



TAGDev Program@Egerton University

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TENDER DOCUMENTS FOR PROCUREMENT OF WORKS (BUILDING AND ASSOCIATED CIVIL ENGINEERING WORKS FOR TAGDev EGERHUB

1) NAME AND CONTACT ADDRESSES OF PROCURING ENTITY

Name: **Egerton University (TAGDev Program)**

Address: **P.O Box 536-20115 Njoro**

Email address: **mcf.chs@egerton.ac.ke**

2) Invitation to Tender (ITT) No. EU/NCB/ TAGDev /1/2021-2022(RE-TENDER)

3) Tender Name: Construction of TAGDev Program Business Incubation and Community Engagement Hub(EGERHUB).

INTRODUCTION ON PROPOSED TAGDev PROGRAM EGERHUB AT EGERTON UNIVERSITY

Egerton University, Kenya in partnership with the Regional Universities Forum for Capacity Building in Agriculture (RUFORUM) and Gulu University in Uganda received support from Mastercard Foundation to implement a Program titled “**Transforming African Agricultural Universities to meaningfully contribute to Africa’s Growth and Development (TAGDev)**” for a period of eight years (2016-2024). The proposed Eger hub will be constructed at Egerton University and the architectural impression is as shown.



INVITATION TO TENDER

PROCURING ENTITY: Egerton University (TAGDev

Program)

P.o Box. 536-20115 Njoro

CONTRACT NAME AND DESCRIPTION: Construction of TAGDev Program Business

Incubation and Community Engagement Hub (EGERHUB)-a two envelope tender.

The *TAGDev Program at Egerton University* invites sealed tenders for *Construction of a*

business incubation and community engagement hub starting January 2022 at Egerton

University

1. Tendering will be conducted under open competitive method using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
2. Tender documents may be viewed and downloaded for free from the website (www.egerton.ac.ke or www.tagdev.org). Tenderers who download the tender document should forward their particulars immediately to mcf.chs@egerton.ac.ke, +254711689880 and *P.O Box 536-20115 Njoro* to facilitate any further clarification or addendum.
3. Tenders shall be quoted in Kenya Shillings and shall include all taxes. Tenders shall remain valid for 150 days from the date of opening of tenders.
4. An original tender Security of Kshs 500,000.00 (Kenya Shillings five Hundred Thousand) must accompany all Tenders in form of bank Guarantee from a Commercial Bank in Kenya valid for 150 days from the date of tender opening.
5. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
6. Completed tenders must be delivered to the address below on or before **Wednesday 8th December, 2021 at 11.00 am** (EAT). Electronic Tenders *will not* be permitted.
7. Mandatory & technical proposal will be opened immediately after the deadline date and time specified above or any dead line date and times specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
8. Late tenders will be rejected.
9. The addresses referred to above are:

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

- (1) Name of Procuring Entity. Egerton University (TAGDev Program)
- (2) Physical address for hand Courier Delivery to TAGDev Office Egerton University Physics Block first floor Room 0012.
- (3) Postal Address: P.O Box 536-20115 Njoro.
- (4) Contact Person: Virginia Njuguna, 0711689880 mcf.chs@egerton.ac.ke.

B. Address for Submission of Tenders.

- 1) Name of Procuring Entity: **Egerton University (TAGDev Program)**

- 2) Postal Address: Attn TAGDev Program Administrator P.O Box 536-20115 Njoro.
- 3) Physical address for hand Courier Delivery to TAGDev Program office Egerton University Physics Block first floor room 0012 and placed in the tender box.

C. Address for Opening of Tenders.

- 1) Name of Procuring Entity. Egerton University (TAGDev Program)
- 4) Physical address for the location: TAGDev Program Resource center Egerton University Physics Block Basement floor room 0001 or Via zoom through a link that will be shared to the tenderers.

[Authorized Official (name, designation, Signature and date)]

Name: Prof. Joseph Mworio Wamutitu

Designation: Chair- Procurement Committee

Signature:

Date: 23rd November 2021

Section II - Tender Data Sheet (TDS)

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

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	The name of the contract is: Construction of TAGDev Program Business Incubation and Community Engagement Hub (EGERHUB). The reference number of the Contract is: EU/NCB/ TAGDev /1/2021-2022
ITT 2.4	The Information made available on competing firms is as follows:
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: BuildScape Contractors Limited
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: N/A
B. Contents of Tender Document	
ITT 7.1	(i) The Tenderer will submit any request for clarifications in writing at the Address mcf.chs@egerton.ac.ke , Egerton University Physics Block First Floor room 0012 to reach the Procuring Entity not later than Wednesday, 8th December 2021 at 11.00 (EAT). (ii) The Procuring Entity shall publish its response at the website: www.egerton.ac.ke and www.tagdev.org
ITT 7.2	(A) A pre-arranged pretender site visit shall take place at the following date, time and place: N/A
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than 30 th November 2021 at 4.00PM(EAT).
ITT 7.5	The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published is www.egerton.ac.ke , www.tagdev.org
ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is: (1) Name of Procuring Entity: Egerton University (TAGDev Program) (2) Physical address for hand Courier Delivery to an office or Tender Box (City, Street, Building, Floor Number and Room) TAGDev Program Office Egerton University Physics Block First Floor Room 0012 (3) Postal Address: P.o Box 536 – 20115 Njoro (4) Name, telephone number and e-mail address of the officer to be contacted. – Virginia Njuguna 0711689880, mcf.chs@egerton.ac.ke
C. Preparation of Tenders	
ITT 11.1 (h)	The Tenderer shall submit the following additional documents in its Tender: <i>[list any additional document not already listed in ITT 11.1 that must be submitted with the Tender. The list of additional documents should include the following:]</i>
ITT 13.1	Alternative Tenders <i>shall not be</i> considered.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 13.2	Alternative times for completion <i>Shall not be</i> permitted.
ITT 13.4	Alternative technical solutions shall be permitted for the following parts of the Works:N/A
ITT 14.5	The prices quoted by the Tenderer shall be in Kenya shillings.
ITT 15.2 (a)	Foreign currency requirements Not allowed.
ITT 18.1	The Tender validity period shall be 150 days
ITT 18.3	(a) The Number of days beyond the expiry of the initial tender validity period will be 30 days (b) The Tender price shall be adjusted by the following percentages of the tender price:N/A
ITT 19.1	Tender shall provide a Tender Security . The type of Tender security shall be an original Tender security of Kshs 500,000.00 (Kenya Shillings five Hundred Thousand) from a Commercial Bank in Kenya valid for 150 days from the date of tender opening.
ITT 20.1	In addition to the original of the Tender, the number of copies is: 2 per proposal
ITT 20.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of Letter of attorney including the name of the person appointed to sign, the number of national identification card and a specimen signature of the authorized person.
D. Submission and Opening of Tenders	
ITT 22.1	<p>(A) For <u>Tender submission purposes</u> only, the Procuring Entity's address is:</p> <p>(1) Name of Procuring Entity: Egerton University (TAGDev Program)</p> <p>(2) Postal Address (include name of Officer to be attentional) P.o Box 536 – 20115 Njoro, Attn: Virginia Njuguna TAGDev Program Administrator.</p> <p>(3) Physical address for hand Courier Delivery to an office or Tender Box (City, Street, Building, Floor Number and Room) TAGDev office Egerton University Physics Block first floor room 0012</p> <p>(4) Date and time for submission of Tenders Wednesday 8th December, 2021 at 11.00 (EAT).</p> <p>(5) Tenderers shall not submit tenders electronically.</p> <p>Tenders shall be submitted in two envelopes i.e Mandatory & Technical Proposal and Financial Proposal.</p> <p>A) THE MANDATORY & TECHNICAL PROPOSAL SHALL HAVE THE FOLLOWING</p> <ol style="list-style-type: none"> 1. Certificate of Incorporation 2. Tenderer's Eligibility Confidential business questionnaire 3. Certificate of Independent Tender Determination 4. Self-Declaration on debarment 5. Self-Declaration on Corruption / Fraudulent Practices 6. Declaration and Commitment to the Code of Ethics 7. Submission of two separate bids namely 1. mandatory & technical proposal and 2. financial proposal)-Bidders submitting one single tender will be disqualified from further evaluation. 8. Tenderer Information Form 9. Tender security 10. Tax Compliance Certificate 11. Attach valid NCA registration certificate and valid practicing license (NCA 6 and above) for building works 12. Attach valid single business permit/license for year 2021 13. All requirements in stage 2 of the technical evaluation stage. <p>B) FINANCIAL PROPOSAL ENVELOPE</p> <p>i. Form of Tender - Dully filled, signed and stamped without alterations to the Text on the</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>tenderer's letter head and signed (Mandatory).</p> <p>ii. Bill of quantities - Dully filled, signed and stamped without alterations to the Text. (Mandatory)</p> <p>iii. Serialization of financial proposal - Must be chronologically and sequentially serialized page i.e. 1,2,3,4.....(Mandatory).</p>
ITT 25.1	<p>The Tender opening shall take place at the time and the address for Opening of Tenders provided below:</p> <p>(1) Name of Procuring Entity: Egerton University (TAGDev Program)</p> <p>(2) Physical address for the location: TAGDev Resource Center Egerton University Physics Block First Floor Room number 0001</p> <p>(3) State date and time of Mandatory/technical proposal opening Wednesday 8th December 2021 at 11.30 (EAT).</p> <p>(4) Financial proposal shall be opened only whose proposals met the minimum technical qualification requirements /cutoff marks.</p>
ITT 25.1	<p>If Tenderers are allowed to submit Tenders electronically, they shall follow the electronic tender submission procedures specified below <i>N/A</i>.</p>
E. Evaluation, and Comparison of Tenders	
ITT 30.3	<p>The adjustment shall be based on the average price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.</p>
TT 32.1	<p>The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: Kshs.</p> <p>The source of exchange rate shall be: The Central bank of Kenya (mean rate) <i>N/A</i></p> <p>The date for the exchange rate shall be: Wednesday 8th December 2021 at 11.30 (EAT) <i>N/A</i></p>
ITT 33.2	<p>A margin of preference <i>shall not</i> apply.</p>
ITT 33.4	<p>The invitation to tender is extended to the following group that qualify for Reservations: The tender is Open to Local Contractors Only.</p>
ITT 34.1	<p>At this time, the Procuring Entity <i>does not intend</i> to execute certain specific parts of the Works by subcontractors selected in advance.</p>
ITT 34.2	<p>Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: 25% of the total contract amount. Tenderers planning to subcontract more than 10% of total volume of work shall specify, in the Form of Tender, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.</p>
ITT 34.3	<p>The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows: <i>N/A</i></p>
ITT 35.2 (e)	<p>Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria. <i>N/A</i></p>
ITT 48.1	<p>Other documents required in addition to the Performance Security are :<i>N/A</i></p>
ITT 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: Virginia Njuguna</p> <p>Title/position: TAGDev Program Administrator</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>Procuring Entity: Egerton University (<i>TAGDev Program</i>)</p> <p>Email address: <i>mcf.chs@egerton.ac.ke</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following (among others):</p> <ul style="list-style-type: none">(i) the terms of the Tender Documents; and(ii) the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

10 GENERAL PROVISIONS

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

13 EVALUATION AND CONTRACT AWARD CRITERIA

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that(i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2.0 PRELIMINARY EXAMINATION FOR

DETERMINATION OF RESPONSIVENESS

Preliminary examination for Determination of Responsiveness

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

STAGE 1. EVALUATION CRITERIA PRELIMINARY /MANDATORY REQUIREMENTS

Table 1: Preliminary /Mandatory Requirements

S/No.	Completeness and Responsiveness Criteria	Requirement
1.	Certificate of Incorporation	- Copy of certificate Certified by Commissioner for Oaths
2.	Tenderer's Eligibility Confidential business questionnaire	- Properly filled, signed and Certified - Attach proof of Citizenship and Directors shareholding. Attach National IDs for Directors and company's CR12
3.	Certificate of Independent Tender Determination	- Properly Filled, Stamped and Signed
4.	Self-Declaration on debarment	- Properly Filled, Stamped and Signed
5.	Self-Declaration on Corruption / Fraudulent Practices	- Properly Filled, Stamped and Signed
6.	Declaration and Commitment to the Code of Ethics	- Properly Filled, Stamped and Signed
7.	Submission of two separate bids namely (mandatory & technical proposal and financial proposal) two copies of each	- Properly Filled, Stamped and Signed - Prices shall be in Kenya Shillings. - Bidders submitting one single tender will be disqualified from further evaluation
8.	Tenderer Information Form	- Properly Filled, Stamped and Signed
9.	Tender security	- Attach a valid Tender security of Kshs 500,000.00 (Kenya Shillings five Hundred Thousand) in form of bank guarantee from a Commercial Bank in Kenya valid for 150 days from the date of tender opening.
10.	Serialization of Mandatory & technical proposal	- Must be chronologically and sequentially serialized page i.e. 1,2,3,4.....
11.	Tax Compliance Certificate	- Provide valid tax compliance certificate
12.	Attach valid NCA registration certificate and valid practicing license (NCA 6 or higher) for building works	- Copy of certificate Certified by Commissioner for Oaths
13.	Attach valid single business permit/license for year 2021	- Copy of certificate Certified by Commissioner for Oaths

NB: Please note that the authenticity of the above documents provided MAY be verified with the relevant authority and any forgery or false presentation in any one of the above shall lead to automatic disqualification and render the tenderers bid non-responsive.

Bidders must meet all the Mandatory requirements to qualify for Technical Evaluation.

STAGE 2. TECHNICAL EVALUATION –65 out of 80 marks, pass mark

Table 2: Scores for the Technical Evaluation

	Description	Points Scored	Max. Points	
1	Key Personnel (attach evidence of academic qualification and CV)			
	Director of the firm <ul style="list-style-type: none"> • At least one director is a holder of a diploma or higher in a relevant building/engineering field ----- 5marks • Holder of certificate in relevant building/engineering field ----- 3marks • Holder of trade test certificate in relevant building/engineering field ----- 2marks • No relevant certificate 0 		5	
	Project Manager At least 1 No. degree/diploma of the key personnel in relevant building/engineering field <ul style="list-style-type: none"> • with over 8 years ' relevant experience-- 5marks • With 5-8 years' relevant experience ----- - 3marks • With under 5 years' relevant experience ----- ---- 2marks 		5	
	At least 1 No. trade test/artisan certificate holder of key personnel in relevant building/Engineering field <ul style="list-style-type: none"> • With over 8 years' relevant experience --- -5marks • With 5-8 years' relevant experience ----- ----- 3marks • With under 5 years' relevant experience - ----- 2marks 		5	
			15	

2	<p>Evidence of performance of similar works completed and magnitude (building works only) in the last five years (attach certified copies of contracts agreements together with their completion certificate with their values clearly indicated)</p> <ul style="list-style-type: none"> • 1 no. Project of similar nature, complexity and magnitude. ----- 10 marks <p>or</p> <ul style="list-style-type: none"> • 2 no. Project of similar nature but of lower value than the one in consideration ----- 10 marks (each 5marks) <p>or</p> <ul style="list-style-type: none"> • No completed project of similar nature ---- 0 marks 		
			10
3	<p>On-going projects (Attach evidence)</p> <ul style="list-style-type: none"> • 1 no. Project of similar nature, complexity and magnitude ----- 10 marks <p>or</p> <ul style="list-style-type: none"> • 2 no. Project of similar nature but of lower value than the one in consideration ----- 10 marks (5 marks each) <p>or</p> <ul style="list-style-type: none"> • No ongoing project of similar nature ----- 0 marks 		
			10
4	<p>Schedules of contractor's equipment (Attach evidence of proof of ownership or valid lease agreement if the company lease the machinery or equipment's (10marks)</p> <ul style="list-style-type: none"> i. 1 no compaction roller (attach evidence of ownership/lease agreement)- 4 marks ii. 1 no concrete mixer (attach evidence of ownership /lease agreement)- 3 marks. iii. 1 no poker vibrator -(attach evidence of ownership /lease agreement)- 3 marks. 		
			10

Table 1: Scores for the Technical Evaluation (Cont'd)

5	Financial report Attach certified copies of audited financial statements for the last two financial years <ol style="list-style-type: none"> i. Turn over greater or equal to 2 times the cost of the project ----- 5 marks ii. Turn over greater or equal to the cost of the project ----- 3 marks iii. Turn over below the cost of the project ----- 1 marks iv. No Financial report attached-----0 marks 		
			5
6	Evidence of financial resources (cash in hand/bank, lines of credit, over draft facility, Certified bank statements for the last 6 months etc.) <ul style="list-style-type: none"> • Has financial resources to cover at least 50% of the cost of the project- 15marks or • Or Has financial resources to cover 30- 49% of the cost of the project.....10 marks Or • Or Has financial resources to cover below 30%-10% of the cost of the project.....-5 marks • Below 10%-0 marks 		
			15
7	Contractors proposed construction methodology and work programme (15 marks) <ol style="list-style-type: none"> i. Work programme showing critical lines for the whole project -10 marks ii. Construction methodology for the whole project 5 marks 		
			15
	TOTAL		80

Any bidder who scores 65 Marks and above in Technical Evaluation shall be invited for opening of their financial proposal.

Those who score less than 65 marks shall be called to collect their financial proposals unopened.

Stage 3. Evaluation of the Financial Proposal -Financial Score (Evaluation)

PART 1.

Shall involve three elements namely

i. Form of Tender- Dully filled, signed and stamped without alterations to the Text on the tenderer's letter head and signed (Mandatory).

ii. Bill of quantities - Dully filled, signed and stamped without alterations to the Text. (Mandatory).

iii. Serialization of financial proposal - Must be chronologically and sequentially serialized page i.e. 1,2,3,4.....(Mandatory).

Bidders must meet all of the above requirements to qualify for Part 2 of the Technical Proposal Evaluation

Responsive bidders from part 1 as shown below

The formulae for determining the Financial Score (FS) shall be as follows: -

The financial proposal shall be prepared and submitted by the candidate,
The formula for determining the financial score is as follows;
 $FS = FM/F*20$
Where; FS – Financial Score
FM – Lowest Financial Proposal
F - Financial Proposal under consideration
The weight given to the technical proposal is 80% and for financial proposal is 20%
The lowest financial bid will be given maximum financial score
The award criteria shall be a combination of Technical and financial scores of responsive bidders.

a) Combined Technical and Financial Scores (S)

Bidders will be ranked according to their combined technical (*TS*) and financial (*FS*) scores using the weights (*T*=the weight given to the Technical Proposal; *P*= the weight given to the Financial Proposal; *T + p = 1*) indicated below. The combined technical and financial score, *S*, shall be calculated as follows: -

$$S = TS \times T \% + FS \times P \%$$

Weighting T = 0.80 P = 0.2

AWARD CRITERIA

The bidder with the highest combined score for both the technical and financial evaluation shall be invited for **Negotiation applicable only if the bidder with the highest combined score for both the technical and financial evaluation has quoted above the budget.**

The procedure for negotiation.

- I. In the case of tenderers that quoted above the available budget, Egerton University (TAGDev Program) shall—
- (a) Reveal its available budget to tenderers; and
 - (b) Carry out price negotiation with the tenderer and request the tenderer to submit their best and final offer within a period not exceeding three days.
 - (4) The revised prices shall not compromise the quality specifications of the original tender.
 - (5) Negotiation shall be carried out by evaluation committee appointed in the initial process.

OPTION 2.

This shall only be undertaken **ONLY** if the bidder in 1 above refuses to negotiate with an aim of working within the approved budget.

That if the bidder with the highest combined score for both the technical and financial evaluation score in 1. above refuses to negotiate, the procuring entity shall invite the bidder with the second highest combined score for Negotiation.

The procedure for negotiation

- (a) reveal its available budget to tenderers; and
- (b) carry out price negotiation with the tenderer and request the tenderer to submit their best and final offer within a period not exceeding three days.
- (4) The revised prices shall not compromise the quality specifications of the original tender.
- (5) Negotiation shall be carried out by evaluation committee appointed in the initial process.

- 61 If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of share holding of Kenyan citizens is less than fifty-one percent (51%).
- 62 Contractors shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference.
- 63 After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:
- i) *Group A*: tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty-one percent (51%).
 - ii) *Group B*: tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty-one percent (51%). NOT APPLICABLE
- 64 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award of contract. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 6.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

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

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
 - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings _____
 - ii) Minimum average annual construction turnover of Kenya Shillings _____ *[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last _____ *[insert of year]* years.
 - iii) At least _____ *(insert number)* of contract(s) of a similar nature executed within Kenya, or the East African Community or a broad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings _____ equivalent.
 - iv) Contractor's Representative and Key Personnel, which are specified as _____
 - v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as *[specify requirements for each lot as applicable]* _____
 - iv) Other conditions depending on their seriousness.

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

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

b) **Pending Litigation**

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

c) **Litigation History**

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

1. FORMEQU: EQUIPMENT

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

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

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

2. FORM PER -1

Contractor's Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	Title of position: Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position: <i>[insert title]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

3. FORM PER - 2:

Resume and Declaration - Contractor's Representative and Key Personnel.

Name of Tenderer

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

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

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

Declaration

I, the undersigned [*insert either "Contractor's Representative" or "Key Personnel" as applicable*], certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

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

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

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

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

Name of Contractor's Representative or Key Personnel: [*insert name*]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

4. TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION

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

41 FORM ELI -1.1

Tenderer Information Form

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law<ol style="list-style-type: none">1. Establishing that the Tenderer is not under the supervision of the Procuring Entity2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

42 FORM ELI -1.2

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

Date: _____

ITT No. and title: _____

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

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
<input type="checkbox"/> Contract(s) withdrawn since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.			
<input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			

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

Include details relating to potential bid-rigging practices such as previous occasions where tenders were withdrawn, joint bids with competitors, subcontracting work to unsuccessful tenderers, etc.

5.4 FORM FIN – 3.1:

Financial Situation and Performance

Tenderer’s Name: _____

Date: _____

JV Member’s Name _____

ITT No. and title: _____

5.4.1. Financial Data

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

*Refer to ITT 15 for the exchange rate

5.4.2 Sources of Finance

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

No.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

5.4.3 Financial documents

The Tenderer and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements² for the _____ years required above; and complying with the requirements

² If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

5.5 FORM FIN – 3.2:

Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

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

5.6 FORM FIN – 3.3:

Financial Resources

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

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

5.7 FORM FIN – 3.4:

Current Contract Commitments / Works in Progress

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

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

5.8 FORM EXP - 4.1

General Construction Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Page _____ of _____ pages

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

5.9 FORM EXP - 4.2(a)

Specific Construction and Contract Management Experience

Tenderer's Name: _____
 Date: _____
 JV Member's Name _____
 ITT No. and title: _____

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

5.9 FORM EXP - 4.2(a)

Specific Construction and Contract Management Experience

Tenderer's Name: _____
 Date: _____
 JV Member's Name _____
 ITT No. and title: _____

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

5.9 FORM EXP - 4.2 (a) (cont.)

Specific Construction and Contract Management Experience (cont.)

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

5.10 FORM EXP - 4.2(b)

Construction Experience in Key Activities

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name³ (as per ITT 34): _____

ITT No. and title: _____

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

1. Key Activity No One: _

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			Kenya Shilling	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

³ If applicable

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

2. Activity No. Two

3.

OTHER FORMS

6. FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*
- iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
 - *Tenderer's Eligibility- Confidential Business Questionnaire*
 - *Certificate of Independent Tender Determination*
 - *Self-Declaration of the Tenderer*

Date of this Tender submission: *[insert date (as day, month and year) of Tender submission]* **Request for Tender No.:** *[insert identification]* **Name and description of Tender** *[Insert as per ITT]* **Alternative No.:** *[insert identification No if this is a Tender for an alternative]*

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

Dear Sirs,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum⁴ of Kenya Shillings *[Amount in figures]* _____ Kenya Shillings *[amount in words]* _____

The above amount includes foreign currency⁵ amount (s) of *[state figure or a percentage and currency]* *[figures]* _____ *[words]* _____

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

⁴ *This sum should be carried forward from the Summary of the Bills of Quantities.*

⁵ *The percentage quoted above should not include provisional sums, and not more than two foreign currencies are allowed.*

based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;

- iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
- v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
- vi) Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; or
- Option 2, in case of multiple lots:
- (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
- (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- vii) Discounts: The discounts offered and the methodology for their application are:
- viii) The discounts offered are: *[Specify in detail each discount offered.]*
- ix) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- xi) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
- xii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a sub-contractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
- xiii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- xiv) State-owned enterprise or institution: *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]*/*[We are a state-owned enterprise or institution but meet the requirements of ITT 3.8]*;
- xv) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

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

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

prepared and executed;

- xvii) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) **Fraud and Corruption:** We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- xix) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
- xxi) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
 - a) Tenderer's Eligibility; Confidential Business Questionnaire - to establish we are no tin 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.
 - (d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

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

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

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

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

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

Date signed _____ day of _____, _____

Notes

** In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer.*

***Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.*

(a) **TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE**

Instruction to Tenderer

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

(a) Tenderer's details

	ITEM	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.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

(b) Sole Proprietor, provide the following details.

Name in full _____ Age _____
Nationality _____ Country of Origin _____
Citizenship _____

(c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) Registered Company, provide the following details.

I) Private or public Company _____

ii) State the nominal and issued capital of the Company_____

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

(i) Conflict of interest disclosure

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

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

Certification

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

Full Name _____

Title or Designation _____

(Signature)

(Date)

b) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

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

Name _____
Title _____
Date _____

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

(c) **SELF- DECLARATION FORMS**

FORM SD1

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

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

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

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

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

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

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

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

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.....

TENDERER INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

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

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

1. Tenderer's Name:*[insert Tenderer's legal name]*
2. In case of JV, legal name of each member:*[insert legal name of each member in JV]*
3. Tenderer's actual or intended country of registration:*[insert actual or intended country of registration]*
4. Tenderer's year of registration:*[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration:*[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information
Name:*[insert Authorized Representative's name]*
Address.....*[insert Authorized Representative's Address]*
Telephone:.....*[insert Authorized Representative's telephone/fax numbers]*
Email Address:.....*[insert Authorized Representative's email address]*
7. Attached are copies of original documents of..... *[check the box(es) of the attached original documents]*

- Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.
- In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing:
- i) Legal and financial autonomy
 - ii) Operation under commercial law
 - iii) Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity
- A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14.

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

Beneficiary: _____

Request for Tenders No:

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

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

[signature(s)]

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of _____ under Request for Tenders No. _____ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 ____.

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

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

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

FORM OF TENDER - SECURING DECLARATION

[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 process]*

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

- 1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
- 2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we—(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
- 3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
- 4. I/We understand that if I am /we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:..... Capacity/title (director or partner or sole proprietor, etc.)

Name:..... Duly authorized to sign the

bid for and on behalf of: *[insert complete name of Tenderer]*

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

Appendix to Tender

Schedule of Currency requirements

Summary of currencies of the Tender for _____ [insert name of Section of the Works]

Name of currency	Amounts payable
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	
Provisional sums expressed in local currency	[To be entered by the Procuring Entity]

Section IX - Special Conditions of Contract

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

Conditions	Sub-Clause	Data
Part A - Contract Data		
Procuring Entity's name and address	Heading	<i>Insert</i>
Name and Reference No. of the Contract	Heading and 1.1	<i>Insert</i>
Engineers Name and address	Heading and 3.1.1	<i>Insert</i>
Contractor's Representative's name	4.3.1	<i>[insert the name of the Contractor's Representative agreed by the Procuring Entity prior to Contract signature]</i>
Key Personnel names	16.9.1	<i>[insert the name of each Key Personnel agreed by the Procuring Entity prior to Contract signature]</i>
Time for Completion	1.1.	_____ days <i>If Sections are to be used, refer to Table: Summary of Sections below</i>
Defects Notification Period	1.1	_____ days
Sections	1.1	<i>If Sections are to be used, refer to Table: Summary of Sections below</i>
Electronic transmission systems	1.3	
Time for the Parties entering into a Contract Agreement	1.6	Within 30days
Commencement Date	8.1.1	
Time for access to the Site	2.1.1	No later than the Commencement Date, and not later than _____ days after Commencement Date
Architect Duties and Authority	3.1.6 (b) (ii)	Variations resulting in an increase of the Accepted Contract Amount in excess of _____% shall require approval of the Procuring Entity.
Performance Security	4.2.1	The performance security will be in the form of a _____ [insert either one of "demand guarantee" or "performance bond"] in the amount(s) of [insert related figure(s)] percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.

Conditions	Sub-Clause	Data
Normal working hours	6.5	Specify
Delay damages for the Works	8.7 & 14.15(b)	_____ % of the Contract Price per day. <i>If Sections are to be used, refer to Table: Summary of Sections below</i>
Maximum amount of delay damages	8.7.1	_____ % of the final Contract Price.
Provisional Sums	13.6. (b)(ii)	<i>[If there are Provisional Sums, insert a percentage for adjustment of Provisional Sums]</i> _____ %
Adjustments for Changes in Cost	13.9	Period “n” applicable to the adjustment multiplier “Pn”: _____ <i>[Insert the period if different from one (1) month; if period “n” is one (1) month, insert “not applicable”]</i>
Total advance payment	14.2.1	___ % Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable <i>[Insert number and timing of installments if applicable]</i>
Repayment amortization rate of advance payment	14.2.5 (b)	_____ %
Percentage of Retention	14.3.2 (c)	_____ %
Limit of Retention Money	14.3.2 (c)	_____ % of the Accepted Contract Amount
Plant and Materials	14.5.3(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment Free on Board _____ <i>[list]</i> .
	14.5.3(c)(i)	Plant and Materials for payment when delivered to the Site _____ <i>[list]</i> .
Minimum Amount of Interim Payment Certificates	14.6.2	_____ % of the Accepted Contract Amount.
Publishing source of commercial interest rates for financial charges in case of delayed payment	14.8	Specify _____ % rate per month of delayed payment.
Maximum total liability of the Contractor to the Procuring Entity	17.6.2	<i>[Select one of the two options below as appropriate]</i> The product of _____ <i>[insert a multiplier less or greater than one]</i> times the Accepted Contract Amount, <i>or</i> _____ <i>[insert amount of the maximum total liability]</i>
Periods for submission of insurance: a. evidence of insurance. b. relevant policies	18.1.6	<i>[Insert period for submission of evidence of insurance and policy. Period may be from 14 days to 30days.]</i> ____ days ____ days
Maximum amount of deductibles for insurance of the Procuring Entity's risks	18.2.4 (d)	<i>[Insert maximum amount of deductibles]</i>
Minimum amount of third-party insurance	18.3.2	<i>[Insert amount of third-party insurance]</i>
The place of arbitration	20.7.2	<i>Insert city and Country</i>

SECTION X - CONTRACT FORMS

FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD

FORM NO. 2 – REQUEST FOR REVIEW

FORM No. 3-LETTEROF AWARD

FORM No. 4 - CONTRACT AGREEMENT

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

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

FORM No. 7 - ADVANCE PAYMENT SECURITY

FORM No. 8 - RETENTION MONEY SECURITY

FORM No 1: NOTIFICATION OF INTENTION TOAWARD OF CONTRACT

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

FORMAT

1. For the attention of Tenderer's Authorized Representative

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

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

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

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

3. Notification of Award

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

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

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

a) The successful tenderers

i) Name of successful Tender _____

ii) Address of the successful Tender _____

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

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

c) Other Tenderers

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

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

(Note a) State NE if not evaluated

5. How to request a debriefing

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

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: *[insert full name of person, if applicable]*
 - ii) Title/position: *[insert title/ position]*
 - iii) Agency: *[insert name of Procuring Entity]*
 - iv) Email address: *[insert email address]*
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke.

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

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

7. Standstill Period

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

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

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

FORM NO 3: LETTER OF AWARD

letterhead paper of the Procuring Entity]

[date]

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

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is here by accepted by..... *(name of Procuring Entity)*.

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

Authorized Signature:

Name and Title of Signatory:

Name of Procuring Entity:

Attachment: *Contract Agreement*:

FORM NO 4: CONTRACT AGREEMENT

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

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

The Procuring Entity and the Contractor agree as follows:

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

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

Signed and sealed by _____ (for the Procuring Entity)

Signed and sealed by _____ (for the Contractor).

FORM NO. 5 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

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

Date: _____ *[Insert date of issue]*

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

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

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

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

FORM No. 6- PERFORMANCE SECURITY

[Option 2– Performance Bond]

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

[Guarantor letterhead or SWIFT identifier code]

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

_____ *[Insert date of issue]* **PERFORMANCE**

BONDNo.: _____

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

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Obligee (hereinafter called “the Procuring Entity”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the _____ day of _____, 20_____, for _____ in accordance with the documents, plans, specifications, and amendments there to, which to the extent here in provided for, are by reference made part here of and are here in after referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
 - a) Complete the Contract in accordance with its terms and conditions; or
 - b) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - c) Pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named here in or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has here unto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly at tested by the signature of his legal representative, this day _____ of _____ 20_____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

FORM NO. 7 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

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

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

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

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

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

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

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.

²Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM NO. 8 – RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

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

Date: _____ *[Insert date of issue]*

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

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

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

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

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

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

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

FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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

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

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

Tender Reference No.: _____ [insert identification no]

Name of the Assignment: _____ [insert name of the assignment] to:
 _____ [insert complete name of Procuring Entity]

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

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

Details of beneficial ownership

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

OR

ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

OR

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

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

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

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

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

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

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

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

BILL OF QUANTITIES

BILL NO. 1					
MAIN BUILDING					
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	<u>PROPOSED CONFERENCE HALL</u>				
	<u>ELEMENT NO. 1</u>				
	<u>SUBSTRUCTURES (ALL PROVISIONAL)</u>				
	<u>SITE CLEARANCE</u>				
A	Clear site of works of grass, shrubs and bushes, grab up roots and cart away.	363	SM		
	<u>EXCAVATIONS</u>				
B	Allow for keeping the whole of excavations free from all waters.	Item			
C	Allow for maintaining and upholding sides of excavations and keeping free from fallen materials.	Item			
D	Excavate oversite average 200mm deep to remove top vegetable soil and cart away.	363	Sm		
E	Bulk excavations to reduce levels over the building area commencing from stripped level and not exceeding 1.5 metres deep and cart away debris.	108	Cm		
F	Excavate foundation trench and column bases not exceeding 1.5m deep commencing from reduced level.	160	Cm		
G	Extra over all excavations and earthworks in breaking rock at any point.	6	Cm		
H	Return, fill in and ram selected excavated materials.	70	Cm		
I	Load and cart away surplus excavated materials from site.	90	Cm		
	<u>FILLINGS</u>				
J	Approved hardcore filling spread, levelled, watered, rolled and well compacted in 150mm thick layers to make up levels.	108	Cm		
K	50mm thick murrum or quarry dust blinding to surface of hardcore.	363	Sm		

	Carried to collection				-
P - 1					
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
A	Termidor or any other equal and approved insecticide to the surface of hardcore applied as per manufacturers instructions with 10 year guarantee.	363	Sm		
B	1000 gauge damp proof membrane with 150 mm laps.-	363	Sm		
<u>CONCRETE WORK</u>					
<u>Mass concrete (1:4:8) as described in: -</u>					
C	50mm thick blinding under strip foundations	133	Sm		
D	Ditto under column bases	40	Sm		
<u>Vibrated reinforced concrete (1:2:4) class 20/20 in: -</u>					
E	Strip foundations	33	Cm		
F	Column bases	25	Cm		
G	Foundation columns	6	Cm		
I	150mm thick ground floor slab	363	Sm		
<u>Reinforcement</u>					
<u>High tensile square twisted bars in: -</u>					
J	16mm diameter.	1576	kgs		
K	12mm ditto.	1158	kgs		
L	8mm ditto.	400	kgs		
<u>Fabric Mesh Reinforcement:-</u>					
M	B.R.C Mesh reinforcement No. A142 weighing 2.22 kg per square metre (measured net) with 230mm minimum laps including tying wire and support as required.	363	Sm		
	Carried to collection				-
P - 2					
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
<u>Sawn formwork to: -</u>					
A	Sides of Column bases	39	Sm		

B	Vertical sides of foundation columns	98	Sm		
C	Ditto strip foundations	111	Sm		
E	Edge of slab 75 - 150mm high	70	Lm		
	<u>Walling</u>				
	<u>Natural stone (cut to size) walling in cement sand (1:4) mortar :-</u>				
F	200mm thick foundation walling	266	Sm		
	<u>Wall ties :-</u>				
G	25mm wide x 3mm thick hoop iron wall ties 450mm girth	133	No		
	<u>Damp proof courses :-</u>				
	<u>Three ply horizontal hessian based bituminous felt including levelling bed as described in :-</u>				
J	200mm wide walling	180	Lm		
K	100mm ditto	60	Lm		
	<u>Plinths :-</u>				
L	12mm thick cement sand (1:4) external rendering to plinth wall with wood float finish	60	Sm		
M	Prepare and apply two coats black bituminous paint on rendered plinth externally	60	Sm		
	Carried to collection				-
	P - 3				
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	<u>COLLECTION</u>				
	Brought forward from page P - 1				-
	Brought forward from page P - 2				-
	Brought forward from page P-3				-
	TOTAL FOR ELEMENT NO. 1				
	CARRIED TO GRAND SUMMARY				-

P - 4					
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	<u>ELEMENT NO. 2</u>				
	<u>CONCRETE SUPERSTRUCTURE</u>				
	<u>Vibrated Reinforced Concrete (1:2:4) class</u>				
	<u>20/20 in:-</u>				
A	Columns	18	Cm		
B	Beams	40	Cm		
C	150mm thick suspended slab	726	Sm		
	<u>Reinforcement: -</u>				
	<u>High tensile square twisted bars in: -</u>				
D	16 mm diameter	4640	Kgs		
E	10 mm ditto	7280	Kgs		
F	8 mm ditto	2800	Kgs		
	<u>Sawn formwork to: -</u>				
G	Vertical sides of columns	195	Sm		
H	Sides and soffites of beams	488	Sm		
J	Soffites of suspended slab	726	Sm		
	<u>STAIRCASE</u>				
	<u>Vibrated Reinforced concrete (1:2:4) class 20/20</u>				
	<u>in: -</u>				
K	Stair and rump	11	Cm		
L	Stairbeam	4	Cm		
M	150mm thick landing	0.5	Sm		
	-				
	<u>Reinforcement: -</u>				
	<u>High tensile square twisted bars in: -</u>				
N	12mm diameter	380	Kgs		
O	10mm ditto	320	Kgs		
	Carried to collection				-

P - 5					
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	<u>Sawn formwork to: -</u>				
A	Slopping soffites of stair and rump	50	Sm		
B	Soffites of landing	4	Sm		
C	Outer edge of stair	42	Sm		
D	Risers 150 - 225 mm high	27	Lm		
	<u>Metalwork:</u>				
	<u>The following metalwork in staircase / balcony balusters/ balustrades including cutting, welding and built into concrete: -</u>				
E	40 x 10mm mild steel horizontal rail	210	Lm		
F	25x25x3mm thick rolled hollow section ditto	210	Lm		
G	Ditto balusters	40	Lm		
H	Ditto balustrades	80	Lm		
I	Extra over balusters for forming ragged end 86mm long and building in	80	No		
J	Perforate 40x 10mm horizontal rail through 10mm thickness for passage of 25 x 25mm square vertical baluster both of rail to baluster	60	No		
K	End of 25 x 25mm square intermediate balustrade cut, machined and fillet welded to horizontal rail	72	No		
	<u>Mild steelwork:</u>				
L	50 mm diameter x 2 mm thick stainless steel handrail.	55	Lm		
	<u>Sundries:-</u>				
	<u>Reinforced concrete (1:2:4) class 20/20 as described in :-</u>				
M	200 x 100 mm thick kerb.	50	Lm		
	<u>Sawn formwork to:-</u>				
N	Sides of kerb 75 - 150 mm high.	100	Lm		
	Carried to collection				-

P - 6					
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	<u>COLLECTION</u>				
	Brought forward from P - 5				-
	Brought forward from P-6				-
	TOTAL FOR ELEMENT NO. 2				
	CARRIED TO SUMMARY				-
P - 7					
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	<u>ELEMENT NO. 3</u>				
	<u>WALLING</u>				
	<u>Natural stone walling in cement sand (1:4) mortar:</u>				
	<u>Externally</u>				
A	200mm thick walling including 20 x 3 mm mild steel hoop iron in every alternate course	403	Sm		
B	Extra Over walling for plastering to receive wall cladding	403	Sm		
	<u>Internally</u>				
C	200 mm ditto including 20 x 3 mm thick mild steel hoop iron in every alternate course	930	Sm		
D	100mm ditto	42	Sm		
E	Extra Over walling for rough chisel dressing	972	Sm		
	<u>Wall ties :-</u>				
F	25mm wide x 3mm thick hoop iron wall ties 450mm girth.	687	No		
	TOTAL FOR ELEMENT NO. 3				
	CARRIED TO SUMMARY				-
P - 8					
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	<u>ELEMENT NO. 4</u>				
	<u>DOORS</u>				
	<u>Metal doors</u>				
	<u>Purpose made mild steel door with one coat red lead oxide primer comprising of 75 x 50</u>				

	<u>x 2mm thick rolled hollow section frame all</u>				
	<u>round 40 x 40 x 2mm thick R.H.S horizontal/</u>				
	<u>vertical frames all welded together as</u>				
	<u>described in : -</u>				
A	Double leaf door overall size 1800 x 2400 mm high in two equal leaves including 2 No. equal panels in 4mm thick ordinary quality clear sheet glass (m.s) top panel and 2mm thick mild steel bottom panel infill welded bothways.	1	No		
B	Double leaf door overall size 1200 x 2400 mm high in two equal leaves including 2 No. equal panels in 4mm thick ordinary quality clear sheet glass (m.s) top panel and 2mm thick mild steel bottom panel infill welded bothways.	3	No		
C	Double Single leaf door size 900 x 2400 mm high ditto.	1	No		
	<u>FLUSH DOORS</u>				
	<u>50mm thick (finished) semi-solid core ordinary</u>				
	<u>quality internal flush door faced on</u>				
	<u>both sides with 3mm thick mahogany veneer</u>				
	<u>plywood and including 12mm hardwood beading all</u>				
	<u>round as described in : -</u>				
D	Door overall size 900 x 2400 mm high including fanlight area 300mm high.	28	No		
	<u>Frames and finishings</u>				
	<u>Metalwork</u>				
E	75 x 50 x 2mm thick rolled hollow section frame	35	Lm		
F	140 x 3mm thick plate welded to 140 x 150mm long plate built into stonework	35	Lm		
	<u>Wrot hardwood :-</u>				
G	150 x 50mm rebated door frame	160	Lm		
	Carried to collection				-
	P - 9				
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
A	Ditto transom twice rebated	25	Lm		
B	40 x 20mm moulded architrave	160	Lm		
C	20mm quadrant bead	160	Lm		
	<u>Glazing</u>				

D	4mm thick ordinary quality clear sheet glass and glazing to fanlight area with timber beadings	5	Sm		
E	Ditto and glazing in metal with mastic putty	2	Sm		
	<u>Iron mongery</u>				
	<u>Supply and fix the following ironmongery dry frame union or any other equal and approved manufacturer :-</u>				
F	100mm purpose made mild steel heavy duty pin and socket door hinges.	9	Prs		
G	100mm pressed steel butt hinges.	28	prs		
H	3-lever steel door lock complete with set of lever handle furniture.	5	No		
J	2- lever mortice lock complete with set of lever handle furniture	28	No		
K	150mm pressed steel lockable tower / barrel bolt	33	No		
L	38mm rubber door stop with rawlbolt fixed to floor.	37	No		
	<u>Sundries</u>				
M	150 x 140 x 3mm long mild steel plate door lugs built into stonework and welded to 140 x 3 mm thick door frame.	168	No		
N	138 x 38 x 3 mm mild steel door cramp dovetailed and one end bedded in stonework and other end fixed to frame	168	No		
P	12mm diameter mild steel dowel 75mm long	168	No		
Q	Pockets in stone wall size 75 x 75 x 50mm deep for fixing lugs.	168	No		
	Carried to collection				-
	<u>COLLECTION</u>				
	Brought forward from page P - 9				-
	Brought forward from above				-
	TOTAL FOR ELEMENT NO. 4				
	CARRIED TO SUMMARY				-
	P - 10				
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	<u>ELEMENT NO.5</u>				
	<u>WINDOWS</u>				
	<u>Supply, assemble and fix the following purpose made section metal casement windows in panels</u>				

	<u>FLOORS</u>				
	<u>25 mm thick cement sand (1:4) paving as</u>				
	<u>described in :-</u>				
A	Floors laid to receive ceramic tiles.	726	Sm		
B	Treads 300mm wide ditto	27	Lm		
C	Risers 150mm high ditto	27	Lm		
	<u>6mm thick coloured non-slip ceramic tiles as</u>				
	<u>described to :-</u>				
D	Floor jointed in matching colour	726	Sm		
E	Treads 300mm wide ditto	27	Lm		
F	Risers 150mm high ditto	27	Lm		
	<u>tiles skirting</u>				
G	100 x 25mm skirting plugged and screwed to wall.	377	Lm		
	<u>Walls</u>				
	<u>15mm thick gauged lime (1:1:6) plaster trowelled</u>				
	<u>smooth comprising 12mm thick backing and 3mm</u>				
	<u>thick finishing coat as described on :-</u>				
H	Walls internally	2262	Sm		
I	Soffites of suspended slab- Tyrolean finish with recessed lighting	726	Sm		
J	Soffites of suspended slab- top	726	Sm		
K	Water proofing and power float flat roof	363	Sm		
L	Soffites of landing	4	Sm		
	<u>Mazera cladding in cement sand</u>				
	<u>(1:4) mortar as described to: -</u>				
M	Walls externally	402	Sm		
	-				
	Carried to collection				-
	P - 12				
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	<u>Glazed wall tiles</u>				
	<u>12mm thick cement sand (1:4) backing steel</u>				
	<u>trowelled on stonework to : -</u>				
A	Walls finished to receive glazed wall tiles	200	Sm		

E	<u>Unions</u>				
	i) 15mm diameter union	170	No		
	ii) 20mm ditto	170	No		
	iii) 25mm ditto	170	No		
F	<u>Isolation valves</u>				
	i) 15mm diameter angle valve as pegler	19	No		
	ii) 25mm ditto	11	No		
	Carried to collection				-
P - 15					
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
A	Allow for 25mm diameter water meter from local authorities	1	No		
C	Masonry valve and water meter chamber, size 300 x 300 x 300mm deep with heavy duty cover.	1	No		
	<u>INTERNAL DRAINAGE</u>				
	All pipes to be as "Metro" heavy gauge and prices to include connectors, adapters, socket reducers etc.				
E	<u>Pipes</u>				
	(i) 100mm diameter grey PVC soil pipe	287	Lm		
	(ii) 32mm diameter grey waste pipe	128	Lm		
	(iii) 40mm ditto	128	Lm		
	(iv) 50mm ditto	128	Lm		
	(v) 100mm UPVC golden brown pipe	128	Lm		
F	<u>Sweep bends</u>				
	(i) 100mm diameter UPVC sweep bend	17	No		
	(ii) 50mm ditto	17	No		
	(iii) 40mm ditto	17	No		
	(iv) 32mm ditto	17	No		
	(v) 100mm diameter access bend	17	No		
G	<u>Tees</u>				
	(i) 100mm diameter sweep tee	17	No		
	(ii) 50mm diameter tee	17	No		
	(iii) 40mm ditto	17	No		
	(iv) 100mm diameter cross tee	17	No		

	Carried to collection					-
	P - 16					
ITEM	DESCRIPTION	QTY	UNIT	RATE		KSHS
A	<u>Boss connectors</u>					
	(i) 100 x 50mm diameter boss connector	17	No			
	(ii) 100 x 40mm ditto	17	No			
B	<u>Inspection Plugs/ access caps</u>					
	(i) 100mm diameter access cap into	17	No			
	(ii) 50mm diameter inspection plugs	17	No			
	(iii) 40mm ditto	17	No			
	(iv) 32mm ditto	17	No			
C	100mm diameter weathering slate and apron	6	No			
D	100mm diameter vent cowl	6	No			
E	Four- way 100 x 50mm diameter floor trap complete with heavy duty plastic grating	11	No			
F	100mm diameter gully trap complete with chamber and cover	11	No			
G	100mm diameter WC connector	8	No			
	<u>REDUCING SOCKETS</u>					
H	(a) 40 x 32mm diameter reducing socket	34	No			
	<u>SANITARY FITTINGS</u>					
	<u>Supply, deliver and install the following sanitary fittings including all the necessary fittings and jointing: -</u>					
	<u>Water Closet (WC)</u>					
I	W.C. suite in white vitreous china comprising of W.C. bowl ref CC 1138 WIL 'S' trap connector, heavy duty plastic seat and cover with stainless steel hinges 9 litres low level ceramic cistern and fittings including siphon, 15mm diameter side inlet ball valve, 20mm diameter side overflow, plastic flush bend, inlet connection, chrome- plated lever and cistern supports. The WC suite to be as English Classic H.O' or approved equivalent.	8	No			
	<u>Urinal bowls</u>					
J	Range if two(2 persons)Twyford Camden consisting of 2 Urinal bowls,9 litres automatic ceramic cistern, stainless steel flush pipe assembly,1 ceramic urinal divisions,2 bowls hangers and 2 urinal division hanger.	4	No			

	Carried to collection				-
	P - 17				
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	<u>Wash hand basin</u>				
A	Wash hand basin comprising of wall mounted 510 x 420 mm basin with 1No tap hole in white vitreous china, wall brackets, 1No. 1/2" chrome plated press action pillar tap Ref SF 5248 CP. China waste, 1 1/4" chrome plated bottle trap and waste. All to be as Twyford 'Sola 510' or an approved equivalent.	5	No		
	<u>Kitchen Sink</u>				
B	18 SWG Single Bowl, Single Drainer Stainless steel kitchen sink of size 1800 x 500mm as manufactured by ASL, complete with 1 No. 15mm diameter chrome plated sink mixer tap with over-arm swivel outlet as 'COBRA' and 40mm diameter chrome plated bottle trap and chain waste fitting.	2	No		
	<u>Sundries</u>				
C	Fully recessed ceramic toilet roll holder, size 150 x 150 mm ref.500	8	No		
D	6mm thick polished plate glass mirror size 600 x 450 mm plugged and screwed with 4No chromium headed screws	5	No		
	<u>TESTING</u>				
E	Allow for testing the whole of the plumbing installations during progress of the works and once on completion to leave in sound working order to the satisfaction of the local Authority	Item			
	Carried to collection				-
	<u>COLLECTION</u>				
	Brought forward from page P - 15				-
	Brought forward from page P - 16				-
	Brought forward from page P - 17				-
	Brought forward from above				-
	TOTAL FOR ELEMENT NO. 8				

	CARRIED TO SUMMARY				-
	P - 18				
ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	<u>ELEMENT NO.9</u>				
	<u>BUILDERS WORK IN CONNECTION WITH</u>				
	<u>SPECIALIST SERVICES</u>				
	<u>(ALL PROVISIONAL)</u>				
	<u>ELECTRICAL INSTALLATIONS</u>				
A	Cut 600 x 150 x 100mm deep recess in natural stone walling for consumer unit	2	No		
B	Ditto 75 x 75 x 50mm deep ditto for switches and sockets at approved heights	160	No		
C	Cut chase approximate 25 x 25mm deep through natural stone wall	375	Lm		
	<u>WATER SUPPLY INSTALLATION</u>				
D	Cut or leave hole in natural stone wall for pipes and make good	72	No		
E	Cut chase for small pipes in natural stone wall and make good	240	Lm		
	Provide water storage tanks of 5000 lts capacity and installation		ITEM		
	TOTAL FOR ELEMENT NO. 9				
	CARRIED TO SUMMARY				-
	P - 19				
ITEM	DESCRIPTION				KSHS
	<u>SUMMARY</u>				
A	ELEMENT NO.1 FROM PAGE P - 4				-
B	ELEMENT NO.2 FROM PAGE P - 7				-
C	ELEMENT NO.3 FROM PAGE P - 8				-
D	ELEMENT NO.4 FROM PAGE P - 10				-
E	ELEMENT NO.5 FROM PAGE P - 11				-
F	ELEMENT NO.6 FROM PAGE P -13				-

G	ELEMENT NO.7 FROM PAGE P - 14				-
H	ELEMENT NO.8 FROM PAGE P - 18				-
I	ELEMENT NO.9 FROM PAGE P - 19				-
TOTAL FOR BUILDERS WORK CARRIED TO					
GRAND SUMMARY					-
S/MB/1					

BILL NO. 2

E X T E R N A L W O R K S

S T O R M W A T E R C O L L E C T I O N

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>EXTERNAL WORKS</u>				
	<u>STORM WATER DRAINAGE</u>				
	<u>(ALL PROVISIONAL)</u>				
A	Excavate trench for drain pipe average 600 mm deep, part return fill in and ram and surplus cart away.	70	Lm		
B	Extra over all excavations for excavating in rock.	18	Cm		
C	Allow for keeping the whole of the excavations free from all waters.	Item			
D	Allow for maintaining and upholding sides of excavations by plunking and strutting	Item			
	<u>"Golden Brown" class 41 Heavy gauge U.P.V.C</u>				
	<u>Pipe in trenches :-</u>				
E	150mm diameter.	40	Lm		
F	150mm thick bed of sand or granular materials to drainage pipe.	70	Lm		
	<u>Manholes: -</u>				
G	Excavate manhole pit not exceeding 1.50meters				

	deep commencing from ground level	20	Cm		
H	Extra over all excavations for excavating in rock.	5	Cm		
I	Return, fill in and ram selected excavated materials	7	Cm		
J	Load and cart away surplus excavated materials	13	Cm		
	<u>Mass Concrete (1:3: 6) in :-</u>				
K	150mm thick Man Hole base	26	Sm		
L	Benching average 200mm thick to manhole size 600 x 450 mm including forming main and branch channels	13	No		
	<u>Reinforced concrete (1:2:4) class 20/20 in: -</u>				
M	100mm thick suspended slab	30	Sm		
	<u>Reinforcement</u>				
	<u>Mild steel round bars in:-</u>				
N	Suspended slab	360	Kgs		
	Carried to collection				-
	FWD/1				
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Sawn formwork to:-</u>				
A	Soffites of suspended slab	30	Sm		
B	Edge of slab 75 -150mm high	52	Lm		
	<u>Walling:-</u>				
	<u>Natural stone walling in cement sand (1:4) mortar:-</u>				
C	200mm thick walling	34	Sm		
D	Form or leave hole in 200mm thick walling and make good plaster one side only.	26	No		
E	Medium duty cast iron manhole cover and frame size 600 x 450mm and bedding frame in cement sand (1 : 2) mortar and cover in grease.	6	No		
	<u>Gulley trap :-</u>				
F	Gulley trap chamber size 350 x 350 x 400 mm deep in 150 mm thick masonry wall with mortar joints on 150mm thick mass concrete slab and plastered inside for 100mm diameter trap and hopper 40mm thick 350 x 350 mm precast concrete cover to gulley trap chamber including 40mm diameter ventilating hole.	12	No		
G	12 mm thick cement sand render (1 : 4) with water-proof admixture incorporated to sides of manholes.	60	Sm		

	CONNECTIONS :-				
H	Allow for connecting foul water drainage to the nearest university sewer line.	Item			
	TESTING				
I	Allow for testing the whole of the drainage works during progress of the works and after completion to leave in sound working order to the satisfaction of the project consultants.	Item			
	Carried to collection				-
	COLLECTION				
	Brought forward from page FWD/1				-
	Brought forward from above.				-
	TOTAL FOR STORM WATER DRAINAGE CARRIED TO SUMMARY				-
	FWD/2				

PLINTH BUILDING

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>PLINTH BUILDING-</u>				
	<u>ALL PROVISIONAL</u>				
A	Excavate oversite average 200mm deep to remove top vegetable soil and cart away.	90	Sm		
B	Excavate to reduce levels.	27	Cm		
	<u>Hardcore filling as directed</u>				
C	Handpacked, levelled, watered, rolled and well compacted in 150mm thick layers to make up levels.	27	Cm		
D	50 mm thick murrum or quarry dust blinding to surface of hardcore.	90	Sm		
E	Termidor or any other equal and approved insecticide to surface of hardcore.	90	Sm		
	150 mm thick mass concrete ramp to include a safety rail on both sides	60	Sm		
	MS railing welded and fixed on ramp both sides	20	Lm		

	PC/PS/1				
ITEM	DESCRIPTION				KSHS
	<u>GRAND SUMMARY</u>				
	<u>BILL NO. 1</u>				
	MAIN BUILDING FROM PAGE MB/1				-
	<u>BILL NO. 2</u>				
	EXTERNAL WORKS FROM PAGE S/EW/1				-
	<u>BILL NO. 3</u>				
	P.C AND PROVISIONAL SUMS FROM PAGE PC/ PS/1				3,100,000.00
	SUB TOTAL				3,100,000.00
	ADD 16% VAT				496,000.00
	TOTAL PROJECTED EXPENDITURE				3,596,000.00
	<u>Amount in words: Kenya shillings</u>				-
	Contractor's signature :.....				
	Name:.....				
	Address:.....				
	Date:.....				
	Witness's signature :.....				
	Name:.....				
	Address:.....				
	Date:.....				
	GS/ 1				