INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION

TENDER DOCUMENT

TENDER NO : IEBC/WKS/OT/20/01/2020-2021

PROPOSED CONSTRUCTION AND COMPLETION OF WAREHOUSE FOR INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION (IEBC) ISIOLO COUNTY

CLOSING DATE: THURSDAY, 17TH DECEMBER, 2020

AT 11.00 AM EAST AFRICAN TIME

The Independent Electoral and Boundaries Commission (IEBC)
Anniversary Building,
Off University Way,
P.O. Box 45371-00100
Nairobi
Website:www.iebc.or.ke

TABLE OF CONTENTS

SECTION I – INVITATION TO TENDER 1
SECTION II - INSTRUCTIONS TO TENDERERS 2
2.1 General/Eligibility/Qualifications/Joint venture/Cost of tendering 2
2.2 Cost of tendering 4
2.3 Contents of tender documents 4
2.4 Clarification of Documents 5
2.5 Amendment of documents 5
2.6 Language of tender 6
2.8 Form of Tender 6
2.9 Tender Prices 6
2.10 Tender Currencies 7
2.11 Tenderers Eligibility and Qualifications. 7
2.12 Tender Security 8
2.13 Validity of Tenders 8
2.14 Format and Signing of Tender 9
2.15 Sealing and Marking of Tenders 9
2.16 Deadline for Submission of Tenders 10
2.17 Modification and withdrawal of tenders 10
2.18 Opening of Tenders 10
2.19 Clarification of tenders 11
2.20 Preliminary Examination and Responsiveness 11
2.21 Conversion to a single currency 12
2.22 Evaluation and comparison of tenders. 12
2.23. Contacting the procuring entity 13
2.24 Award of Contract 13
2.25 Notification of award 15
2.26 Signing of Contract 15
2.27 Performance Security 15
2.28 Corrupt or Fraudulent Practices 15
SECTION III - GENERAL CONDITIONS OF CONTRACT 19
3.1 Definitions 19
3.2 Interpretation 21
3.3 Language and Law 22
3.4 Project Manager's Decisions 22
3.5 Delegation 22
3.6 Communications 22
3.7 Subcontracting 22
3.8 Other Contractors 22
3.9 Personnel 23
3.10 Works 23
3.11 Safety and Temporary Works 23
3.12 Discoveries 23
3.13 Work Program 24
3.14 Possession of Site 24

3.15 Access to Site 24
3.16 Instructions 24
3.17 Extension or Acceleration of Completion Date 25
3.18 Management Meetings 25
3.19 Early Warning 25
3.20 Defects 26
3.21 Bills of Quantities 26
3.22 Variations 27
3.23 Payment Certificates, Currency of Payments and Advance Payments 27
3.24 In the event that an advance payment is granted, the following shall apply: - 28
3.25 Compensation Events 29
3.31 Price Adjustment 31
3.32 Retention 32
3.33 Liquidated Damages 33
3.34 Securities 33
3.35 Dayworks 33
3.36 Liability and Insurance 34
3.37 Completion and taking over 35
3.38 Final Account 35
3.39 Termination 35
3.40 Payment Upon Termination 36
3.41 Release from Performance 37
3.42 Corrupt gifts and payments of commission 37
3.43 Settlement of Disputes 38
SECTION IV – APPENDIX FOR SPECIAL CONDITIONS OF CONTRACT 41
SECTION V - SPECIFICATIONS 43
5.1 Notes for preparing Specifications 43
5.2 Evaluation and Comparison of Tenders 44
5.2.1 Preliminary Evaluation 44
5.2.2 Technical Evaluation 45
5.2.3 Financial Evaluation 46
5.2.4 Due Diligence 46
SECTION VI – DRAWINGS 47
SECTION VII - BILL OF QUANTITIES 54
7.0 PREAMBLES AND PRICING NOTES 54
7.1.1 GENERALLY 54
7.1.2 WALLING 54
7.1.3 CARPENTRY 54
7.1.4 JOINERY 54
7.1.5 IRONMONGERY 55
7.1.6 STRUCTURAL STEELWORK 55
7.1.7 PLASTERWORK AND OTHER FINISHES 55
7.1.8 GLAZING 55
7.1.9 PAINTING 56
SECTION VIII – STANDARD FORM 112
8.1 FORM OF TENDER 113

8.2 CONTRACT FORM....114
8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM....116
8.4 TENDER SECURITY FORM....122
8.5 PERFORMANCE SECURITY FORM....123
8.6 BANK GUARANTEE FOR ADVANCE PAYMENT....124
8.8 FORM RB 1....126
8.9 ANTI-CORRUPTION DECLARATION FORM....127
8.10 INTEGRITY DECLARATION FORM....128
8.11 SITE VISIT CERTIFICATION FORM....129

SECTION I – INVITATION TO TENDER

4TH DECEMBER, 2020

TENDER NO: IEBC/WKS/20/01/2020-2021

Proposed construction and completion of warehouse for Independent Electoral and Boundaries Commission (IEBC) Isiolo County

1.1 The Independent Electoral and Boundaries Commission (IEBC) invites bids from tenderers for the proposed construction and completion of warehouse for Independent Electoral and Boundaries Commission (IEBC) Isiolo County.

1.2 Interested Eligible candidates may obtain further information from and inspect the tender document at the IEBC Isiolo County Offices during normal working hours, Monday to Friday, 8.00a.m. - 1:00 p.m. and 2.00p.m. - 4.30p.m.

1.3 A complete set of tender documents may be obtained by interested candidates by downloading free of charge from IEBC Website at www.iebc.or.ke or www.tenders.go.ke. Tenderers who download the tender documents through the website are advised to register at the Supply Chain Offices at Isiolo County or email their contacts through info@iebc.or.ke before the closing date; to allow records and communication for any tender clarifications and addenda.

1.4 Tenderers are advised to make self-arrangement and visit the site and they will be issued with a Pre-tender site visit certificate

1.5 Tenders must be accompanied by a tender security of Ksh. 500,000 in the form of a BANK Guarantee from a reputable bank or a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the PPRA, payable to the Independent Electoral and Boundaries Commission. Completed tender documents should be enclosed in plain sealed envelopes, marked with tender reference number and addressed to:

THE COUNTY ELECTIONS MANAGER
ISIOLO COUNTY
INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION
P.O BOX 525 – 60300,
ISIOLO.
Website: www.iebc.or.ke

and be deposited in the Tender Box at the IEBC Isiolo County Office at the reception, so as to be received on or before Thursday, 17th December, 2020 11:00 am East African Time

1.6 Prices quoted should be net inclusive of all taxes and delivery, in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

1.7 Tenders will be opened immediately thereafter, in presence of tenderers' representatives who choose to attend in the location specified in the invitation to tender.

Ag. Commission Secretary/CEO

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 General/Eligibility/Qualifications/Joint venture/Cost of tendering

2.1.1. The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful tenderer will be expected to complete the Works by the Intended Completion Date specified in the tender documents.

2.1.2. All tenderers shall provide the Qualification Information; a statement that the tenderer (including all members of a joint venture and subcontractors) is not associated or has not been associated in the past either directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender.

2.1.3. All tenderers shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

2.1.4. In the event that pre-qualification of potential tenderers has been undertaken, only tenders from pre-qualified tenderers will be considered for award of Contract. These qualified tenderers should submit with their tenders any information updating their original prequalification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission.

2.1.5. Where no pre-qualification of potential tenderers has been done, all tenderers shall include the following information and documents with their tenders, unless otherwise stated:

a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the tender to commit the tenderer:
b) Total monetary value of construction work performed for each of the last five years:
c) Experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and names and addresses of clients who may be contacted for further information on these contracts;

d) Major items of construction equipment proposed to carry out the Contract and an undertaking that they will be available for the Contract.
e) Qualifications and experience of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract.
f) Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the past five years;
g) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
h) Authority to seek references from the tenderer's bankers;
i) Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and
j) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

2.1.6 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated:

a) The tender shall include all the information listed in clause 2.1.5 above for each joint venture partner;
b) The tender shall be signed so as to be legally binding on all partners;
c) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
d) One of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; and
e) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

2.1.7 To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria;

a) Annual volume of construction work of at least 2.5 times the estimated annual cashflow for the Contract;
b) Experience as main contractor in the construction of at least 5 years
c) Two works of a nature and complexity equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete);
d) Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;
e) A Contract manager with at least five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and

f) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 4 months of the estimated payment flow under this Contract.

2.1.8 The figures for each of the partners of a joint venture shall be added together to determine the tenderer's compliance with the minimum qualifying criteria of clause 2.1.7 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 2.1.7 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's tender. Subcontractors' experience and resources will not be taken into account in determining the tenderer's compliance with the qualifying criteria, unless otherwise

2.1.9 Each tenderer shall submit only one tender, either individually or as a partner in a joint venture. A tenderer who submits or participates in more than one tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the tenderer's participation to be disqualified.

2.1.10 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Cost of tendering

2.2.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.

2.2.2 The tender document shall be issued free of charge.

2.2.3 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.

2.3 Contents of tender documents

2.3.1 The complete set of tender documents comprises the documents listed below and any addenda issued in accordance with Clause 2.5.1

a) Instructions to Tenderers
b) Form of Tender and Qualification Information

c) Conditions of Contract
d) Appendix to Conditions of Contract
e) Specifications
f) Drawings
g) Bills of Quantities
h) Forms of Securities
i) General Conditions of Contract
j) Special Conditions of Contract
k) Schedule of Requirements
l) Price schedules
m) Contract form
n) Confidential business questionnaire form x) Tender security form
o) Performance security form
p) Declaration form

2.3.2. The tenderer shall examine all Instructions, Forms to be filled and Specifications in the tender documents. Failure to furnish all information required by the tender documents, or submission of a tender not substantially responsive to the tendering documents in every respect will be at the tenderer's risk and may result in rejection of his tender.

2.4 Clarification of Documents

2.4.1. A prospective tenderer making an inquiry relating to the tender documents may notify the Employer in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Employer will only respond to requests for clarification received earlier than **seven (7) days** prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

2.4.2. The Employer shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

2.5.1 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all tenderers.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders.

2.6 Language of tender

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Employer, shall be written in English language.

Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

a) Instructions to Tenderers, Form of Tender, Conditions of Contract, Appendix to Conditions of Contract and Specifications;
b) Tender Security;
c) Priced Bill of Quantities ;
d) Qualification Information Form and Documents;
e) Alternative offers where invited; and
f) Any other materials required to be completed and submitted by the tenderers.

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the works to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. **Items for which no rate or price is entered by the tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities**. All duties, taxes, and other levies

payable by the Contractor under the Contract, or for any other cause relevant to the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the tenderer.

2.9.2 Prices indicated on the bill of quantities shall be the cost of the works quoted including all customs duties and VAT and other taxes payable.

2.9.3 The total price quoted by the tenderers shall remain to be the absolute and final price of the works.

2.9.4 The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.

2.9.5 Tenders shall remain valid for a period of 120 days from the date of submission. However, in exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing. A tenderer may refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with Clause 2.12 - 2.12.6 in all respects.

2.9.6 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.7 Price variation requests shall be processed by the Commission within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Commission satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount in the form specified in the Invitation to tender.

2.12.2 The tender security is required to protect the Commission against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

a) A Bank guarantee from a reputable Bank
b) A guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the PPRA

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Commission as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (28) days after the expiration of the tender validity period specified in Clause 2.9.5

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.1.

2.12.7 The tender security may be forfeited:

a) if the tenderer withdraws the tender after tender opening during the period of tender validity;
b) if the tenderer does not accept the correction of the tender price and
c) in the case of a successful tenderer, if the tenderer fails within the specified time limit to
d) sign the Agreement, or
e) furnish the required Performance Security.

2.12.8 Tender Security shall be valid for **30 days** beyond the validity of the tender.

2.13 Validity of Tenders

Tenders shall remain valid for a period of 120 days from the date of submission. However, in exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing. A tenderer may

refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of Tender Security for the period of the extension.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.2 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

a) Be addressed to the Employer at the address given in the invitation to tender
b) Bear, tender number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE Thursday, 17th December, 2020 11:00 am East African Time.**

2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Employer will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Employer at the address specified under paragraph 2.15.1 no later than, **Thursday, 17th December, 2020 11:00 am East African Time**

2.16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 2.5 in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the Employer as provided for in the appendix.

2.17 Modification and withdrawal of tenders

2.17.1 Tenderers may modify or withdraw their tenders before the deadline prescribed in clause Clause 2.5. or 2.16.2

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The Employer may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The Employer shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Thursday, 17th December, 2020 11:00 am East African Time** and in the location specified in the invitation to tender.

2.18.2 The Procuring entity will prepare minutes of the tender opening.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may ask any tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance with Clause 2.20.3

2.19.2 Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of Contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.

2.20.3 **No correction of errors.** The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of any correction, adjustment or amendment in any way by any person or entity.

2.20.4 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.5 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (a) meets the eligibility criteria defined in Clause 2.1.7;(b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms,

conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the tendering documents, the Employer's rights or the tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

2.20.6 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.3 To qualify for contract awards, the tenderer shall have the following: -

a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
b) Legal capacity to enter into a contract for procurement
c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
d) Shall not be debarred from participating in public procurement.

2.22.4 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in tender evaluation.

2.22.5 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they

do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a nonindigenous sub-contractor.

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 The tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

2.24 Award of Contract

2.24.1 Subject to Clause 2.24.2 the award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such tenderer has been determined to be (a) eligible in accordance with the provision of Clauses 2.1.2, and (b) qualified in accordance with the provisions of clause 2.1.7 and 2.1.8.

2.24.2. Notwithstanding clause 2.24.1 above, the Employer reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.

2.24.3 The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period and at the same time the other tenderers shall be informed that their tenders have not been successful.

2.24.4 The Agreement will incorporate all agreements between the Employer and the successful tenderer. Within 30 days of receipt the successful tenderer will sign the Agreement and return it to the Employer but not before the expiry of 14 days from the award date.

2.24.5 Within 21 days after receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in the amount stipulated in the Appendix to Conditions of Contract and in

the form stipulated in the Tender documents. The Performance Security shall be in the amount and specified form

2.24.6 Failure of the successful tenderer to comply with the requirements of clause 2.24.5 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.

2.24.7 Upon the furnishing by the successful tenderer of the Performance Security, the Employer will promptly notify the other tenderers that their tenders have been unsuccessful.

2.24.8 Preference where allowed in the evaluation of tenders shall not be allowed for contracts not exceeding one year (12 months)

2.24.9 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.10 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.24.11 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.24.12 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.

2.24.13 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

2.24.14 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.24.15 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.24.16 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.24. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27.1 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

2.27.1 Within Thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Commission the performance security where applicable in the amount specified in Special Conditions of Contract, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.28 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The procuring entity requires that tenderers observe the highest standards of ethics during procurement process and execution of contracts. A tenderer

shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to instructions to tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to Tenderers
1.3	The Bid Document is obtained free of charge at www.iebc.or.ke or www.tenders.go.ke
2.1	This invitation to tender is "open to all eligible tenderers as per the tender invitation notice
2.10	Prices shall be quoted in Kenya Shillings.
2.11	Particulars of eligibility and qualifications documents of evidence required.
2.12.1	The tender security to be provided is Kshs. 500,000 valid for 120 days from date of opening the tender and shall be in any of the following forms only; a). A Bank guarantee (From a reputable Bank of Insurance Company)/or b). Such insurance Company guarantee as may be approved by PPRA;
2.13.1	Tenderers shall remain valid for 120 days from the deadline date of submission of tender.
2.15.1	The bidders must submit one (1) **ORIGINAL TENDER**" and one (1) **COPY** of the Tender
2.16.3	Bulky tenders which will not fit in the tender box shall be received at the Supply Chain Office – Isiolo County
2.18.1	Tender will be opened on the same day Thursday, 17th December, 2020 11:00 am East African Time in presence of

	tenderers' representatives who choose to attend in the location specified in the invitation to tender.
2.20.2	Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

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

b) **"Compensation Events"** are those defined in Clause 24 hereunder.

c) **"The Completion Date"** means the date of completion of the Works as certified by the Project Manager, in accordance with Clause 3.17

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

e) **"The Contractor"** refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

f) **"The Contractor's Tender"**is the completed tendering document submitted by the Contractor to the Employer.

g) **"The Contract Price"** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

h) **"Days"** are calendar days; **"Months"** are calendar months.

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

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

k) **"The Defects Liability Period"** is the period named in the Contract Data and calculated from the Completion Date.

l) **"Drawings"** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

m) **"Dayworks"** are Work inputs subject to payment on a time basis for labour and the associated materials and plant.

n) **"Employer",** or the **"Procuring entity"** as defined in the Public Procurement Regulations (i.e. Central or Local Government administration, Universities, Public Institutions and Corporations, etc) is the party who employs the Contractor to carry out the Works.

o) **"Equipment"** is the Contractor's machinery and vehicles brought temporarily to the Site for the execution of the Works.

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

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

r) **"Plant"** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

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

t) **"Site"** is the area defined as such in the Appendix to Condition of Contract.

u) **"Site Investigation Reports"** are those reports that may be included in the tendering documents, which are factual and interpretative about the surface and subsurface conditions at the Site.

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

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

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

y) **"Temporary works"** are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

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

aa) **"The Works"** are what the Contract requires the Contractor to construct, install, and turnover to the Employer, as defined in the Appendix to Conditions of Contract.

3.2 Interpretation

3.2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning in English Language unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.

3.2.2 If sectional completion is specified in the Appendix to Conditions of Contract, reference in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date apply to any section of the Works (other than references to the Intended Completion Date for the whole of the Works).

3.2.3 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

(1) Agreement,
(2) Letter of Acceptance,
(3) Contractor's Tender,
(4) Appendix to Conditions of Contract,
(5) Conditions of Contract,
(6) Specifications,
(7) Drawings,
(8) Bill of Quantities,
(9) Any other documents listed in the Appendix to Conditions of Contract as forming part of the Contract.

Immediately after the execution of the Contract, the Project Manager shall furnish both the Employer and the Contractor with two copies each of all the Contract documents. Further, as and when necessary the Project Manager shall furnish the Contractor [always with a copy to the Employer] with three [3]

copies of such further drawings or details or descriptive schedules as are reasonably necessary either to explain or amplify the Contract drawings or to enable the Contractor to carry out and complete the Works in accordance with these Conditions.

3.3 Language and Law

Language of the Contract and the law governing the Contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.4 Project Manager's Decisions

Except where otherwise specifically stated, the Project Manager will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

3.5 Delegation

The Project Manager may delegate any of his duties and responsibilities to others after notifying the Contractors

3.6 Communications

Communication between parties shall be effective only when in writing. A notice shall be effective only when it is delivered.

3.7 Subcontracting

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

3.8 Other Contractors

The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities etc. as listed in the Appendix to Conditions of Contract and also with the Employer, as per the directions of the Project Manager. The Contractor shall also provide facilities and services for them. The Employer may modify the said List of Other Contractors etc., and shall notify the Contractor of any such modification.

3.9 Personnel

The Contractor shall employ the key personnel named in the Qualification Information, to carry out the functions stated in the said Information or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key

personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Qualification Information. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Work in the Contract.

3.10 Works

The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

3.11 Safety and Temporary Works

The Contractor shall be responsible for the design of temporary works. However before erecting the same, he shall submit his designs including specifications and drawings to the Project Manager and to any other relevant third parties for their approval. No erection of temporary works shall be done until such approvals are obtained.

The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary works and all drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before they can be used.

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

3.12 Discoveries

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

3.13 Work Program

Within the time stated in the Appendix to Conditions of Contract, the Contractor shall submit to the Project Manager for approval a program showing the general methods, arrangements, order, and timing for all the activities in the Works. An update of the program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Work, including any changes to the sequence of the activities.

The Contractor shall submit to the Project Manager for approval an updated program at intervals no longer than the period stated in the Appendix to Conditions of Contract. If the Contractor does not submit an updated program within this period, the Project Manager may withhold the amount stated in the said Appendix from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted. The Project Manager's approval of the program shall not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Project Manager again at any time. A revised program shall show the effect of Variations and Compensation Events.

3.14 Possession of Site

The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Appendix to Conditions of Contract , the

Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.

3.15 Access to Site

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

3.16 Instructions

The Contractor shall carry out all instructions of the Project Manager which are in accordance with the Contract.

3.17 Extension or Acceleration of Completion Date

The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remain ing Work, which would cause the Contractor to incur additional cost. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager in writing for a decision upon the effect of a Compensation Event or variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay caused by such failure shall not be considered in assessing the new (extended) Completion Date.

No bonus for early completion of the Works shall be paid to the Contractor by the Employer.

3.18 Management Meetings

A Contract management meeting shall be held monthly and attended by the Project Manager and the Contractor. Its business shall be to review the plans for the remaining Work and to deal with matters raised in accordance with the early warning procedure.

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

3.19 Early Warning

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

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

3.20 Defects

3.20.1 The Project Manager shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a defect and to uncover and test any Work that the Project Manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor, However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

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

3.20.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Project Manager's notice. If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

3.21 Bills of Quantities

3.21.1 The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rate in the Bills of Quantities for each item.

3.21.2 If the final quantity of the Work done differs from the quantity in the Bills of Quantities for the particular item by more than 25 percent and provided the change exceeds 1 percent of the Initial Contract price, the Project Manager shall adjust the rate to allow for the change.

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

3.22 Variations

All variations shall be included in updated programs produced by the Contractor.

a. The Contractor shall provide the Project Manager with a quotation for carrying out the variations when requested to do so. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period as may be stated by the Project Manager and before the Variation is ordered.
b. If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause 3.21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or
c. if the nature or timing of the work in the variation does not correspond with items in the Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
d. If the Contractor's quotation is unreasonable, the Project Manager may order the variation and make a change to the Contract price, which shall be based on the Project Manager's own forecast of the effects of the variation on the Contractor's costs.
e. If the Project Manager decides that the urgency of varying the Work would prevent a quotation being given and considered without delaying the Work, no quotation shall be given and the variation shall be treated as a Compensation Event.
f. The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
g. When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

3.23 Payment Certificates, Currency of Payments and Advance Payments

a. The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.

b. The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed, materials delivered on Site, variations and compensation events. Such materials shall become the

property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.

c. Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each certificate. If the Employer makes a late payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.

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

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

f. The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services, the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Project Manager shall be notified promptly by the Contractor of an changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.

3.24 In the event that an advance payment is granted, the following shall apply: -

a. On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.

b. No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly

c. liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.

d. Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.

The amount to be repaid by way of successive deductions shall be calculated by means of the formula:

$$R = \frac{A(x^{1} - x^{11})}{80 - 20}$$

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

X^{1} = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.

X^{11} = the amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80%but not less than 20%.

e. with each reimbursement the counterpart of the directly liable guarantee may be reduced accordingly.

3.25 Compensation Events

The following issues shall constitute Compensation Events:

a. The Employer does not give access to a part of the Site by the Site Possession Date stated in the Appendix to Conditions of Contract.

b. The Employer modifies the List of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.

c. The Project Manager orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.
d. The Project Manager instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.
e. The Project Manager unreasonably does not approve a subcontract to be let.
f. Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site investigation reports), from information available publicly and from a visual inspection of the Site.
g. The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer or additional work required for safety or other reasons.
h. Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
i. The effects on the Contractor of any of the Employer's risks.
j. The Project Manager unreasonably delays issuing a Certificate of Completion.
k. Other compensation events described in the Contract or determined by the Project Manager shall apply.

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

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

3.28 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having co-operated with the Project Manager.

3.29 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Appendix to Conditions of Contract.

3.30 The Contractor shall give written notice to the Project Manager of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter.

Provided always that should the event giving rise to the claim of continuing effect, the Contractor shall submit an interim claim within the said thirty days and a final claim within thirty days of the end of the event giving rise to the claim.

3.31 Price Adjustment

a. The Project Manager shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.

b. The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by express provisions in the Contract Bills of Quantities or Specifications) for permanent incorporation in the Works. Unless otherwise stated in the Contract, if at any time during the period of the Contract exchange rates shall be varied and this shall affect the cost to the Contractor of such materials, then the Project Manager shall assess the net difference in the cost of such materials. Any amount from time to time so assessed shall be added to or deducted from the Contract Price, as the case may be.

c. Unless otherwise stated in the Contract, the Contract Price shall be deemed to have been calculated in the manner set out below and in sub-clauses 25.4 and 25.5 and shall be subject to adjustment in the events specified thereunder;

   i. The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.

ii. Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.

iii. No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

d. The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the basic prices of materials to be permanently incorporated in the Works as determined by the J.B.C. and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.

e. Upon the J.B.C. determining that any of the said basic prices are increased or decreased then the Contract Price shall be increased or decreased by the amount to be assessed by the Project Manager based upon the difference between the price set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of the relevant materials which have not been taken into account in arriving at the amount of any interim certificate under clause 23 of these Conditions issued before the date of publication of such increase or decrease.

f. No adjustment shall be made in respect of changes in basic prices of materials which occur after the date for Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

g. The provisions of sub-clause 3.25. herein shall not apply in respect of any materials included in the schedule of basic rates.

3.32 Retention

The Employer shall retain from each payment due to the Contractor the proportion stated in the Appendix to Conditions of Contract until Completion of the whole of the Works. On Completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the remaining half when the Defects Liability Period has passed and the Project Manager has

certified that all defects notified to the Contractor before the end of this period have been corrected.

3.33 Liquidated Damages

3.33.1 The Contractor shall pay liquidated damages to the Employer at the rate stated in the Appendix to Conditions of Contract for each day that the actual Completion Date is later than the Intended Completion Date. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not alter the Contractor's liabilities.

3.33.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rate specified.

3.34 Securities

The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a reputable bank acceptable to the Employer, and denominated in Kenya Shillings. The Performance Security shall be valid until a date 30 days beyond the date of issue of the Certificate of Completion.

3.35 Dayworks

3.35.1 If applicable, the Dayworks rates in the Contractor's tender shall be used for small additional amounts of Work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

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

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

3.36 Liability and Insurance

3.36.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer's risks:

a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials and Equipment), which are due to;

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or

(ii) negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.

3.36.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer's risk except loss or damage due to;

a) a defect which existed on or before the Completion Date.

b) an event occurring before the Completion Date, which was not itself the Employer's risk

c) the activities of the Contractor on the Site after the Completion Date.

3.36.3 From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risk are Contractor's risks.

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Appendix to Conditions of Contract for the following events;

i. loss of or damage to the Works, Plant, and Materials;

ii. loss of or damage to Equipment;

iii. loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and

iv. personal injury or death.

3.36.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.

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

3.36.6 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

3.37 Completion and taking over

Upon deciding that the Works are complete, the Contractor shall issue a written request to the Project Manager to issue a Certificate of Completion of the Works. The Employer shall take over the Site and the Works within seven [7] days of the Project Manager's issuing a Certificate of Completion.

3.38 Final Account

The Contractor shall issue the Project Manager with a detailed account of the total amount that the Contractor considers payable to him by the Employer under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a Payment Certificate. The Employer shall pay the Contractor the amount due in the Final Certificate within 60 days.

3.39 Termination

The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

(a) the Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Project Manager;

(b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;

(c) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate)of issue.

(e) the Project Manager gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

(f) the Contractor does not maintain a security, which is required.

(g) When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Clause 33.1 above, the Project Manager shall decide whether the breach is fundamental or not.

(h) Notwithstanding the above, the Employer may terminate the Contract for convenience.

(i) If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials , goods, equipment and temporary buildings on Site.

3.40 Payment Upon Termination

3.40.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the Work done and materials ordered and delivered to Site up to the date of the issue of the certificate. Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor.

3.40.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the Work done, materials ordered,

the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works.

3.40.3 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on the Site, plant, equipment and temporary works.

3.40.4 The Contractor shall, during the execution or after the completion of the Works under this clause remove from the Site as and when required, within such reasonable time as the Project Manager may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to or hired by him, and in default the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

3.40.5 Until after completion of the Works under this clause the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Project Manager shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to 3.7.6the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

3.41 Release from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop Work as quickly as possible after receiving this certificate and shall be paid for all Work carried out before receiving it.

3.42 Corrupt gifts and payments of commission

The Contractor shall not;

a. Offer or give or agree to give to any person in the service of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in

relation to the obtaining or execution of this or any other Contract for the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Employer.

b. Enter into this or any other contract with the Employer in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

c. Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement Regulations issued under The Exchequer and Audit Act Cap 412 of the Laws of Kenya.

3.43 Settlement of Disputes

3.43.1 In case any dispute or difference shall arise between the Employer or the Project Manager on his behalf and the Contractor, either during the progress or after the completion or termination of the Works, such dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman or Vice Chairman of any of the following professional institutions;

(i) Architectural Association of Kenya

(ii) Institute of Quantity Surveyors of Kenya

(iii) Association of Consulting Engineers of Kenya

(iv) Chartered Institute of Arbitrators (Kenya Branch)

(v) Institution of Engineers of Kenya

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

3.43.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled

to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

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

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

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

i. The appointment of a replacement Project Manager upon the said person ceasing to act.

ii. Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.

iii. Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.

iv. Any dispute or difference arising in respect of war risks or war damage.

3.43.6 All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.

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

3.43.8 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall

be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

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

SECTION IV – APPENDIX FOR SPECIAL CONDITIONS OF CONTRACT

General conditions of contract reference	Special conditions of contract
DEFINITION	
3.1	The Employer is;- **THE INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION P.O. Box 45371-00100 NAIROBI** **ANNIVERSARY TOWERS, UNIVERSITY WAY,** Name of Authorized Representative: **THE COUNTY ELECTIONS MANAGER** **ISIOLO COUNTY** **P.O. Box 525-60300 ISIOLO**
3.1	The name (and identification number) of the Contract is; **TENDER NO: IEBC/WKS/20/01/2020-2021** **PROPOSED CONSTRUCTION AND COMPLETION OF WARE-HOUSE FOR INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION (IEBC) ISIOLO COUNTY**
3.1	The Start Date shall be : **AGREED WITH THE COUNTY ELECTIONS MAN-AGER**
3.1	The Site is located at ISIOLO TOWN – **ISIOLO COUNTY**
INTERPRETATION	
3.2.3	The following documents also form part of the Contract: Documents listed in clause 3.2.3 conditions of contract
OTHER CONTRACTORS	
3.8	Other Contractors, utilities etc., to be engaged by the CONTRACTOR with approval of the Employer on the Site include those for the execution of; ELECTRICAL WORKS
WORK PROGRAM	
3.13	The Contractor shall submit a revised program for the Works within Seven (7No) days of delivery of the Letter of Acceptance
3.13	The period between Program updates is thirty (30No) days.
	The amount to be withheld for late submission of an updated Program is WHOLE CERTIFICATE

POSSESSION OF SITE	
3.14	The Site Possession Date shall be AGREED WITH THE COUNTY ELECTIONS MANAGER
BILLS OF QUANTITIES	
3.21.2	The schedule of basic rates used in pricing by the Contractor is as attached [Contractor to attach]. NOT APPLICABLE
PAYMENT CERTIFICATES, CURRENCY OF PAYMENTS AND ADVANCE PAYMENTS	
3.23	The Contract Price shall be stated in Kenya Shillings. The rate of exchange for calculation of foreign currency payments is NOT APPLICABLE
3.24	Advance Payment shall not be granted.
COMPENSATION EVENTS	
3.25	The following events shall also be Compensation Events: Those listed in the conditions of contract.
PRICE ADJUSTMENT	
3.31	The Price Adjustment Clause (SHALL) apply
RETENTION	
3.32	The proportion of payments retained is: Ten (10%) percent. The Limit of Retention is: Five (5%) percent.
3.32	The Defects Liability period is 180 days
LIQUIDATED DAMAGES	
3.33.1	The liquidated damages for the whole of the Works is Kshs. 20,000.00 (per week or part thereof)
SECURITIES	
3.34	The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price- Five (5%) percent.
LIABILITY AND INSURANCE	
3.36	The minimum insurance covers shall be; 1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is the entire contract 2. The minimum cover for loss or damage to Equipment is Kshs 20,000,000 3. The minimum for insurance of other property is Kshs 20,000,000 4. The minimum cover for personal injury or death insurance • For the Contractor's employees is AS PER THE APPLICABLE LAWS IN KENYA • And for other people is Kshs 20,000,000
COMPLETION AND TAKING OVER	
3.37	The Intended Completion Date for the whole of the Works shall be: THIRTY WEEKS (30 WEEKS)

SECTION V - SPECIFICATIONS

5.1 Notes for preparing Specifications

5.1.1 Specifications must be drafted to present a clear and precise statement of the required standards of materials, and workmanship for tenderers to respond realistically and competitively to the requirements of the Employer and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other supplies to be permanently incorporated in the Works be new, unused, of the most recent or current models, and incorporating all recent improvements in design and materials unless provided otherwise in the Contract. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated. Specifications from previous similar projects are useful and may not be necessary to re-write specifications for every Works Contract.

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

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

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

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

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

5.2 Evaluation and Comparison of Tenders

5.2.1 Preliminary Evaluation

No.	Mandatory Requirements	Responsive/ Non-Responsive
1.	Must submit a Copy of certificate of incorporation/Registration	
2.	Must submit a Copy of a valid tax compliance certificate (Verification will be done through TCC Checker)	
3.	Must submit a copy of CR12 for limited company and for Sole proprietor & Partnership companies to provide copies of directors I.D)	
4.	Must submit Tender security of Ksh. 500,000.00 valid for 120 days from the date of tender closing or or fill and sign the Tender Securing Declaration Form as prescribed.	
5.	Must submit a Duly filled, signed and stamped form of tender	
6.	Must submit a valid Single business permit	
7.	Must submit a Dully filled, signed and stamped Confidential Business Questionnaire	
8.	Priced Bill of Quantities- Fill all rates, prices, amounts and stamp.	
9.	Must submit a Duly filled, signed and stamped Anti-Corruption Declaration Form	

10.	Must submit a Valid Contractor NCA (Category 1-4) Annual practicing license and Valid certificate of Registration for Building Works) (Attach a copy)	
11.	Must submit a Valid Contractor NCA (Category 1-6) Annual practicing license and Valid certificate of Registration of Mechanical works. (Attach a copy)	
12.	Must submit a Pre-tender site visit certificate	
13.	Tender document MUST be sequentially Paginated/serialized on each page including all the attachments	

NB: At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submission in any of the above mandatory requirements will be eliminated and will not be considered further evaluation.

5.2.2 Technical Evaluation

No.	Requirements	Compliant or Not Compliant
1.	Provide evidence of five (5) Previous similar works done. (construction/building works) Attach completion certificate OR contracts.	
2.	Provide evidence of Previous works done in 2018, 2019 or 2020 amounting to a minimum of Kshs. 100,000,000 (attach LSO or Contracts	
3.	Provide a certified copy of Degree in Civil/Construction and a certified copy of professional certification by the relevant body of the Project manager. (attach CV & certified copy of Degree Certificate and professional certification certificate)	
4.	Provide a certified copy of Diploma in Civil/Construction of the Site agent (attach CV & and a certified copy of Diploma Certificate)	
5.	Provide a detailed Work plan or a Gantt Chart clearly showing the work flow for the project execution.	

6.	Provide a certified Bank statement for the last one year showing a cash flow of deposit above Ksh, 10,000,000	
7.	Provide evidence of Current bank balance of Ksh. 15,000,000;	
8.	Provide Audited financial statements for years 2018 and 2019 Certified by an Auditor.	
To proceed to the next stage of evaluation a bidder should be compliant to all the elements above.		

NB: At this stage, the tenderer's submission will either be Compliant or non-Compliant. Bidder's must be 100% compliance to the technical evaluation indicated above The non-compliant submission in any of the above technical evaluation requirements will be eliminated and will not be considered for further evaluation.

5.2.3 Financial Evaluation

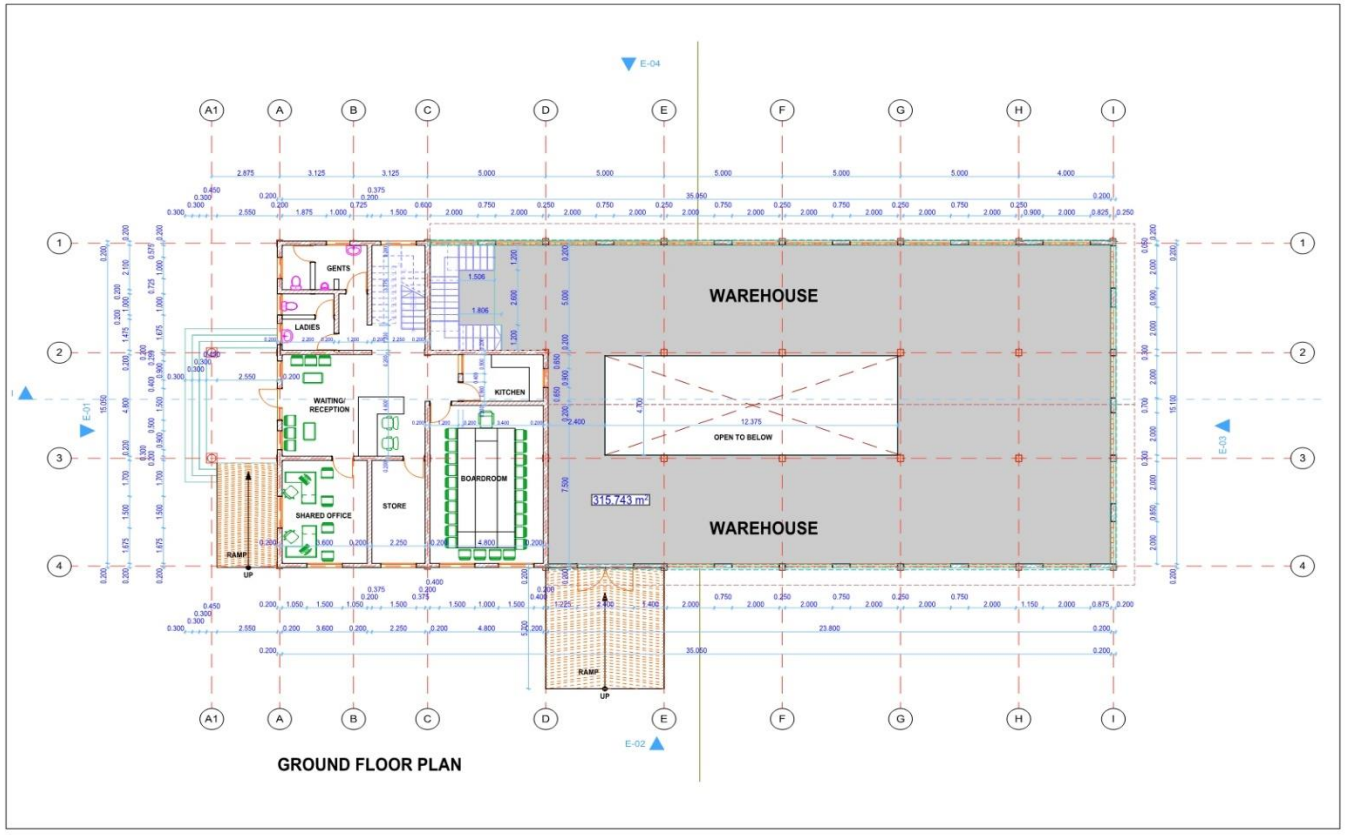
1.	Award Criteria	The Contract will be awarded to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender

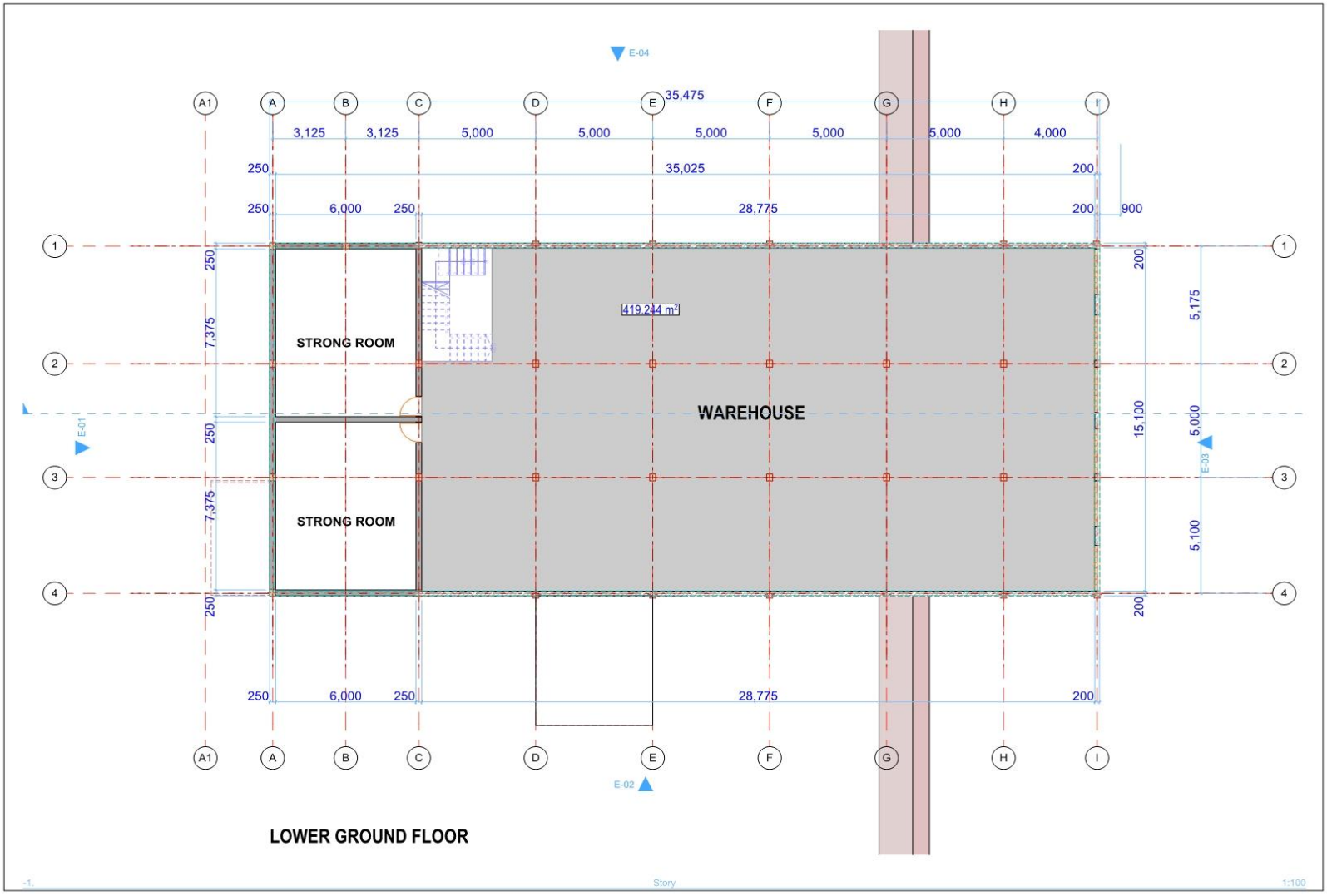
5.2.4 Due Diligence

The Commission may conduct due diligence to the successful tenderer before contract signing.

SECTION VI – DRAWINGS

All drawings for the proposed construction works for Isiolo Warehouse are attached. Warehouse drawings"

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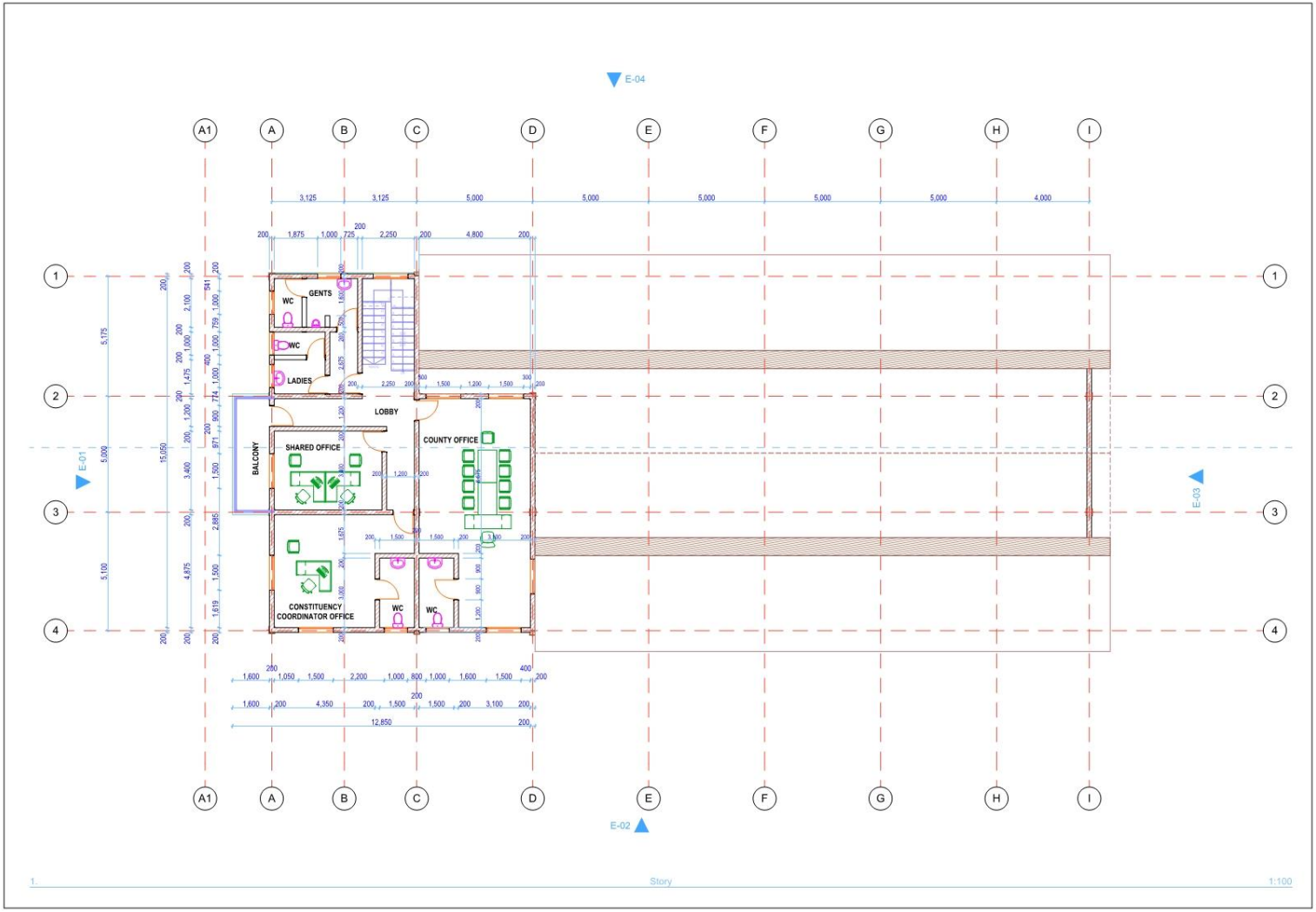
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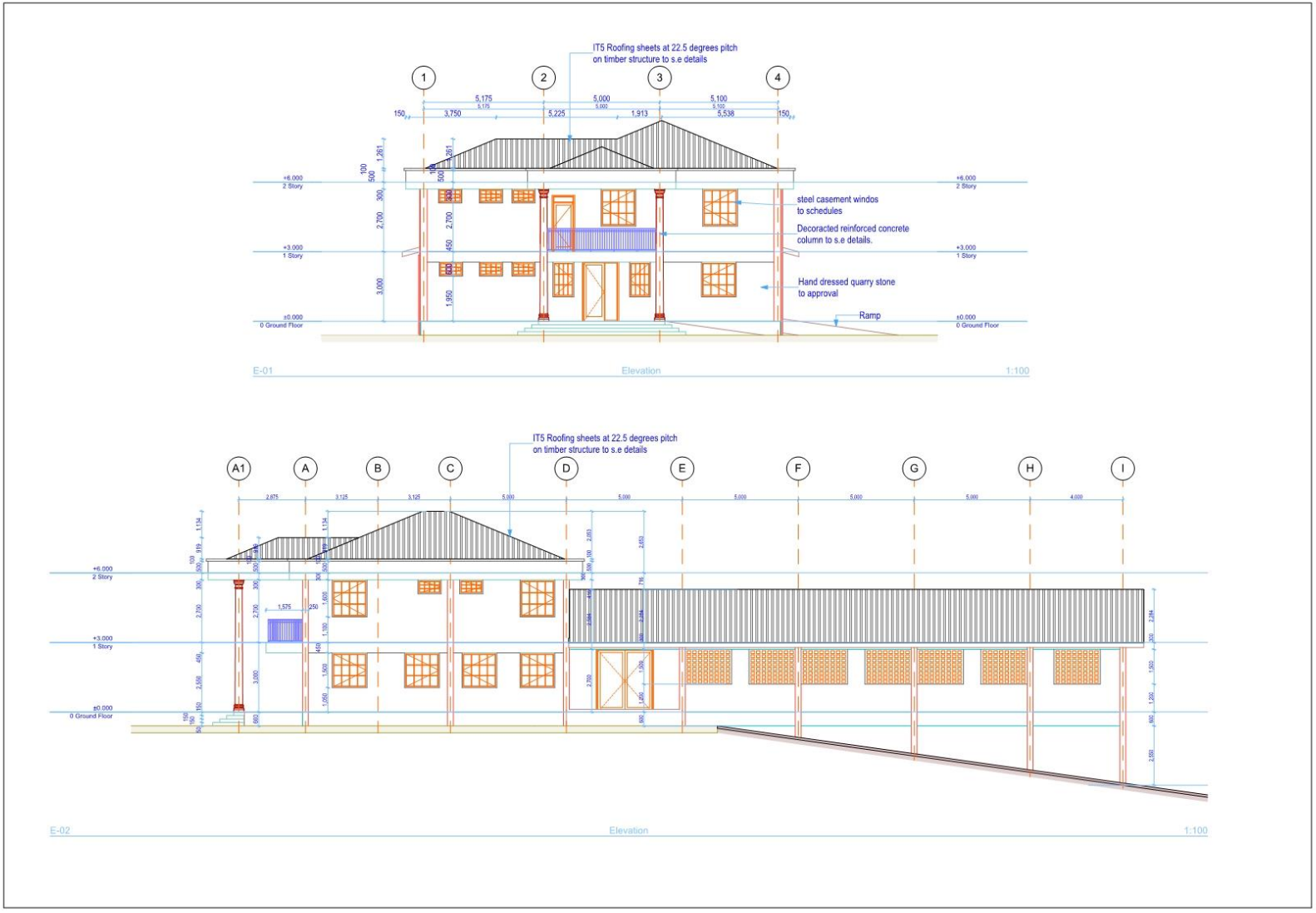
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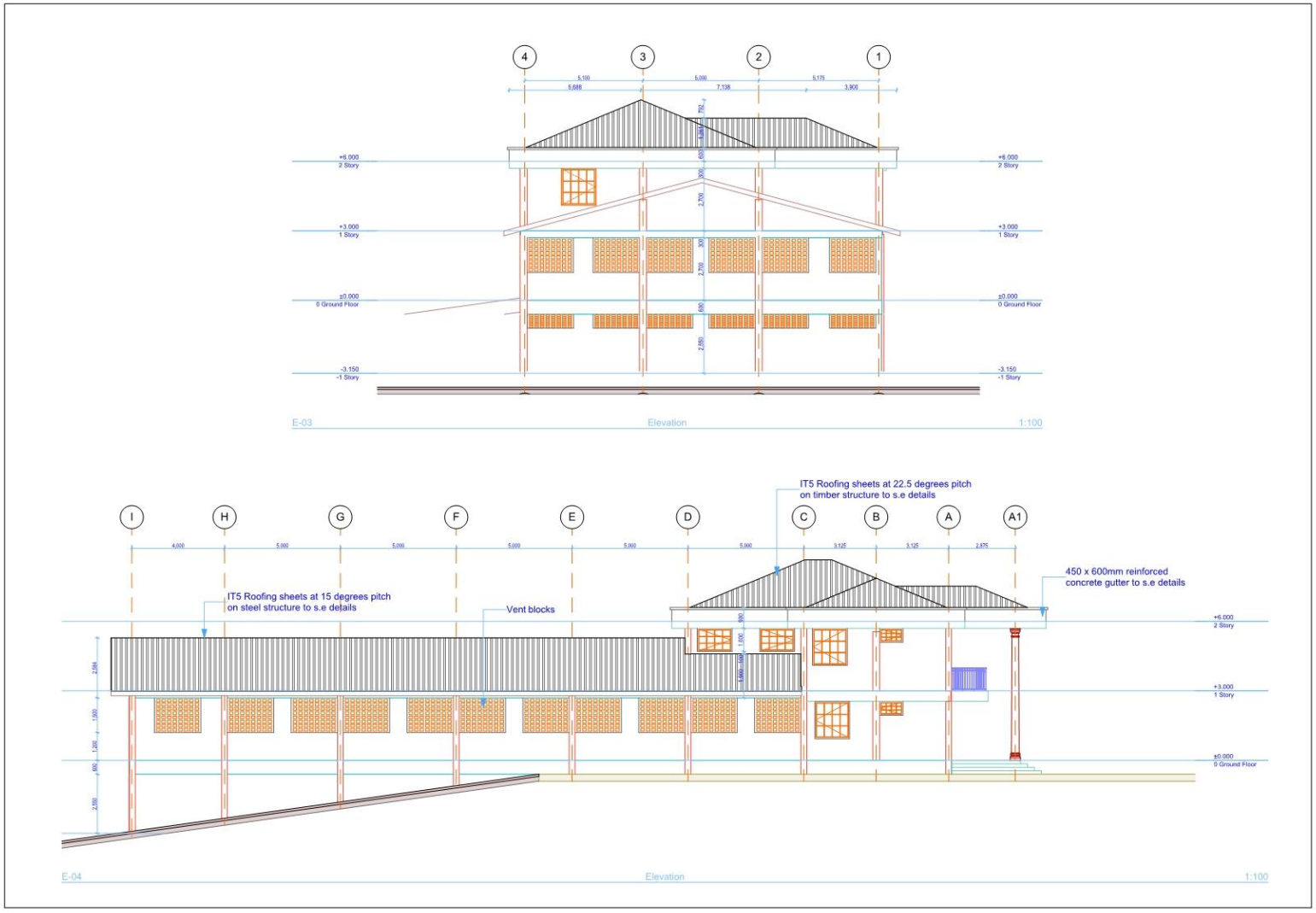
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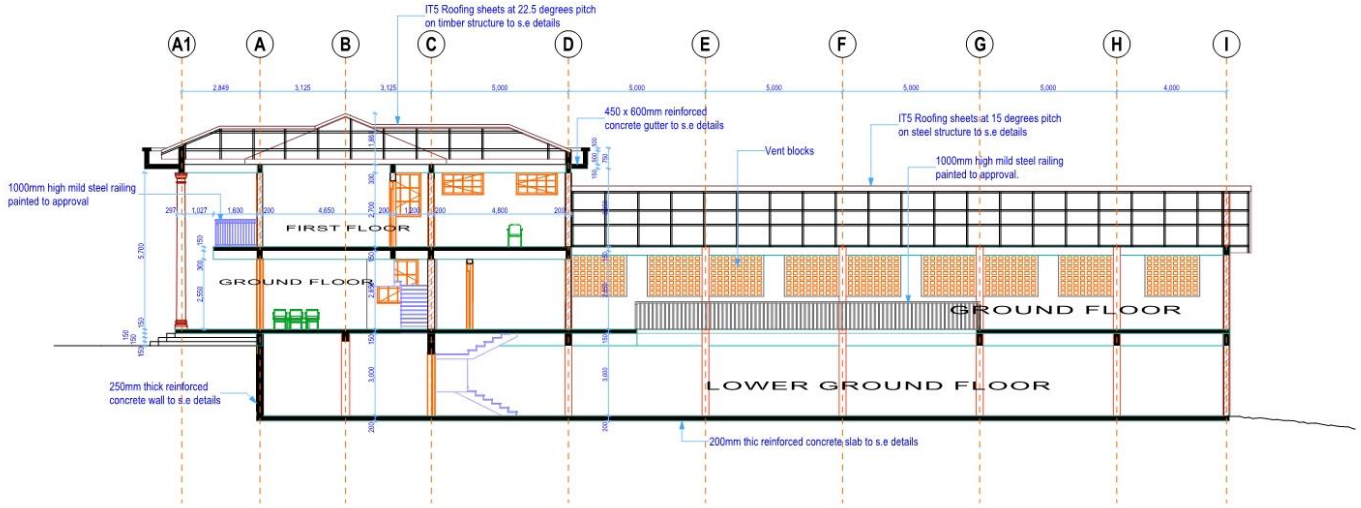

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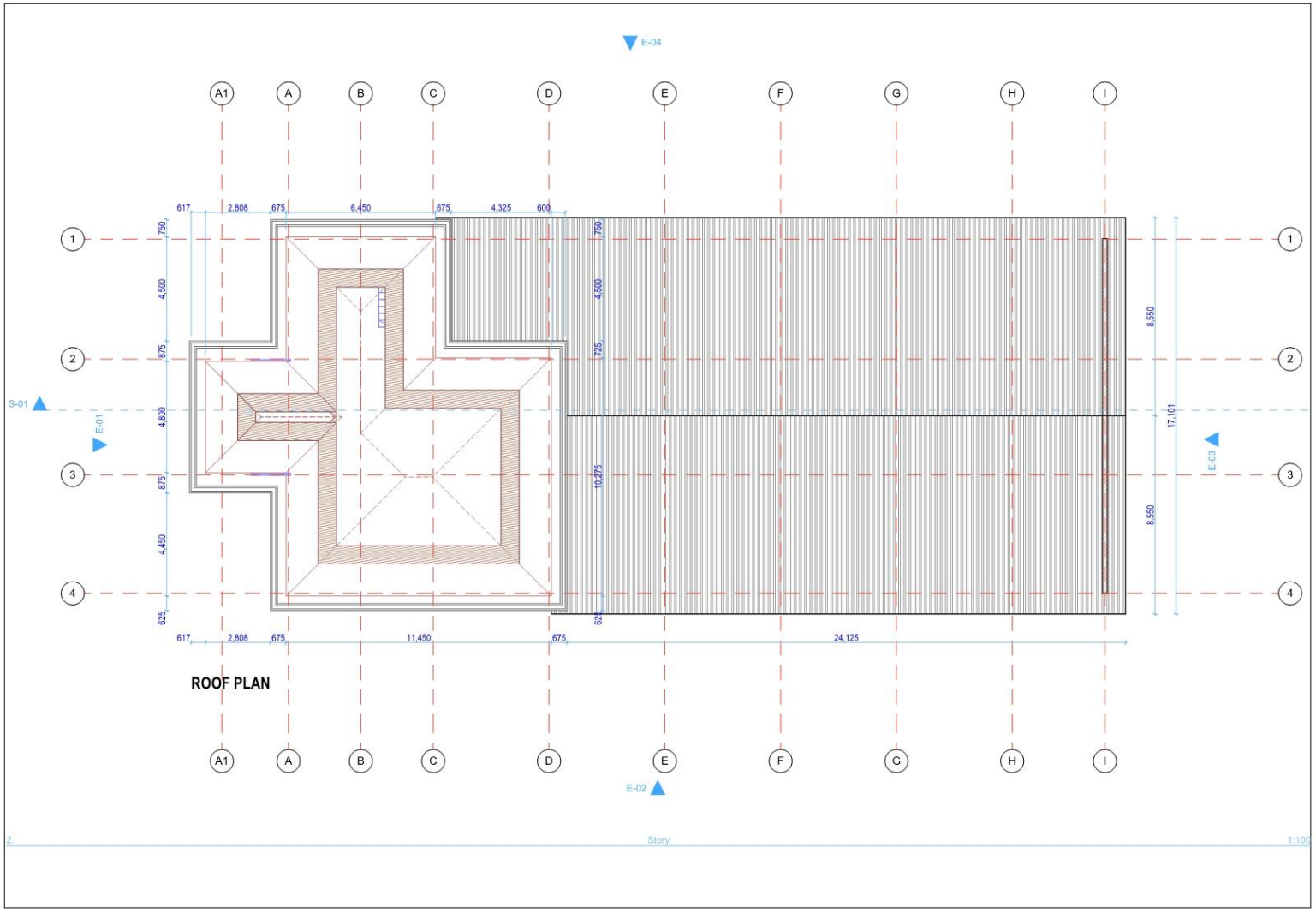
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SECTION VII - BILL OF QUANTITIES

7.0 PREAMBLES AND PRICING NOTES

7.1.1 GENERALLY

All work to be carried out in accordance with the Ministry of Roads, Public Works and Housing General Specifications for Building Works issued in 1976 or as qualified or amended. MANUFACTURERS' NAMES

Where manufacturers' names and catalogue references are given for guidance to quality and standard only, alternative manufacturer of equal quality will be accepted at the discretion of the Project Manager.

7.1.2 WALLING

Walling of 150 mm thickness or under shall be reinforced with hoop iron every alternate course.

7.1.3 CARPENTRY

The grading rules for cypress shall be the same as for all timber used for structural work shall be select (second grade).

All structural timber must conform to the minimum requirements for moisture content and preservative treatment and timber prices must allow for preparing, packing and sending samples for testing when required.

Prices must also include for all nails and fasteners.

7.1.4 JOINERY

Cypress for joinery shall be second grade in accordance with the latest grading rules of the Kenya Government.

Where Mahogany is specified, this refers to prime grade only. The Contractor may with the approval of the Project Manager, alternatives in lieu of Mahogany but such approval will be given only in the case of shortages of the hardwoods specified.

Plugging shall be carried out by drilling walling or concrete with masonry drill and filling with propriety plugs of the correct sizes. Cutting with hammer and chisel will not be allowed.

Prices for joinery must include for pencil rounded arises, protection against damage, nails, screws, framing and bedding in cement mortar as required.

Sizes given for joinery items are nominal sizes and exact dimensions of doors, etc, must be ascertained on site.

7.1.5 IRONMONGERY

Ironmongery shall be as specified in the Bills of Quantities or equal and approved.

Prices must include for removing and re-fixing during and after painting, labeling all keys, and for fixing to hardwood, softwood, concrete or block work.

Catalogue references given for ironmongery are for purposes of indicating quality and size of item(s). Should the Contractor wish to substitute the specified item(s) with others of equal quality, he must inform the Project Manager and obtain approval in writing.

7.1.6 STRUCTURAL STEELWORK

All structural steelwork shall comply with "Structural Steelwork Specifications (1973) and shall be executed by an approved Sub- contractor.

7.1.7 PLASTERWORK AND OTHER FINISHES

a. All finishings shall be as described in the general specifications and in these Bills of Quantities.

b. Prices for pavings are to include for brushing concrete clean, wetting and coating with cement and sand grout 1:1.

c. Rates for glazed wall tiling are to include for a 12 mm cement and sand (1:4) backing screed unless otherwise specified in these Bills of Quantities.

7.1.8 GLAZING

a. Where polished plate glass is specified, this refers to general glazing quality.

b. Prices for glazing shall include for priming of rebates before placing putty. c. The Contractor will be responsible for replacing any broken or scratched glass and handing over in perfect condition.

7.1.9 PAINTING

a. All paint shall be 1st quality "Crown" or other equal and approved
b. Painting shall be applied in accordance with the manufacturers' instructions.

b. Prices for painting are to include for scaffolding, preparatory work, priming coats, protection other works and for cleaning up on completion.

Prices of painting Galvanized metal are to include

PARTICULARS PRELIMINARIES

ITEM	DESCRIPTION	K.SHS
A	**PRICING ITEMS OF PRELIMINARIES** Prices SHALL BE INSERTED against items of "preliminaries" in the tender's priced Bills of Quantities.	
B	Please note that the failure to price any item of general particular preliminaries will be construed to mean the tenderer wishes to provide for that item free of charge.	
C	**VALUE ADDED TAX: OTHER TAXES, DUTIES AND LEVIES INFORCE** The contractor shall not include value added Tax (V.A.T) in his rates but shall add on the main summary as shown in the document.	
D		
	SCOPE OF CONTRACT The works to be carried out under this contract comprise of PROPOSED	
	CONSTRUCTION OF WAREHOUSE AND OFFICE BLOCK **DESCRIPTION OF THE WORKS**	
	The works comprise of construction of warehouse and office block as per attached measured works and all the assorted building services.	
	Carried to collection	

ITEM	DESCRIPTION	K.SHS
A	**MEASUREMENTS**	
B	In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER.	
C	**LOCATION OF SITE** The site for works located at Kiwanjani area of Isiolo town **Existing building services** Special precautions shall be required throughout the contract period to avoid damage to the existing cables, drains and other services. The contractor shall allow for making good and damage arising from his actions during execution of his contract of his own expense.	
	Carried to collection	

ITEM	DESCRIPTION	K.SHS
A	SIGNING OF THE TENDER DOCUMENTS	
B	The bidder shall append his / her signature and / or company 's rubberstamp on each and every page of tender document.	
C	DEMOLITIONS AND ALTERATIONS	
	The Contractor is to allow for all temporary protection required during the works including ordinary and special dust screens, hoardings, barriers, warning signs, etc as directed by the Project Manager and as necessary for the adequate propping and protection of existing property, finishes, workmen employed on the site, employer's agents and the public. Any damage or loss incurred due to the insufficiency of such protection must be made good by the Contractor. All protective devices are to be removed on completion of the works and any necessary making good consequent upon this is to be excecuted to the satisfaction of the Project Manager	

	The works shall be propped, strutted and supported as necessary before any alteration or demolition work commences. Prices shall include for all cleaning and preparatory work to structure and finishes and for making good to all finishes on completion whether or not specifically described.	
	Unless described as set aside for re-use all arising debris and surplus materials shall be carefully removed from building and carterd away from site.	
	The Contractor shall be entirely responsible for any breakage or damage which may occur to materials required for re-use during their removal unless it is certified by the Project Manager that such damage or breakage was inevitable as a result of the condition of the item concerned	
	CLEARING AWAY	
	The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager.	
	The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.	
	Carried to collection	

	CLAIMS	
A	It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and / or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such a claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claim shall be entertained upon the expiry of the said contact period.	
B	**PAYMENTS**	
	The tenderer's attention is drawn to the fact that the GOVERNMENT DOES NOT MAKE ADVANCE PAYMENTS but pays for work done and	
C	materials delivered to sit: all in accordance with Clause 23 of the	
	Conditions of Contract Agreement. In order to facilitate this, a list of the general component elements for the works is given at the summary page of these specifications and the tenderer is requested to break down his tender sum commensurate to the said elements	
	PREVENTION OF ACCIDENT, DAMAGE OR LOSS	
E	The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is thus instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of activities being carried out by the Client. The Contractor shall allow in his rates any expense he deemed necessary by taking such care within the site.	
	WORKING CONDITIONS	
	The Contractor shall allow in his rates for any interference that he may encounter in the course of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed, as the facility will be operating as usual during the course of the contract.	
	SIGNBOARD	
	Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.	
	Carried to collection	

ITEM	DESCRIPTION	K.SHS
	EXISTING SERVICES	
	Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.	
	CONTRACT COMPLETION PERIOD	
C	The contract completion period in accordance with condition 31 of the Conditions of contract must be adhered to.	
D	The 'PROJECT MANAGER' shall strictly monitor the Contractors progress in	
	relation to the progress chart and should it be found necessary the 'PROJECT MANAGER' shall inform the Contractor in writing that his actual performance on site is not satisfactory .In all such cases the	
	Contractor shall accelerate his rate of performance production and progress by all means such as additional labour, plant, e.t.c and working overtime all at his cost.	
	PERFORMANCE BOND	
	A bond of 5% of the contract sum will be required in accordance with clause 6.00 (as amended) on award of contract of the Instructions to Tenderer's. No payment on account for the works executed will be made to the contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank.	
	TENDER DOCUMENTS	
	Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's Page STD/9	
	DELIVERY OF TENDER	
	Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents or as indicated in the advertisement.	
	Carried to collection	

ITEM	DESCRIPTION	K.SHS
A	Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the advertisement. Tenders delivered/received later than the above time will not be opened.	
	VALUE ADDED TAX	
	The Contractor's attention is drawn to the Legal Notice in the Finance Act part	
	3 Section 21(b) operative from 1st September, 1993 which requires payment o VAT on all contracts. The Contractor should therefore include allowance in hi rates and prices for prices for VAT and any other Government taxes currently in force.	
	The tenderer is advised that in accordance with the Finance Act 2014 withholding VAT tax was reintroduced at a rate of 6% with effect from 19th September, 2014	
	EXISTING BUILDING MATERIALS	
	NOTE: Any materials found usable for the works shall be given to the contractor on creidit with the approval of the client	
	FORM OF CONTRACT	
	The Form of Contract shall be as stipulated in the Republic of Kenya's	
	Standard Tender Document for Procurement of Building Works(2006 Edition) and its regulations included herein	
	The **Conditions of Contract** are also included herein Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the	
	Particular Preliminaries part of these Bills of Quantities	
	Carried to collection	

ITEM	DESCRIPTION	kshs
A	PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO	
	CONTRACT AGREEMENT	
	The following are the insertions to be made in the appendix to the Contract Agreement: -	
	Period of Final Measurement As Soon as works is certified	
	Complete date (condition 32)	
	Defects Liability Period 6 Months from Practical completion date for	
	(condition 20)	
	Possession To be agreed with the Project Manager	
	Complete date (condition 14)	
	Date for Completion **3 Months** from date of Possession	
	Complete date (condition 31)	
	Liquidated and Ascertained At the rate of **Kshs.. 30,000.00** per week	
	(condition 27) or part thereof:	
	Prime cost sums for which …… The Contractor desires to tender ……	
	Period of Interim Certificates Monthly	
	Period of Honouring Certificates 30 days (condition	
	23) Percentage of Certified Value Retained **10% (condition**	
	26) Advance payment N o t	
	a p p l i c a b l e	
	Carried to Collection	

ITEM	DESCRIPTION	K.SHS
	COLLECTION	
	Brought forward from page PP/1	
	Brought forward from page PP/2	
	Brought forward from page PP/3	
	Brought forward from page PP/4	
	Brought forward from page PP/5	
	TOTAL FOR PARTICULAR PRELIMINARIES CARRIED TO MAIN	
	SUMMARY	

ITEM	DESCRIPTION	KSHS
	GENERAL PRELIMINARIES	
	PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES	
B	**Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification.**	
	The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.	
	ABBREVIATIONS	
	Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows:-	
	C.M. Shall mean cubic metre	
	S.M. Shall mean square metre	
	L.M. Shall mean linear metre	
	MM Shall mean Millimetre	
	Kg. Shall mean Kilogramme	
	No. Shall mean Number *Prs.* Shall mean Pairs	
	B.S. Shall mean the British Standard Specification	
	Published by the British Standards Institution, 2 Park Street, London W.I., England.	
	Ditto Shall mean the whole of the preceding description except as qualified in the description in which it occurs.	
	m.s. Shall mean measured separately.	
	a.b.d Shall mean as before described.	
	Carried to collection	

A B	**EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT** ***Attendance ;*** Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:- Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same. ***Fix Only:-*** "Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated),pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only. **FORM OF CONTRACT** The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works (2006 Edition) included herein The Conditions of Contract are also included herein ***Conditions of Contract*** These are numbered from 1 to 37 as set out in pages ***18 to 37*** of these tender documents. Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities	
	Carried to collection	

ITEM	DESCRIPTION	KSHS
A	**PLANT, TOOLS AND VEHICLES**	
B	Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.	
	TRANSPORT.	
C	Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.	
	MATERIALS AND WORKMANSHIP.	
D	All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.	
E	**SIGN FOR MATERIALS SUPPLIED.**	
	The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER	
	STORAGE OF MATERIALS	
	The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.	
	Carried to collection	

ITEM	DESCRIPTION	KSHS
	SAMPLES	
A	The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall	
B	be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Lands, Housing and Urban Development (State Department of Public Works).	
	The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.	
	GOVERNMENT ACTS REGARDING WORK, PEOPLE ETC.	
	Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople.	
	The Contractor must make himself fully acquainted with current Acts including Police Regulations regarding the movement, housing, security and control of and Regulations, labour, labour camps , passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.	

ITEM	DESCRIPTION	KSHS
A	**SECURITY OF WORKS ETC.** The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.	
B	**PUBLIC AND PRIVATE ROADS.** Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER	
C	**EXISTING PROPERTY.** The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER	
D	**VISIT SITE AND EXAMINE DRAWINGS.** The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.	
E	**ACCESS TO SITE AND TEMPORARY ROADS.** Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads (approximately 70 metres long) for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER	
	Carried to collection	

ITEM	DESCRIPTION	KSHS
A	**AREA TO BE OCCUPIED BY THE CONTRACTOR** The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER	
B	**OFFICE ETC. FOR THE PROJECT MANAGER** The Contractor shall provide, erect and maintain where directed on site a properly ventilated lockable office for the consultants, having a minimum floor area of 40 Square Metres complete with furniture (Tables, chairs e.t.c). Provision shall be made for artificial lighting and cleaning facilities for the duration of the works. Upon clompletion the Contractor shall dismantle and clear away the office. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the	
C	PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.	
	WATER AND ELECTRICITY SUPPLY FOR THE WORKS The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER . The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub--contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.	
	Carried to collection	

ITEM	DESCRIPTION	KSHS
A	**SANITATION OF THE WORKS** The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER	
B	**SUPERVISION AND WORKING HOURS** The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.	
C	**PROVISIONAL SUMS.** The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Such sums are net and no addition shall be made to them for profit.	
D	**PRIME COST (OR P.C.) SUMS.** The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of	
E	Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods as stated in Condition No. 20 of the Conditions of Contract are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers. **PROTECTIVE CLOTHING** The Contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include, inter- alia, safety helmets, gloves, goggles, earmuffs, gumboots, overalls, etc., according to the type of work. The Contractor shall ensure that safety helmets are worn by all staff at all times	

ITEM	DESCRIPTION	KSHS
	PROGRESS CHART.	
A	The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.	
B	**ADJUSTMENT OF P.C. SUMS.**	
C	In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them. Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.	
	ADJUSTMENT OF PROVISIONAL SUMS. In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued as described for Variations in Conditions No. 13 of the Conditions of Contract, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.	
	Carried to collection	

ITEM	DESCRIPTION	KSHS
	NOMINATED SUB-CONTRACTORS	
A	When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts as described in Condition No. 20 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".	
B	**DIRECT CONTRACTS**	
C	Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.	
	ATTENDANCE UPON OTHER TRADESMEN, ETC.	
	The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.	
	Carried to collection	

ITEM	DESCRIPTION	KSHS
A	**INSURANCE**	
B	The Contractor shall insure as required in Conditions No 30 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.	
C	**PROVISIONAL WORK** All work described as "Provisional" in these Bills of Quantities is subject to re - measurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense. **ALTERATIONS TO BILLS, PRICING, ETC.** Any unauthorized alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders Sums to cover trades or groups of work must be broken down to show the price of containing Lump each item before they will be accepted.	
	Carried to collection	

ITEM	DESCRIPTION	KSHS
	BLASTING OPERATIONS	
	Blasting will only be allowed with the express permission of the PROJECT	
A	MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.	
B	**MATERIALS ARISING FROM EXCAVATIONS**	
C	Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.	
D	**PROTECTION OF THE WORKS.**	
	Provide protection of the whole of the works contained in the Bills of	
	Quantities, including casing, casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.	
	WORKS TO BE DELIVERED UP CLEAN	
	Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER	
	Carried to collection	

ITEM	DESCRIPTION	KSHS
	GENERAL SPECIFICATION.	
A	For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General	
B	Preliminaries, Trade Preambles or other items in these Bills of Quantities.	
	TRAINING LEVY	
C	The Contractor's attention is drawn to the legal notice which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than KShs. 1,000,000.00 in value.	
	MATERIALS ON SITE	
D	All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.	
	HOARDING	
E	The Contractor shall enclose all the site or part of the works under construction with a hoarding 2400 mm high consisting of iron sheets on 100 x 50 mm timber posts firmly secured at 1800 mm centres with two 75 x 50 mm timber rails. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.	
	CONTRACTOR'S SUPERINTENDENCE/SITE AGENT	
	The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.	
	Carried to Collection	

	EXCEPTION OF THE STANDARD METHOD OF MEASUREMENTS **Attendance;** clauses B19 (a) of the standard method of measurements is deleted and the following clause is substituted. Attendance on nominated sub – contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary providing space for office accommodation and for storage of plant and materials; provide light and water for their work clearing away rubbish; unloading checking and hosting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of sub-contractors' work and being responsible for the accuracy of the same. **Fix only** :fix only" shall mean take delivery at nearest railway station (unless otherwise stated), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only. **Employer** The "employer" is the INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION. The term "Employer" and "Government: wherever used in the contract document shall be synonymous. **Project manager** The term "PM" wherever used in these Bills of Quantities shall be deemed to imply the project manager as defined in condition 1 of the conditions of contract or such or persons as may be duly authorized to represent him on behalf of the government. **Architect** The term "architect" shall be deemed to mean "the P.M" as defined above whose address unless otherwise notified is Ministry of Public Works P.O BOX 38, ISIOLO. **Quantity surveyor** The term "Quantity Surveyor" shall be deem to mean " The P.M" as defined above whose address unless otherwise notified is Ministry of Public Works P.O BOX 38, ISIOLO.
	Carried to collection

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	PROPOSED CONSTRUCTION OF IEBC UPPER **EASTERN REGIONAL OFFICE** **ELEMENT NO.1** **SUBSTRUCTURES** **(ALL PROVISIONAL MEASURED)** **The following works have been measured up to and including around floor slab).** **Earthworks & excavations.**				
A	Clear site of all bushes, shrubs, small trees, and hedges including grubbing up their roots and dispose as directed.	SM	3000		
	Excavate to remove clay soil.				
B	Extra over excavation for all class of rock.	CM	1178		
C	Approved hardcore filling well handpacked, rammed, watered and compacted in layers of 150mm thick.	CM	60		
D		CM	1032		

	50mm fine material for building (murram / quarry dust) to surface of hardcore well rolled and leveled.				
E		SM	688		
	Return, fill and ram selected excavated materials around foundations.				
F	Load and cart away excavated soil from site as directed.	CM	118		
G	"Termidor" or other equal and approved	CM	1060		
	insecticide solution treatment to manufacturer's instructions on blinded surfaces and bottoms of foundations.				
H		SM	764		
	500 gauge polythene D.P.M underiay sheeting to bottom of slab with end and side laps of 150mm.				
I		SM	764		
	Allow for keeping excavations free from all water by draining pumping or otherwise.				
J	Allow for maintaining and upholding sides of excavations as necessary clearing away any debris: rubbish etc.		ITEM		
L			ITEM		

	TOTAL CARRIED TO COLLECTION ……..				
ITEM NO	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMOUNT KSHS**
	SUBSTRUCTURES (continued)				
A	Level and compact bottoms of excavations and pits	SM	204		
	Plain concrete (1;4:8) in:-				
B	50mm thick blinding to foundation bases	SM	204		
	Vibrated reinforced concrete (1:2:4) in:-				
C		CM	46		
	Column bases and foundation				
D		CM	16		
	Columns				
E		SM	765		
	100mm thick ground floor slab				
F		SM	81		
	200mm wall				
	Sawn formwork to:-				

G	Wall	SM	162		
H	columns	SM	88		
I	Edges of floor slab 75 – 150mm high	LM	130		
J	Column bases and foundation	SM	144		
	Steel reinforcements:- **Supply and including all necessary lying wires and spacer blocks..**				
K	8mm high tensile square twisted steel bars	KG	850		
L	10mm Ditto.	KG	1300		
M	12mm Ditto.	KG	3100		
N	Steel fabric reinforcement mesh No. A142	SM	765		
	Foundation Walling **Natural stone walling in cement – sand (1:3) mortar including reinforcing with 20x3mm thick hoop-iron in every alternate course.**	SM	414		

O	225mm Thick walling **TOTAL CARRIED TO COLLECTION** **……..**				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	<u>SUBSTRUCTURES (contd)</u> **<u>Plinths</u>**				
A	12mm thick cement – sand (1:3) render to plinths	SM	65		
B	Prepare and apply three coasts of bitumastic paint to rendered plinths externally.	SM	65		
	<u>Paving slabs around building</u>				
C	600 x 600x 50mm thick grey pre-cast concrete (1:2:4) paving slabs with cement and sand mortar (1:3) joints including 50mm bed of sand	SM	80		
	TOTAL CARRIED TO COLLECTION BELOW ……. **<u>COLLECTION</u>** FROM PAGE FS /1 FROM PAGE FS/2 FROM ABOVE **TOTAL FOR ELEMENT NO. 1** **SUBSTRUCTURES CARRIED** **SUMMARY PAGE** **……**				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	SUBSTRUCTURES				
	ELEMENT NO.2				
	Reinforced concrete superstructure				
	Vibrated reinforced concrete (1:2:4) in:- Beams				
A	Stairs	CM	33		
B	columns	CM	6		
C	200mm wall	CM	12		
D	100mm work top	SM	148		
E	150mm suspended slab and landing	SM	5		
F	**Sawn formwork to:**	SM	295		
	Sides of wall				
	Sides and soffits of beams				
G	Soffits of slab and landing	SM	296		
H	Sides columns	SM	398		

I	Sides sloping soffits of star	SM	295		
J	Soffits of work top	SM	222		
K	Edge of risers 75 – 150mm high.	SM	22		
L		SM	5		
M	**Steel reinforcement:-**	LM	60		
	Supply and fix including all necessary lying wires and spacer blocks.				
	8mm high tensile square twisted bars				
	10mm Ditto				
	12mm DItto				
N	16mm Ditto	KG	6740		
O P	20mm Ditto	KG	4410		
Q		KG	1580		
R	**Sandries**	KG	990		
		KG	1430		
	250x50mm concrete copping				
S	**TOTAL FOR ELEMENT NO. 2**				
	REINFORCED CONCRETE SUBSTRUCTURES TOTAL CARRIED SUMMARY PAGE ……	LM	60		

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	ELEMENT NO.3				
	WALLING				
	Natural building stones or concrete blocks in cement – sand (1:4) mortar and reinforced at every alternate course with 25mm x 3 mm thick hoop – iron.				
	200mm thick walling				
A		SM	741		
	Extra over walling for smooth face dressing and horizontal and vertical keying with 1:3 cement sand mortar.	SM	263		
B					
	Bitumastic Damo proof Course fet cement (1:4)				
	200mm wide				
		LM	350		
C	**Permanent ventilation.**				
	Leave or make hole size 225x225mm through walling for vents				
		NO	46		

D	225 x 225 x 12mm thick precast concrete (1:2:4) vent block lined with mosquito gauze internally including moulding around in cement – sand (1:3) mortar.	Pair	46		
E	200mm thick lourve block walling in cement sand 1:4mortar	SM	92		
F	**<u>Balustrading</u>**				
G	1000mm high wrot iron balustrading purpose made, all welded, comprising of 60mm diameter x 3mm thick handrail welded to and including 15mm x 25mmx3mm thick wrot iron rail, 1000mm high baluster with automotive spray painting with three coats of gloss oil paint	LM	38		
	TOTAL FOR ELEMENT NO. 3 **WALLING CARRIED TO** **SUMMARY APGE** **……**				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	ELEMENT NO. 4				
	ROOFING AND RAINWATER DISPOSAL				
A	Make mortice in concrete beam for anchoring hoop iron straps	NO	120		
B	12mm diameter x 250mm long bolts including washers bedded in mortar	NO	120		
C	**Covering**				
	28gauge IT 4 rooting sheets on zed purlins (m/s) with adequate end and side laps..	SM	890		
D	Ditto matching ridge and valley	LM	105		
E	Extra over roofing in translucent sheets.	SM	16		
F	250x40mm wrought cypress fascia	LM	102		
	TOTAL CARRIED TO COLLECTION PAGE ……				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	ROOFING (continued)				
	Mild steal, neatly cut and welded smooth and even finish.				
A	75x50mm purlins	LM	338		
B	150x5omm tie beam.	LM	374		
C	150x50mm rafters	LM	443		
D	100x50mm beams ties / structs	LM	823		
E	**Rain water goods in 26 gauge galvanized iron sheet rolled to required shape and hoisting to position.** 150x150mm deep box gutters fixed to fascia with wought metal brackets set at 1000mm centres	LM	15		
	300x150mm Ditto				
F	Extra over ditto stopped end with 100mm diameter nozzle outlet	LM	39		
G	Ditto only 150mm diameter nozzle outlet.	LM	140		
H	100mm diameter downpipe fixed at walling with holder butts at 1000mm centres one end built into walling including grouting around in mortar.	NO	16		
I	Extra over ditto for swanneck	NO	16		
J	Ditto but shoe 500mm long	LM	112		
	Decoration and painting				

	Knot, prime,destain,prepare and apply one undercoat	NO	16		
	and two finishing gloss oil paint to:-				
K	Surfaces of timber 200-300mm girth	NO	16		
	Prepare and apply three coats gloss oil paint to:-				
L	General surfaces of metal surfaces	SM	541		
M	Timber surface 200 – 300mm girth	LM	102		
N	Surfaces of large pipes girth 200 – 300mm girth	LM	116		
	TOTAL CARRIED TO COLLECTION PAGE …….				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	ROOFING (continued) **<u>COLLECTION</u>** FROM PAGE FS/6 FROM PAGE FS/7				
	TOTAL FOR ELEMENT NO. 4 **ROOFING AND RAIN WATER DISPOSAL CARRIED TO SUMMARY PAGE** **…….**				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	ELEMNT NO. 5 **DOORS**				
	TIMBER DOORS				
	The following in framing and finishes wrot hardwood in:-				
A	100x50mm rebated and moulded framing	LM	121		
B	45x20mm architrave	LM	121		
C	30mm quadrant beading	LM	121		
	Flush doors				
D	50mm thick solid core flush door size 850x2080 lipped all round with hardwood lipping and mahogany veneered both sides.	NO	7		
	50x800x2050mmsemi solid ditto				
E	**IRONMONGERY**	NO	13		

	Supply and fix only the following ironmongeries to manufactures instructions with matching screws				
	100mm pressed brass hinges				
F	4mm thick clear sheet glass and glazing bead.	Prs	30		
G		SM	3		
	TOTAL CARRIED TO COLLECTION PAGE **……**				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
A	2 – lever mortice lock as “union” or other equal approved with set oflever furniture handles	NO	15		
B		NO	5		
	3 lever ditto				
C		NO	20		
	100mm steel tower bolt				
D		NO	20		
	Rubber door stop with raw bolt screwed & plugged				
	Knot, prime, stop and apply one undercoat and two finishing coats gloss all paint to:-				
E		SM	76		
	Wood surfaces internally				
F		SM	36		
	Metal surfaces				
G		LM	121		
	Ditto 100 – 200mm girth				
H		LM	121		
	Ditto 0 – 100mm girth				
	METAL DOORS				
I		NO	2		

J	Panel metal door size 900x2400 complete with 5 lever lock	NO	3		
K	Ditto size 1500x3000m in two equal leaves	NO	2		
L	1500x3000 double leaf strong room door complete	NO	3		
	1200x3000mm ditto				
	TOTAL CARRIED TO COLLECTION BELOW …….				
	COLLECTION				
	FROM PAGE FS/9				
	FROM ABOVE				
	TOTAL FOR ELEMENT NO.5				
	DOORS CARRIED TO SUMMARY PAGE ……..				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	ELEMENT NO. 6				
	WINDOWS				
	The following purpose made burglar proofed metal steel window casements in standard 25mmx3mm T and Z section framing in medium panes (o.35M finished with one coat Red-oxide primer before fixing and all complete with necessary fasteners and stays to all openable parts and 75mm permanent vent hood filled with coffee-tray and mosquito gauze to full width all as per Architects designs including cutting sone and pinning fixing lugs and beddings and pointing ground reveals in Cement(1:3) mortar burglar proofing with 12mm bars at 150mm centres both ways.				
A	Windows size 5740x1800mm high with 2 equal 900mm high side-hung openable satchets, one 3 equal sized paned top-hung openable snatch.	NO	1		
B	Ditto 2800x1800mm	NO	13		
C	Ditto size 2800x900mm	NO	6		
D	Ditto 2100x1800mm	NO	2		
E	Ditto size 600x900mm	NO	8		
F	Ditto size 1200x1200mm	NO	6		
G	1200mm diameter bull eye ditto. **GLAZING**	NO	2		
	4mm thick class in medium panes including cutting and glazing to metal with lead putty				
	Clear sheet 0.10-0.50SM	SM	97		
	Obscure sheets ditto	SM	5		
	Insitu concrete (1:2:4) as described including form work in:				

	Windows cill size (average) 65mm thick x 250mm wide weathered and throated **Pelment Boxes.**	LM	74		
	Wrot hardwood pelmet box comprising 150x25mm top fascia and ends fixed on 50x25mm sawn bearer plugged to wall	LM	74		
	Brass- 1 section curtain track complete with hocks and rollers	LM	74		
	prepare and apply one undercoat and two coats glass oil finishing paint to-:				
	Glazed metal surfaces externally	SM	102		
	Ditto internally	SM	102		
	Timber 200-300mm high	LM	74		
	TOTAL FOR ELEMENT NO.6 WINDOWS CARRIED TO SUMMARY PAGE……				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	ELEMENT NO. 7				
	FINISHINGS				
	External Walls				
A	12mm Thick cement-sand (1:4) render to beams and columns	SM	200		
	15mm thick ditto to wall surfaces.				
B	Three coats of 1st grade plastic emulsion paint as per "crown berger" or other equal and approved to plastered/rendered surfaces.	SM	60		
C	Ditto lourved surfaces	SM	260		
D		SM	181		
	Internal walls				
	15mm thick cement-sand (1:4) plaster to walls, beam and				
E	columns plaster finished smooth for painting 9mm thick ditto as backing to receive tile.	SM	1400		
F	15mm to suspended slab	SM	124		
G	6mm thick ditto as backfilling as 'saj ceramic ltd; or equal and approved on plastered walling including mastic pointing Extra for rounded edge tile. **Floors**	SM	317		
H		SM	124		
	25mm Cement-sand screed				
I	8mm thick ceramic floor tiles	SM	62		
	15mm thick burnt clay roof tiles				
J		SM	370		
K	100x8mm matching ceramic skirting with coved junction at floor and rounded edges as top.	SM	370		
L		SM	32		
	38mm terrazzo floor finish				
M		LM	370		

	150x20mm skirting				
N	6mm work top ceramic tiles	SM	643		
O		LM	610		
P	**<u>Ceiling</u>**	SM	5		
	Acoustic aluminum suspended ceiling				
	100x20mm wrot cypress mould cornice with mitre jointing at corners				
Q	Extra-over ceiling for trap door size	SM	360		
R	600x600mm	LM	1093		
S	**PAINTING and DECORATIONS**	NO	8		
	Prepare AND APPLY THREE COATS"SILKY Vinly as Crown berger" Plastic Emulsion Painting to-:				
T	Plastered walls surfaces.	SM	1400		
U	Ditto plastered slab and stair surfaces	SM	539		
	ELEMENTS NO.7 FINISHES				
	TOTAL CARRIED TO SUMMARY PAGE……				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO.8 PLUMBING WORKS				
	(All work in this element have measured to the outside of the building) medium grade galvanized mild steel tubing and connections and jointing				
A	12mm tubing	LM	120		
B	19mm ditto	LM	80		
C	12mm brass fullway gate valve	NO	5		
D	19 mm ditto	NO	2		
E	5000 Litres approved PVC storage tank complete with ball valve and other necessary accessories including fixing to roof on bearings	NO	3		
F	Vitroues China wash fixed on Semi – concealed brackets complete with two chromium plated bib taps and other accessories.	NO	7		
	Low Level W.C suit comprising vitrous china pan with "p" trap 2 gallon plastic cistern complete with plastics seat and cover flush pipe and necessary accessories				

G	2000 x 900 Aluminium kitchen sink	NO	7		
H	50mm diameter PVC gulley trap grating setting in ground including excavations and concrete surround	NO	1		
I	32 mm diameter medium grade PVC waste pipe	NO	7		
J	100mm ditto vent pipe	LM	9		
K	Allow for testing the whole of plumbing installation	LM	12		
L		ITEM			
	ELEMENT NO.8 PLUMBING WORKS **TOTAL CARRIED TO SUMMARY PAGE……**				

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	ELEMENT NO.9 DRAINGAGE				
	Standards type manhole as mow drawing No. (50) 5300 and (50) 5301 including all excavating constructions, benching channels and approved light duty cast iron manahole cover and frame				
	Manhole type "A"				
A	**Excavate trench for pipe not exceeding 150mm diameters not exceeding 1.5 metres total depth part backfilling and remainder cart away**	NO	11		
	Average depth 500mm				
	100mm diameter medium grade UPVC drain pipe				
B	Construct standard 20persons septic tank complete with soak pit	LM	140		
C	Allow testing drainage works	LM	140		
D		NO	1		

E	**ELEMENT NO.8 PLUMBING WORKS** **TOTAL CARRIED TO SUMMARY PAGE……**	ITEM			

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	EXTERNAL WORKS				
	Concrete block paving				
A	Excavate to remove clay and load and cart away.	CM	1650		
B	Hardore fill, compacted in 150mm layer	CM	1650		
C	Precast concrete paving blocks, normal size 200x100x60mm (cabro, blocks or equivalent) on 50mm sand, bed, laid all sand, bed, laid all as per the manufacturer's instructions and to the engineers approval in Herringbone pattern.	SM	1097		
	Kerbs				
D	125x250mm precast concrete class 25 half battered kerb, jointed and pointed in cement mortar (1;3) on and including250x100mm plain concrete class 20, foundation and launching at back including all excavation and disposal.	LM	560		
	Extra over ditto for curved kerb	LM	36		

	Provide laser wire electrification for the whole of the compound on top of existing wall.	LM	202		
E	Construct a guard house size 3600x3300 made of masonry wall and 30 gauge prepainted GCI sheets as per attached drawing complete with water closet.	NO	2		
F					
G					

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	LANDSCAPING				
	Paving				
A	50mm precast concrete class 25 paving slabs size 600x600mm, finished fair on exposed surfaces, bedded, jointed and pointed in cement mortar(1:3) on and including 50mm bed of sand.	SM	150		
	Grassing				
	Approved Gikuyu grass or similar runners, planted at 100mm centers in each direction, including breaking soil to sufficient depths as required to remove roots and weeds and mixing with acceptable manure to the ratio of 1:6, raking to a fine filth, fertilizing as described and preparing to receive grass runners, and maintaining with the end of the 6 months defects liability period. Once the grass cutting has become established the contractor shall maintain the lawn areas at a maximum grass height of 50mm.				
	Provide a sum Kenya shillings one hundred thousand for planting approved quality of flowering and shady trees as approved by the architect.				
B		SM	910		

ITEM NO.	DESCRIPTION FS/16	UNIT	QTY	RATE	AMOUNT KSHS
	MASONRY PERIMETER FENCE				
	ALL PROVISIONAL				
A	clear existing life fence and dispose as directed.	LM	210		
B	Excavate trenches and column bases not exceeding 1.5m deep.	CM	215		
	Extra over excavation for excavating in soil rock	CM	5		
C	**Filling and carting**				
	Return, fill and ram selected excavated materials to column pit.				
D	Load and cart away excavated materials on sites as directed.	CM	112		
	Cut and uproot tree, 900-1200mm girth and dispose and instructed by project manager.				
E	Metal gate size 4000 x 3000mm high complete with 1000x2100mm wicket door and iron monger ad painting.	CM	103		
F		NO	1		
G		NO	2		

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	Plain concrete				
A	50mm thick building to column bases and foundation.	SM	255		
	Vibrated reinforced concrete (1:2:4) in:-				
B	Beams	CM	11		
C	Columns bases and columns	CM	26		
D	Strip foundation	CM	19		
	Sawn frame work to:				
E	Side columns	SM	220		
F	Sides of column bases and strip foundation	SM	118		
G	Beams	SM	110		
	Natural stone walling in cement-sand including reinforcing with 20x3mm thick heep iron in every alternate course.				
	200mm thick quary stone walling 200m machine cut walling in cement sand				
H	(1:4) mortar	SM	295		
I	8mm diameter bar reinforcement	SM	394		
J	12mm diameter ditto	KG	1300		
K	10mm diameter ditto	KG	1920		
L	12mm thick cement sand (1:3) plaster to columns. Ditto to beam	KG	230		
M	Prepare ad apply there coats of gloss oil paint to platsred surfaces.	SM	80		
N	300x50mm thick precast concrete coping in	SM	105		
O	cement and sand mortar (1:3) 300x300x50mm ditto	SM	185		

P	Extra over walling for keying with (1:3) cement sand mortar	LM	197		
Q	**Expansion joints**	NO	63		
R	25mm thick flex cell, 200mm wide 25x25mm plastic sealant	SM	495		
S		LM	32		
T		LM	36		

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	COLLECTION **FROM PAGE FS/15** **FROM PAGE FS/16** **FROM PAGE FS/17** **FROM PAGE FS/18**				

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	ELECTRICAL INSTALLATION WORKS TO PROPOSED IEBC REGIONAL OFFICES ISIOLO COUNTY				
	Supply, install, test and commission the following				
A	Lightning points				
1	Lighting points wired in 3x1.5mm^2 S.C cables (E.A) in relevant colour codes drawn in 20mm PVC conduit Hg with all necessary accessories excluding switches and fittings.				
	(a) One way switching	NO	50		
	(b) Two way switching	NO	8		
2	10A moulded ivory switch as crabtree original or its approved equivalent (a) 1 Gang 1 way switch (b) 1 gang 2 way switch (c) 2 gang 2 way switch (d) 3 gang 2 way switch (e) 4 gang 2 way switch	NIL	-		
	Lighting fittings	NO	27		
	a) 1200mmx36w fluorescent fitting with tube as thorn popular pack batten or its approved equivalent	NO	5		
	b) Spherical fittings 100w as thorn or its approved equivalent with energy saver bulb 14w.	NIL			

3	c) 100w bulkhead fitting as thorn or approved with energy saving 14w bulb.				
B	Socket outlets and power points a) Socket outlets points wired in 3x2.5mm^2 S.C cables (E.A) drawn in 20mm Hg PVC conduit in relevant colour codes. b) 13A 2 gang switched socket rate outlets as Crabtree original or its	NO NO NO NO NO	37 11 10 32 32		
C	Consumer unit / distribution boards	NO	1		
1	5,000 a) 10ways 3 phase distribution board	NO	12		

PROPOSED CONSTRUCTION AND COMPLETION OF WAREHOUSE FOR INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION (IEBC) ISIOLO COUNTY

GRAND SUMMARY

ITEM NO	DESCRIPTION	FOR TENDERERS USE ONLY (KSHS)	OFFICAL USE ONLY (KSHS)
1.	PARTICULARS PRELIMINARIES-		
2.	GENERAL PRELIMINARIES		
3.	BUILDERS WORK		
4.	PC ANO PROVISIONAL FROM PC/1		
5.	SUB TOTAL (A)		
6.	ADO 16% V.A.T OF SUB TOTAL	NB rates are VAT inclusive	
7.	GRAND TOTAL CARRIED TO FORM OF TENDER		

Amount in words .....

Tenders signature and stamp .....

Name .....

Name of witness .....

Signature ..... Date .....

Address .....

SECTION VIII – STANDARD FORM

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form
9. Site visit certification form

8.1 FORM OF TENDER

Tender No._____ Date_____

To……..……..

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda

   Nos. [Insert numbers, the of which is hereby duly acknowledged, wed, the undersigned, offer to provide.

   [Description of services] in conformity with the said tender documents for the sum of. [total tender amount in words and

   figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).

4. We agree to abide by this Tender for a period of [number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of_____ 20

[signature] _____ [In the capacity of]

Duly authorized to sign tender for and on behalf of_____

8.2 CONTRACT FORM

THIS AGREEMENT made the ___day of _____20____between……[name of procurement entity] of ……[country of Procurement entity](hereinafter called "the Procuring entity") of the one part and ……[name of tenderer] of …….[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz……[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of ……[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

    (a) the Tender Form and the Price Schedule submitted by the tenderer;
    (b) the Schedule of Requirements;
    (c) the Technical Specifications;
    (d) the General Conditions of Contract;
    (e) the Special Conditions of Contract; and
    (f) The Commission Notification of Award.

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other

sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by_____the _____(for the Procuring entity)

Signed, sealed, delivered by_____the _____(for the tenderer) in the presence of_____.

8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applies to your type of business; and Part3. ***You are advised that it is a serious offence to give false information on this form.***

	Part 1 –General
1.1	Business Name……
1.2	Location of Business Premises……
1.3	Plot No……Street/Road
	Postal Address…….. Tel No. …… Fax ……. Email……
1.4	Nature of Business ……
1.5	

	Registration Certificate No……
1.6	Maximum Value of Business which you can handle at any one time – Kshs……
1.7	Name of your Bankers…… Branch……
	Part 2 (a) – Sole Proprietor
2a.1	Your Name in Full……..Age……..
2a.2	Nationality …… Country of Origin ……
	☐ Citizenship Details …… ……

	Part 2 (b)Partnership
2b.1	Given details of Partners as follows:

2b.2	Name		Nationality	Citizenship Details	Shares
	1				
	2				
	3				
	4				
	Part 2 (c) – Registered Company				
2c.1	Private or Public ……				
2c.2	State the Nominal and Issued Capital of Company-				
	Nominal Kshs. ……				
	Issued Kshs. ……				
2c.3	Given details of all Directors as follows				
	Name		Nationality	Citizenship Details	Shares

	1				
	2				
	3				
	4				
	5				

	Part 3 – Eligibility Status
3.1	Are you related to an Employee, Committee Member or Board Member of IEBC? Yes / No
3.2	If answer in '3.1' is **YES** give the relationship. ……

	…… …… ……
3.3	Does an Employee, Committee Member, and Board Member of IEBC sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes / No
3.4	If answer in '3.3' above is **YES** give details.
	…… …… …… ……
3.5	Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by IEBC to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes No
3.6	If answer in '3.5' above is **YES** give details.
	…… …… ……
3.7	Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES/No
3.8	Have you offered or given anything of value to influence the procurement process? Yes No

3.9	If answer in '3.8' above is **YES** give details …… ……
	I DECLARE that the information given on this form is correct to the best of my knowledge and belief.
	Date …… Signature of Candidate…….……

- If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

8.4 TENDER SECURITY FORM

Whereas …….. [Name of the tenderer] (Hereinafter called "the tenderer") has submitted its tender dated……..[date of submission of tender] for the provision of ……..

[Name and/or description of the services] (hereinafter called "the Tenderer")…… KNOW ALL PEOPLE by these presents that WE…… Of……having registered office at [name of procuring entity](Hereinafter called "the Bank") are bound unto…… [name of procuring entity](Hereinafter called "the procuring entity") in the sum of ……..

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of 20_____.

THE CONDITIONS of this obligation are:

If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

(a)Fails or refuses to execute the Contract Form, if required; or

(b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

_____ [signature of the bank]

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To: ……..

[Name of the Procuring entity] WHEREAS…… [Name of tenderer]

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No._____ [reference number of the contract] dated _____20_____ to

Supply……..

[Description services](Hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of …… [amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

……..

[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20……

_____

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____[address]_____[date]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT

To……

[name of tender]……

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

……[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount

of……

[amount of guarantee in figures and words].

We, the ……

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

8.7 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

_____

_____

To:_____

RE:

Tender
No……

Tender Name

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)_____

SIGNED FOR ACCOUNTING OFFICER

8.8 FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD APPLICATION NO……OF……20……..BETWEEN…….
APPLICANT AND ……RESPONDENT (Procuring Entity) Request for review of the decision of the…… (Name of the Procuring Entity) of ……dated the…day of ……20…….in the matter of Tender No……..…of ……..20…

REQUEST FOR REVIEW

I/We……,the above named Applicant(s), of address: Physical address…….Fax No……Tel. No……..Email ……, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

1.

2

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

1

2

SIGNED ……. (Applicant)

Dated on…….day of ……./…20…

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on ……. day of

……...20……

SIGNED

Board Secretary

8.9 ANTI-CORRUPTION DECLARATION FORM

I/We/Messrs……..

Of Street, Building, P O Box……

Contact/Phone/E mail……

Declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We……..

Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No ……

For or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature……

Name of Signatory…….....

Title of Signatory……..

Official Stamp……

8.10 INTEGRITY DECLARATION FORM

I/We/Messrs……..

Of..... Street/avenue, Building, P. O. Box ……Code ……, of..... (Town), (Nationality), Phone..... E-mail ……. declare that Public Procurement is based on a free and fair competitive tendering process which should not be open to abuse.

I/We…….. Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with,

Tender Name ……

Tender No……. For/or in the subsequent performance of the contract if I/We am/are successful.

Dated this..... Day of.....20.....

Authorized Signature.....

Official Stamp.....

Name and Title of Signatory……

8.11 SITE VISIT CERTIFICATION FORM

I…… as the **County Elections Manager** and Representative of the Ag. CEO of The Independent Electoral & Boundaries Commission do hereby certify

that……

(Name of tender/tenderers representative)

of……

(Name of bidding firm and address)

Have actually visited the site for the proposed

…… (Name of proposed works for which bids are invited)

This……. day of……. month……...20……

……

Signature **Official Stamp**

Declaration (by Tenderer)

I……

(Name of tenderer)

Do hereby declare that I have visited the site for the proposed works and that I am satisfied/not satisfied with the (delete as appropriate) information gathered.

…… …… ……..

Signature **Date** **Official Stamp**