installation & commissioning of 20m high mast complete with foundation and winch system and 6No intelligent 150-200w luminaires with earthing and bonding of mast structure and lightning protection system (air terminal, copper tape, earth electrode)	No	4.00		

3.17.2	Supply & installation of 6No. 150–200W solar LED luminaires complete with panels, batteries and controller	No	24.00		
3.17.3	20 mm Thick natural 'mazeras' stone or equal and approved cladding bedded on and zero-jointed in cement and sand render (mix 1:3) backing (measured separately)	M²	800.00		
Total carried forward to Summary page					

ELEMENT NO.4: PROVISIONAL SUM

ITEM	DESCRIPTION	UNIT	QUANTITY	RATES	AMOUNT
4.1	Reconstruction of 1.5m x 1.5m x 2m inspection chamber to include the following: 1. Casting of 200mm thick top and bottom slab with associated reinforcement using Class 25/20 concrete 2. Walling of the 2m substructure using masonry bush stone and associated plaster works	SUM	1.00		
4.2	Supply and Installation of ABB Motorized 1600A Circuit with the following specifications 1.Motor Operator Unit (MOE / MO series): Enables remote ON/OFF operation with control signals typically in the range of 110V or 220-250V AC/DC 2. Trip units:Can be thermal-magnetic for basic overcurrent/short-circuit protection or electronic microprocessor-based units for advanced protection including time delay, instantaneous trip, and earth fault detection 3. Poles: 3P or 4P configurations for three-phase systems. 4. Operation modes: Motorized/remote operation. Features ABB SACE Tmax MCCBs: Modular range with 1600A ratings, designed for motor protection, power distribution, and available with electronic trip units, fixed or withdrawable mounting.	SUM	1.00		
4.3	Supply and Installation of Pedrollo DC44 Double Submersible Pump for Drainage Water with the following specifications Model DC44, Power Three-phase, 3kW, 4HP with a flow rate Q [M3/Hr] @10m-35, Liquid type-Drainage Water, no float switch, cast iron body pump, steel AISI 304 micro-cast Impeller and 10m cable	SUM	1.00		
4.4	Provide a Provisional Sum for auditorium repair and maintenance including replacement and installation of executive seats	SUM	1.00		
4.5	Provide a Provisional Sum for associated electrical and plumbing works and repairs	SUM	1.00		

4.6	Provide a Provisional Sum Dayworks	SUM	1.00		
Total carried forward to Summary page					

ELEMENT NO.5 : ROAD MAINTENANCE WORKS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATES	AMOUNT
5.1	**Prepare and prime Cabro type block surfaces and apply three coats of approved road marking paint: to:**				
5.1.1	Roads : 100 mm wide : intermittent yellow	M^2	177.30		
5.1.2	Parkings: ditto : continous white	M^2	291.00		
5.1.3	Road kerbs - fast-drying, chlorinated rubber or modified alkyd-resin road-line paints - black & white	M^2	1,000.00		
5.2	Paving block-60mm thick heavy duty	M^2	100.00		
5.3	Provide and Place 50mm thk. Sand for precast concrete paving block	M^2	100.00		
5.4	Provide and install Warning Signs/priority,Prohibitory and mandatory signs/Standard Informatory signs area	No.	10.00		
5.5	Provide and replace precast 400mm x 400mm x 50mm drainage covers	No.	100.00		
5.6	Supply, fabricate and install heavy-duty galvanized angle plates steel gratings welded into 32mm ribbed reinforcement bars complete with all necessary accessories, including cutting, fitting, anchoring and placing in position along drainage channels to the Engineer's approval.	M^2	100.00		
Total carried forward to Summary page					

DAYWORKS (PROVISIONAL)

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Notes:				
	The following will only apply to dayworks authorised by the Resident Engineer in accordance to the Contract.				
	Builders Works				
	Labour				
	The rates inserted herein are to include for all costs of labour such as insurance, accomodation,travelling time, overtime, use and maintenance of small tools of the trade,supervision, overheads,and profits. Only the actual time engaged upon the work will be paid for.				
1.01	Unskilled labour	HRS	1		
1.02	Stone Mason - Grade 1	HRS	1		
1.03	Carpenter - Grade 1	HRS	1		
1.04	Joiner - Grade 1	HRS	1		
1.05	Concreter	HRS	1		
1.06	Pipe Layer	HRS	1		
1.07	Painter	HRS	1		
1.08	Tile roofers	HRS	1		
1.09	Watchman	HRS	1		
1.10	Foreman	HRS	1		
	Electrical Installations and Associated Services				
	Labour				
	The rates inserted herein are to include for all costs of labour such as insurance, accomodation,travelling time, overtime, use and maintenance of small tools of the				

	trade,supervision, overheads,and profits. Only the actual time engaged upon the work will be paid for.				
1.11	Unskilled Labourer	HRS	1		
1.12	Semi skilled Labourer	HRS	1		
1.13	Skilled Labourer	HRS	1		
1.14	Foreman	HRS	1		
1.15	Supervisor	HRS	1		
	Builders Works				
	Materials				
	All materials are to comply with the specifications. The rates inserted herein are to include for delivery to the site, storage, handling, overheads and profit.				
1.22	Coarse aggregate	CM	1		
1.23	Fine aggregate	CM	1		
1.24	Clean river sand	TON	1		
1.25	Ordinary portland cement	TON	1		
1.26	200 mm Thick solid concrete blocks	NO	1		
1.27	225 x 225 mm building stone	LM	1		
1.28	Mild reinforcement (any diametre)	TON	1		
1.29	High yield steel reinforcement (any diametre)	TON	1		
1.30	Sawn cypress 100 x 50 mm	LM	1		
1.31	150 x 50 mm Wrot camphor	LM	1		
1.32	100 x 25 mm Wrot mahogany	LM	1		
1.33	Cutback bitumen MC 30	LTR	1		
	Plant				
	The rates inserted herein are to include all operations and maintenance costs, fuel, oil, grease,drivers and turnboys				

	wages, supervision, overheads and profits. Only time actually employed upon the work will be paid for and the rates should include for idle time, travelling and overtime. All types of plant must be priced.				
1.34	D6 tractor or equivalent with PCU with doser attachment	HRS	1		
1.35	Motor grader CAT 14 or equivalent (complete with scarifier)	HRS	1		
1.36	Drawn vibrating roller	HRS	1		
1.37	10 Ton pneumatic self propelling roller	HRS	1		
1.38	10 - 12 smooth wheel roller	HRS	1		
1.39	Small hand propelled vibrating roller	HRS	1		
1.40	7 Ton tipper lorry	HRS	1		
1.41	1 Ton capacity pick up	HRS	1		
1.42	Concrete mixer 14/10	HRS	1		
1.43	Concrete vibrator: poker type	HRS	1		
1.44	Excavator, mechanical: 1 cubic metre bucket or equivalent	HRS	1		
1.45	Self propelled water tanker 9000 litres minimum capacity with pick up pump	HRS	1		
	EARTHWORKS				
1.48	Site clearance	SM	1		
1.49	Excavate oversite (150mm Deep)	SM	1		
1.50	Bulk excavations: not eceeding 1.5 metres	CM	1		
1.51	Ditto: 1.5-3.0 metres	CM	1		
1.52	Ditto: 3.0 -4.5 metres	CM	1		
1.53	Trenches/ hole/ reduce levels excavation	CM	1		
1.54	Extra over for hard rock (class 1)	CM	1		
1.55	Extra over for hard rock (class II)	CM	1		

1.56	Extra over for soft rock	SM	1		
1.57	Load and cart away from site to local				
	authority dumping	SM	1		
	FILLINGS				
1.58	Return, fill and ram around foundations	CM	1		
1.59	50mm sand filling (blinding)	CM	1		
1.60	Hardcore filling under floor slabs	CM	1		
1.61	Chemical anti-termite treatment with 10 years guarantee	CM	1		
	CONCRETE WORKS				
	Mass concrete (Foundations & External Works)				
1.62	Concrete 1:4:8	CM	1		
1.63	Concrete 1:3:6	CM	1		
	Reinforced concrete (Substructures and superstructures)				
1.64	Concrete 1:2:4 (class 20/20)	CM	1		
1.65	Concrete 1:11/2:3 (class 25/20)	CM	1		
1.66	Concrete 1:1:2 (class 30/20)	CM	1		

APPENDIX A

KeNHA PROJECT STAFF RENUMERATION SCALE					
1. TECHNICAL STAFF					
Civil Engineering Degree Holders					
S/n	Staff Designation	Minimum Qualifications	Proposed Gross Monthly Renumeration (Man Months) (KShs)	No of Months	Total Amount
1	Senior Engineer	i. Holds a Degree in Civil Engineering or its equivalent.	206,400.00	12	2,476,800
		ii. Registered **Professional** Civil Engineer with EBK and a **corporate** member of IEK.			
		iii. Has Worked with KeNHA for over 3 years.			
2	Engineer	i. Holds a Degree in Civil Engineering or its equivalent from an institution recognized by EBK.	117,500.00	12	1,410,000
		ii. Registered **Graduate** Civil Engineer with EBK.			
		iii. Has over **3 years Post-Registration** Experience in Roads.			
		iv. Has Worked with KeNHA for over 3 years.			
Civil Engineering Diploma Holders					
S/n	Staff Designation	Minimum Qualifications	Proposed Gross Renumeration		
1	Superintendent	i. Holds a Diploma in Civil Engineering - Highways Category.	93,000.00	12	1,116,000
		ii. Has over **6 Years Post graduation** Practical Experience in Roads.			
		iii. Has worked with KeNHA for over 4 years.			
2	Inspector	i. Holds a Diploma in Civil Engineering - Highways Category.	71,500.00	12	858,000

		ii. Has over **3 Years Post graduation** Practical Experience in Roads.			
		iii. Has worked with KeNHA for over 2 years.			
Surveyors					
S/n	Staff Designation	Minimum Qualifications	Proposed Gross Renumeration		
1	Surveyor	i. Holds a Degree in Survey or its equivalent	117,500.00	9	1,057,500
		ii. Registered as a Graduate Member with the Institute of Survey of Kenya			
		iii. Has over 3 Years of Practical Experience in Roads.			
Chemist					
S/n	Staff Designation	Minimum Qualifications	Proposed Gross Renumeration		
1	Chemist	i. Holds a Degree in Analytical Chemistry or equivalent	93,500.00	12	1,122,000
2. NON-TECHNICAL STAFF					
		Administration			
		Office Assistant			
1	Office Assistant/Clerks	Has O-Level Certificate or its equivalent.	36,500.00	12	438,000
		Trained on data keeping and/or computer applications.			
SUB TOTAL B					**8,478,300**
Provision of a lumpsum to be expended in overtime and allowances in accordance to Labour Laws and Human Resource procedures & guidelines					**678,264**
GRAND TOTAL CARRIED FORWARD TO BILL 01-80-030A					**9,156,564**

APPENDIX B					
KeNHA RE's OFFICE MISCELLANEOUS EXPENSES					-
1. Stationaries & Consumables (12 months)					-
NO.	**DESCRIPTION**	**UNIT**	**Quantity**	**Rates**	
1	A3 Photocopy Papers (White)	Reams	10		
2	A4 Photocopy Papers (White)	Reams	60		
3	A4 Photocopy Papers (Coloured)	Reams	20		
4	Paper Conqueror Laid A4 (Blue, Cream)	Reams	4		
5	In/Out-tray	No.	4		
6	Reflector Jackets	No	67		
7	Scientific Calculator	No	4		
8	Cordless Mouse	No	2		
9	Mouse Pads	No	3		
10	Mouse batteries	Pairs	7		
11	Quality Envelopes (A4)	9gsm	17		
12	Quality Envelopes (A3)	90gsm	10		
13	Stapler Removers	No.	7		
14	Binder clips (medium, Large)	Pkt	34		
15	Binding Spirals (10mm)	pcs	34		
16	Binding spirals (16mm)	pcs	34		
17	Binding Spirals (22mm)	pcs	34		
18	Binding Spirals (25mm)	pcs	34		
19	Binding Spirals (28mm)	pcs	17		
20	Rubber bands	Pkts	1		
21	Highlighters	Pkt	20		
22	Marker Pens	No.	20		

23	Executive Gel Pen (Parker Roller ball)	No.	10		
24	Ball Pens (Fine point) Assorted colours	pks	7		
25	Pen holder	No.	7		
26	Paper clip holder	No.	4		
27	Stick Notes(3*3)	No	67		
28	Urgent stickers	Rolls	4		
29	Short Hand Note Books	dozen	34		
30	Biro Pens Sharp Pointed-Black	Pkt	4		
31	Biro Pens Sharp Pointed Blue	No.	4		
32	Biro Pens Sharp Pointed Red	No.	4		
33	Box File Medium (PVC)	No.	67		
34	Counter Books A4 (2 Quire)	No.	17		
35	Envelopes Brown Size 4.3 X 8.7 Inch	No.	67		
36	Envelopes Brown - A3	No.	117		
37	Envelopes Brown-A4	No.	167		
38	Envelopes Brown-A5	No.	134		
39	Highlighting Pens	dozen	4		
40	Paper Punch Medium	No.	2		
41	Paper Punch Giant	No.	1		
42	Measuring Tapes 30fts	No	4		
43	Pelikan ink 273	No.	17		
44	Staple Pins 24/6	Pkts	167		
45	Staple Pins Giant	Pkts	17		
46	Stapler	No	4		
47	Paper Clips 33mm	Pkts	50		
48	White Out	No.	20		

49	Cello tape 1 inch	No.	20		
50	Embossed Covers (Blue & Green)	Reams	34		
51	Binder Clips (32mm)	Pkts	67		
52	Clear Pocket Folder	pcs	100		
53	Glue Stick Pritt	No.	120		
54	Masking tape	No	4		
55	Pencils	Box (12 pcs)	2		
56	Delivery Book	No.	4		
57	Stick notes (Sign here)	Psc	4		
58	Extension Cables with Power Surge	No	4		
59	Gloves Plastic	Pairs	4		
60	Dust Bins	No	4		
61	Hand Sanitizers (500) ml	No.	20		
62	Face Masks 3 ply	Pkts	40		
63	Hand washing gels (Dettol).250 ml	No.	20		
64	Refillable Drinking water (20LTS) Bottle	No.	150		
65	Drinking water (Small bottles)	Box (12 pcs)	260		
66	Shredder	No.	2		
67	First aid kit	No.	2		
68	Lunches	SUM	20	20,000.00	400,000.00
69	Extra Over for lunches	%	400,000.00		
GRAND TOTAL CARRIED FORWARD TO BILL ITEM 01-80-026A					

APPENDIX C

LAB TESTS CHARGE SHEET AS PER MTRD				
-	-	-	-	-
CONCRETE CUBES				
S/No.	Description	Cost (Kshs)	No of Test	Total Cost (Kshs)
1	Cube Crushing per Cube	400	15	6,000.00
2	Making and Crushing of cubes (set of 3)	1500	15	22,500.00
3	Core Crushing Strength and capping	600	15	9,000.00
OTHERS				
1	Tests on Paint	6000	10	60,000.00
2	Thermoplastic Paint Testing with beads	10000	20	200,000.00
GRAND TOTAL CARRIED FORWARD TO BILL ITEM 01-80-010A				**297,500.00**

SECTION VII - SPECIFICATIONS

Notes for preparing Specifications

1. Specifications must be drafted to present a clear and precise statement of the required standards of materials, and workmanship for tenderers to respond realistically and competitively to the requirements of the Procuring Entity and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other supplies to be permanently incorporated in the Works be new, unused, of the most recent or current models, and incorporating all recent improvements in design and materials unless provided otherwise in the Contract. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated.

2. Specifications from previous similar projects are useful and may not be necessary to re-write specifications for every Works Contract.

3. There are considerable advantages in standardizing **General Specifications** for repetitive Works in recognized public sectors, such as high ways, urban housing, irrigation and water supply. The General Specifications should cover all classes of workmanship, materials and equipment commonly involved in constructions, although not necessarily to be used in a particular works contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

4. Care must be taken in drafting Specifications to ensure they are not restrictive. In the Specifications of standards for materials, plant and workmanship, existing Kenya Standards should be used as much as possible, otherwise recognized international standards may also be used.

5. The Procuring Entity should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possible to the technical solutions indicated in tender documents for certain elements of the Works, taking into consideration the comparative specialized advantage of potential tenderers.

6. The Procuring Entity should provide a description of the selected parts of the Works with appropriate reference to Drawings, Specifications, Bills of Quantities, and Design or Performance criteria, stating that the alternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and Specifications.

7. Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details. Technical alternatives permitted in this manner shall be considered by the Procuring Entity, each on its own merits and independently of whether the tenderer has priced the item as described in the Procuring Entity's design included with the tender documents.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION IX CONDITIONS OF CONTRACT, PART I -GENERAL CONDITIONS

Red Book:

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The Conditions of Contract are the "General Conditions" which form part of the "Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer ("Red book") First Edition 1999" published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following "Particular Conditions" which comprise of the amendments and additions to such General Conditions.

An original copy of the above FIDIC publication i.e. "*Conditions of Contract for Building and Engineering Works Designed by the Employer*" must be obtained from FIDIC.

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SECTION X - CONDITIONS OF CONTRACT PART II -CONDITIONS OF PARTICULAR APPLICATION

SECTION X: CONDITIONS OF CONTRACT PART II: (CONDITIONS OF PARTICULAR APPLICATION)

The following Special Provisions shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The Particular Condition is preceded by the corresponding clause number of the General Condition of Contract to which it relates.

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SUB-CLAUSE 1.1: DEFINITIONS

1.1 Definitions

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

"Accepted Contract Amount" means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

works.

"Defects Notification Period" means the period for notifying defects in the Works or a Section(as the case maybe) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over the days stated in the Special Conditions of Contract.

"Drawings" means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract.

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

"Final Statement" means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate].

"Force Majeure" is defined in Clause 19 [Force Majeure].

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

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

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

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

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

"Local Currency" means the currency of Kenya.

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

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

"Special Conditions of Contract" means the pages completed by the Procuring Entity entitled Special Conditions of Contract which constitute Part A of the Special Conditions.

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

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

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

"Performance Security" means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security]. **"Permanent Works"** means the permanent works to be executed by the Contractor under the Contract.

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

"Procuring Entity's Equipment" means the apparatus, machinery and vehicles (if any) made available by the Procuring Entity for the use of the Contract or in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Procuring Entity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Temporary works" means works designed, constructed, installed, and removed by the Contractor which are

needed for construction or installation of the Works.

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

"Tests after Completion" means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Procuring Entity.

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

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

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

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

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

1.2 Interpretation

In the Contract, except where the context requires otherwise:

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

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

1.3 Communications

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

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

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

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

Amend these sub-clause as follows:

1.1.1.3 Amend the paragraph by adding the following: Letter of Acceptance is synonymous with Notification of Award.

1.1.1.4: Amend the paragraph by adding the following words at the end: The words Letter of Tender is synonymous with Form of Tender.

1.1.1.7: Insert in line 4 after the prices", the following, "entered by the Contractor (whether or not such rate be employed in computation of the Accepted Contract Amount),"

1.1.1.8: Amend the paragraph by adding the following words at the end:

The word "Tender" is synonymous with "bid"

1.1.1.9 Amend the paragraph by adding the following words at the end: The words Appendix to Tender or Appendix to Form of Tender is synonymous with Contract Data.

1.1.2.5 Amend the paragraph by adding the following words at the end: The words Contractor's representative is synonymous with Site Agent.

SUB-CLAUSE 1.4: LANGUAGE AND LAW

Insert:

The Contract shall be drawn up in the ENGLISH LANGUAGE. Communication between both Parties shall be in this given language.

The Laws applicable to this Contract shall be the Laws of The Republic of Kenya.

SUB-CLAUSE 1.5: PRIORITY OF DOCUMENTS

Delete the documents listed (a) – (h) and substitute with the following:

a) The Contract Agreement (if completed)
b) The Letter of Acceptance
c) The Form of Tender
d) Appendix to Form of Tender
e) The Particular Conditions
f) These General Conditions
g) The Special Specifications
h) The Standard Specification for Road and Bridge Construction, 1986
i) The PBC Guidelines Edition 1.1 of February 2016
j) The Drawings;
k) The priced Bills of Quantities
l) Other documents forming part of the Contract

SUB-CLAUSE 1.6: CONTRACT AGREEMENT

Replace the first sentence of the first paragraph with:

The parties shall sign a Contract Agreement within the period stipulated in the Appendix to Tender.

SUB-CLAUSE 3.1: ENGINEER'S DUTIES AND AUTHORITY

With reference to Sub-Clause 3.1, the following shall also apply:

The Engineer shall obtain the specific approval of the Employer before taking any of the following actions:

d) Consenting to the subcontracting of any part of the works under Clause 4.4
e) Determining an extension of time under Sub-clause 8.4
f) Certifying additional cost determined under Clause 12
g) Issuing a Variation under Clause 13

SUB-CLAUSE 4.2: PERFORMANCE SECURITY

Replace the text of the first and second Paragraph under Sub-clause 4.2 with the following:

"The Contractor shall provide the Performance Security to the Employer within 21 days after receipt of the Letter of Acceptance. The Performance Security shall be in the form of a bank guarantee as stipulated by the Employer in the Appendix to Tender. The Performance Security shall be issued by a bank incorporated in Kenya. The Contractor shall notify the Engineer when providing the Performance Security to the Employer.

Replace the text of the first sentence under the third paragraph under Sub-clause 4.2 with the following:

The Contractor shall ensure that the Performance Security is valid and enforceable until a date 28 days after the date of issue of the Performance Certificate.

Add the following after the fifth paragraph:

The Employer shall be at liberty to claim part or the entire performance Security without informing or notifying the Contractor provided that the conditions necessitating the claim are contractual.

SUB-CLAUSE 4.3: CONTRACTOR'S REPRESENTATIVE

Add the following at the end of the second paragraph:

The Contractor shall also submit a specimen signature of his proposed Site Agent /Road Manager who **SHALL** be the only signatory to payment of certificates/Monthly statements from the Contractor.

The Contractor's Agent or Representative on the site shall have a minimum qualification of a Registered Graduate Engineer (Civil), BSc in Civil/Structural Engineering, have a Current / Valid certificate of good standing by EBK or other recognised institution and shall be able to read and write English fluently and have at least 5 years relevant experience.

SUB-CLAUSE 4.4: SUBCONTRACTORS

Add after paragraph one the following:

The maximum allowable accumulated value of work subcontracted shall be as stated in the appendix to form of tender.

SUB-CLAUSE 4.8: SAFETY PROCEDURES

Add:

Notwithstanding the Contractor's obligation under Sub-Clause-paragraph (a) – (g) of Sub-Clause 4.8 of the Conditions of Contract, the Contractor shall observe the following measures with a view to enhance Road Safety to the Road Users and Site Workers:

1. Prepare and submit a comprehensive Road Safety Implementation Plan within 28 days after receipt of Order to Commence for the Engineer's Approval. The plan shall include but not limited to the following:
    - Night driving
    - Safety of workers
    - Diversions
    - Traffic management Plan
    - Towing of stalled vehicle
2. The Contractor should identify, evaluate and monitor potential traffic and road safety risks to workers and road users throughout the Contract life cycle and develop measures and plans to address them.
3. The Contractor shall install and maintain standard approved traffic warning signs, directional signs, secure the working areas and deploy flagmen at active construction sites.
4. The Contractor shall assess each phase of the works, monitor incidents and accidents indicating the mitigation measures undertaken and prepare monthly reports to be submitted to the Resident Engineer.
5. The Contractor shall factor the cost of implementation of the Road Safety Plan in the rates for the Works.

Failure by the Contractor to observe the above safety features shall be deemed to be a violation of the Contractor's Obligations and shall be grounds for Suspension and/or Termination.

SUB-CLAUSE 4.18: PROTECTION OF THE ENVIRONMENT

Add:

Notwithstanding the Contractor's obligation under Sub-Clause-paragraph (a), (b) and (c) of Sub-Clause 1 of 4.18 of the Conditions of Contract, the Contractor shall observe the following measures with a view to reducing or elimination adverse environmental effects by the site works:

1. All quarries and borrow pits shall be filled and landscaped to their original state after extraction of construction material
2. Soil erosion due to surface runoff or water from culverts or other drainage structures should be avoided by putting in place proper erosion control measures that shall include, but are not limited to grassing and planting if trees
3. Long traffic diversion roads shall be avoided so as to minimize the effect of dust on the surrounding environment. In any case all diversions shall be kept damp and dust free
4. Spillage of oils, fuels and lubricants shall be avoided and if spilt, shall be collected and disposed of in such a way as not to adversely affect the environment
5. Rock blasting near settlement areas shall be properly coordinated with the relevant officers of the Government so as to minimize noise pollution and community interference.

SUB-CLAUSE 6.1: ENGAGEMENT OF STAFF AND LABOUR

Add the following at the end of clause 6.1:

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience who are Kenya citizens.

Any additional unskilled labour which is required by the Contractor for the works, and which is not in his employment schedule at the time of the acceptance of the Tender shall be recruited by the Contractor from the Labour Exchange or Exchange or Exchanges nearest to the site or sites of the work.

SUB-CLAUSE 6.5: WORKING HOURS

Add at the end of Sub-Clause 6.5 the following:

If the Contractor requests permission to work by night as well as by day, then if the Engineer shall grant such permission the Contractor shall not be entitled to any additional payments for so doing. All such work at night shall be carried out without unreasonable noise or other disturbance and the Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out night work and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in regard or in relation to such liability.

In addition, the Contractor will be required to provide, for any work carried out at night or recognized days of rest, adequate lighting and other facilities so that the work is carried out safely and properly.

In the event of the Engineer granting permission to the Contractor to work double or rotary shifts or on Sundays, the Contractor shall be required to meet any additional costs to the Employer in the administration and supervision of the Contract arising from the granting of this permission."

SUB-CLAUSE 6.7: HEALTH AND SAFETY

Add under the first paragraph:

The Contractor shall compensate for loss of damage suffered in consequence of any accident or injury or disease resulting from his work to any workman or other person in the employment of the Contractor or any Subcontractor is in accordance with the Workmen's Compensation Act of the Laws of Kenya

The Contractor shall ensure adequate safety program with respect to all work under the contract is complied with, whether performed by the Contractor or subcontractor is formulated and enforced. additionally, all records of health, safety and welfare shall be maintained as the Engineer may from time to time prescribe. Reports of accidents shall be submitted to the Engineer.

Add after the last paragraph:

In addition, the Contractor shall notify the Engineer and any relevant Authority the occurrence of these accidents

SUB-CLAUSE 7.4 TESTING

Add at the end of Sub-Clause 7.4 the following:

The Contractor shall submit to the Engineer, Project Specific Quality Management Plan for approval 28 days after issuance of order to commence. The Plan shall include but not limited to:

1. Key staff that will be involved in the project and their role in quality management
2. Resources (Human and machinery) and Resource allocation in quality management
3. Processes and procedures to be followed in quality management
4. Controls to be put in place to ensure that the quality management plan is adhered to.
5. Reporting methodology on quality Management

6. Methodology on inspection, testing, monitoring and measuring to ensure conformity to quality requirement in accordance with the contract.
7. Description on correction action to be undertaken on non-conforming outputs and corrective action to avoid recurrence.

SUBCLAUSE 8.3: PROGRAMME

Add after first paragraph:

The program shall be in the form of a Critical Path Method Network (CPM Network) showing the order of procedure and a description of the construction methods and arrangements by which the Contractor proposes to carry out the works. It should also be supplemented by a time –bar chart of the same program. The program shall be coordinated with climatic, groundwater and other conditions to provide for completion of the works in the order and by the time specified.

The Contractor shall submit to the Engineer not later than the day or date mentioned in the Appendix to the Form of Bid, a general description of his proposed arrangements and methods for the execution of the Works, including temporary offices, buildings, access roads, construction plant and its intended production output, working shift arrangements, labour strength, skilled and unskilled, supervision arrangements, power supply arrangements, supply of materials including a materials utilization program, stone crushing, aggregate production and storage, cement handling, concrete mixing and handling, methods of excavation, dealing with water, testing methods and facilities.

During the execution of the works, the Contractor shall submit to the Engineer full and detailed particulars of any proposed amendments to the arrangements and methods submitted in accordance with the foregoing.

If details of the Contractors proposals for Temporary Works are required by the Engineer for his own information the Contractor shall submit such details within fourteen days of being requested to do so.

The Resident Engineer may at his discretion provide to the Contractor a Format of submitting the Program of Works to comply with the Cash flow projections and budgets assigned to the project

The various operations pertaining to the works shall be carried out in such a progressive sequence as will achieve a continuous and consecutive output of fully completed roadworks inclusive of all bridge works and culverts within the time limits specified in the Contract. Generally, the Contractor shall start at one end of the road and progress continuously towards the other without leaving any isolated section or sections of uncompleted road provided always that the site of the works has been acquired in its entirety and the encumbrances and services thereon removed.

Add at the end of 8.3;

The Contractor shall allow in his programme all published Kenya public holidays including but not limited to the following per calendar year during which the Contractor shall not be permitted to work.

- New Year's Day (1st January)
- Good Friday
- Easter Monday
- Idd ul fitr

- Labour Day (1st May)
- Madaraka Day (1st June)
- Mazingira Day (10th October)
- Mashujaa Day (20th October)
- Jamhuri day (12th December)
- Christmas Day (25th December)
- Boxing Day (26th December)

The Contractor shall also allow per calendar year for a further 3 unspecified public holidays which may be announced by the Government of Kenya with no prior notification upon which he shall not be permitted to work.

SUBCLAUSE 8.7: DELAY DAMAGES

Add the following paragraphs at the end of this Sub-Clause:

"There shall be no reduction in the amount of liquidated damages in the event that a part or a section of the Works within the Contract is certified as completed before the whole of the Works comprising that Contract.

The Employer shall **NOT** pay any bonus for early completion of the Works to the Contractor.

SUBCLAUSE 11.1: COMPLETION OF OUTSTANDING WORK AND REMEDYING DEFECTS

Add:

At the expiry of the Defects Notification Period, no defect arising from the permanent works existing shall be acceptable for taking over. The Employer shall verify and satisfy themselves that all the outstanding works and defects arising out of the works have been attended to sufficiently. Works shall also be inspected at the End of Defects Notification Period.

SUBCLAUSE 13.1: RIGHT TO VARY

Add the following paragraph at the end of subclause 13.1:

No such variations in any way shall contravene the requirements of Public Procurement and Disposal Act of 2015 and the amendments thereof.

SUB-CLAUSE 14.8: DELAYED PAYMENT

Replace the second paragraph with:

In the event of the failure of the Employer to make payment within the times stated, the Employer shall make payment to the Contractor of simple interest at a rate equal to two percentage points above the mean Base Lending Rate obtained from the Central Bank of Kenya. The provisions of this subclause are without prejudice to the Contractor's entitlements under subclause 16.2 or otherwise.

SUB-CLAUSE 14.15: CURRENCIES OF PAYMENT

The paragraphs are substituted with;

The Contract Price shall be designated in the Kenyan Shillings.

All work performed by the Contractor under the Contract shall be valued in Kenya Shillings using the rates and prices entered in the Bills of Quantities together with such other increases to the Contract Price including variation of price payments in accordance with Clause 13.

SUB-CLAUSE 18.1 GENERAL REQUIREMENTS FOR INSURANCES

Add the following at the end of the second paragraph:

Insurances shall not contain exclusion clauses which limit cover for activities necessary for the execution of the Contract.

All insurances shall cover the entire contract period and an additional three (3) months.

Each policy of insurance effected by the Contractor for purposes of the Contract shall include a provision to the effect that the Insurer shall have a duty to give notice in writing to the Contractor and Employer of the date when a premium becomes payable not be more than thirty (30) days before that date, and the policy shall remain in force until thirty (30) days after the giving of such notice.

SECTION XI - CONTRACT FORMS

TABLE OF FORMS

FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD

FORM No. 2 - NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE

FORM No. 3 - CONTRACT AGREEMENT

FORM No. 4 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

FORM No. 5 - ADVANCE PAYMENT SECURITY

FORM No. 6 - RETENTION MONEY SECURITY

FORM NO. I - NOTIFICATION OF INTENTION TO AWARD

[*This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.*]
[*Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form*]

FORMAT

For the attention of Tenderer's Authorized Representative

Name: …….. *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephones: *[insert Authorized Representative's telephone/fax numbers]*

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.]*

Date of Transmission:

This Notification is sent by: [*email*] on [*date*] (local time)

Procuring Entity: *[insert the name of the Procuring entity]*

Contract title: *[insert the name of the contract]*

Country: Kenya, County_____(*if the Procuring Entity is from a County*)

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:

a) Request a debriefing in relation the evaluation of your Tender, and/or
b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

1. **The successful Tenderer**

Name: [*insert name of successful Tenderer*] Address: [*insert address of the successful Tenderer*]

Contract price: [*insert contract price of the successful Tender*]

2 **Other Tenderers**: *insert 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.]*

	Name of Tenderer	Tender price	Evaluated Tender price	Comments (if any)
1				
2				
3				
4				
5				
6				
7				
Etc.				

1. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).

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 (3) Business Days of receipt of this Notification of Intention to Award. Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention: [*insert full name of person, if applicable*] **Title/position**: *[insert title/position*] **Procuring**

Entity: [*insert name of Procuring Entity*] **Email address**: [*insert email address*]

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) 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 (5) Business 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. 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.

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) Business Days from the date of publication of the Contract Award Notice.

2. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement- related Complaint as follows:

Attention: [*insert full name of person, if applicable*]

Title/position: [*insert title/position*]

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

Email address: [*insert email address*]

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.

In summary, there are four essential requirements:

a) 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.

b) The complaint can only challenge the decision to award the contract.

c) You must submit the complaint within the period stated above.

d) You must include, in your complaint, all of the information necessary to support your case.

e) The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at www.ppoa.go.ke.

3. **Standstill Period**
   a) **DEADLINE:** The Standstill Period is due to end at midnight on [*insert date*] (local time).
      i) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
      ii) The Standstill Period may be extended as stated in Section 4 above.

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

Procuring Entity: _____

Name_____

Title and Position_____

Signature_____

Date_____

FORM NO. 2 - NOTIFICATION OF AWARD

Letter of Acceptance

[letter head paper of the Procuring Entity]

[date]

FORMAT

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 **SCC**]* 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 hereby accepted by our Agency.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

We attach a copy of the Contact for your

Authorized Signature:

Name and Title of

Signatory: Name of

Agency:

Attachment: Contract Agreement

FORM NO. 3 – CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter "the Procuring Entity"), of the one part, and_____of_____(herein after "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 therein, 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 Letter of Acceptance
   b) The Letter of Tender
   c) The addenda Nos_____(if any)
   d) The Particular Conditions
   e) The General Conditions;
   f) The Specification
   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 hereby 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 hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, 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 whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year specified above.

Signed by_____

_____(for the Procuring Entity)

Signed by_____

_____(for the Contractor)

FORM NO. 4 - PERFORMANCE SECURITY
– (Unconditional Demand Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of* Procuring

Entity*]* **Date:** _____ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____

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

1. We have been informed that _____ (herein after called "the Applicant") has entered into Contract No. _____ *dated* _____ with the Beneficiary, for the execution of _____ (herein after 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 Applicant, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _( ),[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…[2], and any demand for payment under it must be received by us at this 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.

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

[2] *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an 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. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the pen ultimate paragraph: "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."*

FORM NO. 6 - ADVANCE PAYMENT SECURITY (Not Applicable)

[Demand Bank Guarantee] *[Guarantor letterhead or SWIFT*

identifier code] [Guarantor letterhead or SWIFT identifier code]
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_____(herein after called "the Applicant") has entered into Contract No._____*dated*_____with the Beneficiary, for the execution of _____ (herein after called" the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum_____( ) is to be made against an advance payment 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_____( )[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 th e 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 Applicant 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 Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the_____day of____,2__,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year],* in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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

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

1 *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.*

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. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: "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."

FORM NO. 7 - 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]* (herein after called" the Contractor") has entered into Contract No. _*[insert reference number of the contract]* dated_____with the Beneficiary, for the execution of _____*[insert name of contract and brief description of* Works*]* (herein after called" the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to 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 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 Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

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…[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 foot notes) is for use in preparing this form and shall be deleted from the final product.

FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

- *Directly or indirectly holding 25% or more of the shares.*
- *Directly or in directly holding 25% or more of the voting rights.*
- *Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

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

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

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

Details of beneficial ownership

Identity of Beneficial Owner	**Directly or indirectly holding 25% or more of the shares** **(Yes / No)**	**Directly or indirectly holding 25 % or more of the Voting Rights** **(Yes / No)**	**Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer** **(Yes / No)**
[include full name (last, middle, first), nationality, country of residence]			

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following

conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]"

Name of the Tenderer: .....[insert complete name of the Tenderer]*_____

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

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

Signature of the person named above: ..... [insert signature of person whose name and capacity are shown above]

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