REPUBLIC OF KENYA

MINISTRY OF AGRICULTURE AND LIVESTOCK DEVELOPMENT
STATE DEPARTMENT FOR AGRICULTURE

Development of Agriculture Technology Innovation Centres (DATIC)

NATIONAL COMPETITIVE BIDDING, INSTRUCTION TO TENDERERS, CONDITIONS OF CONTRACT, SPECIFICATIONS & BILLS OF QUANTITIES

TENDER NUMBER	:	**MOALD/SDA/ENG/DATIC/07/2025- 2026**
TENDER NAME	:	**DRILLING AND EQUIPPING OF EBIGOGO PRIMARY SCHOOL BOREHOLE IN BOBASI CONSTITUENCY, KISII COUNTY**
ISSUED ON	:	**2ND JUNE, 2026**
SUBMISSION DEADLINE	:	**17TH JUNE, 2026**
PROCURING ENTITY	:	**MINISTRY OF AGRICULTURE AND LIVESTOCK DEVELOPMENT** **STATE DEPARTMENT FOR AGRICULTURE** **KILIMO HOUSE, CATHEDRAL ROAD, NAIROBI** **P. O. BOX 30028 - 00100, NAIROBI** **E-mail: info@kilimo.go.ke** **Website: www.kilimo.go.ke** **Telephone: +254-20-2718870** **Hotline: 0800724891**

SPECIFIC PROCUREMENT NOTICE

REPUBLIC OF KENYA

MINISTRY OF AGRICULTURE AND LIVESTOCK DEVELOPMENT
STATE DEPARTMENT FOR AGRICULTURE

Development of Agriculture Technology Innovation Centres (DATIC)

ADVERTISEMENT

Date: **2nd JUNE, 2026**

DRILLING AND EQUIPPING OF EBIGOGO PRIMARY SCHOOL BOREHOLE IN BOBASI CONSTITUENCY, KISII COUNTY

1. The Ministry of Agriculture and Livestock Development has received funds from the Government of Kenya and intends to utilize the same towards development of infrastructure under Development of Agriculture Technology Innovation Centres (DATIC)

2. The Ministry of Agriculture and Livestock Development now invites sealed tenders from eligible tenderers for the works as shown in the table below:

Table 1: Tenders

DEVELOPMENT OF AGRICULTURE TECHNOLOGY INNOVATION CENTRES (DATIC) & DEVELOPMENT OF AGGREGATION CENTERS (DAC)			
S/No.	**Tender No.**	**Tender Description**	**BID SECURITY (Kes)**
1.	MOALD/SDA/ENG/DAC/01/2025-2026	Construction of Kiamakuu Aggregation Centre in Tigania Central Constituency, Meru County	1,190,000
2.	MOALD/SDA/ENG/DAC/02/2025-2026	Supply, delivery and installation of Mama shops for Litein – Ngoina - in	400,000

DEVELOPMENT OF AGRICULTURE TECHNOLOGY INNOVATION CENTRES (DATIC) & DEVELOPMENT OF AGGREGATION CENTERS (DAC)			
S/No.	**Tender No.**	**Tender Description**	**BID SECURITY (Kes)**
		Bureti Constituency, Kericho County	
3.	MOALD/SDA/ENG/DAC/03/2025-2026	Construction of Ndaraweta Mogindo Aggregation and Fertilizer Centre in Bomet Central Constituency, Bomet County	800,000
4.	MOALD/SDA/ENG/DAC/04/2025-2026	Construction of Taita Aggregation and fertilizer Centre in Kuresoi South Constituency, Nakuru County	895,000
5.	MOALD/SDA/ENG/DAC/05/2025-2026	Bakule Aggregation Centre and (Phase II) in Soy Constituency, Uasin Gishu County	664,140
6.	MOALD/SDA/ENG/DATIC/01/2025-2026	Agricultural farm access roads in Konoin (Kobel – Satiet – Nyangombe – Komirmir – Chepcheigo – Muramet – Kigonor – Aregeriot Roads) in Konoin Constituency, Bomet County	700,000
7.	MOALD/SDA/ENG/DATIC/02/2025-2026	Rehabilitation Kivuno Phase II Dam in Kipkelion East Constituency, Kericho County	1,500,000
8.	MOALD/SDA/ENG/DATIC/03/2025-2026	Agricultural farm access roads in Kuresoi South (Tirigoi – Kapkembu – Chemusian Factory, Lelpanga – Taach ASIS Factory – Kiplemeiywo, TETA Primary – Shamba Ndefu, Sinendet – Koisegut, and Bararget Centre – Bararget Dispensary Roads) in Kuresoi South Constituency, Nakuru County	920,875
9.	MOALD/SDA/ENG/DATIC/04/2025-2026	Agricultural farm access roads in Nyota Ward (Masaita – Mwae, Kamwaura – Lelaitich, Chepkinoiyo – Jasho Githunguri, and Lamju – Mawingu Primary – Bomas Roads) in Kuresoi North Constituency, Nakuru County	666,072
10.	MOALD/SDA/ENG/DATIC/05/2025-2026	Construction of Abaqfin Water Pan in Wajir East Constituency, Wajir County	1,482,599
11.	MOALD/SDA/ENG/DATIC/06/2025-2026	Construction of Sokororbei Farmers Bridge, in Chepalungu Constituency, Bomet County	

DEVELOPMENT OF AGRICULTURE TECHNOLOGY INNOVATION CENTRES (DATIC) & DEVELOPMENT OF AGGREGATION CENTERS (DAC)			
S/No.	**Tender No.**	**Tender Description**	**BID SECURITY (Kes)**
12.	MOALD/SDA/ENG/DATIC/07/2025-2026	Drilling and Equipping of Ebigogo Primary School Borehole in Bobasi Constituency, Kisii County	390,000
13.	MOALD/SDA/ENG/DATIC/08/2025-2026	Drilling and Equipping of Ngendalel Borehole in Soin/Sigowet Constituency, Kericho County	444,271
14.	MOALD/SDA/ENG/DATIC/09/2025-2026	Drilling and Equipping of Nyalilbuch Borehole in Soin/Sigowet Constituency, Kericho County	414,270

3. Interested eligible tenderers may obtain further information from the Office of the Engineering Secretary, State Department for Agriculture, Kilimo House, 5th Floor, Room 5-4B, Cathedral Road, P.O. Box 30028 00100, Nairobi.

4. A complete set of tendering documents may be downloaded from the Ministry's Website www.kilimo.go.ke.

5. The provisions in the Instructions to Tenderers and in the General Conditions of Contract are the provisions of the **Public Procurement and Asset Disposal Act, 2015 for Procurement of Works.**

6. Tenders should be clearly marked as detailed in Table 1 (Tender Description and Tender No.) and deposited at **State Department for Agriculture Tender Box, situated at the Ground Floor, Kilimo House, Cathedral Road** or posted to:

Principal Secretary
State Department for Agriculture
Ministry of Agriculture and Livestock Development
Kilimo House, Cathedral Road
P. O. Box 30028 - 00100
NAIROBI

7. All tenders should be received on or before **Wednesday, 17th June, 2026 at 11.00am Local Time** and **MUST be accompanied by a BID GUARANTEE as indicated in the table above.**

8. Bulky Tender documents that cannot fit in the tender box should be dropped at the Head: Supply Chain Management Office at Kilimo House, 4th Floor Room 4-2B.

9. Tenders will be opened in the presence of tenderers' representatives at **11.00am on Wednesday, 17th June, 2026** at the **Kilimo House, ASCU, Boardroom, Ministry of Agriculture and Livestock Development Head Office, Cathedral Road, Nairobi, Kenya.**

Head: Supply Chain Management Unit
State Department for Agriculture

For: **PRINCIPAL SECRETARY**

PART 1: TENDERING PROCEDURES

Section I. Instructions To Tenderers (ITT)

This Section provides relevant information to help Tenderers prepare their Tender. Information is also provided on the submission, opening, and evaluation of Tender and on the award of Contracts.

Section II. Tender Data Sheet (TDS)

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, **Instructions to Tenderers.**

Section III. Evaluation and Qualification Criteria

This Section contains the criteria for evaluation of the Tenders and the qualifications of the Tenderer to perform the contract.

Section IV. Tendering Forms

This Section contains the forms which are to be completed by the Tenderer and submitted as part of the Tender

PART 2: EMPLOYER'S REQUIREMENTS

Section V. Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured.

PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VI. General Conditions (GC)

This Section contains the general clauses to be applied in the contract.

Section VII. Particular Conditions (PC)

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section supplement the General Conditions and shall be prepared by the Employer.

Section VIII. Contract Forms

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

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1.0 PART 1: TENDERING PROCEDURES

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1.1 Section I. Instructions to Tenderers

A General Provisions

1 Scope of Tender

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

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 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.

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 being tendered for. The Procuring Entity shall indicate in the TDS firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm 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 3.7 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. Public employees and their close relatives *(spouses, children, brothers, sisters and uncles and aunts)* are not eligible to participate in the tender. 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. 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 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 Engineer for the 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 family relationship with a professional staff of the Procuring Entity who:

   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) would 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 in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved 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. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender. 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.

3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8.A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub- consultants for any part of the Contract including related Services.

3.7 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 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are accredited by PPRA to be (i) a legal public entity of the state 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 A Firms and individuals may be ineligible if their countries of origin (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, subcontracts and labor) from national 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 in for this purpose is be provided in *"SECTION III - EVALUATION AND QUALIFICATION CRITERIA, Item 9".*

3.11 Pursuant to the eligibility requirements of ITT 4.10, 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

3.14 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax clearance certificate or tax exemption 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 eligible under ITT 3.9. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.

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

5 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 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 upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity against all liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the 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 ITT 8.

PART 1 Tendering Procedures

i) Section I - Instructions to Tenderers (ITT)
ii) Section II - Tender Data Sheet (TDS)
iii) Section III - Evaluation and Qualification Criteria
iv) Section IV - Tendering Forms

PART 2 Works Requirements

i) Section V - Drawings
ii) Section VI - Specifications
iii) Section VII - Bills of Quantities

PART 3 Conditions of Contract and Contract Forms

i) Section VIII - General Conditions of Contract (GCC)
ii) Section IX - Special Conditions of Contract (SC)
iii) Section X - Contract Forms

6.2 The Invitation to Tender Document (ITT) 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 the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 8. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

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 Site Visit

7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of visiting the Site shall be at the Tenderer's own expense.

8 Pre-Tender Meeting

8.1 The Procuring Entity shall specify in the TDS if a pre-tender meeting will be held, when and where. The Procuring Entity shall also specify in the TDS if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2 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.

8.3 Minutes of the pre-Tender meeting and the pre-arranged pretender site visit of the site of the works, 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 in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

8.4 The Procuring Entity shall also promptly publish anonym zed (no names) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works at the web page identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-tender meeting and the pre-arranged pretender site visit, 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. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9 Clarification and amendments of Tender Documents

9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre- arranged pretender visit of the site of the works if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If 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 appropriately following the procedure under ITT 8.4.

10 Amendment of Tendering Document

10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.

10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.

10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 25.2 below.

C Preparation of Tenders

11 Cost of Tendering

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

12 Language of Tender

12.1 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.

13 Documents Comprising the Tender

13.1 The Tender shall comprise the following:

a) Form of Tender prepared in accordance with ITT 14;
b) Schedules including priced Bill of Quantities, completed in accordance with ITT 14 and ITT 16;
c) Tender Security or Tender-Securing Declaration, in accordance with ITT 21.1;
d) Alternative Tender, if permissible, in accordance with ITT 15;
e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
f) Qualifications: documentary evidence in accordance with ITT 19establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
g) Conformity: a technical proposal in accordance with ITT 18;
h) Any other document required in the TDS.

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

13.3 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.

14 Form of Tender and Schedules

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

15 Alternative Tenders

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

15.2 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.

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

16 Tender Prices and Discounts

16.1 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.

16.2 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.

16.3 The price to be quoted in the Form of Tender, in accordance with ITT 14.1, shall be the total price of the Tender, including any discounts offered.

16.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 14.1.

16.5 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, except in 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.

16.6 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 16.4, provided the Tenders for all lots (contracts) are opened at the same time.

16.7 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.

17 Currencies of Tender and Payment

17.1 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 Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya shall device own ways of getting foreign currency to meet those expenditures.

18 Documents Comprising the Technical Proposal

18.1 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, in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work's requirements and the completion time.

19 Documents Establishing the Eligibility and Qualifications of the Tenderer

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

19.2 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.

19.3 A margin of preference will not be allowed. Preference and reservations will be allowed, individually or in joint ventures. Applying for eligibility for Preference and reservations shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.

19.4 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 contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

19.5 The purpose of the information described in ITT 19.4 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

19.6 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 6.3. 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.

19.7 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.

19.8 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

19.9 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

i) if the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
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.

19.10 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 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

20 Period of Validity of Tenders

20.1 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 24). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

20.2 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 21.1, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 20.3.

20.3 If the award is delayed by a period exceeding the number of days to be specified in the TDS days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:

a) in the case of fixed price contracts, the Contract price shall be the tender price adjusted by the factor specified in the TDS;
b) in the case of adjustable price contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

21 Tender Security

21.1 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.

21.2 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:

a) an unconditional Bank Guarantee issued by reputable commercial bank); or
b) an irrevocable letter of credit;
c) a Banker's cheque issued by a reputable commercial bank; or
d) another security specified in the TDS,

21.3 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 20.2.

21.4 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.

21.5 If a Tender Security is specified pursuant to ITT 21.1, 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 nonresponsive or a bidder declines to extend tender validity period.

21.6 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.

21.7 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 thereto provided by the Tenderer; or
b) if the successful Tenderer fails to:
c) sign the Contract in accordance with ITT 50; or
d) furnish a Performance Security and if required in the TDS, and any other documents required in the TDS.

21.8 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.

21.9 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.

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

22 Format and Signing of Tender

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 15, 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.

22.2 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.

22.3 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 by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

22.4 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 to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

22.5 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

23 Sealing and Marking of Tenders

23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and

b) in an envelope or package or container marked "COPIES", all required

copies of the Tender; and

c) if alternative Tenders are permitted in accordance with ITT 15, and if relevant:
   i. in an envelope or package or container marked "ORIGINAL – ALTERNATIVE TENDER", the alternative Tender; and
   ii. in the envelope or package or container marked "COPIES-ALTERNATIVE TENDER", all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

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

23.2 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 are misplaced or opened prematurely will not be accepted.

24 Deadline for Submission of Tenders

24.1 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.

24.2 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.

25 Late Tenders

25.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 24. 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.

26 Withdrawal, Substitution, and Modification of Tenders

26.1 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 22.3, (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 22 and ITT 23 (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 24.

26.2 Tenders requested to be withdrawn in accordance with ITT 26.1 shall be returned unopened to the Tenderers.

26.3 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.

27 Tender Opening

27.1 Except in the cases specified in ITT 23 and ITT 26.2, the Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified in the TDS, in the presence of Tenderers' designated representatives who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 24.1, shall be as specified in the TDS.

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

27.3 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.

27.4 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.

27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

27.6 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 Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the TDS.

27.7 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 25.1).

27.8 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.

27.9 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 the tender opening register shall be distributed to all Tenderers upon request.

E Evaluation and Comparison of Tenders

28 Confidentiality

28.1 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 46.

28.2 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.

28.3 Notwithstanding ITT 28.2, 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.

29 Clarification of Tenders

29.1 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 33.

29.2 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.

30 Deviations, Reservations, and Omissions

30.1 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.

31 Determination of Responsiveness

31.1 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 13.

31.2 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.

31.3 The Procuring Entity shall examine the technical aspects of the tender submitted in accordance with ITT 18, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

31.4 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.

32 Non-material non-conformities

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

32.2 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, 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.

32.3 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.

33 Arithmetical Errors

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

33.2 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, and subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and

c) if there is a discrepancy between words and figures, the amount in words shall prevail

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

34 Currency provisions

34.1 Tenders will priced be in Kenya Shillings only. Tenderers quoting in currencies other than in Kenya shillings will be determined non-responsive and rejected.

35 Margin of Preference and Reservations

35.1 No margin of preference shall be allowed on contracts for small works.

35.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and/or persons living with disability, 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/firms belonging to those specified groups are the only ones eligible to tender. Otherwise if no so stated, the invitation will be open to all tenderers.

36 Nominated Subcontractors

36.1 Unless otherwise stated in the TDS, the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Procuring Entity.

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

36.3 The subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated by the Procuring Entity 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.

37 Evaluation of Tenders

37.1 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 Best Evaluated Tender in accordance with ITT 40.

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

i) price adjustment due to discounts offered in accordance with ITT 16;
ii) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 39;
iii) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 30.3; and
iv) any additional evaluation factors specified in the TDS and Section III, Evaluation and Qualification Criteria.

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

37.4 In the case of multiple contracts or lots, Tenderers shall be allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria.

38 Comparison of Tenders

38.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 38.2 to determine the Tender that has the lowest evaluated cost.

39 Abnormally Low Tenders

39.1 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.

39.2 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.

39.3 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.

40 Abnormally High Tenders

40.1 An abnormally high 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.

40.2 In case of an abnormally high tender 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.

40.3 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.

41 Unbalanced and/or Front-Loaded Tenders

41.1 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.

41.2 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 30% 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,

42 Qualifications of the Tenderer

42.1 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.

42.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 19. 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.

42.3 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.

42.4 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.

42.5 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.

42.6 After evaluation of the price analyses, if 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.

43 Best Evaluated Tender

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

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

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

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

F Award of Contract

45 Award Criteria

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

46 Notice of Intention to enter into a Contract

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

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

47 Standstill Period

47.1 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.

47.2 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.

48 Debriefing by the Procuring Entity

48.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 46, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

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

49 Letter of Award

49.1 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 21days of the date of the letter.

50 Signing of Contract

50.1 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.

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

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

51 Appointment of Adjudicator

51.1 The Procuring Entity proposes the person named in the TDS to be appointed as Adjudicator under the Contract, at the hourly fee specified in the TDS, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in his Tender. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the Special Conditions of Contract (SCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

52 Performance Security

52.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance 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 40.2 (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.

52.2 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.

52.3 Performance security shall not be required for contracts estimated to cost less than Kenya shillings five million shillings.

53 Publication of Procurement Contract

53.1 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.

54 Procurement Related Complaints and Administrative Review

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

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

1.2 Section II. Tender Data Sheet (TDS)

ITT REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The number of the Invitation for Tenders is: **MOALD/SDA/ENG/DATIC/07/2025- 2026**
ITT 1.1	The Procuring Entity is: **Principal Secretary,** **State Department for Agriculture,** **Ministry of Agriculture and Livestock Development**
ITT 1.1	The name of the Tendering process is: **National Competitive Bidding** The identification number of the tendering process is: **MOALD/SDA/ENG/DATIC/07/2025- 2026**
	B. Contents of Tender Document
ITT 8.1	A. Pre-Tender conference **"shall not** "take place B. A pre-arranged pretender visit of the site of the works **"shall not"** take place
ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is: **Principal Secretary,** **State Department for Agriculture,** **Ministry of Agriculture and Livestock Development**
	C. Preparation of Tenders
ITP 13.1 (h)	The Tenderer shall submit the following Documentary Evidence to establish the conformity of the Technical Proposal with the Bidding Document: ♦ **Evidence of similar works undertaken in the past two years** ♦ **List of equipment proposed for the works (provide proof of ownership, lease or hire)** ♦ **List of proposed personnel, signed CV's and clear proposed positions/tasks for each**

ITT REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	♦ **Audited financial statements for the last three years** ♦ **Clear work program/plan**
ITT 15.1	Alternative Tenders **"shall not be"** considered.
ITT 15.2	Alternative times for completion **"shall not be"** permitted.
ITT 15.4	Alternative technical solutions shall be permitted for the following parts of the Works: "**None"**
ITT 16.5	The prices quoted by the Tenderer **shall be:** "**fixed"**
ITT 20.1	The Tender validity period shall be **120 days**
ITT 20.3 (a)	(a). The delayed to exceed **N/A** number of days. (b). The Tender price shall be adjusted by the following percentages of the tender price: (i) By **N/A** % of t*he local currency portion of the Contract price adjusted to reflect local inflation during the period of extension,* *and* (ii) *By **N/A** % the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.*
ITT 21.1	A Tender Security "**shall be"** required. A Tender-Securing Declaration **"shall be"** *required*. The Tenderer shall furnish a Tender Security, in the amount of **Kenya Shillings (KES) 355,000.00**
ITT 22.1	In addition to the original of the Tender, the number of copies is: **1 copy**
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: (a). The name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney, authorization letter in company stationery; and (b). In the case of Bids submitted by an existing or intended JVCA an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so, required in accordance with ITB

ITT REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	4.1(a), and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JVCA during the bidding process and, in the event the JV is awarded the Contract, during contract execution."]
D. Submission and Opening of Tenders	
ITT 24.1	(A) For Tender submission purposes only, the Procuring Entity's address is: Attention: **Principal Secretary, State Department for Agriculture** Street Address: **Cathedral Road** Floor/Room number: **Ground Floor, State Department for Agriculture Tender Box** City: **Nairobi** ZIP Code: **P.O. Box 30028-00100, Nairobi, Kenya** Country: **KENYA** The deadline for bid submission is: **Date: 17/06/2026** Time: **11.00am** Tenders **shall not submit** tenders electronically.
ITT 27.1	The Tender opening shall take place at the time and the address for Opening of Tenders provided below: Street Address: **Cathedral Road, State Department for Agriculture,** Floor/Room number: **ASCU Boardroom, Kilimo House** City: **Nairobi** Country: **Kenya** Date: **17/06/2026** Time: **11.00am**
E. Evaluation, and Comparison of Tenders	
ITT 32.3	The adjustment shall be based on the _____ *[insert "average" or "highest"]* price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
ITT 37.2 (d)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.

ITT REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 51.1	The person named to be appointed as Adjudicator is **Chartered Institute of Arbitrators, Kenya** **P.O. Box 50163 - 00200** **Nairobi, Kenya** Email Address: info@ciarbkenya.org
ITT 52.2	The Tenderer shall submit with its bid the following mandatory additional documents: ♦ **Certificate of registration/incorporation** ♦ **Copy of the Bidder's VAT registration certificate or equivalent** ♦ **A valid tax compliance certificate** ♦ **Written authorization for the person signing the documents from the company/Power of Attorney** ♦ **Joint venture agreement, in the required format, for those submitting bids as joint ventures** ♦ **A bid guarantee from a Bank in the format given/attached and shall be valid for twenty-eight days (28) beyond the original validity period of the bid** ♦ **Duly filled and signed letter of bid in the company letterhead and in the format attached.**

1.3 Section III. Evaluation and Qualification Criteria

1.3.1 Evaluation Criteria and Methodology

1 General Provisions

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.

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 should use the Standard Tender Evaluation Document for Goods and Works for evaluating Tenders.

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 Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

3 Tender Evaluation (ITT 35) Price evaluation: in addition to the criteria listed in ITT 35.2 (a) – (c) the following criteria shall apply:

i) **Alternative Completion Times**, if permitted under ITT 13.2, will be evaluated as follows: **NONE**

ii) **Alternative Technical Solutions** for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows: **NONE**

iii) Other Criteria; if permitted under ITT 35.2(d): NONE

4 Multiple Contracts

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 Part 2- 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 Entity.

6 Margin of Preference is not applicable

7 Post qualification and Contract ward (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 p a y m e n t) sufficient to meet t h e construction c a s h fl o w o f 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.

(a). History of non-performing contracts:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last (specify years). The required information shall be furnished in the appropriate form.

(b). 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.

(c). 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

Qualification Criteria

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1.3.2 Qualification Tables (Without Prequalification)

Qualification Form Summary

1	2	3	4	5
Item No.	**Qualification Subject**	**Qualification Requirement**	**Document To be Completed by Tenderer**	**For Procuring Entity's Use (Qualification met or Not Met)**
1.	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	
2.	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority in accordance with ITT 3.14.	Form of Tender	
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 3.8	Form of Tender	
5.	State- owned Enterprise	Meets conditions of ITT 3.7	Forms ELI – 1.1 and 1.2, with attachments	
6.	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI – 1.1 and 1.2, with attachments	
7.	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1st January [……].	Form CON-2	
8.	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Form of Tender	
9.	Pending Litigation	Tender's financial position and prospective long-	Form CON – 2	

1	2	3	4	5
Item No.	**Qualification Subject**	**Qualification Requirement**	**Document To be Completed by Tenderer**	**For Procuring Entity's Use (Qualification met or Not Met)**
		term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.		
10.	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1st January *[insert year]*	Form CON – 2	
11.	Financial Capabilities	(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings *[insert amount]* equivalent for the subject contract(s) net of the Tenderer's other commitments. (ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. (iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last *[insert number of years]* years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term	Form FIN – 3.1, with attachments	

1	2	3	4	5
Item No.	**Qualification Subject**	**Qualification Requirement**	**Document To be Completed by Tenderer**	**For Procuring Entity's Use (Qualification met or Not Met)**
		profitability.		
12.	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings *[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last *[insert of year]* years, divided by *[insert number of years]* years	Form FIN – 3.2	
13.	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last *[insert number of years]* years, starting 1st January *[insert year]*.	Form EXP – 4.1	
14.	Specific Construction & Contract Management Experience	A minimum number of *[state the number]* similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January [*insert year*] and tender submission deadline i.e. …. (number) contracts, each of minimum value Kenya shillings…….. equivalent. [*In case the Works are to be tender as individual contracts under multiple contract procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options mentioned in ITT 35.4]* The similarity of the contracts shall be based on the following: [*Based on Section VII, Scope of*	Form EXP 4.2(a)	

1	2	3	4	5
Item No.	**Qualification Subject**	**Qualification Requirement**	**Document To be Completed by Tenderer**	**For Procuring Entity's Use (Qualification met or Not Met)**
		Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITT 34.3]		

Historical Contract Non-Performance

Factor	Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
History of non-performing contracts	Non-performance of a contract did not occur **within the last two (2)** years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has	Must meet requirement by itself or as partner to past or existing JVCA	N / A	Must meet requirement by itself or as partner to past or existing JVCA	N / A	Form CON - 2

	been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.					
Failure to Sign Contract	Not being under execution of Bid-Securing Declaration pursuant to ITB 4.6 for two (2No) years	Must meet requirement	N / A	Must meet requirement by itself or as partner to a JVCA	N / A	Letter of Bid
Pending Litigation	All pending litigation shall in total not represent more than	Must meet requirement by itself or as partner to past or existing JVCA	N / A	Must meet requirement by itself or as partner to past or existing JVCA	N / A	Form CON – 2

	five percent (5%) of the Bidder's net worth and shall be treated as resolved against the Bidder.					

Financial Situation

Factor	Financial Situation						
Sub-Factor	Criteria						Documentation Required
	Requirement	Bidder					
		Single Entity	Joint Venture, Consortium or Association				
			All partners combined	Each partner	At least one partner		
Historical Financial Performance	Submission of audited balance sheets or other financial statements acceptable to the Employer, **for the last three[3No] years** to demonstrate the current soundness of the bidder's financial position and its prospective long-term profitability. ***(a)*** **Audited accounts in comparative form** ***(b)*** **Valid Tax Compliance** ***(c)*** **Cash flow statements (Supported by Bank statements)**	Must meet requirement	N / A	Must meet requirement	N / A		Form FIN – 3.1 with attachments
Average Annual	**Minimum average annual turnover of KES 5 million**,	Must meet requirement	Must meet requirement	Must meet _____	Must meet _____		Form FIN –3.2

Turnover	calculated as total certified payments received for contracts in progress or completed, **within the last three (3No) years**			percent (_____%) of the requirement	percent (_____%) of the requirement	
Financial Resources	The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: (i.) the following cash-flow requirement: **Current ratio = Liquid Assets/Liquid liabilities** **Greater than 1** **and** **Debt Ratio = Total Debt/Total Assets** **Less than 1** and (ii.) the overall cash flow requirements for this contract and its current commitments.	Must meet requirement	Must meet requirement	Must meet fifty percent (50%) of the requirement	Must meet seventy five percent (75%) of the requirement	Form FIN –3.3 + Form CCC

Experience

Factor	Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
General Experience	Experience under contracts in the role of contractor, subcontractor, or management contractor for **at least in the last two [2No] years** prior to the applications submission deadline and with an activity in at least each year.	Must meet requirement	N / A	Must meet requirement	N / A	Form EXP-4.1
Specific Experience	(a) Participation as contractor, management contractor, or subcontractor, in **at least two (2No) borehole drilling and equipping contracts of over 300m borehole depth within the last three (3No) years** that have been	Must meet requirement	Must meet requirements for all characteristics	N / A	Must meet requirement for one characteristic	Form EXP 2.4.2(a)

	successfully and substantially completed similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section V, Requirements evidenced by Award Letter and Completion Certificate					
Specific Experience	(b) For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum experience in the following key activities: **1. Drilling Of Boreholes** **2. Pump Installation** **3. Test Pumping** **4. Solar Pump Installation** **5. Construction Works**	Must meet requirements	Must meet requirements	N / A	Must meet requirements	Form EXP-2.4.2(b)

Personnel

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

No.	Personnel	Minimum Qualification	No.	Experience	Remarks
1.	Site Agent	Diploma in Agricultural/Biosystems Engineering/Irrigation Engineering/Any other related field	1	5 years	All from recognized Institution
2.	Geologist	Higher National Diploma/Diploma in Geologist/Drilling Technology	1	5 years	
3.	Driller	Certificate in Drilling	1	5 years	
4.	Foreman	Certificate in Building Construction	1	5 years	
5.	Welder	Certificate In Welding	1	5 years	

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms.

Equipment

The Bidder must demonstrate that it will have access to the key Contractor's equipment listed hereafter either by ownership or lease:

ITEM No.	TYPE OF EQUIPMENT	NO.	CAPACITY	REMARKS
1.	Drilling Rig Preferably Lorry Mounted	1	Able Drill Up to 400m	
2.	Lorry	1	10 ton	
3.	Pick Up	1	1 ton	
4.	Water Boozer	1	1000 Litres	
5.	Vibrator	1		
6.	Concrete Mixer	1		
7.	Welding Machine	1		
8.	Mobile Generator	1		
9.	Grinder	1		

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Form of Tender

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

Date of this Tender submission: *.....[insert date (as day, month and year) of Tender submission]* Tender Name and Identification No.: .....*[insert identification]* .....

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

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

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

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

Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;

iv) *Conformity:* We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works];*

v) *Tender Price:* The total price of our Tender, excluding any discounts offered in item 1 above is *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*

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

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

ix) *One Tender Per Tender:* We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;

x) *Suspension and Debarment:* We, along with any of our subcontractors, suppliers, Project Manager, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.

xi) *State-owned enterprise or institution:* [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITT 3.8*];

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

xiii) *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;

xiv) *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.

xv) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, during the procurement process and the execution of any resulting contract.

xvi) *Beneficial Ownership Information:* We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

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

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

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

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

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

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

Date signed.....day of....., ...

Bill of Quantities/Schedules of Prices

BILL OF QUANTITIES FOR DRILLING AND EQUIPPING OF DADACH YALURAN SOLAR POWERED BOREHOLE IN MANDERA SOUTH CONSTITUENCY, MANDERA COUNTY

GRAND SUMMARY FOR DRILLING AND EQUIPPING OF EBIGOGO PRIMARY SCHOOL BOREHOLE IN BOBASI CONSTITUENCY, KISII COUNTY					
BILL NO.	**DESCRIPTION**				**AMOUNT (KES)**
1	PRELIMINARY ITEMS				
2	DRILLING OF BOREHOLE				
3	EQUIPPING THE BOREHOLE				
4	STEEL TOWER				
5	WATER KIOSK				
6	SHEEP AND GOATS WATER TROUGH				
7	LIVESTOCK WATER TROUGH				
8	FENCING				
	SUB TOTAL 1				
	ADD 10% CONTIGENY				
	SUB TOTAL 2				
	ADD 16% VAT				
	GRAND TOTAL				

	BILL NO.01: PRELIMINARIES AND GENERAL ITEMS				
Item No.	**Description**	**Unit**	**Quantity**	**Rate (KES)**	**Amount (KES)**
	Element: 1.1 PRELIMINARY ITEMS				
1.01	Allow provision for insurance in accordance with the Conditions of Contract	LS	1		
1.02	Allow provisional sum of Ksh. 150,000 (One fifty thousand) for Review of Geophysical	LS	1	150,000.00	150,000.00

	/Hydrogeological survey and report.				
1.03	WRA fee and authorisation processing	LS	1		
1.04	Allow provisional sum of Ksh. 250,000 (Two fifty thousand) for ESIA assessment and report and NEMA project license	LS	1	250,000.00	250,000.00
1.05	Processing of water abstraction permit	LS	1		
1.06	County Government fee (Where applicable)	LS	1		
1.07	Provide, erect and maintain sign boards at locations shown by the Project Manager at site of works.	No.	2		
1.08	Allow for mobilisation and demobilisation of all equipments, machinery and personnel and maintenance of camp site	LS	1		
	1.2 GENERAL ITEMS				
1.2.1	Allow provisional sum of Ksh. 2,000,000(Two million) to cover Construction supervision	LS	1	1,000,000.00	1,000,000.00
1.2.2	Contractor's overheads and attendance upon items 1.02, 1.04 and 1.2.1	%			
	TOTAL BILL NO.01 CARRIED OVER TO GRAND SUMMARY				
	BILL NO.02: DRILLING OF THE BOREHOLE				
Item No.	**Description**	**Unit**	**Quantity**	**Rate (KES)**	**Amount (KES)**
2.1	Drilling of borehole of minimum diameter 205mm through all types of strata including disposal of excavated materials, taking any remedial measures to overcome caving-in, or over drilling to accommodate sloughed material and keeping drilling records as specified from level up to 100 meters below ground level	LM	100		
2.2	Ditto item2.2 but between 100 meters and 200 meters below ground level.	LM	100		
2.3	Ditto item2.2 but between	LM	100		

	200meters and 300meters below ground level.				
2.4	Provide water for all drilling requirements of the contract, field camp, drilling works , etc……	CM	20		
2.5	Supply and install class 'B', 6Ø (152mm) internal diameter 4.5 mm thick plain steel casing in the borehole	LM	154		
2.6	Supply and install class 'B', 6"Ø (152 mm) internal diameter 4.5 mm thick slotted steel casing in the borehole	LM	66		
2.8	Supply and insert gravel pack (rounded 2-4 mm) [not laterite] to at least 3 meters above top screen	TON	10		
2.9	Allow for borehole development till the water is clear	Hrs	6		
2.1	Allow for the cost of:				
2.11	A) Reaming and boring	LM	10		
2.12	B) Insertation and removal of temporary casing	LM	10		
2.13	C) Insert 10" casing permanently	LS	10		
2.14	D)Setting time	Hr	10		
	E) Insert bentonite	No	1		
2.15	Undertake constant discharge test as specified (24 hours) for usual test pumping and 8 hours for insertion and removal of test pumping equipment.	Hr	24		
2.16	Allow for recovery test for 4Hr	Hr	4		
2.17	Standby time by time for reasons beyond contractors control excluding force majorie conditions	Hr	Rate only		
2.18	WRA compliant Borehole Completion Record and water Quality analysis report	Repo rt	1		
2.19	Construct sanitary well head concrete floor slab 1000*1000*150mm	No	1		
2.2	Supply Borehole cap	No	1		
2.45	Provide materials and construct borehole chamber 1500*1500*1500mm with lockable cover	No	1		

	TOTAL BILL NO.02 CARRIED OVER TO GRAND SUMMARY				
	BILL NO.03: EQUIPPING THE BOREHOLE				
Item No.	**Description**	**Unit**	**Quantity**	**Rate (KES)**	**Amount (KES)**
3.1	Supply and install hybrid submersible pump/motor capable of delivering water to head of 240m and discharge of 7m3/Hr (5.5kw 7.5HP)	No	1		
3.2	Supply and install 5.5kw 7.5HP inverter	No	1		
3.3	Fabricate and wield a MS cuboid of 150mm*150*300mm and fix on Solar panel support structure complete with lockabe door	No	1		
3.4	Supply and install 50mm' Dia UPVC pipes class C for airline	No	38		
3.5	Supply and install 6.0mm 4 core amoured cable to 3phase source of power supply	M	60		
3.6	Supply and install 1 1/2 GI ppe with heavy duty sockets	No	49		
3.7	Supply and install 4.0mm sq. 4 core submersible cable	M	300		
3.8	Supply and install 0.75mm sq. 4 core submersible cable brown	M	300		
3.9	Supply and install 0.75mm sq. 4 core submersible cable black	M	300		
3.1	Supply and fix splicing Kit	No	1		
3.12	Supply and install water level indicator	No	2		
3.13	Supply and fix metal junction Box	No	1		
3.14	Supply ans install 75Ømm GI elbows	No	2		
3.15	Supply ans install 75Ømmgate valve (pegler)	No	1		
3.16	Supply ans install 75Ømm Master meter with accessories (pegler)	No	1		
3.17	Provide for fixing sundries thread tapes, cable ties etc	LS	1		
3.18	Provide materials and construct borehole chamber 1500*1500*1500mm with	No	1		

	lockable cover				
3.19	Allow provisional cost of Ksh 800,000 for solar modules,support structure and accessories as directed by Project Manager	LS	1		
3.20	Provide a provisional sum of only KES two million for water distribution and plumping works as directed by the project manager	LS	1	2,000,000	2,000,000
	TOTAL BILL NO.03 CARRIED OVER TO GRAND SUMMARY				
	BILL NO.04: CONSTRUCTION OF STEEL WATER TOWER				
Item No.	**Description**	**Unit**	**Quantity**	**Rate (KES)**	**Amount (KES)**
4.1	**Foundations**				
4.11	Excavate in normal soil for tank footings size 1.8m X 1.8m X1.8m	M3	25		
4.12	Supply all materials, deliver to site, mix and vibrate reinforced concrete footings size 1.5M X 1.5M X 1.7M , Rate to include all formwork, reinforcement bars for concrete footing and foundation bolts for the tower, Class 20/20	M3	5		
4.2	**Steel Tower**				
4.21	Supply all materials, deliver to site and install 6m high tank tower complete with walkway platform and cage ladder as per specification. Resident Engineer to provide drawings to the Contractor before fabrication.	Item	1		
4.3	**Tank Erection**				
4.31	Supply, deliver to site one no. $10m^3$plastic tank raised on the 6m tower. Rate to include necessary fittings to take the piping.	Item	1		
4.32	Provide for Float-operated water level indicator that is visible and can be read from the ground level.	Ls	1		
4.4	**Painting**				
4.41	Supply and apply two coats of silver aluminum paint to the tank	M2	50		

	tower, platform, pipes and cage ladder				
4.5	**Testing**				
4.51	Supply and apply recommended disinfectant and test the tank	Item	1		
	TOTAL BILL NO.04 CARRIED OVER TO GRAND SUMMARY				**-**
	BILL No.05: CONSTRUCTION OF 1No. STANDARD WATER KIOSK				
Item No.	**Description**	**Unit**	**Quantity**	**Rate (KES)**	**Amount (KES)**
5.1	**SUBSTRUCTURE**				
	Excavation including maintaining and supporting sides and keeping bottoms free from water and mud or other fallen material.				
5.1.1	Excavate oversite average 150 mm deep to remove vegetable soil and cart away to spoil heaps average distance 10 m from site	SM	9		
5.1.2	Excavate trenches not exceeding 0.9 metre deep.	CM	3		
5.1.3	Extra over excavation for excavating in rock.	CM	0.5		
	Backfilling and Disposal				
5.1.4	Backfiling selected excavated material around foundation	CM	2		
5.1.5	Load excavated material and cart away within 20m from site.	CM	1		
	Filling				
5.1.6	Level and compact bottom of foundations to receive concrete	SM	9		
5.1.7	200 mm Hardcore filling levelled and blinded with 50mm thick murram to receive concrete	SM	8		
	Anti-Termite Treatment				
5.1.	Apply gladiator or equal and	SM	8		

8	approved anti-termite treatment to surfaces of excavation.				
	Concrete Works				
	Plain Concrete 1:3:6 - 20 mm gauge mix in: -				
5.1.9	100 mm Slab	SM	8		
5.1.10	50mm thick blinding	SM	4		
	Reinforced Concrete 1:2:4 - 20 mm gauge mix in: -				
5.1.11	Foundation	CM	0.6		
	Reinforcement				
	High Tensile Steel Reinforcement to BS 4461				
5.1.12	8 mm Bars.	KG	45		
	Sawn Formwork to: -				
5.1.13	Edge of slab over 75 mm but not exceeding 150 mm high.	LM	9		
	Machine Cut Stone Walling in Cement and Sand (1:3) Mortar:				
5.1.14	150 mm Walling.	SM	6.5		
	Hessian - Based Bituminous Felt Damp - Proof Course to BS 743 Type 4A and setting in Cement and Sand Mortar (1:3) horizontally, lapped 100 mm at joints (measured net - allow for laps):				
5.1.15	Under 150 mm walls	LM	8.5		
5.2	**FLOOR SLAB**				
	Reinforced Concrete 1:2:4 - 20mm Gauge mix in: -				
5.2.1	Concrete for 125mm thick floor slab	CM	1.3		

	High Tensile Steel Reinforcement to BS 4461:				
5.2.2	10 mm Bars	KG	200		
	Mild Steel Reinforcement to BS 4461:				
5.2.3	6 mm Bars	KG	4		
5.3	**WALLING**				
	Selected medium Chisel Dressed Stone Walling in Cement and Sand (1:3) Mortar, one side finished with neat recessed flush horizontal joints and flush vertical joints including 19 mm wide galvanised hoop iron in alternate courses.				
5.3.1	200 mm Walling	SM	30		
5.4	**FINISHINGS**				
	Cement and Sand (1:3) Screed and Paving Grout Finished Smooth With a Steel Trowel				
5.4.1	25 mm Paving	SM	3.5		
5.4.2	20 mm thick Plaster cement sand mortar 1:3. Grout Finished Smooth With a Steel Trowel to Stonework, internally	SM	16.5		
	Cement and Sand (1:3) Render				
5.4.3	Plinth, minimum height 300 mm	LM	7.5		
5.4.4	Beam 250mm high	LM	2		
5.4.5	Key joints to external surfaces of wall.	SM	14.5		
5.5	**DOORS AND WINDOWS**				
	Doors				
5.5.	1000mmx2050mm metal door	NO	1		

1	with frame and locking system. Frame to be 75mmx75mmx4.5mm angle sections and metal plate to be 16 gauge (1.5mm thick). Door to receive 2 coats of red oxide primer.				
	Windows				
5.5.2	950mmx1060 metal window with frame and locking system. Frame to be 75mmx75mmx4.5mm angle sections and metal plate to be 16 gauge (1.5mm thick). Window to receive 2 coats of red oxide primer.	No.	1		
5.6	**PAINTING**				
	Prepare and apply one coat of primer and two high gloss finishing coats to:-				
	Externally				
5.6.1	Plastered walls above floor	SM	9.5		
	Prepare and apply three coats plastic emulsion premium paint, to: -				
	Internally				
5.6.2	Plastered walls above floor	SM	7		
	Prepare, Prime and Apply three coats hard gloss oil premium paint to metal work.				
5.6.3	Surfaces door and window	LM	7		
5.7	**PLUMBING WORKS**				
	Supply and fix the following pipes and fittings within the water kiosk				
5.7.1	3/4" Pegelr Taps	NO	2		
5.7.2	3/4" GI Pipe	LM	1.5		
5.7.	3/4" GI Elbow	NO	3		

3					
5.7.4	3/4" GI Union	NO	3		
5.7.5	13/4" GI Tee	NO	3		
5.7.6	Water Meter	NO	1		
5.7.7	Ball Valve	NO	1		
5.7.8	Non-Return Valve	NO	1		
5.7.9	Long Threaded Nipple	NO	2		
5.8	**PROTECTIVE SHED FOR 5,000 LITRES CAPACITY PLASTIC TANK**				
	Provide all materials and construct a shed for the plastic water tank placed on top of the water kiosk as described below.				
	Structural steel work. Joints to be welded or bolted as necessary. The steel sections to receive two coats of red oxide primer at the workshop before being transported to site. Final gloss paint to be applied on site once the structure has been put up. All weld splatter to be removed. Any sharp ends to be grinded smooth. The open ends of the hollow sections to be covered with a steel plate welded on.				
5.8.1	Steel Columns (6nos) made from 40x40x1.5mm thick SHS. Provide U-cleats at the top to accomondate 75x50mm timber rafter.	LM	13.4		
5.8.2	Purlins made from 75x50mm well cured cypress timber. Timber to be treated	LM	14.5		
5.8.3	Rafters made from 75x50mm well cured cypress timber. Timber to be treated	LM	10.5		

5.8.4	Roofing to be done in GCI Sheets 30 Gauge.	M^2	10		
5.8.5	Provided steel plates and bolts for joints and weld as necessary	ITEM	1		
5.8.6	Paint the structure as described above	ITEM	1		
5.8.7	Supply and Install 5,000 Litres Capacity Plastic Tank	NO	1		
	TOTAL BILL NO.05 CARRIED OVER TO GRAND SUMMARY				
	BILL NO. 06: SHEEP AND GOATS WATER TROUGH				
Item No.	**Description**	**Unit**	**Quantity**	**Rate (KES)**	**Amount (KES)**
	(ALL PROVISIONAL)				
	Excavation				
6.1	Excavate to remove top soil average depth of 400mm, cart away and deposit on site n.e. 100m away in permanent spoils heaps	SM	80.00		
6.2	Excavate for strip foundations starting from reduced level	CM	23.00		
	Hardcore				
6.3	300mm thick filling: deposit, spread, level and compact: to receive blinding	CM	46.00		
6.4	50mm murram blinding to surface of hardcore.	SM	80.00		
	Anti-Termite Treatment				
6.5	Chemical anti-termite treatment executed by Rentokil Laboratoties Limited or equal and approved pest control firm under a ten year gurantee, applied to surface of excavation and floor	SM	80.00		
	Concrete				
6.6	50mm thick blinding concrete class 15 (1:3:6) to footing	CM	2.00		
6.7	Vibrated reinforced concrete class	CM	13.00		

	20/20 (1:2:4) to strip footings, sheer walls, slabs and valve chamber inclusive of formwork; details as per the technical drawings and as directed Project Manager				
	Reinforcement				
	High Tensile Steel Reinforcement to B.S. 4483				
	Mesh Fabric Reinforcement to B.S.4483				
6.8	D10mm and D8mm Reinforcing bars as per the technical drawings	KG	664.00		
	Stone Pitchings				
6.9	Provide stone pitching as shown in the technical drawings	SM	66.00		
6.10	Construct Concrete Anchorage (class 15, 1:3:6) to terminate at stone pitching as shown in the technical drawings	SM	1.00		
	Finishings				
6.11	15mm thick cement-sand screeding with approved water proofing admixture to the internal and external sheer walling; smooth finish with steel trowel	SM	62.00		
6.12	Two coats gloss paint to steel cover	SM	1.00		
	PLUMBING				
	Supply and installation of G.I pipes class B and fittings as shown in the drawings comprising;				
6.13	1.5"Ø G.I Tee	NO	2.00		
6.14	1.5"Ø sluice valve complete with accessories	NO	2.00		
6.15	1"Ø G.I bends	NO	3.00		
6.16	1.5"Ø G.I Pipes	NO	1.00		
6.17	1.5"Ø sluice valve complete with accessories	NO	1.00		
6.18	1.5"Ø ball valve complete with accessories	NO	1.00		
	STEEL COVER				

6.19	Access cover	NO	1.00		
	Element 06 Sub Total Carried to Bill No. 06 Summary				
	BILL NO.07: SHEEP AND GOATS WATER TROUGH				
Item No.	**Description**	**Unit**	**Quantity**	**Rate (KES)**	**Amount (KES)**
	(ALL PROVISIONAL)				
	Excavation				
7.1	Excavate to remove top soil average depth of 400mm, cart away and deposit on site n.e. 100m away in permanent spoils heaps	SM	80.00		
7.2	Excavate for strip foundations starting from reduced level	CM	23.00		
	Hardcore				
7.3	300mm thick filling: deposit, spread, level and compact: to receive blinding	CM	46.00		
7.4	50mm murram blinding to surface of hardcore.	SM	80.00		
	Anti-Termite Treatment				
7.5	Chemical anti-termite treatment executed by Rentokil Laboratoties Limited or equal and approved pest control firm under a ten year gurantee, applied to surface of excavation and floor	SM	80.00		
	Concrete				
7.6	50mm thick blinding concrete class 15 (1:3:6) to footing	CM	2.00		
7.7	Vibrated reinforced concrete class 20/20 (1:2:4) to strip footings, sheer walls, slabs and valve chamber inclusive of formwork; details as per the technical drawings and as directed Project Manager	CM	13.00		
	Reinforcement				

	High Tensile Steel Reinforcement to B.S. 4483				
	Mesh Fabric Reinforcement to B.S.4483				
7.8	D10mm and D8mm Reinforcing bars as per the technical drawings	KG	664.00		
	Stone Pitchings				
7.9	Provide stone pitching as shown in the technical drawings	SM	66.00		
7.10	Construct Concrete Anchorage (class 15, 1:3:6) to terminate at stone pitching as shown in the technical drawings	SM	1.00		
	Finishings				
7.11	15mm thick cement-sand screeding with approved water proofing admixture to the internal and external sheer walling; smooth finish with steel trowel	SM	62.00		
7.12	Two coats gloss paint to steel cover	SM	1.00		
	PLUMBING				
	Supply and installation of G.I pipes class B and fittings as shown in the drawings comprising;				
7.13	1.5"Ø G.I Tee	NO	2.00		
7.14	1.5"Ø sluice valve complete with accessories	NO	2.00		
7.15	1"Ø G.I bends	NO	3.00		
7.16	1.5"Ø G.I Pipes	NO	1.00		
7.17	1.5"Ø sluice valve complete with accessories	NO	1.00		
7.18	1.5"Ø ball valve complete with accessories	NO	1.00		
	STEEL COVER				
7.19	Access cover	NO	1.00		
	TOTAL BILL NO.07 CARRIED OVER TO GRAND SUMMARY				
	BILL NO.08: FENCING				
Ite	**Description**	**Unit**	**Quanti**	**Rate**	**Amount**

m No.			ty	(KES)	(KES)
	Fencing the Solar panel with chain link of perimeter 100m using angle section posts and barbed wire. Provide a spacing of 3m for the posts (as detailed in the Technical Drawings)				
8.1	Provide cranked Angle Section posts (75mm X 75mm X 4mm) and 3000mm high, spaced at 3m centre to centre as per the drawings and as directed by the Engineer	No	35		
8.2	Provide Angle Section bracing posts (50mm X 50mm X 4mm) and 2000mm length, at 5m intervals.	No	40		
8.3	Excavation of holes to archor posts (225mmx225mmx600mm)	No	75		
8.4	Conctrete class 1:3:6 for archoring the posts	CM	3		
8.5	Supply and fix six strands Berbed wire 12.5 gauge spaced at 450mm	LM	600		
8.6	Supply and fix Chain link 50mmx50mm Gauge 12(3mm thick) (6ft height). Rate to include binding wire fixing.	SM	200		
8.7	Allow a provisional sum of KES 150,000 to supply and install a double-leaf steel gate 4m wide as shown in the technical drawings	ITEM	1		
8.8	Provide attendance for item 8.7	%			
	TOTAL BILL NO.08 CARRIED OVER TO GRAND SUMMARY				

Form of Bid Security (Bank Guarantee)

Beneficiary: .....

Request for Tenders No: .....

Date: .....

TENDER GUARANTEE No.: .....

Guarantor: .....

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

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

3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____(_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
   (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
   (b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

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

the end of the Tender Validity Period.

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

[signature(s)]

Form of Tender Security (Insurance Guarantee)

TENDER GUARANTEE No.: .....

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

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

   Sealed with the Common Seal of the said Guarantor this ___day of _____ 20 __.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
   a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or
   b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers ("ITT") of the Procuring Entity's Tendering document.

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our

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

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

_____	_____
[Date]	*[Signature of the Guarantor]*
_____	_____
[Witness]	*[Seal]*

Tender Securing Declaration Form

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

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

To: *[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
   a) our receipt of a copy of your notification of the name of the successful Tenderer; or
   b) thirty days after the expiration of our Tender.

4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: Capacity / title (director or partner or sole proprietor, etc.) Name: Duly authorized to sign the bid for and on behalf of: *[insert complete name of Tenderer]*

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

Self - Declaration Forms

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENTAND ASSET DISPOSALACT 2015.

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

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

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

Bidder Official Stamp

FORM SD2

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

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

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

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

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

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

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

(Title) Signature) (Date)

Bidder's Official Stamp

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

1. Purpose

2. 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.

3. Requirements

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

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

1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
2) A person referred to under subsection (1) who contravenes the provisions of that 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 direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

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

a. Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
    i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
    ii) "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
    iii) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
    iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
    v) "Obstructive practice" is:
        - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false

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

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

b. Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
"Fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

c. Rejects a proposal for 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),

[1] *1For 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*.

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.

.

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

Technical Proposal:

Provide a description of the sections detailed below

1. Site Organization
2. Method Statement
3. Mobilization Schedule
4. Construction Schedule
5. Contractor's Equipment
6. Personnel
7. Others

Technical Proposal Forms

Site Organization

Site Organization

Method Statement

Method Statement

Mobilization Schedule

Mobilization Schedule

Construction Schedule

Construction Schedule

Contractor's Equipment
Form EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer. The Tenderer shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Type of Equipment*		
Equipment Information	**Name of manufacturer**	**Model and power rating**
	Capacity*	**Year of manufacture***
Current Status	**Current location**	
	Details of current commitments	
Source	**Indicate source of the equipment** ☐ **Owned** · **Rented** · **Leased** · **Specially manufactured**	

The following information shall be provided only for equipment not owned by the Bidder.

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

Proposed Personnel

Form PER – 1

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III, Evaluation and Qualification Criteria. The data on their experience should be supplied using the Form below for each candidate.

1.	**Title of position**
	Name
2.	**Title of position**
	Name
3.	**Title of position**
	Name
4.	**Title of position**
	Name
5.	**Title of position**
	Name
6.	**Title of position**
	Name
etc.	**Title of position**
	Name

Resume of Proposed Personnel

Form PER - 2

The Bidder shall provide all the information requested below. Fields with asterix (*) shall be used for evaluation.

Position*		
Personnel Information	**Name ***	**Date Of Birth**
	Professional Qualifications	
Present Employment	**Name Of Employer**	
	Address Of Employer	
	Telephone	**Contact (Manager/Personnel Officer)**
	Fax	**E-Mail**
	Job Title	**Years With Present Employer**

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

From*	To*	Company, Project, Position, and Relevant Technical and Management Experience*

Others

Bidder's Qualification

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

Tenderer Information Sheet

Form ELI - 1.1

Tenderer Information Form

Date: _____

ITT No.: _____

ITT Title: _____

Page _____of _____pages

6. Tenderer's Name:
7. In case of Joint Venture (JV), name of each member:
8. Tenderer's actual or intended country of registration: 9. [indicate country of Constitution]
10. Tenderer's actual or intended year of incorporation:
11. Tenderer's legal address [in country of registration]:
12. Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
13. Attached are copies of original documents of ♦ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6 ♦ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 ♦ In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: □ Legal and financial autonomy □ Operation under commercial law □ Establishing that the Tenderer is not under the supervision of the Procuring Entity 14. Included are the organizational chart and a list of Board of Directors.

Party to JVCA Information Sheet

Form ELI - 1.2

Date: _____

ITT No.: _____

ITT Title: _____

Page _____of _____pages

1. Tenderer's JV name:
2. JV member's name:
3. JV member's country of registration:
4. JV member's year of constitution:
5. JV member's legal address in country of constitution:
6. JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
7. Attached are copies of original documents of ♦ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6. ♦ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 3.8. 8. Included are the organizational chart and a list of Board of Directors.

Historical Contract Non-Performance

Form CON - 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No.: _____

ITT Title: _____

Page _____of _____pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur during the stipulated period specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1. ☐ Contract(s) not performed during the stipulated period specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3. ☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of	**Amount in**	**Contract Identification**	**Total Contract**

dispute	**dispute (currency)**		**Amount (currency), Kenya Shilling Equivalent (exchange rate)**
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: __ Status of dispute: _____	
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
□ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. □ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)**

[insert year]	*[insert 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]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Entity" or "Contractor"]* Reason(s) for Litigation and award decision *[indicate main reason(s)]*	*[insert amount]*

Financial Situation

Historical Financial Performance

Form FIN - 3.1

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No.: _____

ITT Title: _____

Page _____of _____pages

Type of Financial information in_____	**Historic information for previous _____*years,*** **_____ (amount in currency, currency, exchange rate*, USD equivalent)**				
	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					

Type of Financial information in_____	**Historic information for previous _____*years,*_____ (amount in currency, currency, exchange rate*, USD equivalent)**				
	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

- Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:
  - Must reflect the financial situation of the Bidder or partner to a JVCA, and not sister or parent companies
  - Historic financial statements must be audited by a certified accountant
  - Historic financial statements must be complete, including all notes to the financial statements
  - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

Average Annual Turnover

Form FIN - 3.2

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No.: _____

ITT Title: _____

Page _____of _____pages

Annual Turnover Data (Construction Only)			
Year	**Amount Currency**	**Exchange rate**	**Kenya Shilling equivalent**
[indicate year]	*[insert amount and indicate currency]*		
Average Annual Construction Turnover *			

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

* Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2, divided by that same number of years.

Financial Resources

Form FIN - 3.3

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

No.	Source Of Financing	Amount (Kenya Shilling Equivalent)
1.		
2.		
3.		
4.		

Current Contract Commitments/Works in Progress

Form FIN - 3.4

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

No.	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month)]
1.					
2.					
3.					
4.					
5.					
6.					

General Experience

Form EXP - 4.1

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No.: _____

ITT Title: _____

Page _____of _____pages

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

- List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

Specific Experience

Form EXP - 4.2(a)

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No.: _____

ITT Title: _____

Page _____of _____pages

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

Specific Experience (cont.)

Form EXP - 4.2(a) (cont.)

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No.: _____

ITT Title: _____

Page _____of _____pages

Specific Construction and Contract Management Experience (cont.)

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

Specific Experience in Key Activities

Form EXP - 4.2(b)

Construction Experience in Key Activities

Tenderer's Name: _____

Date: _____

Tenderer's JV Member's Name _____

Sub-contractor's Name[3] (as per ITT 34): _____

ITT No.: _____

ITT Title: _____

Page _____of _____pages

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

1. Key Activity No One:

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			**Kenya Shilling**	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				

[3] If applicable

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

2. Activity No. Two

3.

Specific Experience in Key Activities (cont.)

Form EXP - 4.2(b) (cont.)

Tenderer's Name: _____

Date: _____

Tenderer's JV Member's Name _____

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

ITT No.: _____

ITT Title: _____

Page _____of _____pages

Similar Contract No. [insert specific number] of [insert total number of contracts] required	**Information**
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III, Evaluation and Qualification Criteria:	
Amount	
Physical size	
Complexity	
Methods/Technology	
Physical Production Rate	

[4] If applicable

2.0 PART 2: EMPLOYER'S REQUIREMENTS

2.1 Section V. Requirements

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Technical Specification

Specifications

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Project Manager's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Project Manager at least 28 days prior to the date when the Contractor desires the Project Manager's consent. In the event the Project Manager determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

TECHNICAL SPECIFICATION GENERAL

Description of the Works:

The contract work includes:

- **Drilling and Construction of the Borehole**
- **Borehole Test Pumping**
- **Equipping of the Borehole**
- **Supply and Installation of Solar Panels**
- **Construction of Steel Water Tower**
- **Supply and Installation of 10,000 Approved Plastic Water Storage Tank**
- **Construction of Water Kiosk**
- **Construction of Pit Latrines**
- **Construction of Cattle, Sheep and Goats Water Troughs**
- **Conveyance and Plumbing Works**
- **Construction of Auxiliary Structures**

The Borehole is Located in **Dadach Yaluran, Mandera South Constituency, Mandera County**

Provision of Equipment Material and Labour:

The contractor shall provide all equipment, transport consumable materials and labour necessary for the satisfactory completion of the works in compliance with the specifications herein. The Project Manager reserves the right to inspect plant and materials prior to contractor selection, and may reject plant or material that in his/her opinion is substandard or inappropriate. The contractor shall provide full descriptions of all plants to be deployed for these works. The contactor shall present method statements describing in detail the proposed approach to work.

The contactor shall provide summary detail of the experience of key personnel to be deployed for these works.

Occupation Of Site:

The employer will provide land on which the works shall be constructed. The contractor shall be given possession of such parts of the site that he requires

for activities related to construction works including storage of raw materials, equipment and setting up of camp during the period of contract provided his operation does not interfere with the daily activities of the employer.

The Contractor shall not enter upon or occupy with men, tools, equipment and materials any land other than the land or right of way provided by the employer

Diligent Performance:

The contractor shall at all times perform the Works diligently and in accordance with sound professional practice. He/she shall not proceed from one stage of works to another without the express permission of the Project Manager

Decisions regarding Temporary halt, discontinuing of any element or part of any element of these works, or abandonment of these works, shall be discussed jointly between the contractor and the Project Manager before any further actions are authorized by the Engineer. The Project Manager's decision shall be final.

The Engineer will require a written submission justifying any steps taken by the successful bidder taken without the Project Manager's approval. An unsatisfactory explanation shall lead to non -payment for works undertaken without prior agreement, and may be included for consideration as liquidated Damages.

Drawings:

The project drawings shall comprise:

(a) The drawings attached to tender documents
(b) Such other drawings and/or sketches as are issued from time to time by the Project Manager to deal with design modifications in response to on-site conditions.

Record Drawing:

As the work proceeds the Contractor shall markup 'As Built' details on a set of prints of the contract Drawings modified to portray the works as actually constructed and issue to the Project Manager for approval within 7 days of completion of the works covered by each drawing.

Level Datum:

The Project Manager will establish on site temporary benchmark and will assign a value to it. The Contractor shall establish and maintain such additional benchmarks as are necessary; the form of such benchmarks shall be approved by the Project Manager.

Contractor's Staff, Communication, Offices etc.:

General

The contractor shall advice the Project Manager at which of his offices any notices may be served in accordance with the conditions of contract.

Language of Correspondence and Records:

All communication from contractor to the Project Manager and the Project Manager shall be in English language.

All site books, time sheets, records, notes drawings, documents, specifications etc. shall be in English language

Contractor's Duty Staff & Offices:

At least one responsible senior representative of the contractor shall be immediately available at all times and he shall be on site during normal working hours.

To such representative shall be delegated full authority to confer with Project Manager and to take all steps and to issue all those instructions which may be required in an emergency to ensure the safety of all personnel of the works and of all the Employer's and other property on the site and in the immediate vicinity thereof. The Project Manager may from time to time at his discretion after taking into consideration all the prevailing conditions allow some relaxation of this clause but such relaxation shall be made only with his written permission and subject to any special conditions which he may then require.

The contractor shall provide and maintain at the site, offices for the use of representative and to which written instructions by the Project Manager can be delivered. Any instructions delivered to such offices shall be deemed to have been delivered to the contractor.

Public Relations:

The contractor shall designate within his site organization competent staff

whose responsibility shall be to ensure good relations.

The location of all yards, stores, workshops, offices, etc. shall be agreed beforehand with the Project Manager and shall be such as to avoid obstruction and nuisance to public and/or the client.

The contractor shall provide and maintain at or near the site suitable and sufficient shelters, mess rooms, washrooms, latrines etc. as are necessary and customary, to the satisfaction of the Project Manager Project Manager and in accordance with the law and regulations of the relevant authorities.

Accommodation for Workmen:

Where the contractor wishes to construct camp to accommodate his labour, the following requirements shall be adhered to and shall also be subject to the requirement made by the District or Provincial Administration or any local Authority.

Demolition of Contractor's Temporary Structures

The Project Manager may at any time before the end of the period of maintenance give the contractor notice in writing to demolish and remove

those buildings and works which are no longer required, whereupon the title to such buildings and works and materials connected therewith shall revert to the contractor. After the demolition and removal of building and works as required by the Project Manager and contractor shall level, clear, restore and make good the sites and surrounding ground and fill in and compact all latrines, drains, pits and similar works leaving the satisfaction of the Project Manager.

First Aid Outfits:

The contractors shall provide and maintain in an easily accessible place at the site of the works adequate first aid outfits for the whole duration of the contract, to the satisfaction of the Project Manager. The contractor shall have available at all times a suitable vehicle for conveyance of the sick or injured people to hospital.

Protective Clothing:

The contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary.

Inspection by Project Manager during Period of Defects Liability:

The Project Manager will give the contractor due notice of his intention to carry out any inspection during the period of Defects Liability and the contractor shall hereupon arrange for a responsible representative to be present at the times and dates named by the Project Manager. This representative shall render all necessary assistance and take note all matters and things to which his attention is directed by the Project Manager.

Advertisement:

No advertisements shall be placed on any boarding or scaffolding erected for any purpose connected with the contract without the written permission of the Project Manager.

Site investigations:

(a). Ground levels shown on the drawings are believed to be correct. Should the contractor consider the levels shown to be inaccurate he must draw the attention of the Project Manager to the discrepancy before interfering with the existing ground.

(b). The Contractor must make such site investigations as he thinks fit and satisfy him/her as to the nature of the ground and availability of materials.

Work Programme:

The contractor shall submit a work programme showing the sequence and timing of the various stages in the execution of the works as per the conditions of contract.

Facilities for the Project Manager:

The Contractor shall provide for the Project Manager or his representative:

(a). Such instruments as are necessary to enable the Project Manager to check the setting out and make such inspections as he may deem necessary.
(b). Such labour and assistance as may be required.
(c). Any facilities necessary to enable the Engineer to take samples
(d). Provide a temporary site office during the contract period.

Testing Facilities:

(a). The Contractor shall provide laboratory facilities on site suitable for

carrying out tests as shown: -

(i.) Concrete

- Slump
- Crushing strength

(ii.) Aggregates

- Particle Size
- Impurities

(b). Should the contractor so wish he may make arrangements for the necessary tests to be carried out by a Laboratory to be approved by the Project Manager.

Water Supply:

The contractor will arrange to provide water for use in the camps and on the works. The Contractor must provide any treatment necessary to ensure it is suitable for use as in accordance to health regulations.

Electrical Supply:

The Contractor must provide his own source of electricity if he so requires.

Security:

The Contractor will be responsible for the security of the Works and of site installations during the Contract period. He must provide such fencing, watching & lighting as he deems necessary.

Description of the Materials and Workmanship:

The following apply to all section's hereafter.

(a). Materials

Materials, commodities, components and equipment are to be new and unused unless otherwise specified. Handle, store, fix and protect all commodities with care to ensure that they are in perfect condition when incorporated into the work and handed over on completion.

(b). Manufacturer's recommendation

Handle, store and fix every commodity strictly in accordance with the printed or written recommendations of the manufacturer and/or supplier. Supply the Project Manager with copies of the manufacturer's recommendations. Inform the Project Manager if the manufacturer's

recommendations conflict with any other specified requirements, and obtain his instructions before proceeding.

(c). Standards

Where commodities or workmanship are specified by reference to Kenya Bureau of Standards (K.S.), or British Standards (B.S.) or Codes of Practice (C.P.) or International (I.S.O.), or other standards, such standards are deemed to be the latest published at the time of tendering. The Contractor will be deemed to have read and understood the standards specified, and no claim for want of knowledge will be allowed. The substitution of commodities or standards of workmanship complying with other standards may be allowed at the discretion of the Project Manager, but application for permission for such substitution must be made in writing in sufficient time to allow adequate investigation. Obtain Certificates of Compliance with standards and supply to the Project Manager on request.

(d). Local conditions

All materials, commodities, components and equipment must be suitable for use in tropical climates.

Samples:

The Contractor shall submit to the Project Manager samples of materials to be used in the works; the samples must be fairly representative of the bulk to be supplied. Samples should be subject to relevant tests before submission and Test Certificates should accompany the samples.

Clearing Site on Completion:

The site, including borrow pits and spoil dumps shall be carefully tidied up on completion, and shaped to avoid ponding, holes, and dangerous slopes. The borrow pits and spoil dumps must be covered with topsoil neatly trimmed and the whole site left in a tidy and satisfactory condition.

EARTHWORKS

Clearing in General:

Clear the area of the permanent works, and borrow pits of all vegetation and destroy by burning or otherwise.

Stripping Top Soil:

N/A

Excavation and Classification:

Excavation shall be carried out to the lines and levels shown on the drawings or to such other lines and levels as the Engineer may direct.

Excavation in excess of the lines and levels shown on the drawings or without the approval of the Engineer will be rectified by the Contractor at his expense in a manner approved by the Engineer.

Any patches of unsuitable ground in the bottom of the excavations shall be excavated to such additional depth as the Engineer may direct.

Excavated material shall be taken to embankment fill or to spoil tip as the Engineer may direct.

Excavation must be kept dry and the sides supported as necessary. Excavation classification shall be as in the Ministry of Works Standard Specification (MOWSS) Section 5.

Class 1 "Rock" or "Hard Material" shall include all materials which in the opinion of the Project Manager requires blasting or the use of metal wedges or the use of compressed air drilling for its removal or cannot be extracted by ripping with a tractor of less than 180 hp. and rear mounted heavy ripper. Individual boulders greater than 0.2 m^3 in volume shall be included in this class when their nature and size are such that they cannot be removed without recourse to one of these methods.

When a portion of excavation contains 75% or more by volume of boulders of this order such portion shall be considered as class 1 material throughout.

Class 2 "Normal" or "Soft Material" shall include all material, which, in the opinion of the Engineer, does not require blasting and metal wedges and sledge hammers, or compressed air drilling or rooting or ripping.

It shall include wearing course gravel stones and boulders less than 0.2 m^3 in volume that can be removed without recourse to these methods.

Class 3 "Compacted Gravel" or "Decomposed Rock" shall include all material such as consolidated murram and decomposed stratified rock, stones or boulders less than 0.2 m^3 in volume which are harder than "soft" or "normal" material in that they may be extracted by ripping as defined in Class 1, or in confined spaces by hand excavation using compressor tools, provided all other reasonable steps to the satisfaction of the Project Manager have been taken to facilitate the removal by other methods.

"Waterlogged Material" material (Class 2 and Class 3) that is excavated in a waterlogged condition and necessitates de-watering and pumping operations, provided all reasonable precautions have been taken by the contractor to dewater the material to the satisfaction of the Project Manager.

Blasting:

The prior approval of the Project Manager must be obtained and the methods approved if the Contractor wishes to remove rock by Blasting. The handling and use of explosives must comply with the explosives act or the department of mines and geology regulations. All necessary precautions to prevent injury or Damage to person or property must be taken. Generally blasting on the Weir site is to be avoided.

Borrow Areas:

N/A

Spoil Tips:

Surplus or unsuitable materials are to be disposed of in spoil tips to be approved by the Project Manager. Spoil tips must be neatly graded, properly drained, and have stable slopes and a tidy appearance.

Earthfill:

N/A

Compaction of Earthfill:

N/A

BOREHOLE DRILLING AND CONSTRUCTION

BOREHOLE DRILLING GENERAL:

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Project Manager's prior review and written consent.

This contract comprises the drilling, construction, development, test pumping and water quality analysis.

REGULATIONS AND STANDARDS:

The borehole shall be drilled at the site identified by the investigating hydro-geologist and confirmed by Project manager. It shall be drilled to a depth specified in the hydrogeological survey report. It shall be drilled through all strata encountered.

The Employer will acquire the relevant permits and Government authorizations.

MOBILIZATION, DEMOBILIZATION AND RESTITUTION:

(a). The Contractor shall mobilize to the site in accordance with the Agreed Programme. The sum for mobilization/demobilization shall include transportation of machinery, erection, dismantling and preparation of temporary camp as the Contractor deems necessary, provision of drilling and development fluids (bentonite, foam, and water), water for camping, personnel sanitary facilities.

(b). The Contractor shall minimize disturbance to neighbouring plots. This shall particularly include ensuring that bailed fines and pumped test water are discharged in a manner that does not create a nuisance either to the public

or private property.

(c). Site re-instatement under the conditions of contract shall include the removal of all hydrocarbons spilled, leaked or otherwise released and associated packaging and cotton waste. Site re-instatement is deemed an integral part of mobilization. This activity shall be costed taking into account the items above and expressed as a lump sum.

DRILLING:

(a). Unless otherwise approved by the Project Manager, drilling shall be by the air hammer method, or by flush rotary drilling method. Drilling shall continue through all strata encountered. Drilling fluids and additives used must be approved by the Project Manager prior to use. The Contractor shall provide the appropriate tools and equipment and maintain them in good condition capable of operating to the manufacturer's rating to ensure a smooth, straight hole.

(b). Drilling shall continue to the stipulated total depth at a minimum diameter of 205mm (8 inches) to provide for a finished borehole of a cased internal diameter of 152mm after allowing for 50mm thick gravel pack and temporary casings as found necessary. The Project Manager reserves the right to stop drilling operation if he considers that further drilling is unlikely to be advantageous. In this event payment shall only be made for the amount of work actually executed.

(c). All materials used in the borehole construction other than temporary works shall comply with the relevant standard specifications. A tolerance in dimensions will be permitted provided that the material quality is not inferior to specification and work is in no way impaired.

(d). The boreholes shall be drilled straight and vertical.

SAMPLE COLLECTION, STORAGE AND RECORD KEEPING:

(a). **Samples** of the drill cuttings returned to the surface shall be collected at two (2) meters intervals, dried and bagged. Each bag shall be clearly marked with the sample depth interval and borehole number. The Contractor shall record the depth and any zone of lost circulation for which no sample was taken.

(b). The Contractor shall maintain a log of the penetration rate on a Metre-by-Metre basis, in minutes per meter drilled. A stopwatch shall be used for this purpose so that only the net drilling time is recorded, excluding any time taken in drilling disruptions.

(c). The depth of any voids, or of particular rapid penetration, or significant changes in rig noise shall also be noted.

(d). Water level shall be measured and recorded at the start and end of every shift, after significant breaks in activity (such as meal breaks), and during periods of plant downtime (as appropriate). The water levels shall be measured using a sounding and/or lighting dipper approved for use by the Project Manager.

SUPPLY AND INSTALLATION OF CASINGS AND SCREENS CASING AND SCREEN SPECIFICATIONS:

(a). Casings shall be new, 152mm (6 inches) internal diameter, black pipe class B, with a minimum wall thickness of 4.0mm in 6meter lengths.

(b). Mill slotted screens shall be constructed from new 152mm internal diameter black pipe class B with a minimum wall thickness of 4.0mm. Slots shall not exceed 1.0 mm in width, and should constitute not less than 6.0% open space area. Gas slotted casing screens are not acceptable.

CASINGS AND SCREEN INSTALLATION:

(a). Before installation of the casings and screens, the Contractor shall ensure that the hole is clear to the total depth and shall flush out any backfilled materials present. The Project Manager shall provide the design of the casings and screens string prior to installation by the Contractor.

(b). Casing jointing shall be by either flush square-section threading or tree pass electric arc welding. Screens may be welded to casing, or screw-jointed by means of flush square-section threads. Externally socket joints may be welded to the casing, or screw-jointed by means of flush square-section threads. Externally socketed joints will not be accepted. Where screwed joints are deemed by the Project Manager to be below standard, joint shoulders shall be spot welded at 900mm interval around the casing circumference at no extra cost. If screens and casing are to be welded,

the appropriate welding electrode must be used.

(c). During welding, casing and screen lengths must be held absolutely vertical in order to ensure a plumb installation. All joints to be welded must be levelled at the butt end; three continuous weld passes must be made to ensure a sound joint and the oxide coating be removed before the second and third passes.

(d). Burn-through and subsequent deposition of metal on the inside of the casings and screens must be avoided. The base of the casing shall be sealed, unless otherwise directed by the Project Manager, with a circular plate of black pipe class B of thickness not less than 4.0mm (1/4 inch) fixed with a continuous weld to the casing strip. The appropriate welding electrode shall be used. The weld passes will be made, with oxide coating removed prior to the second and third passes. The top of the casing straight shall terminate not less than 600mm above the highest recorded level of ground at the site.

(e). The contractor shall be responsible for the provision of temporary casings as necessary, including the insertion and removal. Where the Project Manager deems it necessary to have temporary casings left in the borehole as a measure of securing the borehole, this will be indicated in the item for other works in the bill of quantity.

ADMISSIBLE RATES:

(a). Rates shall be expressed as supply and installation of casing or screen per Unit Linear Metre.

SUPPLY AND INSTALLATION OF GRAVEL PACK SPECIFICATIONS:

(a). The Contractor shall supply and install filter pack/formation stabilizer. The material shall be 2-4 mm diameter, clean well rounded riverbed siliceous gravel with no more than 5.0% non-siliceous material. The pack must be approved by the Project Manager prior to installation. Granular calcium hypochlorite will be introduced into the annular space along the pack material at a concentration of 500 grammes per cubic metre of pack.

The gravel pack shall be placed in the production boreholes to a

thickness of 50mm around the casing up to where all screen zones are covered with the gravel as per the Project Manager's satisfaction.

This will initiate the process of sterilizing the wellbore. The Contractor shall provide the Project Manager with the bulk density of the pack material (Kg/M^3).

(b). Installation of the filter pack/formation stabiliser may be water wash down or reverse circulation methods. In the latter case a pump set or airlift string shall be installed in the bore so as to encourage material settlement. The filter pack shall terminate not less than 3.0 metres above the uppermost screen when stabilized, or as otherwise directed by the Project Manager. The Contractor shall provide a means by which this level shall be measured.

ADMISSIBLE RATES:

Rates shall be expressed as supply and installation of gravel pack per Unit Cubic Metre.

INSTALLATION OF BACKFILL SPECIFICATIONS:

(a). Backfill material shall comprise of fine clayey drill cuttings and shall be installed from the top of the filter pack to 3.0 metres below ground level unless otherwise directed by the Project Manager. The installation method must ensure that no bridging occurs within the annular space.

(b). The Contractor shall measure the depth to the top of the backfill and provide the means by which this level may be measured.

ADMISSIBLE RATES:

Rates shall be expressed as installation of backfill per Unit Linear Metre.

DEVELOPMENT:

Development shall comprise both Physical and Chemical development, and shall include the following operations: -

BOREHOLE CLEANING:

(a). The Contractor shall clean the borehole to its "completed depth" using any of the methods listed below or as otherwise authorized by the Project

Manager: -

- By bailer with percussion drilling rig
- By means of airlift, which may use a light or stable foam to assist in the removal of materials from the borehole.
- By means of educator airlift, with or without light or stable foam.

(b). Bailers and other down whole plant shall adopt diameter limits of half a normal size or smaller (12.5mm or ½ inch) than the smallest casing or screen diameter.

(c). Water levels shall be measured and recorded at the start and end of every shift, at significant breaks in activity (such as meal breaks), and during periods of plant downtime (as appropriate). Water levels be measured using a sounding and/or lighting dipper previously approved by the Project Manager.

(d). The borehole shall be deemed clean when measured drilled depth has been reached and when insignificant or no materials is removed from the base of the borehole. Cleaning costs shall be expressed as a rate Per Hour.

CHEMICAL DEVELOPMENT:

(a). When the Project Manager has deemed the borehole clean; he may instruct the Contractor to commence with Chemical development. Chemical development shall comprise of an approved Polyphosphate as a disaggregate that shall break down the silty concentrations, any build up clay or silts, or other fine materials within and adjacent to the borehole. The decision as whether chemical development shall be adopted and what dosage rates shall be made by the Project Manager.

(b). Typical dosage shall comprise of powdered Sodium Hexameta phosphate dissolve in hot water. The polyphosphate shall be dosed at 10 to 15 Kg/m3 of water depending on the concentration of clays in the aquifer matrix. This shall be mixed with calcium hypochlorite at a dose of 200grammes per cubic metre to inhibit bacteria activity. The volume of polyphosphate dosed water shall be one and a half times the Volume of water within the screen section.

(c). Both polyphosphate and added water shall be introduced by means of a pipe, the bottom end of that shall be located in the middle of the screen section of the borehole. The Contractor may get the liquids into the screened section using a jetting head if he wishes.

(d). After dosing, the borehole shall be left overnight to allow disaggregation to occur. The borehole shall then be subject to physical development.

(e). Chemical development costs shall be expressed as an Hour rate, and include all labour and materials (including clean water) required for the operation. Chemical development undertaken by a Contractor familiar with the technique shall take no longer than three (3) hours.

PHYSICAL DEVELOPMENT:

(i.) Physical development may adopt any of the commonly used methods, including but not necessarily restricted to the following: -

- Surging
- Bailing
- High Velocity Water Jetting
- Airlift raw hiding
- Airlift raw hiding with educator pipe.

(ii.) Development shall be considered complete when the water discharged is clear and contains no more than an estimated 5 parts per million of suspended solids and the borehole has been restored to the cleaned total depth or as otherwise directed by the Project Manager.

(iii.) The Contractor shall describe the method he proposes to adopt and the plant required for physical development in his method statement. **Over pumping** shall not be considered a development method. The rate submitted by the Contractor for physical development is deemed to include installation and removal of necessary plant. The quantities given in the bills of quantities only apply to actual development time. Costs for physical development shall be expressed as an Hour Rate.

AQUIFER TESTING:

Borehole testing will be conducted according to British Standard BS 6316

(1992) (Code of Practice for Test Pumping of Water Wells). The following elements are required.

- A pre-test
- A step drawdown test
- A constant discharge test
- A recovery test

INSTALLATION, PLANT AND METHODOLOGY:

Pumping plant and dipping tube shall be installed in the borehole to be tested. The Contractor shall investigate and agree with the Project Manager the anticipated discharge and pump intake depth.

PUMPING PLANT:

(i.) Pumps used for test pumping may be electrical submersible or surface-mounted turbine pumps or reciprocating pumps.

(ii.) Any pump used in tests must have a fully functioning **non-return valve** either in the pump itself or in the rising main immediately above the top of the pump.

(iii.) The Contractor must have pumps covering the anticipated discharge range.

(iv.) The water pumped from the borehole shall be discharged to waste at a distance and in such a manner that it does not pond or flow back towards the borehole.

(v.) The Contractor must provide a generator or other prime mover for powering the pump, as power is not necessarily available at the sites.

DISCHARGE MEASUREMENT AND CONTROL:

Discharge measurements shall be by an approved accurate method, such as an Orifice Plate, calibrated flow meter or a V-notch weir. If volumetric methods are proposed, the Contractor will ensure the container to be used has been calibrated. When time to fill measurements is made, each discharge measurement shall be calculated from the average of three time measurements. Discharge shall vary by no more than 15%across each step of step drawdown test, and across the constant discharge test.

WATER LEVEL MEASUREMENT:

Water level measurements shall be by electric sounding and/or lighting dipper, and shall be made in a dipper tube installed alongside the test pump rising main and tied securely to it. The Project Manager will check the dipper for stretch and any other inaccuracies prior to accepting its use. Accuracy measurements must not be less than 1.0 cm. Water level measurements using an airline will not be acceptable on the grounds of poor precision.

TIME MEASUREMENT:

All times shall be measured by means of a stopwatch. The Contractor shall ensure that spare batteries etc for all equipment are available prior to commencing tests.

PRE-TEST:

The pre-test will check all equipment, determine the range of discharge for the step drawdown test and set the globe values for the first step discharge rate. Pre-test shall not exceed three (3).

STEP DRAWDOWN TEST:

- The step drawdown test will comprise five (5) steps tests of sixty (60) minutes each, with no recovery phase between successive steps. The step drawdown test shall not start until water level has returned to the true static water level, unless otherwise directed by the Project Manager.

- Typically, individual step discharges would comprise 25%, 50%, 75%, 100% and 125% of the anticipated production discharge rate.

- Discharge increments shall be affected as nearly instantaneously as possible and once set shall not be changed except by instruction of the Project Manager.

- Discharge variations and measurement shall be effected by means of the globe valve and manometer gauge as follows;

- A globe valve of suitable diameter shall control the discharge and on the upstream side of this, not closer than six (6) pipe diameters from the valve, a manometer tapping and gauge will be installed such that it can be clearly seen by any person using the valve. This will be used during the step

drawdown tests for the flow control purposes.

CONSTANT DISCHARGE TEST:

Constant discharge test shall typically last not less than twenty-four (24) hours, or as otherwise determined by the Project Manager. A water sample will be procured towards the end of the test for subsequent analysis by a competent laboratory.

RECOVERY TEST AND REMOVAL OF PLANT:

Recovery tests shall not continue for more than twenty-four (24) hours, or as otherwise directed by the Project Manager. Only after the completion of recovery data collection may pumping and ancillary plant be removed from the borehole, though above ground components may be dismantled during the recovering phase.

ADMISSIBLE RATES:

Rates of pumping and recovery are deemed to include the cost of plant installation and removal. The rates are deemed inclusive of installation, removal, plant use, testing and data collection.

WATER SAMPLING AND ANALYSIS:

- In the closing hour of the constant discharge test a water sample shall be collected for chemical and bacteriological analysis by a competent laboratory. The water samples shall be collected in containers supplied by the laboratory, in the manner conventionally used by the laboratory.

- The Contractor's unit rate of sampling and analysis will include the cost of analysis and transportation to and from the laboratory for the sampling exercise.

BOREHOLE DISINFECTION:

After removal of test equipment, the borehole shall be disinfected with Chlorine/water solution at a concentration of 50 milligrams per litre or greater of free chlorine. This will be sprayed into the borehole so as to ensure that all exposed borehole wall surfaces are coated. In preparing their Tenders, Contractors should allow for one (1) cubic metre of solution per borehole. This item shall be costed as a unit Lump Sum

BOREHOLE HEAD WORKS SANITARY SEAL CASING:

A sanitary seal shall be constructed at the wellhead. This shall comprise the following elements:

- A 3.2 metre length of internal diameter 205 mm (8 inch) plain black pipe class B sanitary steel casing installed around the permanent casing string.
- A grout seal between the 254mm sanitary seal casing and the 152 mm Permanent casing string.
- A 1.0x1.0x1.0 metre reinforced concrete block (Y8/1:2:4) cast around the Sanitary seal casings.
- A lockable steel cap.

GROUT SEAL:

A sanitary ground seal shall be installed between the 152 mm (6 inch) and 205 mm (8 inch) casings and grouted into place. Grout shall be a cement slurry, or cement and fine sand and shall have a density of at least 1175 Kg/lt. This shall be introduced into the annular space from the top of the inert backfill to the ground level, using a method that must be approved by the Project Manager.

CONCRETE PLINTH:

The ground surface at the wellhead shall be excavated to a depth of one (1) metre, and be one metre square, to allow s Concrete Plinth to be cast. The 1.0x1.0x1.0 metre pit will be filled with concrete, to be finished flush with the ground surface. Concrete shall be 1:2:4 OPC: sand: half-inch ballast. This must be cast with two 0.8 metre lengths of 12 mm reinforcing steel bar welded to the 205 mm (8 inch) casing, 0.7 metre below ground level.

TEMPORARY CAP:

The top of the borehole shall be sealed with a cap that shall comprise a round plate of mild steel, of thickness not less than 3.0mm. This will be continuously welded in single pass to the mild steel borehole casing or should be lockable.

RECORDS:

After completion of all works at the borehole, the Contractor shall submit to the Project Manager within four (4) days a complete document with the

following additions: -

- Drilling penetration Log
- Geological Log
- WRMA 009A Borehole Completion Record (Three Complete Sets of Completion Reports shall be submitted.

TECHNICAL LITERATURE:

A Tenderer **must** submit the following information together with the Tender documents to assist in fair evaluation: -

- Technical specifications on drilling rig and other ancillary equipment (make, model, rated capacity etc)
- Particulars and specifications of materials used in the construction of the borehole.
- Any other information the tenderer may deem is important in evaluation as well as BOOSTING his/her chances of winning the tender.

ELECTRO - MECHANICAL WORKS SPECIFICATIONS ELECTRICAL WORKS REGULATIONS AND STANDARDS:

The complete solar installation shall be carried out by a competent Contractor and in accordance with the specifications and compliance with the following;

(a). Kenya Bureau of Standards
(b). Regulations for the Solar/Electrical Equipment of Buildings (Latest Edition) issued by the Institution of Electrical Engineers of Great Britain.
(c). IEC standards.
(d). Electric Power Act and the Rules made there under.
(e). Kenya Power & Lighting Co. Ltd Regulations and Bye-Laws.
(f). Government Electric Specifications GES 1 and 2 which can be viewed at the office of the Chief Electrical Engineer, Ministry of Roads, Public Works and Housing.
(g). Industrial Safety Regulations currently in force.

SWITCH GEAR PANELS, DISTRIBUTION BOARDS ENCLOSURES, INSTRUMENTATION PANELS, STARTER PANELS, BUS-BAR CHAMBERS, CONSUMER UNITS, JUNCTION BOXES AND OTHER ELECTRICAL ENCLOSURES:

Unless otherwise specified, all shall be surface mounting, water tight, corrosion resistant, vermin-proof, termite-proof, dust-proof and resistant to attack by oils and grease. They shall be fabricated from heavy gauge 14swg, folded, spangled, galvanized and rust protected sheet steel of minimum thickness 1.5mm. They shall be finished in a two tone, heat resistant, non-peeling-off stoved gray enamel paint or epoxy powder coating.

ELECTRIC CABLES:

Unless otherwise specified, all cables shall be made of copper material and conform to BSS 5004, 500/600 volts grade.

(1) UNARMOURED CABLES
They shall be PVC insulated.

(2) ARMOURED CABLES
They shall be PVC SWA PVC copper cables.

(3) BOREHOLE CABLES
They shall be made from tough flexible rubber material that will not allow water to seep through when submerged in the borehole water.

GS CABLE TRUNKING:

The trunking shall be manufactured from heavy duty hot dip galvanized mild steel sheet of minimum thickness 1.15 mm with screw-in and twist-to lock top lid.

PUMP SET STARTER:

It shall be 3-Phase, 415 V ac, 50/60 Hz Direct-On line. It shall be in a water tight, front access, hinged door, lockable enclosure, comprising of the following components among others fully wired and labelled.

The starter shall be **Telemecanique, ASEA, MEM, Crabtree, Siemens, Klockner-Moeller or Sprecher-Schuh**. It shall be fully wired and 3 No. sets of schematic and control wiring drawings MUST be supplied along with the starter.

- Appropriate rating contactors.
- Appropriate rating thermal overload.
- Start, Stop/Reset push buttons (green marked "START", black marked "STOP/RESET").

- Integral TPN (MCB) type 2.
- 1 No. 50x50mm AC ammeter of appropriate range.
- 1 No. 50x50mm AC voltmeter of range 0-500 vac.c/w protection MCB/ fuse
- Over/Under voltage and phase failure protection relay set at 380 and 440 vac.
- 2 No. Water level control relays.
- Pilot indicator lights (green marked "PUMP RUN", red marked "OVER LOAD TRIPPED", yellow marked 'BOREHOLE LOW', white marked "TANK HIGH" etc.
- Hours run counter range 0-99999 hours.
- Cable terminal blocks of appropriate rating.

BOREHOLE MOTOR:

The motor shall be the two-pole canned asynchronous, 3 phase, 415vac, squirrel cage, induction type, continuously rated and of minimum CLASS "B" insulation.

The entire body including the shaft shall be made of heavy-duty stainless-steel material.

The motor shall be supplied complete with 3 lead copper tail cable.

BOREHOLE PUMPS:

The pumps shall be the high pressure, vertical mounting, multi-stage, centrifugal type running at a full load speed of not less than 2800 rpm.

The entire pump body including the strainer, cable guard, non -return valve, impellers, shaft, locking nuts and washers shall be made of heavy-duty stainless-steel material.

The bearings shall be the water lubricated type, wear resistant. The impeller(s) shall be hydraulically and dynamically balanced. **WATER LEVEL CONTROL ELECTRODES**

All the electrodes shall be made of stainless-steel material **AISI 304 as Omron F03-01, Londex, Asco**or similar approved quality made of stainless steel.

BOREHOLE ELECTRODES:

They shall be of size 6.0 mm diameter and 120mm length (D6x120mm) and in their tough moulded shrouds.

WATER TANK ELECTRODES:

They shall be of size 6.0mm diameter and varying length dependent on the depth of the tank or intended control water levels. They shall be in a circular, water tight, electrically insulated (500 vac) tough moulded enclosures with screw top and knock-outs for 20mm diameter conduit and rubber grommets. The electrodes shall have tough plastic ring separators of size D75x3mm thick fixed at 300mm intervals for the entire length.

BOREHOLE COMBINED PIPE AND CASING CLAMP:

The clamp shall be the heavy-duty type. It shall comprise of 3 pieces; the bottom half clamps to the borehole casing, while the top portion which rests on the top of the casing clamps to the pipe column and holds it centrally in the casing bore.

The clamp covers the bore and so prevents foreign matter falling into the borehole. The clamps shall be made of steel material of minimum thickness 6mm.

BOREHOLE SUNDRIES:

Unless otherwise specified, the words "BOREHOLE SUNDRIES" shall mean the following items to be used in the installation, support and inter-connection of the borehole pump and drop pipes to the rising mains. Unless otherwise specified, the GI fittings shall be of the same diameter as the drop pipes.

- 6 rolls of 6metre water proof adhesive rubber tape.
- 1 No. Tee, 4 No. sockets, 4 No. nipples, 2 No. 90o bends, 1 No. plug.
- 2 No packet of 250mm plastic cable ties
- 4 Litres of Boss black type COLAS RC.

RC CABLE AND PIPE ROUTE MARKERS:

They shall be of size 1100mmLx200mmWx80mmT with the words "POWER CABLE" OR "WATER PIPE" in 40mm height letters mould cast in black indelible colour in the concrete. They shall be caste using Y8 RC concrete of mix ratio (mix ratio 1:3:6).

HATARI TILES:

The tiles shall be used to cover the underground armoured cables for protection against mechanical damage. They shall be of size 300mmLx150mmWx30mmT with the word "HATARI" in 40mm height letters mould cast in the concrete. They shall be pre-cast using concrete of mix ratio (mix ratio 1:3:6).

LIGHTING FITTINGS AND SOCKET OUTLETS LIGHTING FITTINGS:

Unless otherwise specified, they shall be rated so as to operate on single phase, 220-240vac, 50/60 Hz power supply mains.

INDOOR LIGHTING FOR OFFICES:

Unless otherwise specified, they shall be the energy saving type, 1200mm single fluorescent fitting as Thorn, Crab-Tree or Philips, power factor compensated and complete with choke, tube and starter.

NOTE:

Pump house lighting shall be water tight and corrosion resistant to water.

EXTERNAL WALL FITTED LIGHTING FITTINGS:

Unless otherwise specified, the fittings shall be the tungsten bulkhead type, Thorn, Crab-Tree or Philips IP65, dust-tight and jet-proof and rated 100 watts. The body shall be made of pressure die cast aluminium material and stoved with light gray enamel paint.

The diffuser shall be patterned mould glass bowl with captive vandal-proof nylon retaining screws, gasket seal to glass and heat resistant cable sleeves.

GS BOREHOLE PROTECTION COVER:

The cover shall be all weather-proof, rectangular in shape with pitched top (3^{o}). The cover shall be fabricated from hot dip galvanized heavy gauge (16swg) sheet steel plate of minimum thickness 1.75mm. It shall have GS solid handles and pad locking facilities on the opposite sides. The cover shall be in an L-SHAPED steel frame (25x25x2.5mm thick).

WIRING METHODS OF ELECTRICAL INSTALLATIONS AT MEDIUM AND LOW VOLTAGEE:

SYSTEM "A"

Plastic insulated cables enclosed in screwed steel conduit or trunking on the

surface of walls and ceilings or in the roof space.

SYSTEM "B"

Plastic insulated wires armoured cables laid on the surface of walls, cable trays, in cable trenches or ducts.

SYSTEM "C"

Plastic insulated cables clipped to the roof members and run in metal or plastic conduit drops concealed in walls or ducts formed in the fabric of the building.

PERFORATED CABLE TRAYS:

The tray shall be U-shaped, fabricated from hot dip galvanized heavy gauge (16swg) sheet steel plate of minimum thickness 1.5mm.

The tray shall have 2 no. GS brackets firmly welded at the back for wall mounting. The perforations shall be 25mmLx2.5mmW spaced at 15mm interval.

CHEQUERED PLATES:

The plate shall be fabricated from hot galvanized heavy gauge (12swg) sheet steel plate of minimum thickness 3.0mm with serrated top side.

SYSTEM BONDING:

All non-conducting metallic parts which form part of the electrical system or are within the vicinity/route of the electrical system shall be effectively bonded to the main earthing system.

EARTHING SYSTEM:

All the electrical installation earthing conductors shall be connected to the earth electrode through an earth lead. The earth lead shall be firmly connected to the electrode by means of the clamp, after which a thin film of grease or Vaseline shall be applied at the clamp area for protection against corrosion.

SOLAR PANNELS (Photo Voltaic Solar Modules):

The contractor shall supply and install solar panels and all the necessary accessories as manufactured by Solar World or Yingli Solar and should comply with the following standards:

- High efficiency multi crystalline solar cells with minimum 15% energy

conversion rates to provide maximum power even under weak lights.

- High transmission rate tempered glass with an anti-reflection coating to increase the power output and provide mechanical strength
- Multi-function water proof junction box for easy connection.
- 25-year power output warranty.

ELECTRICAL /SOLAR INSTALLATION TEST RESULTS:

The Contractor shall at the end of the electrical installation work carry out electrical tests on the system and ensure that the results are compliant with the I.E.E. Regulations and Kenya Power & Lighting Co. Ltd Regulations and Bye Laws currently in force before the system performance tests are carried out.

Electrical parameters to be tested are;

- Insulation between phases …… Mega ohms
- Insulation between phases and Earth …… Mega ohms
- Earth continuity test …….. Ohms
- Earth Electrode test …….. Ohms
- Earth loop impedance test …… Ohms
- Earth lead test …….. Ohms

AVAILABILITY OF SPARE PARTS:

The Contractor shall indicate local registered companies which stock spares and carry out repairs/ maintenance of the equipment installed (solar panels, motor, pump starter etc.).

TECHNICAL LITERATURE:

(a). The bidder **MUST** submit adequate technical literature to assist in evaluation. The literature information shall INCLUDE;

- Performance curves for the pump set (CAPACITY VS HEAD, EFFICIENCY, and POWER CONSUMPTION etc.).
- Make, type model and country of origin of the pump, motor, pump starter etc.
- Specifications of materials used in the construction of the components of the pump, motor etc.
- Any other information the bidder may deem is important in

evaluation as well as BOOSTING his/her chances of winning the bid.

(b). The winner of the bid must submit the following;

- 1 No. set of the User Manual for the pump set.
- Written Warranty document of minimum 12 months for the pump set, starter etc.
- 1No.SET of original film and 3 No. SETS each of as-fitted electrical schematic drawings, control wiring drawings for main switch gear, pump starter, cabling and water pipe lay out between borehole and tank.

TANKS, SUPPORT STRUCTURES AND ANCILLARY'S REGULATIONS AND STANDARDS:

The complete work shall be carried out as per the specifications and complying with the following regulations and standards:

(a). World health Organization Safety Regulations and Standards

(b). Kenya Bureau of Standards

TECHNICAL SPECIFICATIONS TANK:

(a). The tank shall be cylindrical in construction, vertical mounting with a strong base. It shall be non-toxic and non-absorbent. It shall be made from high density polyethylene plastic material, extruded with minimum 2% carbon black for long lasting. The process of manufacture shall be 100% free stress and provide a final seamless product that does not leak, does not impart any taste or residue.

(b). The tank shall be double layered and ribbed (inside white and outside black). The tank shall be resistant to chemicals, sunrays. The tank shall be supplied complete with water tight GI pipe connection firings fitted in position and lockable top lid.

TANK SUPPORT TOWER ASSEMBLY:

The tank support tower shall be able to support the weight of the tank full of water, with a safety factor of 1.5.

(a). TOWER COLUMNS

The tower columns shall be four (4) in number. The columns shall

be constructed from 100x100x 4mm SHS as per the drawings.

(b). TANK SUPPORT PLATFORM

The platform shall be made of 150x100x3mm RHS with a chequered plate on top of the steel members.

(c). PERIPHERY WALK WAY, GUARD RAILS

The periphery walk way shall be made from chequered steel plates of thickness 4.0 mm while the guard rails shall be L-shaped steel section of dimensions 32x32x2.5mm thickness, with two welded reinforcement runs of solid steel of diameter 8.0 mm at the middle and top.

(d). ACCESS LADDERS

The access ladders shall be fabricated from solid steel sections of size 38 mm wx4.0mm thicknesses. The steps shall be made from solid steel material of diameter 10mm and spaced at 220mm interval. The ladders shall have semi-circular protection gauges constructed from steel plate strips of dimensions 25mm wx2.5mm thickness welded at 300mm interval up to 900mm above the platform. The gauge will be reinforced using vertical steel plate strips of size 20mm wx2.5mm thicknesses.

(e). WATER LEVEL INDICATOR

The tanks shall be supplied complete with water level indicator assembly comprising of the float ball, wire rope, pulley, position brackets, weight all made of stainless-steel material. The indicator scale shall be made from vitreous enamel material and mounted on GS plate. The scale shall be calibrated in 100mm height black lettering both in litres and cubic metres.

CONCRETE WORKS

General:

(a). Code of practice

All workmanship, materials, tests and performances in connection with the reinforced concrete work are to be in conformity with the latest edition of British Standard Code of Practice (B.S. 8110 for "Structural Use of Concrete") where not inconsistent with these specifications.

(b). Contractor's plant

Not less than 30 days prior to the installation of the Contractor's plant and equipment for processing, handling, transporting, storing and proportioning ingredients, and for mixing, transporting and placing concrete, the Contractor shall submit drawings for approval by the Project Manager, showing proposed general plant arrangements, together with a general description of the equipment he proposes to use.

After completion of installation, the operation of the plant and equipment shall be subject to the approval of the Project Manager.

Materials:

Cement

Cement, unless otherwise specified, shall be Portland cement of the Blue Triangle brand, or Bamburi Portland Cement brand, Mombasa cement brand or any other brand which comply with the requirements of B.S.12 and is approved by the Project Manager. The cement Shall not contain reactive volcanic ash (of not more than 10% of total weight) and the quantity of insoluble residue permitted in B.S. 12 may be exceeded. A manufacturer's Certificate of Test in accordance with B.S. shall be supplied for each consignment delivered to site.

Should the Contractor require using cement of the rapid hardening variety, he shall obtain the approval of the Project Manager and also obtain any instructions regarding the modifications to the preambles caused thereby. Any additional cost that may be caused by the use of the rapid hardening cement shall be at the Contractor's expense.

Cement may be delivered to site either in bags or in bulk. If delivered in bags,

each bag shall be properly sealed and marked with the manufacturer's name and on the site is to be stored in a weather-proof shed of adequate dimensions with a raised floor. Each consignment shall be kept separate and marked so that it may be used in the sequence in which it was received. Any bag found to contain cement

which has set or partly set shall be completely discarded and not used in the Works. Bags shall not be stored more than 1500 mm in height.

If delivered in bulk the cement shall be stored in a weather-proof silo either provided by the cement supplier or by the Contractor, but in either case the silo shall be to the approval of the Engineer.

Aggregates

The aggregates shall conform to the requirements of B.S. 882 and the sources and all types of all aggregates are to be approved in all respects by the Project Manager before work commences.

The grading of aggregates shall be one within the limits set out in B.S. 882 and as later specified and the grading, once approved, shall be adhered to throughout the Works and not varied without the approval of the Project Manager. Fine aggregate shall be clean, coarse, siliceous sand of good, sharp, hard quality and shall be free from lumps of stone, earth, loam, dust, salt, organic matter and any other deleterious substances. It shall be graded within the limits set out in zone 1 or 2 of B.S. 882.

Coarse aggregate shall be good, hard, clean approved black trap or similar stone, free from dust, decomposed stone, clay, earthy matter, foreign substances or friable thin elongated or laminated pieces. It shall be graded within the limits of Table 1 of B.S. 882 for its respective nominal size.

If in the opinion of the Project Manager the aggregate meets the above requirements, but is dirty or adulterated in any manner it shall be screened and/or washed with clean water if he so directs at the Contractor's expense.

Aggregates shall be delivered to the site in their prescribed sizes or grading and shall be stockpiled on paved areas or boarded platforms in separate units to avoid intermixing.

Fine aggregate

Fine aggregate shall be sand free from impurities and complying with British Standard No. 882. Grading zone 2 of Table 2.

Coarse aggregate

Coarse aggregate shall be hard crushed rock free from impurities and complying with British Standard No. 882 "graded aggregate" 20 mm to 5 mm nominal size.

Water

Water for concrete shall be free from impurities, complying with BS 3148

Hardcore

Hardcore for filling under floors shall be good, hard stone ballast or quarry waste, to the approval of the the Project Manager, broken to pass through not greater than a 150 mm ring or to be 75% of the finished thickness of the layers being compacted, whichever is the lesser. Hardcore shall be free from all weeds, roots, vegetable soil, clay, black cotton soil or other unstable materials.

It shall be graded with smaller stones and fine materials to give a dense compact mass after consolidation. Sufficient fine material shall be added to each layer to give gradation of material as necessary to obtain a solid compact mass after rolling. Hardcore filling is to be laid in layers each of a consolidated thickness not exceeding 250 mm. Each layer shall be compacted by at least 8 passes of a 10-tonne smooth-wheeled roller or a 2-tonne vibrating roller until all movement ceases. Sufficient water is to be added to obtain maximum compaction to the the Project Manager's approval. To each layer a 25 mm thick layer of sand complying with the specification of fine aggregate for concrete shall be spread over the surface and forced into the hardcore by the use of a vibrating roller weighing not less than 2 tones. This operation should be carried out when the materials are dry and repeated whilst the sand is well watered. Should all the sand be absorbed the the Project Manager may require a further layer to be applied and the process repeated.

The top surface of the hardcore shall be leveled or graded to fall as required, and shall then be blinded with a layer of similar material broken to 25 mm gauge and finished with a 10-tonne smooth-wheeled roller. The

surface so obtained shall be to the Engineer's approval.

Compacted hardcore

The sub-grade shall be compacted by a smooth-wheeled roller of 8 to 10 tonnes weight or the vibrating roller of minimum 1300 Kg., or other approved plant. The number of coverage shall be at least 10 and there shall be a 50% overlap of successive coverage. If so instructed by the Engineer, water shall be added during compaction to obtain optimum water content. Filling shall be compacted as above but in maximum 200 mm deep layers.

Sand

The sand shall be as described for fine aggregate but that for plastering shall be light in colour and well graded to a suitable fineness in accordance with the nature of work in order to obtain the finish directed.

Finishes General

The Contractor will be required from an early stage in the contract to prepare samples, for the approval of the the Project Manager, of the various concrete finishes specified hereafter. Samples are to be prepared using the same materials and the same methods of construction, compaction, curing, etc. as the Contractor proposes to use for executing the full quantity of the work. A record of the mix, water content, method of compaction, any additives used, etc., is to be kept for each sample prepared. When the Project Manager has approved a sample it will be kept on site in an approved location. The finishes in construction will be expected to be up to a standard equal to the approved sample. Consistency in cement colour, and the colour, grading and quality of aggregates must be maintained in all finished concrete work.

Mortars

Cement mortar shall consist of one part of Portland cement to three parts sand by volume. The cement/lime mortar shall consist of one part of Portland cement, one part of lime and six parts of sand by volume.

The ingredients of mortar shall be measured in proper gauge boxes on a boarded platform, the ingredients being thoroughly mixed dry, and again whilst adding water. In the case of cement/lime mortar, sand and lime shall be mixed first and then the cement added.

All mortar is to be thoroughly mixed to a uniform consistency with only sufficient water to obtain a plastic condition suitable for toweling. No mortar that has commenced to set is to be used or re-mixed for use.

Tamped finish

Areas so specified shall be finished at the time of casting with a tamped finish to the Engineer's approval produced by an edge board. Board marks are to be made to a true pattern and will generally be at right angles to the traffic flow. Haphazard or diagonal tamping will not be accepted.

Fair face

Fair face surfaces shall be clean, smooth, even, true to form, line and level, and free from all board marks, joint marks, honeycombing, pitting, and other blemishes. Forms are to be provided with a smooth lining of plywood, steel, or other approved material which will achieve the required finish without any general rubbing down. Rubbing down will only be permitted to remove any projecting fins at corners or joints.

Fine face

Fine face surfaces shall be for Fair face above, but to a higher standard obtained from forms provided with an impervious sheet lining of metal or plastics faced plywood in large panels arranged in an approved pattern. Rubbing down shall only be permitted after an inspection by the Project Manager. The finished surfaces shall be capable of receiving a painted finish.

Chisel-dressed finish

Chisel-dressed finish is to be carried out on any grade of concrete but not until it is at least 30 days old. The surfaces are to be fully chisel- dressed to remove a maximum of 12 mm (average 9 mm) of the surface by shearing and exposing the aggregate without excessive cracking of the surrounding matrix. Arises of columns, beams, etc., are pre-formed fair face with timber fillets set in the formwork and care must be taken in working up to these to preserve a clean line.

For vertical surfaces of walls and columns particular care must be taken to remove all sharp projections. For beam soffits this requirement is not necessary. All surfaces requiring this treatment are to have margins chisel-

dressed by hand for a minimum width of 75 mm commencing from the fillet edge. Thereafter, mechanical chisel-dressing may be used, but the Contractor must ensure that a uniform texture and even plane surface is achieved. The use of sharply pointed steel tools for both hand and mechanical chisel-dressing is essential. Upon completion the surfaces are to be thoroughly wire brushed and washed down.

Protection of finishes

Wherever possible, in-situ exposed concrete finishes should be commenced at the highest level and worked progressively down the building. Precaution shall be taken to avoid staining or discoloration of previously finished concrete faces by leakage of grout from newly placed concrete. The Contractor shall, during all stages of construction, adequately protect all concrete finishes from Damage by leaking grout, knocking, paint stains, falling plaster, etc. In cases of balustrade walls to staircases and members where Damage is otherwise likely, concrete finishes shall be protected by cladding with timber, Celotex, or other approved sheeting. All Sub-contractors shall be informed accordingly on the precautions to be taken.

Blinding

All blinding concrete to be 1:3:6, or as otherwise instructed by the Project Manager in writing.

Formwork

The method and system of formwork which the Contractor proposes to use shall be approved of by the Project Manager before construction commences. Formwork shall be substantially and rigidly constructed of timber or steel or pre-cast concrete or other approved material.

All timber for formwork shall be good, sound, clean, sawn, well-seasoned timber, free from warps and loose knots and of scantings sufficiently strong for their purpose.

Construction of formwork

All formwork shall be of sufficient thickness and with joints close enough to prevent undue leakage of liquid from the concrete and fixed to proper alignment, level and plumb and supported on sufficiently strong bearers,

shores, braces, plates etc. properly held together by bolts or other fastenings to prevent displacement, vibration or movement by the weight of materials, men and plant on same and so wedged and clamped as to permit easing and removal of the formwork without jarring the concrete. Where formwork is supported on previously constructed portions of the reinforced concrete structural frame, the Contractor shall by consultation with the Project Manager ensure that the supporting concrete is capable of carrying the load and/or sufficiently propped from lower floors or portions of the frame to permit the load to be temporarily carried during construction.

Soffits shall be erected with an upward camber of 5 mm for each 5 meters of horizontal span or as directed by the Project Manager.

Great care shall be taken to make and maintain all joints in the formwork as tight as possible, to prevent the leakage of grout during vibration. All faulty joints shall be caulked to the Project Manager's approval before concreting. The formwork shall be sufficiently rigid to ensure that no distortion or bulging occurs under the effects of vibration. If at any time the formwork is insufficiently rigid or in any way defective the Contractor shall strengthen or improve such formwork as the Project Manager may direct.

The Contractor's attention is drawn to the various surface textures and applied finishes required and the faces of formwork next to the concrete must be of such material and construction and be sufficiently true to provide a concrete surface which will in each particular case permit the specified surface treatment or applied finish.

All surfaces which will be in contact with concrete shall be oiled or greased to prevent adhesion of mortar. Oil or grease shall be of a non- staining mineral type applied as a thin film before the reinforcement is placed. Surplus moisture shall be removed from the forms prior to placing of the concrete.

Temporary openings shall be provided at the base of columns, wall and beam forms and at any other points where necessary to facilitate cleaning and inspection immediately before the pouring of concrete. Before the concrete is placed the shuttering shall be trued-up and any water accumulated therein shall be removed. All sawdust, nails, chips and other debris shall be washed out or

otherwise removed from within the formwork. The reinforcement shall then be inspected for accuracy of fixing. Immediately before placing the concrete the formwork shall be well wetted and inspection openings shall be closed. The erection, easing, striking and removing of all formwork must be done under the personal supervision of a competent foreman, and any Damage occurring through faulty formwork or its incorrect removal shall be made good by the Contractor at his own expense.

After removal of formwork, all projections, fins etc., on the concrete surface shall be chipped off, and made good to the requirements of the Project Manager. Any voids or honeycombing shall be treated as described in "Faulty Concrete".

Stripping formwork

All formwork shall be removed without undue vibration or shock and without Damage to the concrete. No formwork shall be removed without the prior consent of the Engineer and the minimum periods that shall elapse between the placing of the concrete and the striking of the formwork will be as follows:

Beam sides, wall and columns	2 days
Slab Soffits (props left under)	3 days
Beam Soffits	7 days

Removal of props (partly subject to 7 days Concrete cube strength being satisfactory) to:

Slabs	10 days
Beams	14 days
Cantilevered Beams and Slabs	28 days

If the Contractor wishes to take advantage of the shorter stripping times permitted for beams and slab soffits when props are left in place, he must so design his formwork that sufficient props are agreed with the

Project Manager can remain in their original positions without being moved in any way until the expiry of the minimum time for removal of props. Stripping and re-propping will not be permitted.

The above times may be reduced in certain circumstances, at the discretion of the Engineer provided an approved method is adopted at the Contractor's expense to ensure that the required concrete strength is attained before the forms are stripped.

Solid strips in composite slabs shall be considered as beams. The tops of retaining walls shall be adequately supported with stout raking props at intervals required by the Engineer. These props are not to be removed until 7 days after casting of the floor slab is over.

Supporting props to wall and beam soffits

When directed by the Project Manager, supporting props to wall and beam soffits are to be left in position until the completion of the whole of the reinforced concrete structure. The props are to be to the approval of the Engineer and the Contractor must submit the suggested method of propping to the Engineer prior to removal of formwork to the relevant surfaces.

Concrete mixes

Concrete to be used shall be of the classes specified in "Ministry of Works standard Specification" Section 17.

Class	Nominal mix	Trial Strength N/mm^2		Where used in this Contract
		7 days	28 days	
15	1:3:6	13	19.5	Surround pipes
25	1:2:4	25	32.5	Spillway walls

Concrete mixing and placing

The concrete shall be mixed only in approved power-driven mixers of a type and capacity suitable for the work, and in any event not smaller than 0.04/0.28 c.u.m. capacity. The mixer shall be equipped with an accurate water measuring device. All materials shall be thoroughly mixed dry before water is added and the mixing of each batch shall continue for a period of not less than two minutes after the water has been added and until there is a uniform distribution of the materials and the mass is uniform in colour.

The entire contents of the mixed drum shall be discharged before recharging. The volume of mixed material shall not exceed the rated capacity

of the mixer. Whenever the mixer is started, 10% extra cement shall be added to the first batch and no extra payment will be made on this account.

As a check on concrete consistency slump tests may be carried out and shall be in accordance with B.S. 1881. The Contractor shall provide the necessary apparatus and carry out such tests as are required. The slump of the concrete made with the specified water content, using dry materials, shall be determined and the water to be added under wet conditions shall be so reduced as to give approximately the same slump.

The concrete shall be mixed as near to the place where it is required as is practicable, and only as much as is required for a specified section of the work shall be mixed at one time, such sections being commenced and finished in one operation without delay. All concrete must be efficiently handled and used in the Works within twenty (20) minutes of mixing. It shall be discarded from the mixer direct either into receptacles or barrows and shall be distributed by approved means which do not cause separation or otherwise impair the quality of the concrete. Approved mechanical means of handling will be encouraged, but the use of chutes for placing concrete is subject to prior approval of the Project Manager.

Concrete shall be placed from a height not exceeding 1,500 mm directly into its permanent position and shall not be worked along the shutters to that position. Unless otherwise approved, concrete shall be placed in a single operation to the full thickness of slabs, beams, and similar members, and shall be placed in horizontal layers not exceeding 1,500 mm deep in the walls and similar members.

Concrete in columns may be placed to a height of 4 meters with careful placing and vibration and satisfactory results. Where the height of the column exceeds 4 meters suitable openings must be left in the shutters so that this maximum lift is not exceeded.

Concrete shall be placed continuously until completion of the part of the work between construction joints as specified hereinafter or of a part of the approved extent. At the completion of a specified or approved part a construction joint of the form and in the positions hereinafter specified shall be made. If stopping

of concrete be unavoidable elsewhere, a construction joint shall be made where the work is stopped. A record of all such joints shall be made by the Contractor and a copy supplied to the Project Manager.

Any accumulation of set concrete on the reinforcement shall be removed by wire brushing before further concrete is placed. The Contractor shall provide runways for concreting to the satisfaction of the Project Manager. Under no circumstances will the runways be allowed to rest on the reinforcement. Care shall be taken that the concrete is not disturbed or subjected to vibrations and shocks during the setting period. Mixing machines, platforms and barrows shall be clean before commencing mixing and be cleaned on every cessation of work. Where concrete is laid on hardcore or other absorbent materials, the base shall be suitable and sufficiently wetted before the concrete is deposited.

Works Cube Tests

Work cubes are to be made at intervals as required by the Project Manager in accordance with C.P. 114, and the Contractor shall provide a continuous record of the concrete work. The cubes shall be made in approved 150 mm moulds in strict accordance with the Code of Practice. Three cubes shall be made on each occasion. Each cube shall be marked with a distinguishing number (numbers) to run consecutively and the date, and a record shall be kept o site giving the following particulars: -

(a). Cube No.
(b). Date made
(c). Location in work
(d). 7-Day Test, Date, Strength
(e). 28-Day Test, Date, Strength

Cubes shall be forwarded, carriage paid, to an approved Testing Authority, in time to be tested two at 7 days and the remaining one at the discretion of the Project Manager. No cube shall be dispatched within three days of casting. Copies of all Works Cube Tests shall be forwarded to the Project Manager and one shall be retained on site. If the strengths required above are not attained and maintained during the carrying out of the contract, the Contractor will be required to increase the proportion of cement and/or substitute better aggregates so as to give concrete which does comply with the requirements of the contract. The Contractor may be required to remove

and replace at his own cost any concrete which fails to attain the required strength as ascertained by Works Cube Tests.

Compaction

At all times during which the concrete is being placed, the Contractor shall provide adequately trained and experienced labour to ensure that the concrete is compacted in the forms to the satisfaction of the Project Manager. Concrete shall not be placed at a rate greater than will permit satisfactory compaction or to a depth greater than 400 mm before it is compacted.

During and immediately after placing, the concrete shall be thoroughly compacted by means of continuous tamping, spading, slicing and vibration. Vibration is required for all concrete of classes 40, 35, 25, and 20. Care shall be taken to fill every part of the forms, to work the concrete under and around the reinforcement without displacing it to avoid disturbing recently placed concrete which has begun to set. Any water accumulating on the surface of newly placed concrete shall be removed and no further concrete shall be placed thereon until such water is removed.

Internal vibrators shall be of a frequency not less than 7000 cycles per minute and shall have a rotating eccentric weight of at least 0.05 Kg. with an eccentricity of not more than 12 mm. Such vibrators shall visibly affect the concrete within a radius of 250 mm from the vibrator. Internal vibrators shall not be inserted between layers of reinforcement less than one- and one-half times the diameter of the vibrators apart. Contact between the vibrators and reinforcement, and vibrators and formwork shall be avoided. Internal vibrators shall be inserted vertically into the concrete at not more than 500 mm centers and shall be moved constantly from place to place. No internal vibrator shall be permitted to remain in any one position for more than ten seconds and it shall be withdrawn very slowly from the concrete.

In consolidating each layer of concrete the vibrating head shall be allowed to penetrate and re-vibrate the concrete in the upper portion of the underlying layer. In the area where newly placed concrete in each layer joins previously placed concrete more than usual vibration shall be performed, the vibrator penetrating deeply at close intervals along these contacts. Layers of concrete shall not be placed until layers previously placed have been vibrated

thoroughly as specified. Vibrators shall not be used to move concrete from place to place in the formwork.

At least one internal vibrator shall be of the high frequency, low amplitude type applied with the principal direction of vibration in the horizontal plane. They shall be attached directly to the forms at no more than 1200 mm centers. In addition to internal and external vibration the upper surface of suspended floor slabs shall be leveled by tamping or vibrating to receive finishes. Vibrating elements shall be of the low frequency high amplitude type operating at a speed of not less than 3000 r.p.m.

Curing and protection

Care must be taken that no concrete is allowed to become prematurely dry and the fresh concrete must be carefully protected, within two hours of placing, from rain, sun and wind by means of Hessian sacking, polythene sheeting, or other approved means. This protective layer and the concrete itself must be kept continuously wet for at least 7 days after the concrete has been placed. The contractor will be required to provide complete coverage of all fresh concrete for a period of 7 days. Hessian or polythene sheeting shall be in the maximum widths obtainable and shall be secured against wind. The Contractor will not be permitted to use old cement bags, Hessian or other materials in small pieces.

Concrete in foundations and other underground work shall be protected from admixture with falling earth during and after placing. Traffic or loading must not be allowed on the concrete until the concrete is sufficiently matured, and in no case shall traffic or loading be of such magnitude as to cause deflection or other movement in the formwork or Damage to the concrete members. Where directed by the Project Manager props may be required to be left in position under slabs and other members for greater periods than those specified hereafter.

Faulty concrete

Any concrete which fails to comply with these specifications, or which shows signs of setting before it is placed shall be taken out and removed from site. Where concrete is found to be defective after it has set, the concrete shall be cut out and replaced in accordance with the Project Manager's instructions. On no account shall any faulty, honeycombed, or otherwise defective concrete

be repaired or patched until the Project Manager has made an inspection and issued instructions for the repair. The whole cost whatsoever, which might be occasioned by the need to remove faulty concrete, shall be borne by the Contractor.

Pre-cast units

Pre-cast reinforced concrete slabs to be made to sizes as shown in the Drawings. Slabs to be cast with Grade 25 concrete in approved formwork, suitably vibrated and cured for 28 days before use.

REINFORCEMENT

Material:

Reinforcement shall be as specified by the Project Manager.

Bending and placing reinforcement

Reinforcement shall be cleaned before placing and secured with space blocks in the correct position. It shall be bound with suitable wire and have such cover as shown on the drawings.

Strength of reinforcement:

Characteristic strengths of reinforcement are as given in B.S. 4449, 4461, and 4483. Refer to 503.

Rod reinforcement:

The steel reinforcement shall comply with the latest requirements of the following British Standards: -

- Hot Rolled bars for the Reinforcement of concrete to B.S. 4449 (metric units)
- Cold worked steel for the reinforcement of concrete to B.S. 4461 (metric units)

The Contractor will be required to submit a test certificate of the rolling. Reinforcement shall be stored on racks above ground level. All reinforcement shall be free from loose mill scale or rust, grease, paint or other substances likely to reduce the bond between the steel and the concrete.

BRC:

The BRC should be electrically cross-welded steel wire mesh reinforcement to B.S. 4483: 1969, or as directed by the Project Manager, and of the size and weight specified in the Drawings.

The fabric shall be free from scale, dust, rust, grease or other substance likely to reduce the bond between the steel and the concrete and shall be laid with a minimum 300 mm laps and bound with No. 18 S.W.G. annealed iron wire.

Fixing reinforcement:

Reinforcement shall be accurately bent to the shapes and dimensions shown on the Drawings and in accordance with B.S. 4466 (1969). Reinforcement must be cut and bent cold and no welded joints will be permitted, unless so detailed. Reinforcement shall be accurately placed as shown on the Drawings, and before and during concreting, shall be secured against displacement by using No. 18 S.W.G. annealed binding wire or suitable clips at intersections, and shall be supported by concrete or metal supports, spacers or metal hangers to ensure the correct position. No concreting shall be commenced until the Project Manager has inspected the reinforcement in position and until his approval has been obtained and Contractor has given two clear days' notice of intention to concrete.

The Contractor is responsible for maintaining the reinforcement in its correct position, according to the drawings, before and during concreting. During concreting, a competent steel fixer must be in attendance to adjust and correct the position of any reinforcement which may be displaced. The vibrators are not to come into contact with the reinforcement.

Position and correctness of reinforcement:

Irrespective of whether any inspection and/or approval of the fixing of the reinforcement has been carried out as in C above, it shall be the Contractor's sole responsibility to ensure that the reinforcement

complies with the details on the Drawings and is fixed exactly in the positions shown therein and, in the positions, to give the prescribed cover. The Contractor will be held entirely responsible for any failure or defect in any portion of the reinforced concrete structure and including any consequent delay, claims, third party claims. etc., where it is shown that the reinforcement has been incorrectly positioned or is incorrect in size or quantity with respect to the detailed Drawings.

Concrete cover to reinforcement:

Unless otherwise directed, the concrete cover to rod reinforcement over main bars in any face shall be: -

- Foundations against blinding 50 mm
- Strip foundations 40 mm
- Columns/Floor slab 40 mm

- Beams 25 mm

Projecting reinforcement:

Where reinforcement projects from a concreted section of the structure and this reinforcement is expected to remain exposed for some time, it is to be coated with a cement grout to prevent rust staining on the finished concrete. This grout is to be brushed off the reinforcement prior to the continuation of concreting.

Fixtures:

No openings, chases, holes or other voids shall be formed in the concrete without the prior approval of the Project Manager. Details of any fixtures to be permanently built into the concrete including the proposed position of all electrical conduits 25 mm and over in diameter shall be submitted to the Project Manager for his approval before being placed.

Chases, holes, etc., in concrete:

The Contractor shall be responsible for the co-ordination with the Electrical and other Sub-Contractors for incorporating electrical conduits, pipes, fixing blocks, chases and holes in concrete members as required and must ensure that adequate notice is given to such Sub- Contractors informing them when concrete members incorporating the above are to be poured. The Contractor shall submit full details of these items to the Engineer for approval before the work is put in hand. All fixing blocks, chases, holes, etc., to be left in the concrete shall be accurately set out and cast with the concrete. Unless otherwise instructed by the Project Manager, all electrical conduit to be positioned within the reinforced concrete shall be fixed inside the steel cages of beams and columns and between the top and bottom steel layers in the slabs and similar members.

The proposed position of all electrical conduits 25 mm and over in diameter which are to be enclose in the concrete shall be shown accurately on a plan to be submitted to the Engineer, whose approval shall be obtained before any such conduit is placed.

Specification

PARTICULAR SPECIFICATIONS	
A.	**PRICING ITEMS OF PRELIMINARIES** Prices SHALL BE INSERTED against items of "preliminaries" in the tenderer's priced Bills of Quantities. The contractor is advised to read and understand all preliminary items.
B.	**DESCRIPTION OF THE WORKS** The contract work includes: ♦ **Drilling and Construction of the Borehole** ♦ **Borehole Test Pumping** ♦ **Equipping of the Borehole** ♦ **Supply and Installation of Solar Panels** ♦ **Construction of Steel Water Tower** ♦ **Supply and Installation of 10,000 Approved Plastic Water Storage Tank** ♦ **Construction of Water Kiosk** ♦ **Construction of Pit Latrines** ♦ **Construction of Cattle, Sheep and Goats Water Troughs** ♦ **Conveyance and Plumbing Works** ♦ **Construction of Auxiliary Structures** **Note:** All the above works should be as per the attached drawings and Bills of quantities. **LOCATION OF THE SITE** The site is situated in **Dadach Yaluran, Mandera South Constituency, Mandera County**
C.	**FLOOR AREAS** To be done as per description in bill of quantities and technical drawings
D.	**MEASUREMENTS** In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However,

	such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with the said Conditions
E.	**LOCATION OF SITE** IS AS INDICATED ELSEWHERE
F.	**SIGNING OF THE TENDER DOCUMENTS** The authorized person shall append his / her signature and / or company 's rubberstamp on each and every page of tender document in which entries have been made
G.	**DEMOLITIONS AND ALTERATIONS** The Contractor is to allow for all temporary protection required during the works including ordinary and special dust screens, hoardings, barriers, warning signs, etc as directed by the Project Manager and as necessary for the adequate propping and protection of existing property, finishes, workmen employed on the site, employer's agents and the public. Any damage or loss incurred due to the insufficiency of such protection must be made good by the Contractor. All protective devices are to be removed on completion of the works and any necessary making good consequent upon this is to be executed to the satisfaction of the Project Manager The works shall be propped, strutted and supported as necessary before any alteration or demolition work commences. Prices shall include for all cleaning and preparatory work to structure and finishes and for making good to all finishes on completion whether or not specifically described. Unless described as set aside for re-use all arising debris and surplus materials shall be carefully removed from building and cart away from site. The Contractor shall be entirely responsible for any breakage or damage which may occur to materials required for re-use during their removal unless it is certified by the Project Manager that such damage or breakage was inevitable as a result of the condition of the item concerned
H.	**CLEARING AWAY**

	The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager. The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager
I.	**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 a claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claim shall be entertained upon the expiry of the said contact period.
J.	**PAYMENTS** The tenderer's attention is drawn to the General Conditions of Contract and the Particular Conditions of Contract
K.	**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 thus instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of activities being carried out by the Client. The Contractor shall allow in his rates any expense he deemed necessary by taking such care within the site
L.	**WORKING CONDITIONS** The Contractor shall allow in his rates for any interference that he may encounter in the course 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.
M.	**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.
N.	**LABOUR CAMPS**
	The Contractor shall be allowed to house labour on site
O.	**MATERIALS FROM DEMOLITIONS**
	Any materials arising from demolitions and not re-used shall become the property of the Client
P.	**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.
Q.	**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.
R.	**URGENCY OF THE WORKS**
	The Contractor is notified that these **"works are urgent"** and should be completed within the period stated in these Particular Preliminaries The Contractor shall allow in his rates for any costs he/ she deems that he/she may incur by having to complete these works within the stipulated contract period.
S.	**PAYMENT FOR MATERIALS ON SITE**
	All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.

T.	**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**.**
U.	**CONTRACT COMPLETION PERIOD** The contract completion period in accordance with clause 31 of the Conditions of Contract must be adhered to. The **'PROJECT MANAGER'** shall strictly monitor the Contractors progress in relation to the progress chart and should it be found necessary the **'PROJECT MANAGER'** shall inform the Contractor in writing that his actual performance on site is not satisfactory. In all such cases the Contractor shall accelerate his rate of performance production and progress by all means such as additional labour, plant, etc. and working overtime all at his cost.
V.	**PERFORMANCE BOND** A guarantee of 10 % of the contract sum will be required in accordance. No payment on account for the works executed will be made to the contractor until he has submitted the Performance guarantee to the Project Manager duly signed, sealed and stamped from an approved Bank**.**
W.	**DELIVERY OF TENDER** Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents or as indicated in the advertisement. Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the advertisement. Tenders delivered/received later than the above time will not be opened.
X.	**VALUE ADDED TAX**

	The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1st September, 1993 which requires payment of VAT on all contracts. The Contractor should therefore include allowance in his rates and prices for prices for VAT and any other Government taxes currently in force

ITEM	DESCRIPTION
A.	**PRICING ITEMS OF PRELIMINARIES AND PREAMBLES** Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification. The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.
B.	**ABBREVIATIONS** Throughout these Bills, units of measurement and terms are abbreviated and shall be all the requirements for the proper execution of the whole of the works in the Contract. Ha — Shall mean hectares C.M. — Shall mean cubic metre S.M. — Shall mean square metre L.M. — Shall mean linear metre MM — Shall mean Millimetre Kg. — Shall mean Kilogramme No. — Shall mean Number Prs. — Shall mean Pairs B.S. — Shall mean the British Standard Specification Published by 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.
C.	**EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT** *Attendance* Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted: - Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same. *Fix Only: -* "Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.
D.	**EMPLOYER** As defined in the conditions of contract
E.	**PROJECT MANAGER** The term "P.M." wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in of the Conditions of Contract or such person or persons as may be duly authorized to represent him on behalf of the Government.
F.	**ARCHITECT** The term "Architect" shall be deemed to mean "The P.M." as defined above

G.	**QUANTITY SURVEYOR** The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above
H.	**ELECTRICAL ENGINEER** The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above
I.	**MECHANICAL ENGINEER** The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined
J.	**STRUCTURAL ENGINEER** The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above. Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities
K.	**BOND.** The Contractor shall find and submit on the Form of Tender as given in the instructions to bid and SPN
L.	**PLANT, TOOLS AND VEHICLES** 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.
M.	**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.

N.	**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 ensure they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials
O.	**SIGN FOR MATERIALS SUPPLIED.** The Contractor will be required to sign a receipt for all articles and materials supplied by the **PROJECT MANAGER** at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the **PROJECT MANAGER** at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the **PROJECT MANAGER**
P.	**STORAGE OF MATERIALS** The Contractor shall provide at his own risk and cost were directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the **PROJECT MANAGER** Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.
Q.	**SAMPLES** The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the **PROJECT MANAGER** for his approval until such samples are approved by the PROJECT MANAGER and the **PROJECT MANAGER,** may reject any materials or workmanship not in his opinion to be up to approved samples. The **PROJECT MANAGER** shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be

	made at the expense of the Contractor and not at the expense of the **PROJECT MANAGER**. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Roads, Housing and Public Works The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the **PROJECT MANAGER** The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub- contractors' work.
R.	**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 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.
S.	**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.

T.	**PUBLIC AND PRIVATE ROADS.** Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the **PROJECT MANAGER**
U.	**EXISTING PROPERTY.** The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the **PROJECT MANAGER**
V.	**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.
W.	**ACCESS TO SITE AND TEMPORARY ROADS.** Means of access to the Site shall be agreed with the **PROJECT MANAGER** prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the **PROJECT MANAGER** The Contractor should also allow for relocating existing fence (approx. 30 metres long).
X.	**AREA TO BE OCCUPIED BY THE CONTRACTOR** The area of the site which may be occupied by the Contractor for use of storage

	and for the purpose of erecting workshops, etc., shall be defined on site by the **PROJECT MANAGER.**
Y.	**OFFICE ETC. FOR THE PROJECT MANAGER** The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the site office of the standard type, complete with furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the **PROJECT MANAGER** including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the **"PROJECT MANAGER"** a modern and accurate level together with leveling staff, ranging rods and 50 metre metallic or linen tape
Z.	**WATER AND ELECTRICITY SUPPLY FOR THE WORKS** The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the **PROJECT MANAGER.** The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub--contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.

AA.	**SANITATION OF THE WORKS** The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the **PROJECT MANAGER.**
BB.	**SUPERVISION AND WORKING HOURS** The works shall be executed under the direction and to the entire satisfaction in all respects of the **PROJECT MANAGER** who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.
CC.	**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.
DD.	**PRIME COST (OR P.C.) SUMS.** The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement. Persons or firms nominated by the **PROJECT MANAGER** to execute work or to provide and fix materials or goods are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.
EE.	**PROGRESS CHART.** The Contractor shall provide within two weeks of Possession of Site and in agreement with the **PROJECT MANAGER** a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work

	proceeds**.**
FF.	**ADJUSTMENT OF P.C. SUMS.** In the final account all P.C. Sums shall be deducted and the amount properly expended upon the **PROJECT MANAGER'S** order in respect of each of them added to the Contract sum. The Contractor shall produce to the **PROJECT MANAGER** such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance
GG.	**ADJUSTMENT OF P.C. SUMS. Ctd…….** 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.
HH.	**ADJUSTMENT OF PROVISIONAL SUMS** In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the **PROJECT MANAGER's** order added to the Contract Sum. Such work shall be valued as described for Variations, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.
II.	**NOMINATED SUB-CONTRACTORS** When any work is ordered by the **PROJECT MANAGER** to be executed by nominated sub-contractors, the Contractor shall enter into sub- contracts and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned

	in the P.C. Sums under the description "add for Attendance".
JJ.	**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.
KK.	**ATTENDANCE UPON OTHER TRADESMEN, ETC.** The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.
LL.	**INSURANCE** The Contractor shall insure as required in the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the **PROJECT MANAGER** either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the **PROJECT MANAGER** shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the **PROJECT MANAGER's** inspection.
MM.	**PROVISIONAL WORK** All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all

	measurements needed for such adjustment to be taken by the **PROJECT MANAGER** Immediately the work is ready for measuring, the Contractor shall give notice to the **PROJECT MANAGER.** If the Contractor makes default in these respects he shall if the **PROJECT MANAGER** so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense
NN.	**ALTERATIONS TO BILLS, PRICING, ETC.** Any unauthorized alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.
OO.	**BLASTING OPERATIONS** Blasting will only be allowed with the express permission of the **PROJECT MANAGER** in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the **PROJECT MANAGER** governing the use and storage of explosives.
PP.	**MATERIALS ARISING FROM EXCAVATIONS** Materials of any kind obtained from the excavations shall be the property of the Government. Unless the **PROJECT MANAGER** directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the **PROJECT MANAGER** Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.
QQ.	**PROTECTION OF THE WORKS.**

	Provide protection of the whole of the works contained in the Bills of Quantities, including casing, casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the **PROJECT MANAGER** and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.
RR.	**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
SS.	**WORKS TO BE DELIVERED UP CLEAN** Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the **PROJECT MANAGER**
TT.	**GENERAL SPECIFICATION.** For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads, Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.
UU.	**HOARDING** The Contractor shall enclose all the site under construction with a hoarding 2400 mm high consisting of iron sheets gauge 30 on 100 x 50 mm 2nd grade treated sawn cypress timber posts firmly secured at 1800 mm centres with two 75 x 50 mm 2nd grade treated sawn cypress timber rails. The Contractor is in

	addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.
VV.	**CONTRACTOR'S SUPERINTENDENCE/SITE AGENT** The Contractor shall constantly keep on the works a literate English-speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract

Drawings

All the necessary drawings are as provided

Supplementary Information

3.0 PART 3: CONDITIONS OF CONTRACT AND CONTRACT FORMS

3.1 Section VI. General Conditions (GC)

These **General Conditions** (**GC**), read in conjunction with the **Particular Conditions** (**PC**) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

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Section VII. General Conditions

[Name of Employer] ……..
[Name of Contract] ……..

A General

1 Definitions

1.1 Bold face type is used to identify defined terms.

a) **The 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.

b) **The Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.

c) **The Adjudicator** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.

d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

e) **Compensation Events** are those defined in GCC Clause 42 hereunder.

f) **The Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.

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

h) **The Contractor** is the party whose Bid to carry out the Works has been accepted by the Procuring Entity.

i) **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Procuring Entity.

j) **The Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.

k) **Days** are calendar days; months are calendar months.

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

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

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

o) **The Defects Liability Period** is the period **named in the SCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.

p) **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, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

q) **The Procuring Entity** is the party who employs the Contractor to carry out the Works, **as specified in the SCC,** who is also the Procuring Entity.

r) **Equipmen**t is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

s) **"In writing" or "written"** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

t) The Initial Contract Price is the Contract Price listed in the Procuring Entity's Letter of Acceptance.

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

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

w) **Plant i**s any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

x) **The Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

y) **SCC** means Special Conditions of Contract.

z) **The Site** is the area of the works as **defined as such in the SCC**.

aa) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.

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

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

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

ee) **Temporary Works** are works designed, constructed, installed, and removed

by the Contractor that are needed for construction or installation of the Works.

ff) **A Variation** is an instruction given by the Project Manager which varies the Works.

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

2 Interpretation

2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

a) Agreement,
b) Letter of Acceptance,
c) Contractor's Bid,
d) Special Conditions of Contract,
e) General Conditions of Contract, including Appendices,
f) Specifications,
g) Drawings,
h) Bill of Quantities6, and
i) any other document listed in the SCC as forming part of the Contract.
j) 6In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

3 Language and Law

3.1 The language of the Contract is English Language and the law governing the Contract are the Laws of Kenya.

3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Procuring Entity's Country when

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 from that country or any payments to any country, person, or entity in that country.

4 Project Manager's Decisions

4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.

5 Delegation

5.1 Otherwise **specified in the SCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6 Communications

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7 Subcontracting

7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Procuring Entity in writing. Subcontracting shall not alter the Contractor's obligations.

8 Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the Schedule of Other Contractors, **as referred to in the SCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Procuring Entity may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9 Personnel and Equipment

9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

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

9.3 If the Procuring Entity, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

10 Procuring Entity's and Contractor's Risks

10.1 The Procuring Entity carries the risks which this Contract states are Procuring Entity's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11 Procuring Entity’s Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Procuring Entity's risks:

a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
   i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
   ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.

b) The risk of damage to the Works, Plant, Materials, and Equipment

to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Procuring Entity's risk except loss or damage due to

a) a Defect which existed on the Completion Date,
b) an event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or
c) the activities of the Contractor on the Site after the Completion Date.

12 Contractor's Risks

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Procuring Entity's risks are Contractor's risks.

13 Insurance

13.1 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

a) loss of or damage to the Works, Plant, and Materials;
b) loss of or damage to Equipment;
c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may effect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14 Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the SCC,** supplemented by any information available to the Contractor.

15 Contractor to Construct the Works

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

16 The Works to Be Completed by the Intended Completion Date

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

17 Approval by the Project Manager

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18 Safety

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

19 Discoveries

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Procuring Entity. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

20 Possession of the Site

20.1 The Procuring Entity shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the SCC**, the Procuring Entity shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21 Access to the Site

21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

22 Instructions, Inspections and Audits

22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

22.3 The Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Procuring Entity and/or persons appointed by the Public Procurement Regulatory Authority to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Public Procurement Regulatory Authority. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Public Procurement Regulatory Authority's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Public Procurement Regulatory Authority's prevailing sanctions procedures).

23 Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Procuring Entity and the Contractor, at the time of the Procuring Entity's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

24 Settlement of Claims and Disputes

24.1 Contractor's Claims

24.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.

24.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clause shall apply.

24.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

24.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

24.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

a) this fully detailed claim shall be considered as interim;
b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
c) the Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

24.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

24.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause

24.1.8 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

24.1.9 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

24.1.10 If the Project Manager does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 24.4 [Arbitration].

24.1.11 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause 24.3.

24.2 Amicable Settlement

24.2.1 Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 24.1 above should move to commence arbitration after the fifty-sixth day from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

24.3 Matters that may be referred to arbitration

24.3.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:

a) The appointment of a replacement Project Manager upon the said person ceasing to act.
b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
d) Any dispute arising in respect of war risks or war damage.
e) All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

24.4 Arbitration

24.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 24.3 shall be finally settled by arbitration.

24.4.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

24.4.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

24.4.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

24.4.5 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

24.4.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

24.4.7 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

24.4.8 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the Works.

24.4.9 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

24.5 Arbitration with National Contractors

24.5.1 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

a) Architectural Association of Kenya
b) Institute of Quantity Surveyors of Kenya
c) Association of Consulting Engineers of Kenya
d) Chartered Institute of Arbitrators (Kenya Branch)
e) Institution of Engineers of Kenya

24.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

24.6 Alternative Arbitration Proceedings

24.6.1 Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

24.7 Failure to Comply with Arbitrator's Decision

24.7.1 The award of such Arbitrator shall be final and binding upon the parties.

24.7.2 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

24.8 Contract operations to continue

24.8.1 Notwithstanding any reference to arbitration herein,

a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
b) the Procuring Entity shall pay the Contractor any monies due the Contractor.

25 Fraud and Corruption

25.1 The Government requires compliance with the country's Anti-Corruption laws and its prevailing sanctions policies and procedures as set forth in the Constitution of Kenya and its Statutes.

25.2 The Procuring Entity requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B Time Control

26 Program

26.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

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

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

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

27 Extension of the Intended Completion Date

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

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

28 Acceleration

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

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

29 Delays Ordered by the Project Manager

29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

30 Management Meetings

30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

31 Early Warning

31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C Quality Control

32 Identifying Defects

32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

33 Tests

33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

34 Correction of Defects

34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

35 Uncorrected Defects

35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D Cost Control

36 Contract Price[5]

36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

37 Changes in the Contract Price[6]

37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Entity.

37.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

38 Variations

38.1 All Variations shall be included in updated Programs[7] produced by the Contractor.

38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

38.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.

38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning

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[5] In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:
36.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.
6 In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:
The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work

38.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

a) the proposed change(s), and a description of the difference to the existing contract requirements;
b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
c) a description of any effect(s) of the change on performance/functionality.

38.8 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

a) accelerate the contract completion period; or
b) reduce the Contract Price or the life cycle costs to the Procuring Entity; or
c) improve the quality, efficiency, safety or sustainability of the Facilities; or
d) yield any other benefits to the Procuring Entity, without compromising the functionality of the Works.

38.9 If the value engineering proposal is approved by the Procuring Entity and results in:

a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the percentage specified in the SCC of the reduction in the Contract Price; or
b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

7 In lump sum contracts, add "and Activity Schedules" after "Programs." 10In lump sum contracts, delete this paragraph.

39 Cash Flow Forecasts

39.1 When the Program[8], is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

40 Payment Certificates

40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

40.3 The value of work executed shall be determined by the Project Manager.

40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed[9].

40.5 The value of work executed shall include the valuation of Variations and Compensation Events.

40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

40.7 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (which would be the tender price), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: (corrected tender price – tender price)/tender price X 100.

41 Payments

41.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

42 Compensation Events

42.1 The following shall be Compensation Events:

a) The Procuring Entity does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.

b) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

e) The Project Manager unreasonably does not approve a subcontract to be let.

f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons.

h) Other contractors, public authorities, utilities, or the Procuring Entity does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

i) The advance payment is delayed.

j) The effects on the Contractor of any of the Procuring Entity's Risks.

k) The Project Manager unreasonably delays issuing a Certificate of Completion.

[8] *In lump sum contracts, add "or Activity Schedule" after "Program."*

9 In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

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

43 Tax

43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

44 Currency y of Payment

44.1 All payments under the contract shall be made in Kenya Shillings

45 Price Adjustment

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

$$P = A + B\ Im/Io$$

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

A and B are coefficients[10] **specified in the SCC**, representing the non-adjustable

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

and adjustable portions, respectively, of the Contract Price payable and Im is the index prevailing at the end of the month being invoiced and IOC is the index prevailing 30 days before Bid opening for inputs payable.

45.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

46 Retention

46.1 The Procuring Entity shall retain from each payment due to the Contractor the proportion stated in the SCC until Completion of the whole of the Works.

46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

47 Liquidated Damages

47.1 The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

48 Bonus

48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

49 Advance Payment

49.1 The Procuring Entity shall make advance payment to the Contractor of the amounts stated in the SCC by the date stated in the SCC, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

50 Securities

50.1 The Performance Security shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC,** by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 day from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

51 Dayworks

51.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

51.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

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

52 Cost of Repairs

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

E Finishing the Contract

53 Completion

53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

54 Taking Over

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

55 Final Account

55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

56 Operating and Maintenance Manuals

56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

57 Termination

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

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

a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
c) the Procuring Entity or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
d) a payment certified by the Project Manager is not paid by the Procuring Entity to the Contractor within 84 days of the date of the Project Manager's certificate;
e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
f) the Contractor does not maintain a Security, which is required;
g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, **as defined in the SCC**; or
h) if the Contractor, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

57.3 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.

57.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

58 Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as specified in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

58.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

59 Property

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Contractor's default.

60 Release from Performance

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

3.2 Section VII. Particular Conditions

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General	
GCC 1.1 (q)	The Procuring Entity is **Principal Secretary, State Department for Agriculture, Ministry of Agriculture and Livestock Development**
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be **Six (6) months after commencement of works.**
GCC 1.1 (x)	The Project Manager is **Engineering Secretary, Kilimo House, 5th Floor**
GCC 1.1 (z)	The Site is located at **Dadach Yaluran, Mandera South Constituency, Mandera County**
GCC 1.1 (cc)	The Start Date shall be **not later than 14 days after site handing over**
GCC 1.1 (gg)	**Description of the works** The contract work includes: ♦ **Drilling and Construction of the Borehole** ♦ **Borehole Test Pumping** ♦ **Equipping of the Borehole** ♦ **Supply and Installation of Solar Panels** ♦ **Construction of Steel Water Tower** ♦ **Supply and Installation of 10,000 Approved Plastic Water Storage Tank** ♦ **Construction of Water Kiosk** ♦ **Construction of Pit Latrines** ♦ **Construction of Cattle, Sheep and Goats Water Troughs** ♦ **Conveyance and Plumbing Works** ♦ **Construction of Auxiliary Structures** Note: All the above works should be as per the attached Drawings and Bills of Quantities (BoQs).
GCC 2.2	Sectional Completions are: **N/A**
GCC 5.1	The Project Manager **[may or may not]** delegate any of his duties and responsibilities.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 6.1	The Electronic Transmission System is: **None**
GCC 6.1	The Employer's address for the purpose of communications is: **Principal Secretary** **State Department for Agriculture** **Kilimo House, Cathedral Road** **P.O. Box 300028 - 00100** **Nairobi, Kenya** **Tel: + 254-20-2718870/9** **Fax: +254-20-2711149** **E-mail: psagriculture@kilimo.go.ke** The Contractor's address for the purpose of communications is: **[state full address, telephone, fax and e-mail]**
GCC 8.1	Schedule of other contractors: **N/A**
GCC 9.1	**Key Personnel** GCC 9.1 is replaced with the following: 9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. [insert the name/s of each Key Personnel agreed by the Procuring Entity prior to Contract signature.]
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a). for loss or damage to the Works, Plant and Materials: **KES 100,000.00** (b). For loss or damage to Equipment: **KES 50,000.00** (c). for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract **KES 50,000.00** (d). for personal injury or death: (i) of the Contractor's employees: **KES 50,000.00** (ii) of other people: **KES 100,000.00**
GCC 14.1	Site Data are: **design report, drawings and any other investigation as may**

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	be required by the engineer
GCC 20.1	The Site Possession Date(s) shall be: **not later than 14 days after contract signing**
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: **Chartered Institute of Arbitrators, Kenya** **P.O. Box 50163 - 00200** **Nairobi, Kenya** Email Address: info@ciarbkenya.org
	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: as per as body's policy
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within **7** days from the date of the Letter of Acceptance.
GCC 26.3	The period between Programme updates is 30 days. The amount to be withheld for late submission of an updated Programme is: **10% of amount due in next certificate**
C. Quality Control	
GCC 34.1	The Contract Period is: **180 Days (6 Months)** The Defects Liability Period is **30 Days (1 Month)**
D. Cost Control	
GCC 38.9	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be **N/A** % of the reduction in the Contract Price.
GCC 44.1	The currency of the Procuring Entity's Country is: **Kenya Shillings**
GCC 45.1	The Contract **"is not"** subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients *[specify "does" or "does not"]* apply. The coefficients for adjustment of prices are: (a) **N/A** percent nonadjustable element (coefficient A).

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	(ib) **N/A** percent adjustable element (coefficient B). (c) The Index I for shall be **N/A**
GCC 46.1	The proportion of payments retained is: **10%**
GCC 47.1	The liquidated damages for the whole of the Works are **0.05** per day. The maximum amount of liquidated damages for the whole of the Works is **10** of the final Contract Price.
GCC 48.1	The Bonus for the whole of the Works is *[insert percentage of final Contract Price]* per day. The maximum amount of Bonus for the whole of the Works is **0%** of the final Contract Price.
GCC 49.1	The Advance Payments shall be: **0%** and shall be paid to the Contractor no later than **N/A**
GCC 50.1	The Performance Security amount is 10**%** of contract sum in the form (a) Performance Security – Bank Guarantee: in the amount(s) of **10** percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount. (b) Performance Security – Performance Bond: in the amount(s) of **10** percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
E. Finishing the Contract	
GCC 56.1	The date by which operating and maintenance manuals are required is **date of completion of works** The date by which "as built" drawings are required is **date of completion of works**
GCC 56.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is **KES 100,000.00**
GCC 57.2 (g)	The maximum number of days is: **30 days**
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, is **100%**

3.3 Section VIII. Contract Forms

This Section contains Contract Forms which, once completed, will constitute part of the Contract. The forms for Contract Agreement, Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder, after contract award

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Letter of Award

[letterhead paper of the Procuring Entity] [date]

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

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by ..... (*name of Procuring Entity)*.

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

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring Entity.....

Attachment: Contract Agreement .....

Contract Agreement

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

WHEREAS the Procuring Entity desires that the Works known as ___ should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects 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 Special Conditions of Contract
    e) the General Conditions of Contract;
    f) the Specifications
    g) the Drawings*;* and
    h) the completed Schedules and any other documents forming part of the contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor 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 and sealed by..... (for the Procuring Entity)

Signed and sealed by..... (for the Contractor).

Performance Security

Option I: Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

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

Date: ..... *[Insert date of issue]*

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

1. We have been informed that ..... (hereinafter called "the Contractor") has entered into Contract No. ..... dated ..... with (*name of Procuring Entity*) ..... (the Procuring Entity as the Beneficiary), for the execution of ..... (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ..... (*in words*),[11] 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....[12], and any

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

12 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.

demand for payment under it must be received by us at the office indicated above on or before that date.

5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year],* in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."
[Name of Authorized Official, signature(s) and seals/stamps].

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

Such request must be in writing and must be made prior to the expiration date established in the guarantee.

Option II: Performance Bond

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

[Guarantor letterhead or SWIFT identifier code]

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

Date: .....*[Insert date of issue].*

PERFORMANCE BOND No.: .....

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

1. By this Bond as.....Principal (hereinafter called "the Contractor") and..... as Surety (hereinafter called "the Surety"), are held and firmly bound unto .....] as Obligee (hereinafter called "the Procuring Entity") in the amount of .....for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the.....day of ....., 20....., for .....in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations thereunder,

the Surety may promptly remedy the default, or shall promptly:

1) complete the Contract in accordance with its terms and conditions; or

2) obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or

3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day ....of .....20 .....

SIGNED ON .....on behalf of .....By .....in the capacity of....In the presence of...

SIGNED ON .....on behalf of .....By .....in the capacity of....In the presence of...

Retention Money Security

[Demand Bank Guarantee]

[Guarantor letterhead]

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

Date: ..... *[Insert date of issue]*

1. We have been informed that ..... *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. ..... *[insert reference number of the contract]* dated ..... with the Beneficiary, for the execution of ..... *[insert name of contract and brief description of* Works*]* (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys 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*[13] ..... *])* 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

[13] *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.*

account number ..... at ..... *[insert name and address of Applicant's bank]*.

5. This guarantee shall expire no later than the ..... Day of ....., 2..... [14], and any demand for payment under it must be received by us at the office indicated above on or before that date.

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

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

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

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

NOTE: ALL ITALICIZED TEXT (INCLUDING FOOTNOTES) IS FOR USE IN PREPARING THIS FORM AND SHALL BE DELETED FROM THE FINAL PRODUCT.