

OTHER FORMS

FORM OF TENDER

Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.

Date of this Tender submission:

Request for Tender No.:

Name and description of Tender

To:

.....

Dear Sir,

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 there in for the sum3 of Kenya Shillings *[[Amount in figures]*____ Kenya Shillings *[amount in words]* .

We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Architect notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.

We agree to adhere by this tender until__and it shall remain binding upon us and may be accepted at any time before that date.

We understand that you are not bound to accept the lowest or any tender you may receive. We, the under signed, further declare that:

No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;

Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 &4

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;

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.....

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;

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

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

Suspension and Debarment: We, along with any of our subcontractors, suppliers, Engineer, manufacturers,

or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.

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;

Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;

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

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.

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

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

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

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

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

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

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

Name of the Tenderer:

.....

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

.....

Title of the person signing the Tender:

.....

Signature of the person named above:

.....

Date signed

TENDERER'S ELIGIBILITY- CONFIDENTIALBUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

(a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.

8	Description of Nature of Business	
9	Maximum value of business the Tenderer handles. which	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

Sole Proprietor, provide the following details.

Name in full____Age____Nationality

_____Country of Origin_____Citizenship

Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

Registered Company, provide the following details.

Private or public Company_____

State the nominal and issued capital of the Company_____

Nominal Kenya Shillings (Equivalent) Issued Kenya

Shillings (Equivalent).....

Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

Are there any person/persons in (*Name of Procuring Entity*) who has/have an interest or

relationship in this firm? Yes/NoIf yes,
provide details as follows.

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

Conflict of interest disclosure

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

f) Certification

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

Full Name_____

Title / Designation_____

(Signature) *(Date)*

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the **Kisumu Central**

National Government Constituency Development Fund for:

... [Name and number of tender] in

response to the request for tenders made by: ____ [Name of Tenderer]

do hereby make the following statements that I certify to be true and complete in every respect:

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

I have read and I understand the contents of this Certificate;

I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;

For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:

Has been requested to submit a Tender in response to this request for tenders;

could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

The Tenderer discloses that [check one of the following, as applicable]:

The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;

The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

prices;

methods, factors or formulas used to calculate prices;

the intention or decision to submit, or not to submit, a tender; or

the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;

In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;

The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name__

Title____ Date __

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

SELF - DECLARATION FORMS

FORM SD1

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

I, _____ of Post Office Box

_____ being a resident of _____ in the Republic of _____ do hereby make a statement as follows: -

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 _____

... for Kisumu Central National Government Constituency

Development Fund and duly authorized and competent to make this statement.

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

THAT what is deposed to here in above is true to the best of my knowledge, information and belief.

.....

... (Title)

(Signature

) (Date)

Bidder Official Stamp

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

I, _____ of Post Office Box
..... being a resident of _____ in the Republic of _____
... do hereby make a statement as follows: -
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
... for Kisumu Central National Government

Constituency Development Fund and duly authorized and competent to make this statement.

THAT the a fore said Bidder, its servants and/or agents/subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ***Kisumu Central National Government Constituency Development Fund*** which is the procuring entity.

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 ***Kisumu Central National Government Constituency Development Fund***

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

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

.....		
(Title)	(Signature)	(Date)
Bidder's Official Stamp		

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I (person) on behalf of

... (Name of the Business/ Company/Firm)

declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

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

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone..... E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable) Witness

Name.....

Sign.....

Date.....

APPENDIX 1- FRAUD AND CORRUPTION

Purpose

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

Requirements

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

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

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;

A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence; Without limiting the generality of the subsection (1) and (2), the person shall be: -

disqualified from entering into a contract for a procurement or asset disposal proceeding; or if a contract has already been entered into with the person, the contract shall be voidable;

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

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: -

shall not take part in the procurement proceedings;

shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

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.

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;

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: Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

“Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

“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;

“Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

“Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

“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.

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.

Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

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;

Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

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.

7. FORMOF TENDER SECURITY - DEMANDBANKGUARANTEE

Beneficiary:_____ Request for Tenders No: _____ Date:___ TENDER GUARANTEE No.: _____

Guarantor: _____

We have been informed that____(hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of _____

under Request for Tenders No.__(“the ITT”).

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

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

(a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's 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 thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

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.

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 (TENDER BOND)

[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]

BOND NO. ____

BY THIS BOND *[name of tenderer]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Procuring Entity]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Procuring Entity]* as Obligated (hereinafter called “the Procuring Entity”) in the sum of *[amount of Bond]* *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the __ day of __, 20____, for the supply of *[name of Contract]* (hereinafter called the “Tender”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the principal:

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

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 Surety 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.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 30 days after the date of expiration of the Tender Validity Period set forth in the Principal's Letter of Tender or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of __ 20____.

Principal: _____ Surety _____

Corporate Seal (where appropriate) :

(Signature) (Signature)

(Printed name and title) (Printed name and title)

TENDER-SECURING DECLARATION FORM

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

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

Tender No *[insert number of tendering processes]*

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

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

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.

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

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

PART II - WORK REQUIREMENTS

SECTION V - DRAWINGS

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

SECTION VI - SPECIFICATIONS

Notes for preparing Specifications

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

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

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

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

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

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

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

SECTION VII- BILLS OF QUANTITIES

Objectives

The objectives of the Bill of Quantities are:

to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and

when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and contents of the Bill of Quantities should be as simple and brief as possible.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Tenderers in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Tenderer to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the tendering document. They should not be included in the final tendering document.

The Bills of Quantities

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

Preliminary items Work Items

Daywork Schedule;and Provisional items Summary.



REPUBLIC OF KENYA



NATIONAL GOVERNMENT CONSTITUENCY DEVELOPMENT FUND

KISUMU CENTRAL CONSTITUENCY BILL OF QUANTITIES

FOR

PROPOSED CONSTRUCTION TO COMPLETION OF 2no classrooms on ground floor one storey

AT

MAGADI PRIMARY SCHOOL

IN

KISUMU CENTRAL CONSTITUENCY

PROJECT MANAGER DEPARTMENT OF PUBLIC WORKS

P.O. BOX 821 - 40100 KISUMU

JUNE 24th 2025.

BILL OF QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	RATE	KSH.	
	<u>PROPOSED CONSTRUCTION OF 2NO CLASSROOMS ON A ONE STOREY BUILDING MADE UP OF 4NO CLASSROOMS AT MAGADI PRIMARY SCHOOL</u> <u>BILLS OF QUANTITIES</u> <u>SECTION NO. 2</u> <u>MAIN BLOCK</u> <u>ELEMENT NO.1</u> <u>SUBSTRUCTURE</u> <u>(All Provisional)</u> <u>SUBSTRUCTURES (CONT'D)</u> <u>Excavations & Earthworks</u>				
A	Excavate to remove top vegetable soil average 150mm deep; remove from site	m2	203		
B	Excavate to reduce levels, not exceeding 1.5 m deep from stripped level	m3	84		
C	Excavate for strip foundations not exceeding 1.5 m deep from reduced level	m3	68		
D	Ditto for Column Bases not exceeding 1.5 m deep from reduced level	m3	49		
E	Allow for keeping excavations free from water by baling or pumping as required including provision of drains, etc., as described	Item			
F	Allow for maintaining and supporting sides of excavations and for keeping free from fallen materials as described	Item			
	<u>Disposal</u>				
G	Backfilling around foundations & columns	m3	108		
H	Load and cart away surplus spoil	m3	96		
	<u>Imported filling</u>				
I	300mm Thick approved hardcore under floor bed well compacted	m2	203		
J	40mm Thick Murram or quarry dust blinding to hardcore	m2	203		
	<u>Carried to Collection</u>			Kshs.	

ITEM NO.	DESCRIPTION	UNIT	RATE	KSH.	
	<u>SUBSTRUCTURES (CONT'D)</u> <u>Damp proof membrane as described :-</u>				
A	1000 Gauge polythene sheet dampproof membrane to horizontal surfaces <u>Anti-termite treatment</u>	m2	203		
B	Chemical anti-termite treatment executed by an approved specialist under a ten-year guarantee to horizontal surfaces of the floor slab and around the plinth, e.t.c. <u>Concrete Class (1:3:6) in 50mm thick blinding under :-</u>	m2	203		
C	Strip foundations for masonry walling	m2	51		
D	Column bases <u>Vibrated reinforced concrete class 25 in:</u>	m2	24		
E	Colum Bases	m3	6		
F	Columns	m3	2		
G	Strip foundations	m3	7		
H	150 mm Thick slab <u>Reinforcement</u> <u>Reinforcement to BS 4449:1997 with the following characteristic; a) Grade 460 B high strength type 2 Ribbed bars with proof stress of 460N/mm²; allow for cutting, bending, hoisting and fixing including all necessary tying wires and spacer stools</u>	m2	203		
I	Assorted Bars	Kg	1,640		
	<u>Carried to Collection</u>			Kshs.	

ITEM NO.	DESCRIPTION	UNIT	RATE	KSH.	
	<u>SUBSTRUCTURES (CONTD)</u>				
	<u>Steel mesh fabric reinforcement to B.S. 4483</u>				
A	Ref. A142 Layer of fabric mesh reinforcement laid in bed with 150mm side and end laps	m2	203		
	<u>Sawn formwork to:</u>				
B	Sides of column bases	m2	32		
C	Sides of column	m2	28		
D	Sides of strip foundations	m2	49		
E	Edges of floor beds 150 - 225mm high	m	70		
	<u>Quarry dressed natural stone walling in cement sand mortar (1:3) with minimum crushing strength of 7.0 N/mm²</u>				
F	200mm Thick walling	m2	87		
	<u>1000 Gauge polythene sheet damp proof course laid on and including cement sand (1:3) levelling screed</u>				
G	200mm Wide	m	84		
	<u>Cement sand (1:4) render to :-</u>				
H	12mm Thick render to wall externally	m2	18		
	<u>Prepare and apply two coats of bituminous paint to :-</u>				
I	Rendered walls externally	m2	18		
	<u>Carried to Collection</u>			Kshs.	

ITEM NO.	DESCRIPTION	UNIT	RATE	KSH.	
	<u>COLLECTION</u> Page No. 2/1 Page No. 2/2 Page No. 2/3				
	<u>TOTAL FOR SUBSTRUCTURES CARRIED TO SUMMARY</u>			KSHS.	

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
	<u>PROPOSED CONSTRUCTION OF 2NO CLASSROOMS ON A ONE STOREY BUILDING MADE UP OF 4NO CLASSROOMS AT BILLS OF QUANTITIES SECTION NO. 2</u> <u>ELEMENT NO.2</u> <u>RC SUPERSTRUCTURE</u> <u>Concrete Class 25mm in:-</u>					
A	Columns	m3	5			
	<u>Concrete Class 25mm in:-</u>					
B	Beams	m3	6			
C	150mm Thick suspended slab	m2	182			
	<u>Reinforcement; as before described</u>					
D	8mm diameter bars	Kg	920			
E	10mm diameter bars	Kg	1,128			
F	12mm diameter bars	Kg	847			
G	16mm diameter bars	Kg	1,141			
H	20mm diameter bars	Kg	754			
	<u>Sawn formwork to :-</u>					
I	Vertical sides of columns	m2	78			
J	Sides and soffites of beams	m2	110			
K	Soffites suspended slab	m2	182			
L	Edge of suspended slab 150 - 225 mm high	m	96			
	<u>TOTAL FOR RC SUPERSTRUCTURE</u> <u>CARRIED TO SUMMARY</u>					

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
	PROPOSED CONSTRUCTION OF 2NO CLASSROOMS ON A ONE STOREY BUILDING MADE UP OF 4NO CLASSROOMS AT MAGADI PRIMARY SCHOOL <u>BILLS OF QUANTITIES</u> <u>BILLS OF QUANTITIES</u> <u>SECTION NO. 2</u> <u>ELEMENT NO.3</u> <u>REINFORCED CONCRETE STAIRCASE</u> <i>Note : Paint for entire project to be 1st Quality Crown, Sadolin, or equal and approved</i> <u>The Following in 1NO. Staircase</u> <u>Vibrated reinforced concrete class 20 in:-</u>					
A	Staircase	m3	3			
B	100 mm Thick landings	m2	4			
	<u>Reinforcement; as before described</u>					
C	Assorted Bars	Kg	340			
	<u>Sawn formwork to:-</u>					
D	Soffites of sloping slabs	m2	14			
E	Soffites of suspended slabs	m2	14			
F	Vertical risers 150 -225mm high	m	25			
	<u>Carried to Collection</u>			Kshs.	-	00

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
	<u>STAIRCASE (CONT'D)</u>					
A	Edge of slab 150 - 225mm ditto	m	4			
B	Sloping edge of steps cut to profile of steps 140mm extreme width	m	12			
	<u>STAIRCASE FINISHES</u>					
	<u>Cement and sand (1:4) screed trowelled smooth: beds to receive flooring</u>					
C	20mm Thick	m2	25			
	<u>Cement Sand (1:1:6) plaster</u>					
D	12mm Thick plaster to concrete surfaces	m2	25			
	<u>Supply and fix with and including Sika Ceramic 100g grey adhesive and grouting with Sika tile grout and pointing to match. Rate to include breakage and cutting waste</u>					
E	Ceramic tiles	m2	25			
F	240 mm wide treads	m	28			
G	130 mm high risers	m	28			
H	200 mm wide edge and top	m	7			
I	Edge of steps cut to profile of steps 173mm extreme width	m	12			
J	100mm Wide skirting	m	14			
	<u>Carried to Collection</u>			Kshs.		

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
	<u>STAIRCASE (CONT'D)</u>					
	<u>Painting</u>					
	<u>Prepare and apply three coats of first quality matt emulsion paint to:-</u>					
A	Plastered surfaces	m2	32			
	<u>Balustrading</u>					
B	900 mm High balustrading comprising 60 mm diameter mil steel handrail welded on and including 25mm diameter mild steel vertical balusters: per flight of each staircase: one end of baluster built into mortice in concrete with and including mild steel sleeve: 25 mm diameter mild steel horizontal mid rails fixed to balusters with fixing clips: all welded joints ground to a smooth and even finish and polished to approval ; primed before fixing	m	10			
	<u>Touch up primer,prepare and apply three coats of gloss oil paint to</u>					
C	Balustrades, both sides measured flat	m2	20			
	<u>Carried to Collection</u>			Kshs.		
	<u>COLLECTION</u>					
	Page No. 2/1					
	Page No. 2/2					
	Page No. 2/3					
	<u>TOTAL FOR RC STAIRCASE CARRIED TO SUMMARY</u>			KSHS.		

ITEM NO.	DESCRIPTION	UNIT	QTY.	RATE	KSHS.	CTS.
	<u>EXTERNAL WALLS (CONT'D)</u>					
	<u>COLLECTION</u>					
	Page No. 2/2					
	<u>TOTAL FOR EXTERNAL WALLS CARRIED TO SUMMARY</u>			KSHS.		

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ITEM NO.	DESCRIPTION	UNIT	QTY.	RATE	KSHS.	CTS.
	<u>PROPOSED CONSTRUCTION OF 2NO CLASSROOMS ON A ONE STOREY BUILDING MADE UP OF 4NO CLASSROOMS AT MAGADI PRIMARY SCHOOL</u> <u>BILLS OF QUANTITIES</u> <u>SECTION NO. 2</u> <u>ELEMENT NO. 7</u> <u>WINDOWS</u> <u>STEEL WINDOWS</u> <u>Supply and fix the following purpose made casement windows comprising of 50 x 50 x 16 G and 25 mm "Z" section framing including all coupling mullions etc;and complete with bronze handles ,peg stays and other ironmongery; factory primed with red oxide primer including cutting and pining fixing lugs to concrete or masonry work jambs ; bedding in cement and sand (1:3) mortar , pointing all round frames in mastic ,easing ,oiling and adjusting opening lights on completion, including 4 mm glazing; All as per the architect's Schedule of windows</u>					
A	Size 1800x 1200 mm high	No.	6			
B	Size 1500x 1100 mm high	No.	4			
	<u>Carried to Collection</u>			Kshs.		

ITEM NO.	DESCRIPTION	UNIT	QTY.	RATE	KSHS.	CTS.
	<u>WINDOWS (CONT'D)</u>					
	<u>Precast concrete weathered and throated window cills</u>					
A	Window cill over all size 275 x 100 mm high with 3 No	m	17			
B	Prepare and apply three coats gloss paint	m2	48			
	<u>Carried to Collection</u>			Kshs.		
	<u>COLLECTION</u>					
	Page No. 2/1					
	Page No. 2/2					
	<u>TOTAL FOR WINDOWS CARRIED TO SUMMARY</u>			KSHS.		

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
A	<u>DOORS (CONT'D)</u>	No	2			
	<u>Ironmongery</u>					
	<u>Supply and fix the following ironmongery as applicable or equal and approved ironmongery with matching</u>					
	Rubber door stopper					
B	<u>Painting and decorating</u>	m2	10	Kshs.		
	<u>Touch up primer,prepare and apply three coats of gloss oil paint to</u>					
	Metal surfaces					
	<u>Carried to Collection</u>					
<u>COLLECTION</u>						
Page No. 2/1						
Page No. 2/2						
<u>TOTAL FOR DOORS CARRIED TO SUMMARY</u>				KSHS.		

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
	<u>PROPOSED CONSTRUCTION OF 2NO CLASSROOMS ON A ONE STOREY BUILDING MADE UP OF 4NO CLASSROOMS AT MAGADI PRIMARY SCHOOL</u> <u>BILLS OF QUANTITIES</u> <u>SECTION NO. 2</u> <u>ELEMENT NO. 9</u> <u>EXTERNAL FINISHES</u> <u>Cement Sand (1:4) screed as described</u>					
A	40 mm Thick finished to receive tiles <u>Supply and fix with and including Sika Ceramic 100g grey adhesive and grouting with Sika tile grout and pointing to match. Rate to include breakage and cutting waste</u>	m2	36			
B	400 x 400 mm Ceramic tiles in patterns as directed	m2	36			
C	100 mm Skirting tile cut out of tiles above <u>Cement and sand (1:4) render</u>	m	61			
D	12mm Thick plaster to walls, exposed beams and columns <u>Prepare and apply two coats matt emulsion paint to</u>	m2	168			
E	Plastered surfaces externally	m2	168			
	<u>Carried to Collection</u>			Kshs.		

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	KSHS.
A	<u>PROPOSED CONSTRUCTION OF 2NO CLASSROOMS ON A ONE STOREY BUILDING MADE UP OF 4NO CLASSROOMS AT MAGADI PRIMARY SCHOOL</u>				
	<u>BILLS OF QUANTITIES</u>				
	<u>SECTION NO. 2</u>				
	<u>ELEMENT NO.10</u>				
	<u>INTERNAL FINISHES</u>				
	<u>Cement Sand (1:4) screed as described</u>				
	40 mm Thick finished to receive tiles	m2	139		
	<u>Supply and fix with and including Sika Ceramic 100g grey adhesive and grouting with Sika tile grout and pointing to match. Rate to include breakage and cutting waste</u>				
B	400 x 400 mm Ceramic tiles in patterns as directed	m2	139		
C	100 mm Skirting tile cut out of tiles above	m	67		
	<u>Cement, sand, lime (1:2:9) in :-</u>				
D	12 mm Thick plaster to masonry or concrete surfaces	m2	196		
	<u>Carried to Collection</u>			Kshs.	

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	KSHS.
A	<u>INTERNAL FINISHES (CONT'D)</u> <u>Painting and Decorating</u> <u>Prepare and apply two coats internal quality matt emulsion paint to:-</u> Plastered wall surfaces	m2	196		
B	<u>Ceiling Finishes</u> <u>Cement sand and lime (1:2:9) in</u> 12 mm Thick plaster to soffits <u>Prepare and apply two coats internal quality matt emulsion paint to:-</u>	m2	139		
C	Plastered soffits	m2	139		
	<u>Carried to Collection</u>			Kshs.	
	<u>COLLECTION</u>				
	Page No. 2/1				
	Page No. 2/2				
	<u>TOTAL FOR INTERNAL FINISHES CARRIED TO SUMMARY</u>			KSHS.	

ITEM NO.			SHS.	CTS.
	<u>PROPOSED CONSTRUCTION OF 2NO CLASSROOMS ON A ONE STOREY BUILDING MADE UP OF 4NO CLASSROOMS AT MAGADI PRIMARY SCHOOL</u> <u>BILLS OF QUANTITIES</u> <u>SECTION NO. 2</u> <u>CLASSROOMS BLOCK</u> <u>SUMMARY</u>	<u>PAGE NO.</u>		
1.	SUBSTRUCTURES	2/5		
2.	RC SUPERSTRUCTURE	2/6		
3.	STAIRCASE	2/1		
5	EXTERNAL WALLS	2/2		
6	INTERNAL WALLS	2/1		
7	WINDOWS	2/3		
8	DOORS	2/2		
9	EXTERNAL FINISHES	2/3		
10	INTERNAL FINISHES	2/3		
	<u>TOTAL CARRIED TO MAIN SUMMARY</u>	KSHS.		

ITEM NO.	DESCRIPTION	UNIT	QTY.	KSHS.	CTS.
	<u>PROPOSED CONSTRUCTION OF 2NO CLASSROOMS ON A ONE STOREY BUILDING MADE UP OF 4NO CLASSROOMS AT MAGADI BILLS OF QUANTITIES SECTION NO. 3</u> <u>PRIME COST AND PROVISIONAL SUMS</u> <u>PRIME COST SUMS</u>				
A	Allow a Prime Cost Sum of Kenya Shillings One Hundred and Forty Thousand for Electrical works		Sum	140,000	00
B	Allow a Prime Cost Sum of Kenya Shillings Eighty Thousand for Project Committee		Sum	80,000	00
C	Allow a Prime Cost Sum of Kenya Shillings One Hundred and Forty Thousand for Contingency		Sum	140,000	00
D	Allow a Prime Cost Sum of Kenya Shillings Twenty Thousand for Construction of 2No Blackboard		Sum	20,000	00
E	Allow a Prime Cost Sum of Kenya Shillings One Hundred and Fifty Thousand for Project Management		Sum	150,000	00
F	Allow a Prime Cost Sum of Kenya Shillings Ten Thousand for Signboard and Branding		Sum	10,000	00
G	Allow a Prime Cost Sum of Kenya Shillings Twenty Thousand for Project Documentation		Sum	20,000	00
	<u>TOTAL FOR PRIME COST AND PROVISIONAL SUMS CARRIED TO SUMMARY</u>		KSHS.	560,000	00

ITEM NO.			SHS.	CTS.
	<u>PROPOSED CONSTRUCTION OF 2NO CLASSROOMS ON A ONE STOREY BUILDING MADE UP OF 4NO CLASSROOMS AT MAGADI PRIMARY SCHOOL</u> <u>MAIN SUMMARY</u>	<u>PAGE NO.</u>		
1.	PRELIMINARIES	1/2		
2.	BUILDER'S WORKS	2/25		
3	PROVISIONAL SUMS	3/1		
	SUB-TOTAL			
	ADD 16% VAT			
	<u>TOTAL CARRIED TO FORM OF TENDER</u>	KSHS.		

EMPLOYER:

CONTRACTOR

NAME:NAME:

ADDRESS:

ADDRESS:

SIGNATURE:

SIGNATURE:

DATE:

DATE:

PART III - CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

These General Conditions of Contract (GCC), read in conjunction with the Special Conditions of Contract (SCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

General Conditions of Contract

A. General

1. Definitions

Boldface 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 works** 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) **Equipment** 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** is 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**.

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.

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).

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.

3 Language and Law

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

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

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

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.

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

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

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

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.

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.

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

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

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.

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
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- 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

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

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.

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.

If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may affect 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.

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

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

14 Site Data

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

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

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

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

The Contractor shall be responsible for design of Temporary Works.

The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works. The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

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

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

19 Discoveries

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

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

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

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

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.

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

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 25 days of receipt of such request.

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 25 days of receipt of such request.

24 Settlement of Claims and Disputes

Contractor's Claims

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.

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.

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.

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.

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.

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.

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

3.5 [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.

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.

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].

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.

Amicable Settlement

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.

Matters that may be referred to arbitration

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.
- e) Any dispute arising in respect of war risks or war damage.
- f) 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.

Arbitration

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.

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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.

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.

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.

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.

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.

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.

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.

24.4.8 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.

Arbitration with National Contractors

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;

- i) Architectural Association of Kenya
- ii) Institute of Quantity Surveyors of Kenya
- iii) Association of Consulting Engineers of Kenya
- iv) Chartered Institute of Arbitrators (Kenya Branch)
- v) Institution of Engineers of Kenya

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

Alternative Arbitration Proceedings

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.

Failure to Comply with Arbitrator's Decision

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

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.

Contract operations to continue

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

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.

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

1. Program

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.

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.

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 25 days of being instructed to by the Project Manager.

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.

2 Extension of the Intended Completion Date

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.

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.

3 Acceleration

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.

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.

4 Delays Ordered by the Project Manager

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

5 Management Meetings

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.

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.

6 Early Warning

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.

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

1 Identifying Defects

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.

2 Tests

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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.

3 Correction of Defects

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.

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.

4 Uncorrected Defects

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

1 Contract Price⁷

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.

2 Changes in the Contract Price⁸

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.

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.

3 Variations

All Variations shall be included in updated Programs⁹ produced by the Contractor.

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.

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.

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.

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

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 work¹⁰.

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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.

The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that: accelerate the contract completion period; or reduce the Contract Price or the life cycle costs to the Procuring Entity; or improve the quality, efficiency, safety or sustainability of the Facilities; or

yield any other benefits to the Procuring Entity, without compromising the functionality of the Works.

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** in

C 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.

4 Cash Flow Forecasts

When the Program11, 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.

5 Payment Certificates

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

The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor. The value of work executed shall be determined by the Project Manager.

The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed12.

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

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.

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: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

6 Payments

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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.

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.

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

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.

7. Compensation Events

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.
- a) 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.
- b) 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.
- c) The advance payment is delayed.
- d) The effects on the Contractor of any of the Procuring Entity's Risks.
- e) The Project Manager unreasonably delays issuing a Certificate of Completion.

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.

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.

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.

9. Retention

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.

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.

Liquidated Damages

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.

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

1. Bonus

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.

2. Advance Payment

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.

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.

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.

3. Securities

The Performance Security shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount **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

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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.

4 Dayworks

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.

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.

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

5 Cost of Repairs

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

1 Completion

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.

2 Taking Over

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

3 Final Account

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.

4 Operating and Maintenance Manuals

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

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.

5 Termination PC and Provisionals

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

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 (25) days written notice to the Contractor, terminate the Contract and expel him from the Site.

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

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.

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

6 Payment upon Termination

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.

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.

7 Property

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.

8 Release from Performance

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.

SECTION IX - SPECIAL CONDITIONS OF CONTRACT

Except where otherwise specified, all Special Conditions of Contract should be filled in by the Procuring Entity prior to issuance of the bidding document. Schedules and reports to be provided by the Procuring Entity should be annexed.

A. General	
GCC 1.1 (r)	The Procuring Entity is <i>[insert name, address, and name of authorized representative]</i> .
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be <i>[insert date]</i> <i>[If different dates are specified for completion of the Works by section ("sectional completion" or milestones), these dates should be listed here]</i>
GCC 1.1 (w)	The Project Manager is <i>[insert name, address, and name of authorized representative]</i> .
GCC 1.1 (aa)	The Site is located at <i>[insert address of Site]</i> and is defined in drawings No. <i>[insert numbers]</i>
GCC 1.1 (dd)	The Start Date shall be <i>[insert date]</i> .
GCC 1.1 (hh)	The Works consist of <i>[insert brief summary, including relationship to other contracts under the Project]</i> .
GCC 2.2	Sectional Completions are: <i>[insert nature and dates, if appropriate]</i>
GCC 5.1	The Project manager <i>[may or maynot]</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: <i>[insert Schedule of Other Contractors, if appropriate]</i>
PC and Provisionals	3/1

GCC 9.1	Key Personnel 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. 9.1 [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: <i>[insert amounts]</i>. (b) For loss or damage to Equipment: <i>[insert amounts]</i>. (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>[insert amounts]</i>. (d) for personal injury or death: (i) of the Contractor's employees: <i>[amount]</i>. (ii) of other people: <i>[amount]</i>.

GCC 25.1	Site Data are: <i>[list Site Data]</i>
GCC 20.1	The Site Possession Date(s) shall be: <i>[insert location(s) and date(s)]</i>
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: <i>[insert name of Authority]</i> .
GCC 24.1	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>[insert hourly fees and reimbursable expenses]</i> .

I B. Time Control

GCC 26.1	The Contractor shall submit for approval a Program for the Works within <i>[number]</i> days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is 25 days. The amount to be withheld for late submission of an updated Program is <i>[insert amount]</i> .

I C. Quality Control

GCC 34.1	The Defects Liability Period is: 90 days.
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I D. Cost Control

GCC 38.7	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be <i>_% (insert appropriate percentage. The percentage is normally up to 50%)</i> of the reduction in the Contract Price.
GCC 44.1	The currency of the Procuring Entity's Country is: <i>[insert name of currency of the Procuring Entity's Country]</i> .
GCC 45.1	The Contract <i>[insert "is" or "is not"]</i> subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients <i>[specify "does" or "does not"]</i> apply. <i>[Price adjustment is mandatory for contracts which provide for time of completion exceeding 18 months]</i> The coefficients for adjustment of prices are: (a) <i>[insert percentage]</i> percent nonadjustable element (coefficient A).(ib) <i>[insert percentage]</i> percent adjustable element (coefficient B). (c) The Index I for shall be <i>[insert index]</i> .
GCC 46.1	The proportion of payments retained is: <i>[insert percentage]</i> <i>[The retention amount is usually close to 5 percent and in no case exceeds 10 percent.]</i>

GCC 47.1	The liquidated damages for the whole of the Works are <i>[insert percentage of the final Contract Price]</i> per day. The maximum amount of liquidated damages for the whole of the Works is <i>[insert percentage]</i> of the final Contract Price. <i>[Usually, liquidated damages are set between 0.05 percent and 0.10 percent per day, and the total amount is not to exceed between 5 percent and 10 percent of the Contract Price. If Sectional Completion and Damages per Section have been agreed, the latter should be specified here]</i>
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GCC 48.1	The Bonus for the whole of the Works is <i>[insert percentage of final Contract Price]</i> per day. The maximum amount of Bonus for the whole of the Works is <i>[insert percentage]</i> of the final Contract Price. <i>[If early completion would provide benefits to the Procuring Entity, this clause should remain; otherwise delete. The Bonus is usually numerically equal to the liquidated damages.]</i>
GCC 49.1	The Advance Payments shall be: <i>[insert amount(s)]</i> and shall be paid to the Contractor no later than <i>[insert date(s)]</i>.
GCC 50.1	The Performance Security amount is <i>[insert amount(s) denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Procuring Entity]</i> (a) Performance Security - Bank Guarantee: in the amount(s) of <i>[insert related figure(s)]</i> 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 <i>[insert related figure(s)]</i> percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.

I E. Finishing the Contract

GCC 56.1	The date by which operating and maintenance manuals are required is <i>[insert date]</i>. The date by which "as built" drawings are required is <i>[insert date]</i> .
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 <i>[insert amount in local currency]</i>.
GCC 57.2 (g)	The maximum number of days is: <i>[insert number; consistent with Clause 47.1 on liquidated damages]</i>.
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 <i>[insert percentage]</i>.

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

FORMAT

1. For the attention of Tenderer's Authorized Representative
 - i) Name: *[insert Authorized Representative's name]*
 - ii) Address: *[insert Authorized Representative's Address]*
 - iii) Telephone: *[insert Authorized Representative's telephone/fax numbers]*
 - iv) Email Address: *[insert Authorized Representative's email address]*

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

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

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

3. Notification of Intention to Award
 - i) Procuring Entity: *[insert the name of the Procuring Entity]*
 - ii) Project: *[insert name of project]*
 - iii) Contract title: *[insert the name of the contract]*
 - iv) Country: *[insert country where ITT is issued]*
 - v) ITT No: *[insert ITT reference number from Procurement Plan]*

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

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

- a) The successful tenderer
 - i) Name of successful Tender_
 - ii) Address of the successful Tender ____
 - iii) Contract price of the successful Tender Kenya Shillings _____(in words_____)

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

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

5. **How to request a debriefing**

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

Agency: **Kisumu Central National Government Constituency Development Fund At DCC Kisumu Central Headquarters**

Email address: cdfkisumucentral@ngcdf.go.ke

- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five

(3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. **How to make a complaint**

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: **Fund Account Manager**
 - ii) Title/position: **Fund Account Manager**

Agency: **Kisumu Central National Government Constituency Development Fund At DCC Kisumu Central Headquarters**

Email address: cdfkisumucentral@ngcdf.go.ke

- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website info@ppra.go.ke or complaints@ppra.go.ke.

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

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

7. Stand still Period

- i) DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).
- ii) The Standstill Period lasts ten (25) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

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

Signature:_____Name:_____ Title/position:_____Telephone:_____Email: _

FORM NO 2: NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE

[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)*.

PC and Provisionals

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

Authorized Signature:

Name and Title of Signatory:

Name of Procuring Entity.....

Attachment: *Contract Agreement*.....

FORM NO 3: 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).

FORM NO. 4 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

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

_____*[Insert date of issue]*

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

1. We have been informed that_____(hereinafter called "the Contractor") has entered into Contract No.____dated_____with *(name of Procuring Entity)* (the Procuring Entity as the Beneficiary), for the execution of
_____(Hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary a sum or sums not exceeding in total an amount of_____*(in words)*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the Day of , 2.. 2, and any demand for payment under it must

be received by us at 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].

FORM NO. 7 - RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

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

Date: __[Insert date of issue]

Advance payment guarantee no. [Insert guarantee reference number]

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

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").

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.

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]

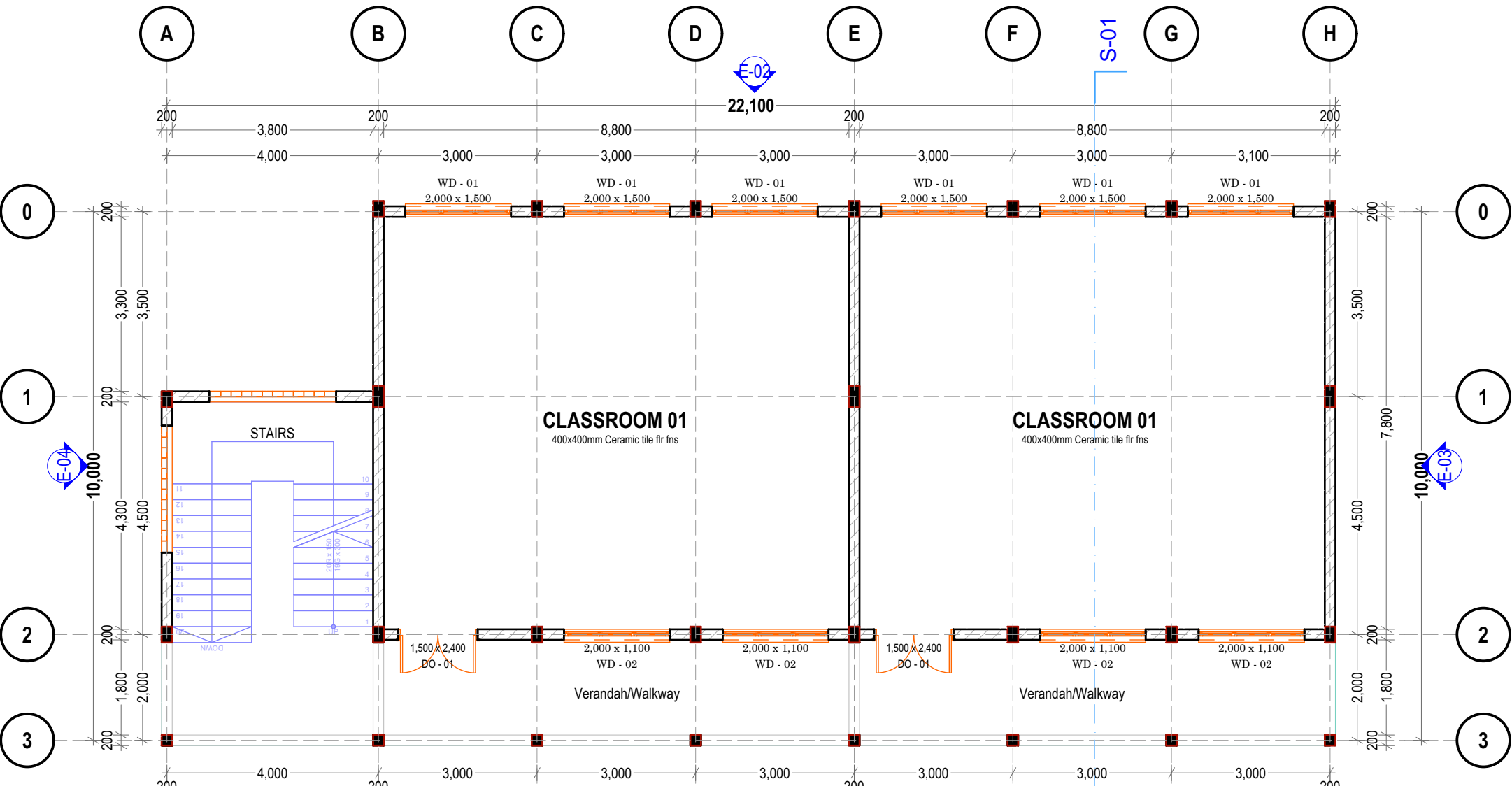
_____[(insert amount in words_____)]I upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number at_[insert name and address of Applicant's bank].

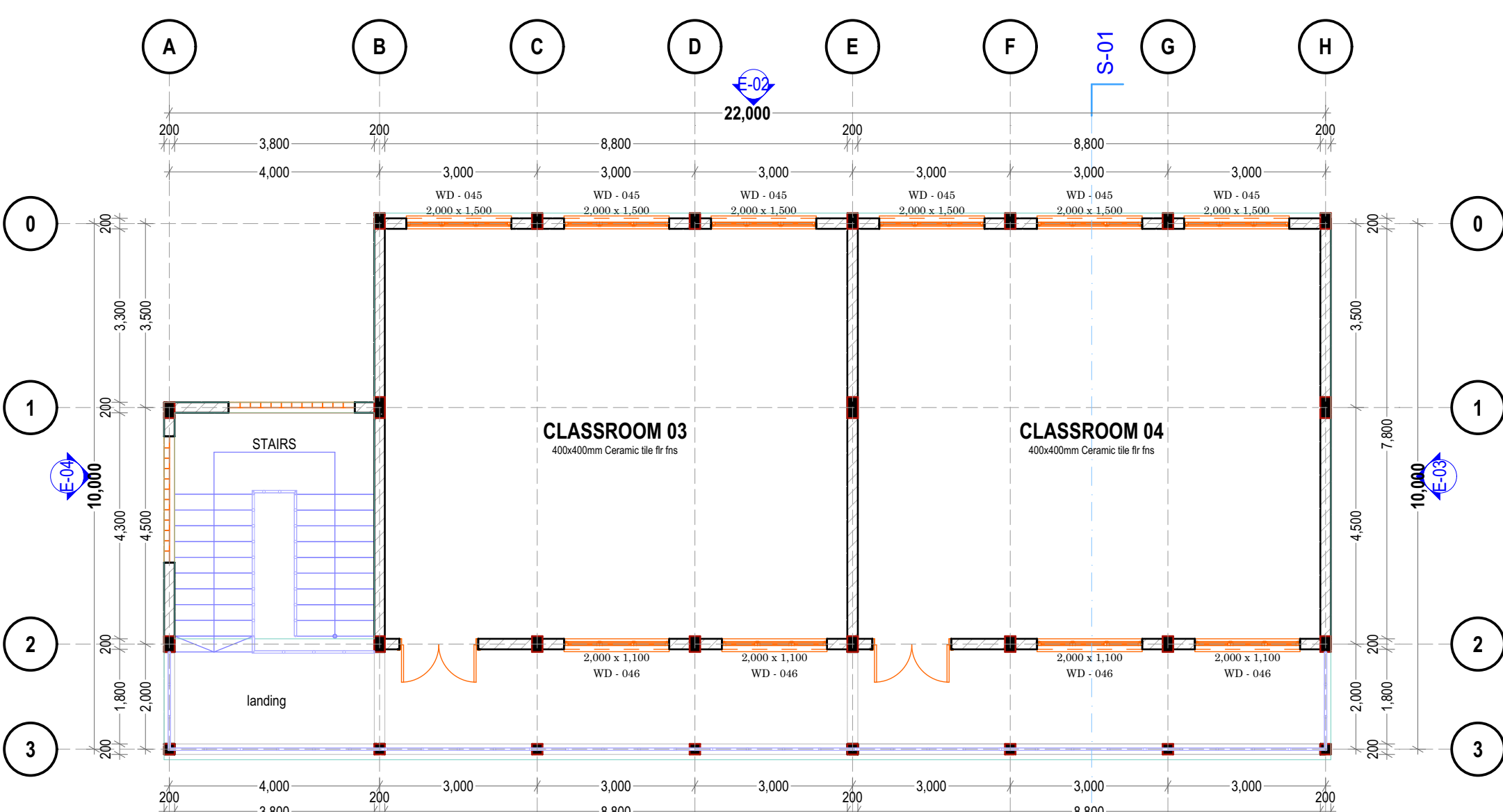
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- 5 This guarantee shall expire no later than the Day of , 202...,
and any demand for payment under it must be received by us at the office indicated above on or before that date.
- 6 The Guarantor agrees to a one-time extension of this guarantee for 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.

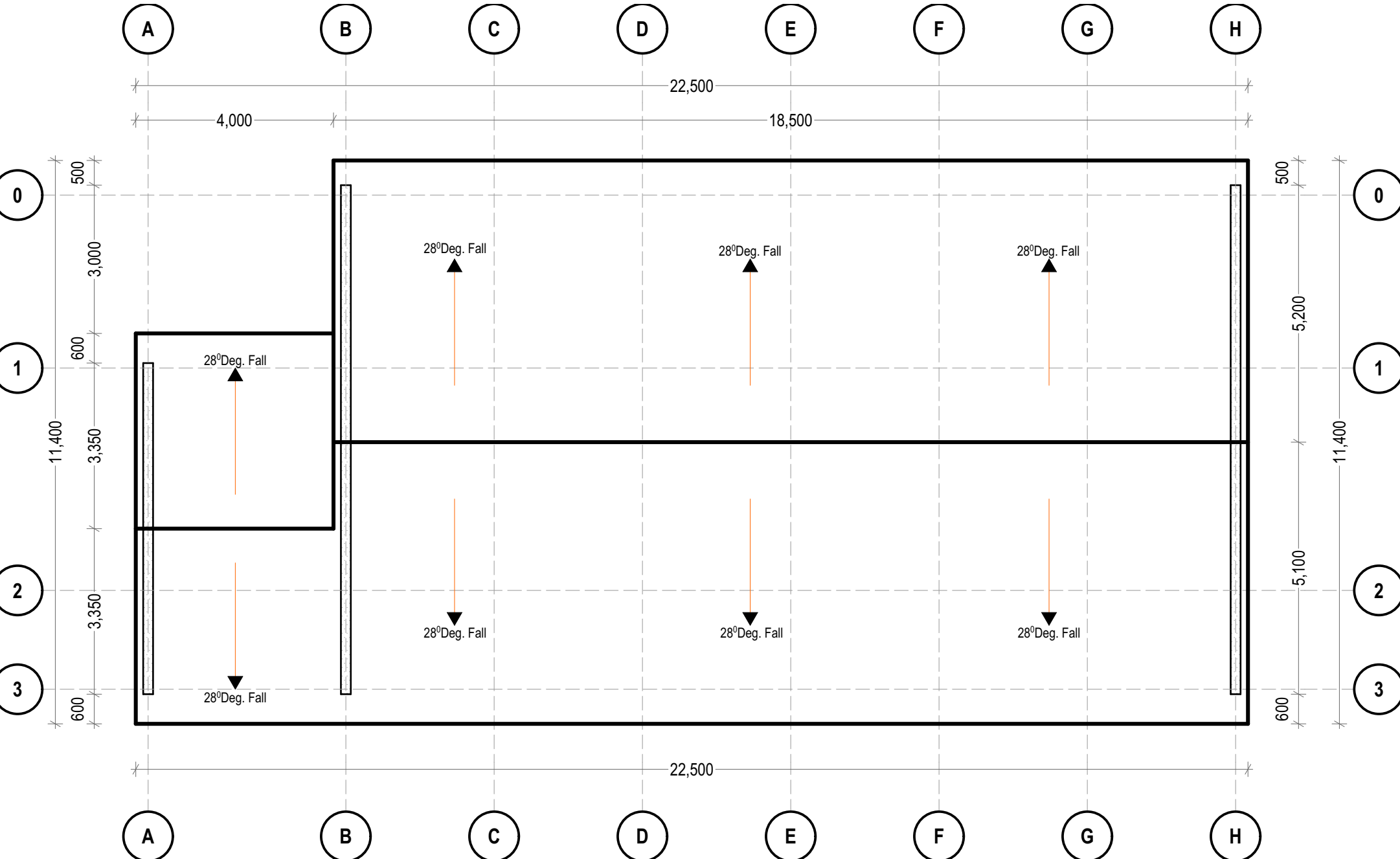
[Name of Authorized Official, signature(s) and seals/stamps]



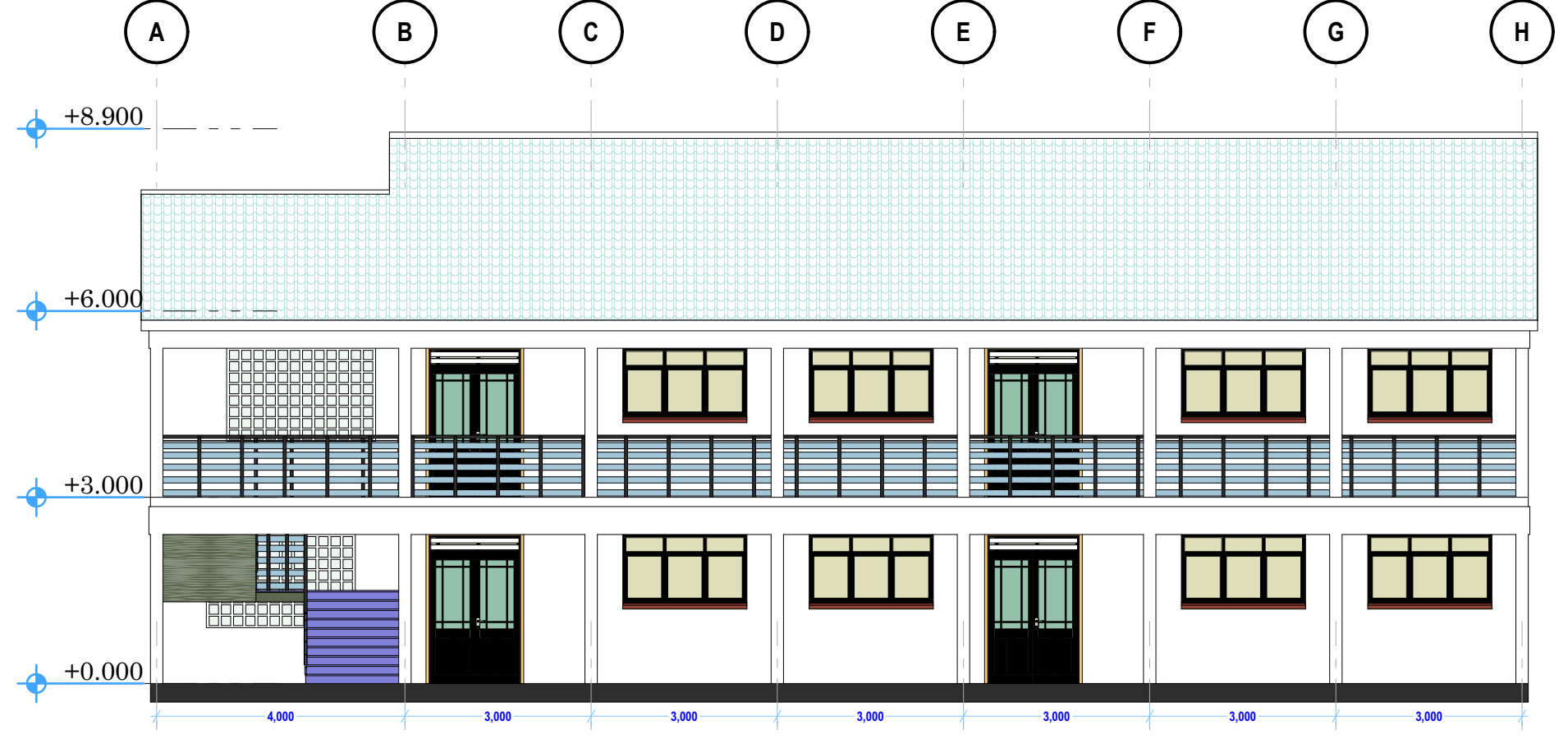
GROUND FLOOR PLAN
SCALE 1:100



1ST FLOOR PLAN
SCALE 1:100



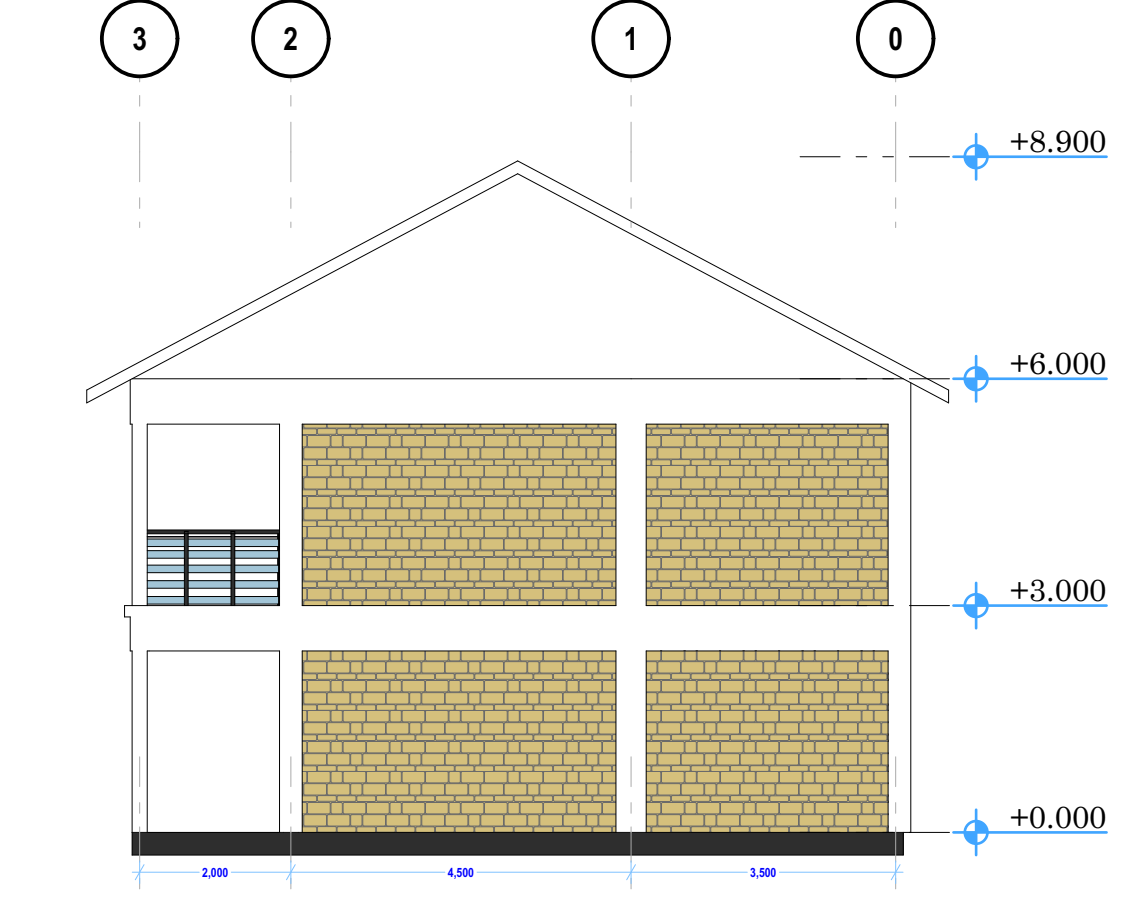
Roof Plan Layout
SCALE 1:100



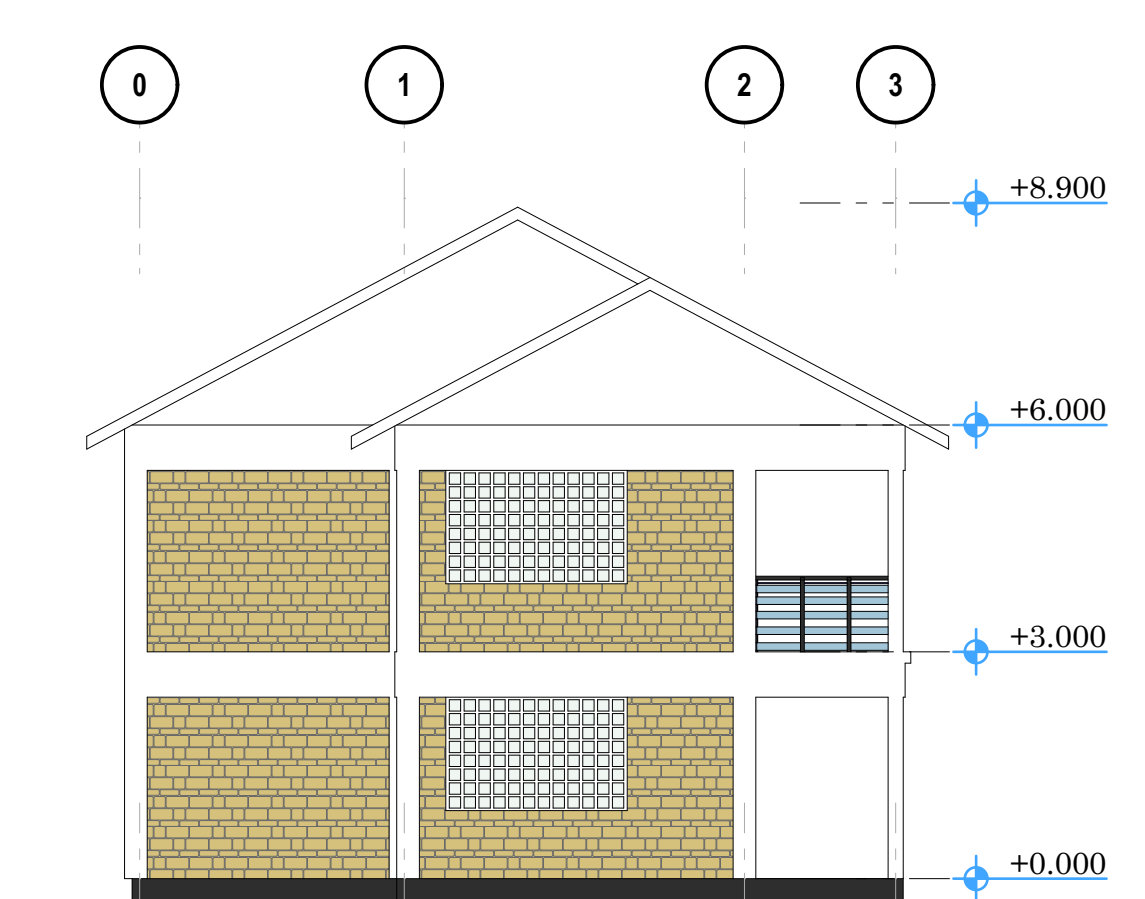
Elevation E-01
SCALE 1:100



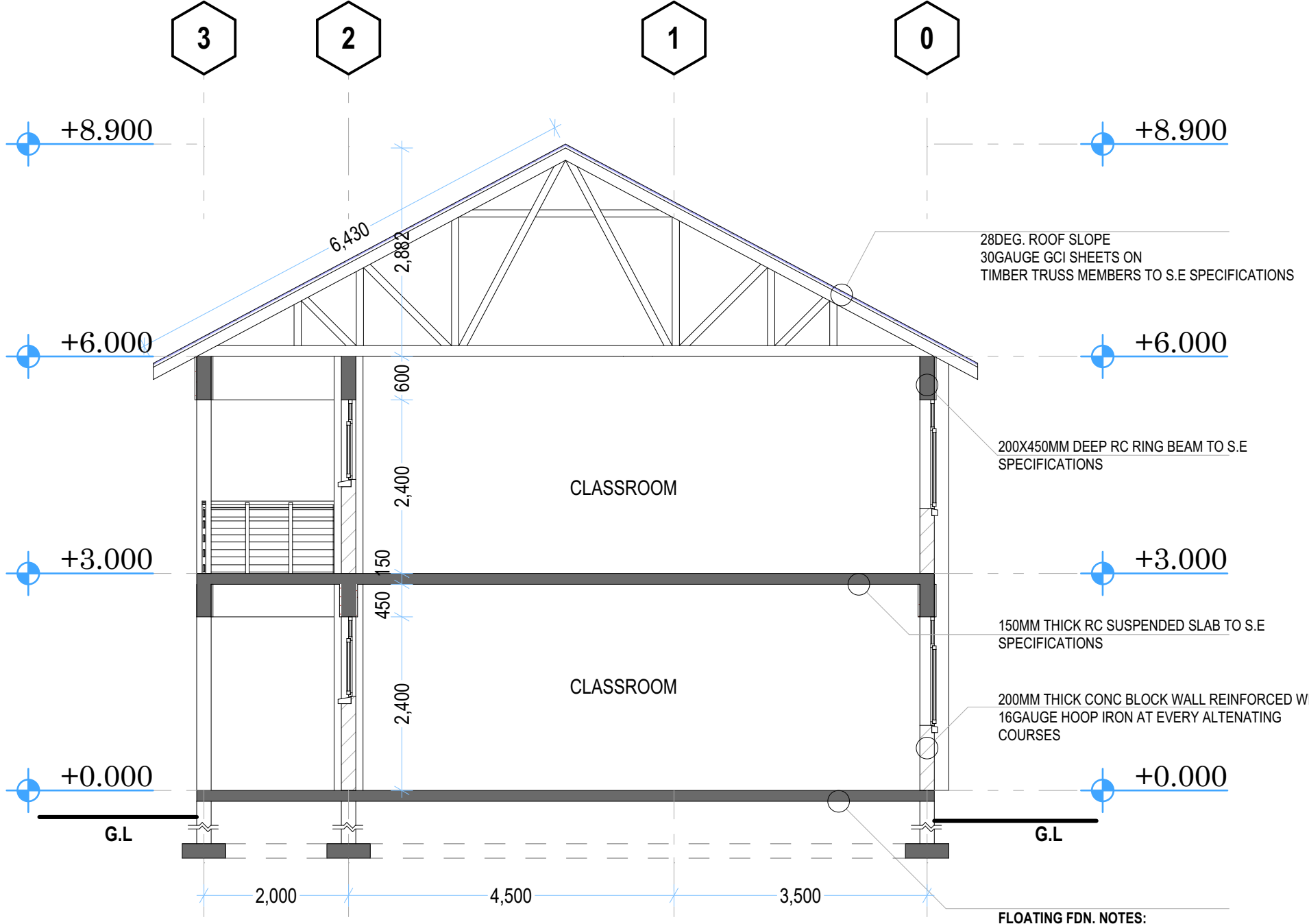
Elevation E-02
SCALE 1:100



Elevation E-03
SCALE 1:100



Elevation E-04
SCALE 1:100



Section S-01
SCALE 1:100

Door List	
Door Name	Double Door with Trans...
Quantity	4NO.
Zone Number	
W x H Size	1,500x2,400
Door sill height	0
Door head height	2,400
View from Reveal Side	

Window List			
Window Name	Triple Window 22	Triple Window 22	PC Conc. Vent blocks
Quantity	12NO.	8NO.	4NO.
W x H Size	2,000x1,500	2,000x1,100	2,400x1,500
Sill/Header Value	0.90	1.30	0.90
Height	1,500	1,100	1,500
View from Reveal Side			

WINDOW & DOOR LIST

NOTES

1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE STATED
2. DEPTH OF FOUNDATION TO BE DETERMINED ON SITE
3. ONLY FIGURED DIMENSIONS TO BE USED. DO NOT SCALE DRAWING
- 4.VERIFY ALL MEASUREMENTS ON SITE AND REFER ANY DESCREPCANY TO THE ARCHITECT.
5. PERMANENT VENTILATION [PV] TO BE PROVIDED ABOVE ALL OPENINGS EXCEPT TO WC.
6. ALL DRAINAGE IS TO SEPTIC TANK AND LAID ACCORDING TO PREVAILING PUBLIC HEALTH REQUIREMENTS.
7. ALL STRUCTURAL ELEMENTS TO STRUCTURAL ENGINEERS DETAILS.

REVISIONS

Ref	Date	Description
DPW/Arc/01/04/24	Apr, 2024	Tendering Drawings

PROJECT

PROPOSED 4DOOR CLASSROOM FOR KISUMU CENTRAL

TITLE

FLOOR PLAN, SECTION, ELEVATION, ROOF PLAN
DOOR & WINDOW LIST

CLIENT

NG-CDF KISUMU CENTRAL



DEPARTMENT OF
PUBLIC WORKS

DRAWN BY	Arch. Ass.OTIENO HENRY	DATE:
CHECKED BY	MOSES OBUON	APR 2024
SCALE	AS SHOWN	