

**BANKI
KUU YA
KENYA**



**CENTRAL
BANK OF
KENYA**

**Haile Selassie Avenue
P.O. Box 60000 - 00200 Nairobi Kenya
Telephone: 2861000/2863000
Fax 340192/250783**

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TENDER DOCUMENT

**TENDER FOR PROPOSED UPGRADE OF HAILE SELASSIE AVENUE,
NAIROBI, FOR CENTRAL BANK OF KENYA - RE-ADVERTISEMENT**

TENDER NO. CBK/098/2021-2022

CLOSING DATE: 27TH APRIL, 2022 AT 10:30 A.M

CHECKLIST OF DOCUMENT REQUIRED TO FORM THE BID DOCUMENT

In preparing the bid document in response to the tender, bidders are required ensure that the documents listed in the Table below form part of the bid document.

Checklist of Mandatory Requirements that Must be Submitted with the Bid:

No.	Requirements	Bidder to confirm and Check/Tick (√)
1	Submit Certificate of Incorporation (Legal Structure)	
2	Submit Tax Compliance Certificate issued by the Kenya Revenue Authority valid at least up to the tender closing date	
3	Duly filled confidential Business Questionnaire in the format provided in this tender document	
4	Submit original Tender Security (Bid Bond) of Kshs 50,000 in the form provided in this tender document valid for 240 Days from the date of tender opening)	
5	Submit a dully filled Form of Tender in the format provided in this tender document with a validity period of at least 210 days .	
6	Provide documentary evidence of liquid assets and/or availability of credit facilities of a value of at least Kshs.50 million (Kenya Shillings fifty Million) . (Attach copies of bank statements for the last six months (1 st , October, 2021 to 31 st March, 2022) OR a valid letter of credit line from a financial institution registered by Central Bank of Kenya. The documents so provided may be verified for authenticity).	
7	Provide documentary evidence of the Company's valid registration by National Construction Authority as a Building/Civil Engineering Contractor Category NCA 2 and above	
8	Provide documentary evidence of the Company's valid annual practising license from the National Construction Authority as a Building/Civil Engineering Contractor Category NCA 2 and above	
9	Documentary evidence in form of Audited Accounts for the Company for at least three (3) consecutive years (within 2018 and 2021). The audited accounts MUST be signed by the auditor preparing the audited accounts and the Company Director(s).	

Checklist for the Complete Tender

	Requirement	Bidder to confirm and Check/Tick (√)
1	Invitation to Tender;	
2	Section I – Instruction to Tenderers	
3	Section II – Tender Data Sheet	
4	Section III – Evaluation and Qualification Criteria	
5	Section IV-Tendering Forms – To be dully filled as follows:	
	A). Form of Tender provided in page 32	
	B). Tenderer's eligibility – Confidential Business Questionnaire	
	C). Certificate of Independent Tender Determination	
	D). Self Declaration Forms – SD1	
	E). Self Declaration Forms – SD2	
	F). Declaration and Commitment to the Code of Ethics	
	G). Dully filled Form EQU – Contractors Equipment	
	H). Form PER -1- Contractor's Representative & Key Personnel	
	I). Form PER-2-Resume of proposed Personnel	
	J). Declaration	

	K). Appendix 1 – Fraud & Corruption	
6	Tenderers Qualification Information	
	i) Duly Filled Form ELI 1.1– Tenderers Information Form	
	ii) Form EL 1.2 Tenderer’s Joint Ventures(JV) Information Form	
	iii) Form Con – 2 - Historical Contract Non-Performance	
	iv) Form FIN – 3.1 - Financial Situation & Performance	
	v) Form FIN - 3.2 - Average Annual Construction Turnover	
	vi) Form FIN3.3 - Financial Resources	
	vii) Form FIN3.4 – Current Contract Commitments / Works in Progress	
	viii) Form EXP4.1 - General Construction Experience	
	ix) Form EXP4.2(a) - Specific Construction & Contractor Mgt Experience	
	x) Form EXP4.2(b) - Construction Experience in key activities	
	xi) Form of Tender Security - (Option 1–Demand Bank Guarantee)	
	xii) Form of Tender Security – (Option 2–Insurance Guarantee)	
	xiii) Tender-Securing Declaration Form {R 46and 155(2)}	
	xiv) Schedule of Currency Requirements	
7	Copy of Certificate of Incorporation or Business Registration Certificate	
8	Copy of the company’s current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up to the date of tender opening.	
	Submit original Tender Security (Bid Bond) of Kshs 50,000 in the form provided in this tender document valid for 240 Days from the date of tender opening)	
9	Provide documentary evidence of liquid assets and/or availability of credit facilities of a value of at least Kshs.50 million (Kenya Shillings fifty Million) . (Attach copies of bank statements for the last six months (1 st , October, 2021 to 31 st March, 2022) OR a valid letter of credit line from a financial institution registered by Central Bank of Kenya. The documents so provided may be verified for authenticity).	
10	Provide documentary evidence of the Company’s valid registration by National Construction Authority as a Building/Civil Engineering Contractor Category NCA 2 and above	
11	Provide documentary evidence of the Company’s valid annual practising license from the National Construction Authority as a Building/Civil Engineering Contractor Category NCA 2 and above	
12	Submit documentary evidence in form of Audited Accounts for the Company for at least three (3) consecutive years (within 2018 and 2021). The audited accounts MUST be signed by the auditor preparing the audited accounts and the Company Director(s).	
13	Submit list of at least five (5) clients with references (names and telephone of contact persons) to which the company has undertaken Building/Civil Engineering construction works each valued at KShs. 100,000,000 and above in the last 5 years . The Bank may undertake due diligence on the list. Note: Bidder to provide copies of contract agreements, completion certificates and a letter from the client (s) confirming execution of the contract.	
14	Provide list of at least ten(10) Qualified Technical Staff in the company relevant to the Road construction works in the fields indicated in this prequalification document.	
15	Submit a list of at least ten (10) key equipment and plant owned or leased by the company that will be used in the execution of the works	
16	Section V: Drawings	
17	Section VI: Priced Bill of Quantities. Prices to be quoted inclusive of all taxes	
18	Section VII- General Conditions of Contract (GCC)	
19	Section VIII- Special Conditions of Contract (SCC)	

20	Section IX- Contract Forms	
21	Copy of Company profile.	
22	The Tender to be signed by the Director/owner or the person signing to have power of attorney (Bidders to attach a letter granting power of attorney to sign the tender)	
23	Duly filled and signed declaration form indicating that the Tenderer has not been debarred by the PPRA or any other recognized institution as described in 4.5..	
24	Bidder's representatives attending the tender opening to have an introduction letter/compliment bearing the name of bidder and stamp	
25	Bidders are required to serialize all the pages of the bid document submitted including any addendum, appendixes and attachments	

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INVITATION TO TENDER (ITT) BY CENTRAL BANK OF KENYA

1. The **Central Bank of Kenya** invites sealed tender for proposed Upgrade of Haile Selassie Avenue, Nairobi.
2. Tendering will be conducted under National Open Tender using a standardized tender document. Tendering is open to the eligible Tenderers.
3. The interested tenderers may obtain further information and inspect the Tender Documents during office hours 09: 00AM to 4:00PM at the address: **The Director, General Services Department, Tel: +254 20 2861000/2860000, 5th Floor, Central Bank of Kenya, Haile Selassie Avenue, Nairobi, Email: supplies@centralbank.go.ke** during normal working hours.
4. A complete set of tender document containing detailed information may be download from the PPIP website: www.tenders.go.ke OR Central Bank of Kenya website: www.centralbank.go.ke at no cost. Bidders who download the tender document are advised to register their participation in the tender using the Email: supplies@centralbank.go.ke.
5. Tenders must be accompanied by original Tender Security (Bid Bond) of **Kshs 50,000** in the form provided in this tender document valid for **240 Days** from the date of tender opening.
6. There will be a **pre-bid meeting on 21st April, 2022 at 11:00am** at Central Bank of Kenya, Head Office in Nairobi, in the Mezzanine Conference Room. Interested bidders are encouraged to attend.
7. Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the **Green Tender Box No. 3** at the main entrance, ground floor of **Central Bank of Kenya along Haile Selassie Avenue**, so as to be received on or before **27th April, 2022 at 10.30 A.M.** Electronic Tenders will not be permitted.
8. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives (who will be required to have personal identification document National ID/Passport and letter of introduction) and anyone who chooses to attend and has personal identification documents at the address below.
9. Tenderers are required to serialize all the pages of the bid document submitted including any addendum, appendixes and attachments.
10. Late tenders will be rejected.
11. The addresses referred to above are:

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

The Director, General Services Department

Central Bank of Kenya, Head Office in Nairobi on Haile Selassie Avenue 5th Floor,
P. O. Box 60000 – 00200, Nairobi
Tel. No. 020 2860000, E-mail address: supplies@centralbank.go.ke.

B. Address for Submission of Tenders.

Central Bank of Kenya, Head Office in Nairobi, Ground
Haile Selassie Avenue
Green Tender Box No. 3 at the main entrance, ground floor
P. O. Box 60000 – 00200, Nairobi

C. Address for Submission of Tenders.

Central Bank of Kenya, Head Office in Nairobi, Mezzanine Conference Room

**DEPUTY DIRECTOR
PROCUREMENT DIVISION**

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

1. Scope of Tender

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

2. Fraud and Corruption

- 2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 2.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 2.3 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.
- 2.4 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender being tendered for. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

3. Eligible Tenderers

- 3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.7 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.
- 3.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 3.3 A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:
- a) Directly or indirectly controls, is controlled by or is under common control with another tenderer; or
 - b) Receives or has received any direct or indirect subsidy from another tenderer; or
 - c) Has the same legal representative as another tenderer; or
 - d) Has a relationship with another tenderer, directly or through common third parties, that puts it in a position

to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process; or

- e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender; or
- f) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer for the Contract implementation; or
- g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document or
- h) Has a close business or family relationship with a professional staff of the Procuring Entity who:
 - i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
 - ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.

3.4 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved any of these practices shall be automatically disqualified.

3.5 A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.

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

3.7 Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.

3.8 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are accredited by PPRA to be (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.

3.9 A Firms and individuals may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

3.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in “*SECTION III - EVALUATION AND QUALIFICATION CRITERIA, Item 9*”.

3.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan

Citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

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

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

3.14 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4. Eligible Goods, Equipment, and Services

4.1 Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not eligible under ITT 3.9. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.

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

5. Tenderer's Responsibilities

5.1 The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Procuring Entity will in no case be responsible or liable for those costs.

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

5.3 The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity against all liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the inspection.

5.4 The tenderer shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including charts, as necessary or required.

B. Contents of Tender Documents

6. Sections of Tender Document

6.1 The tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 8.

PART 1 Tendering Procedures

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

PART 2 Works Requirements

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

PART 3 Conditions of Contract and Contract Forms

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

6.2 The Invitation to Tender Document (ITT) issued by the Procuring Entity is not part of the Contract documents.

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 8. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document and to furnish with its Tender all information and documentation as is required by the Tender document.

7. Site Visit

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

8. Pre-Tender Meeting

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

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

8.3 Minutes of the pre-Tender meeting and the pre-arranged pretender site visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

8.4 The Procuring Entity shall also promptly publish anonym zed (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-tender meeting and the pre-arranged pretender site visit, shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9. Clarification and amendments of Tender Documents

9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting and the pre-

arranged pretender visit of the site of the works if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

10. Amendment of Tendering Document

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

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

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

C. Preparation of Tenders

11. Cost of Tendering

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

12. Language of Tender

12.1 The Tender, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring Entity, shall be written in the English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate and notarized translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

13. Documents Comprising the Tender

13.1 The Tender shall comprise the following:

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

13.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender,

together with a copy of the proposed Agreement. The Tenderer shall chronologically serialize pages of all tender documents submitted.

13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14. Form of Tender and Schedules

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

15. Alternative Tenders

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

15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **TDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

15.3 Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price the Procuring Entity's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Winning Tender conforming to the basic technical requirements shall be considered by the Procuring Entity. When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the **TDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.

16. Tender Prices and Discounts

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

16.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Procuring Entity. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Tender, and provided that the Tender is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.

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

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

16.5 It will be specified in the **TDS** if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, except in cases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.

16.6 Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 16.4, provided the Tenders for all lots (contracts) are

opened at the same time.

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

17. Currencies of Tender and Payment

17.1 Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya shillings. A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya shall device own ways of getting foreign currency to meet those expenditures.

18. Documents Comprising the Technical Proposal

18.1 The Tenderer shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Tender Forms, in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work's requirements and the completion time.

19. Documents Establishing the Eligibility and Qualifications of the Tenderer

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

19.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.

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

19.4 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

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

19.6 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

19.7 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

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

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

- i) if the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
- iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

19.10 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

20. Period of Validity of Tenders

20.1 Tenders shall remain valid for the Tender Validity period specified in the **TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 24). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 21.1, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 20.3.

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

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

21. Tender Security

21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in the **TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified in the **TDS**. A Tender-Securing Declaration shall use the form included in Section IV, Tender Forms.

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

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

21.3 If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 20.2.

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

21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and any other documents required in the **TDS**. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined nonresponsive or a bidder declines to extend tender validity period.

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

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

- e) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension thereto provided by the Tenderer; or
- f) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 50; or
 - ii) furnish a Performance Security and if required in the **TDS**, and any other documents required in the **TDS**.

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

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

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

22. Format and Signing of Tender

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 15, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

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

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

22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

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

D. Submission and Opening of Tenders

23. Sealing and Marking of Tenders

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

package or container, the Tenderer shall place the following separate, sealed envelopes:

- a) in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 11; and
- b) in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT 15, and if relevant:
 - i) in an envelope or package or container marked “ORIGINAL –ALTERNATIVE TENDER”, the alternative Tender; and
 - ii) in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

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

23.2 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that are misplaced or opened prematurely will not be accepted.

24. Deadline for Submission of Tenders

24.1 Tenders must be received by the Procuring Entity at the address specified in the **TDS** and no later than the date and time also specified in the **TDS**. When so specified in the **TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the **TDS**.

24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Documents in accordance with ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Tenders

25.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 24. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

26. Withdrawal, Substitution, and Modification of Tenders

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 22.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) prepared and submitted in accordance with ITT 22 and ITT 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 24.

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

26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

27. Tender Opening

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

TDS.

- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelopes with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 27.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 27.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS**.
- 27.7 At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 25.1).
- 27.8 The Procuring **Entity shall prepare minutes of the Tender Opening that shall include, as a minimum:**
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) the Tender Price, per lot (contract) if applicable, including any discounts;
 - c) any alternative Tenders;
 - d) the presence or absence of a Tender Security, if one was required.
 - e) number of pages of each tender document submitted.
- 27.9 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers upon request.

E. Evaluation and Comparison of Tenders

28. Confidentiality

- 28.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 46.
- 28.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its tender.
- 28.3 Notwithstanding ITT 28.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any **matter related to the tendering process, it shall do so in writing.**

29. Clarification of Tenders

- 29.1 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Procuring Entity may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for a response. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the

tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the tenders, in accordance with ITT 33.

29.2 If a tenderer does not provide clarifications of its tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

30. Deviations, Reservations, and Omissions

30.1 During the evaluation of tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the tender document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender document.

31. Determination of Responsiveness

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 13.

31.2 A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, **reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:**

- a) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
- b) limit in any substantial way, inconsistent with the tender document, the Procuring Entity's rights or the tenderer's obligations under the proposed contract; or
- c) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.

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

31.4 If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32. Non-material Non-conformities

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

32.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the tenderer submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial non-conformities in the tender related to documentation requirements. Requesting information or documentation on such non- conformities shall not be related to any aspect of the price of the tender. Failure of the tenderer to comply with the request may result in the rejection of its tender.

32.3 Provided that a tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the **TDS**.

33. Arithmetical Errors

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

33.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead

to disqualification of the tender as non-responsive.

- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, and subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail

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

34. Currency provisions

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

35. Margin of Preference and Reservations

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

35.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and/or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to those specified groups are the only ones eligible to tender. Otherwise if no so stated, the invitation will be open to all tenderers.

36. Nominated Subcontractors

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

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

36.3 The subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated by the Procuring Entity in the **TDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

37. Evaluation of Tenders

37.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Best Evaluated Tender in accordance with ITT 40.

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

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

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

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

38. Comparison of Tenders

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

39. Abnormally Low Tenders

- 39.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.
- 39.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 39.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

40. Abnormally High Tenders

- 40.1 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 40.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
 - ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.
- 40.3 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

41. Unbalanced and/or Front-Loaded Tenders

- 41.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.
- 41.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:
- a) accept the Tender; or
 - b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price; or
 - c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
 - d) reject the Tender,

42. Qualifications of the Tenderer

- 42.1 The Procuring Entity shall determine to its satisfaction whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

42.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 19. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.

42.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

42.4 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.

42.5 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

42.6 After evaluation of the price analyses, if the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

43. Best Evaluated Tender

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

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

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

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

F. Award of Contract

45. Award Criteria

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

46. Notice of Intention to enter into a Contract

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

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

47. Standstill Period

47.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any

dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

47.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter **into a Contract with the successful Tenderer**.

48. Debriefing by the Procuring Entity

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

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

49. Letter of Award

49.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

50. Signing of Contract

50.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

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

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

51. Appointment of Adjudicator

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

52. Performance Security

52.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 40.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

52.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS**, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

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

53. Publication of Procurement Contract

53.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) name and address of the Procuring Entity;
- b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) the name of the successful Tenderer, the final total contract price, the contract duration.
- d) dates of signature, commencement and completion of contract;
- e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

54. Procurement Related Complaints and Administrative Review

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

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

Section II - Tender Data Sheet (TDS)

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The name of the contract is Proposed Upgrade of Haile Selassie Avenue Nairobi, for Central Bank of Kenya - Re-advertisement The reference number of the Contract is CBK/098/2021-2022 The number and identification of lots (contracts) comprising this Tender are [N/A]
ITT 2.3	The Information made available on competing firms is as follows: N/A
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: N/A
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: Two (2)
ITT 3.12	The invited tenderers shall be required to have valid registration and practicing license by National Construction Authority in road works/civil engineering in category 2 and above
	B. Contents of Tender Document
8.1	(A) Pre-Tender conference “<i>shall</i>” be held on 21st April, 2022 at 11:00am at Central Bank of Kenya, Head Office in Nairobi, in the Mezzanine Conference Room. Interested bidders are encouraged to attend. (B) A pre-arranged pretender visit of the site of the works “<i>shall</i>” not be held. However bidders interested to visit the site may do so at the following date, time and place: Date: 21st April, 2022 Time: After the pre-bid meeting Place: Central Bank of Kenya, Head office in Nairobi, Project Office Tel. No. 020 2863404
ITT 8.2	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than 21st April, 2022
ITT 8.4	The Procuring Entity’s website where Minutes of the pre-Tender meeting and the pre-arranged pretender site visit will be published if any is PPIP website: www.tenders.go.ke OR Central Bank of Kenya website: www.centralbank.go.ke
ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity’s address is: (1) Name of Procuring Entity Central Bank of Kenya (2) Physical address for hand Courier Delivery to an office or Tender Box (City, Street, Building, Floor Number and Room) is Green Tender Box No. 3 located on Ground Floor, Central Bank of Kenya, Head Office, Nairobi, Haile Selassie Avenue, (3) Postal Address 60000 – 00200, Nairobi (4) Insert name, telephone number and e-mail address of the officer to be contacted. Director, General Services Department, Tel. No. 020 286 3402
	C. Preparation of Tenders
ITP 13.1 (h)	The Tenderer shall submit the following additional documents in its Tender: N/A

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 15.1	Alternative Tenders “shall not be” considered.
ITT 15.2	Alternative times for completion “shall be” permitted with prior approval by the client.
ITT 15.4	Alternative technical solutions shall be permitted for the following parts of the Works: N/A
ITT 16.5	The prices quoted by the Tenderer shall be: “fixed”
ITT 20.1	The Tender validity period shall be 210 days .
ITT 20.3 (a)	(a) The delayed to exceeding ____N/A____ number of days. (b) The Tender price shall be adjusted by the following percentages of the tender price: (i) By ____N/A____% of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and (ii) By ____N/A____% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.
ITT 21.1	A Tender Security shall be required. A Tender-Securing Declaration shall not be required. The amount and currency of the Tender Security shall be Kshs. 50,000.00
ITT 21.2 (d)	The other Tender Security shall be an unconditional Insurance Guarantee issued by an Insurance Company approved by Public Procurement Regulatory Authority (PPRA) - N/A
ITT 21.5	On the Performance Security, other documents required shall be: No other documents required
ITT 22.1	In addition to the original of the Tender, the number of copies is <u>One</u>
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Letter of Attorney
D. Submission and Opening of Tenders	
ITT 24.1	(A) For <u>Tender submission purposes</u> only, the Procuring Entity’s address is: Attention: Director, General Services Department Physical Address: Nairobi, Haile Selassie Avenue, CBK Building, Ground Floor The deadline for Tender submission is: 27th April, 2022 at 10:30am Tenderers shall not have the option of submitting their Tenders electronically.
ITT 27.1	The Tender opening shall take place at Central Bank of Kenya, Head Office in Nairobi, Haile Selassie Avenue, Mezzanine Floor Conference Room Physical Address: Nairobi, Haile Selassie Avenue, Mezzanine Floor on 27th April, 2022 at 10:30am The electronic Tender opening procedures shall be: N/A

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 27.1	If Tenderers are allowed to submit Tenders electronically, they shall follow the electronic tender submission procedures specified: N/A
ITT 27.6	The number of representatives of the Procuring Entity to sign is a minimum of three officials
E. Evaluation, and Comparison of Tenders	
ITT 32.3	The adjustment shall be based on the “average” price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
ITT 35.1	Margin of preference shall be applied only when a foreign tenderer participate in the tender and margins will be as provided in the Public procurement and Asset Disposal Act, 2015 and the attendant Regulations.
ITT 35.2	The invitation to tender is extended to the following groups that qualify for Reservations: N/A
ITT 36.1	At this time, the Procuring Entity “does not intend” to execute certain specific parts of the Works by subcontractors selected in advance.
ITT 36.2	Contractor’s may propose subcontracting: Maximum percentage of subcontracting permitted is: <i>25% of the total contract amount</i> . Tenderers planning to subcontract more than 10% of total volume of work shall specify, in the Form of Tender, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.
ITT 36.3	The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows: N/A For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Tenderer for the purpose of evaluation. N/A
ITT 37.2 (d)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
ITT 51.1	The person named to be appointed as Adjudicator is “to be stated in the contract” of at an hourly fee of Shs. “to be stated in the contract” per day.
ITT 52.2	Other documents required are _____ N/A _____
ITT 54.1	The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA website info@ppra.go.ke or complaints@ppra.go.ke. The address to be used for purpose of debriefing is: For the attention: Director, General Services Department Title/position: Director, General Services Department Procuring Entity: Central Bank of Kenya Email address: supplies@centralbank.go.ke In summary, a Procurement-related Complaint may challenge any of the following: 1. the terms of the Tendering Documents; and the Procuring Entity’s decision to award the contract. In summary, a Procurement-related Complaint may challenge any of the following: (i) the terms of the Tender Documents; and (ii) the Procuring Entity’s decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

- 1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- For construction turn over or financial data required for each year -Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
 - Value of single contract -Exchange rate prevailing on the date of the contract signature.
 - Exchange rates shall be taken from the publicly available source identified in the ITT 35.1. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 1.2 This section contains the criteria that the Procuring Entity shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in **Section IV**, Tendering Forms. The Procuring Entity shall use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.
- 1.4 The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2. Preliminary Examination for Determination of Responsiveness – Stage 1 of the Evaluation

At this first stage of the evaluation, bids will be examined to ensure they meet in all respects the eligibility criteria (including requirements in the qualification forms, tenderer's eligibility- confidential business questionnaire) and other requirements in the ITT and that the tender is complete in all aspects in meeting the requirements of “Part 2 - Procuring Entity's Requirements”. Tenders that do not pass the Preliminary Examination will not be considered further. In particular preliminary examination will be carried out as shown in the Table below:

Preliminary Examination and Mandatory Requirements Parameters

S/N	Mandatory Eligibility criteria	Documents to be provided/completed	Tenderer's Compliance (YES or NO)
1	Tenderer is a legally registered entity	Certificate of incorporation	
2	Tenderer has a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 4.13.	Tax Compliance Certificate - valid at least up to the date of tender opening)	
3	A duly filled Confidential Business Questionnaire	Confidential Business Questionnaire in the format provided in this tender document	
4	Submit original Tender Security (Bid Bond) of Kshs 50,000 in the form provided in this tender document valid for 240 Days from the date of tender opening)	Original Tender Security to be provided	
5	A duly filled Form of Tender in the format provided in this tender document with a validity period of at least 210 days .	Form of tender duly filled	
6	Provide documentary evidence of liquid assets and/or availability of credit facilities of a value of at least Kshs.50 million (Kenya Shillings fifty Million) . (Attach copies of bank statements for the last six months (1 st October, 2021 to 31 st March, 2022) OR a valid letter of credit line from a financial institution registered by Central Bank of Kenya. The documents so provided may be verified for authenticity).	Copies of Bank statements or Letter of credit Line to be provided	
7	Provide documentary evidence of the Company's valid	Copy of Registration Certificate issued by	

S/N	Mandatory Eligibility criteria	Documents to be provided/completed	Tenderer's Compliance (YES or NO)
	registration by National Construction Authority as a Building/Civil Engineering Works Contractor Category NCA 2 and above	NCA in Building/Civil Engineering works	
8	Provide documentary evidence of the Company's valid annual practising license from the National Construction Authority as a Building/Civil Engineering Contractor Category NCA 2 and above	Copy of Practicing License issued by NCA in Building/Civil Engineering works	
9	Documentary evidence in form of Audited Accounts for the Company for at least three (3) consecutive years (within 2018 and 2021). The audited accounts MUST be signed by the auditor preparing the audited accounts and the Company Director(s).	Audited Accounts for three consecutive years falling within 2018 & 2021	
	Determination of Responsiveness , Responsive or Not Responsive (R/NR)		

Bidders **MUST** comply with all the mandatory requirements. Those passing the mandatory requirements will be subjected to technical evaluation on qualification.

2 Technical Evaluation on Qualification – Stage 2 of the evaluation

Bidders meeting the mandatory requirements in stage 1 above will be subjected to technical evaluation on qualification using the technical parameters given in the Table below;

Tenderers fully complying with mandatory requirements will be subjected to technical evaluation on capacity to deliver the contract based on the technical parameters given below:

	Evaluation Attribute	Weighting Score	Max Score
T1	Number of years in the business of Building/Civil Engineering construction and maintenance (a copy of certificate of incorporation or registration to be provided for verification).	Each active year of registration will earn 1mark to a maximum of 5 years	5
T2	Provide a list of at least five (5) clients with references (names and telephone of contact persons) to which the company has undertaken Building/Civil Engineering construction works each valued at KShs.100,000,000 and above in the last 5years . The Bank may undertake due diligence on the list. Note: Bidder to provide copies of contract agreements, completion certificates and a letter from the client confirming execution of the contract, physical Location and amount.	Each reference client will earn 6 marks to a maximum of 5 clients	30
T3	Provide a list of at least ten(10) Qualified Technical Staff in the company relevant to the road construction works. For any of the personnel provided to qualify, the following requirements MUST be met: a. As a minimum, the academic qualifications of each of the personnel MUST be a diploma from a recognized institution in any of the following fields; i. Civil and/or Structural Engineering ii. Quantity Surveying iii. Architecture iv. Construction Management v. Any other road construction related field b. Technical personnel to be provided: i). Project Manager; ii)Asst. Project Manager iii). Site Agent; iv). Quantity Surveyor; v). Lands Surveyor;	Each Qualified Technical Staff will earn 3 marks to a maximum of 10No. Qualified Technical Staff .	30

	vi). Civil /Structural Engineer vii). General Forman ix). Concrete/Form Work/Steel Forman x). Landscaper c. All technical staff provided MUST have as a minimum three years' post college experience in Building/Civil Engineering construction. Each personnel MUST indicate the firms he/she has worked in since graduation. d. Detailed Curriculum Vitae (CV's) of each staff MUST be attached. The Curriculum Vitae MUST state qualification, experience, and duration with the firm and active contacts of the staff. The contacts given in the Curriculum Vitae MUST be active email addresses. e. Copies of academic certificates MUST be provided. f. The role of each technical staff should be indicated Where personnel provide certificates of degrees from foreign institutions, a letter of recognition of the institution from the Commissioner of University Education of Kenya MUST be provided for the certificate to qualify.		
T4	Provide list of at least ten (10) key equipment owned or leased by the company that will be used in the execution of the works (Key Equipment required: Hoisting equipment, Concrete Mixer, Excavator, Wheel Loader, Motor grader, Roller, Bull Dozer, Truck Loader, Tipper Trucks, Fork Lift, Generator, Scaffolding, Mobile boom elevator, batching plants, mobile concrete mixer trucks, Road Safety Equipment (Pedestrian barriers, safety cones, plastic or concrete barricades etc). Provide proof of ownership e.g. logbook or lease agreement where applicable not older than one year	Each relevant equipment will earn 2 marks up to a maximum of 20 marks	20
T5	Audited Financial Statements for the last three consecutive years (within 2018 and 2021) certified by a certified auditor. The evaluation committee will consider annual turnover.	i) 15 marks for average annual turnover of 1Billion and above ii). 10 marks for average annual turnover of 0.75Billion and below 1Billion iii). 5 marks for average annual turnover of 0.5Billion and below 0.75Billion iv). No mark for average annual turnover of below 0.5Billion	15
	Total		100%

Tenderers will be required to score 75% and above on the above Technical Evaluation to qualify for financial evaluation

4. Financial Evaluation - Stage 3 of the Evaluation

Tenderers scoring 75% and above under the technical evaluation on qualification will be subjected to financial evaluation. This will involve checking for completeness of the Bill of Quantities and ranking to determine the lowest evaluated bidder.

5. Recommendation of Award

The lowest evaluated bidder will be recommended for consideration of award of the tender **PROVIDED THAT THE BIDDER HAS NOT IN THE PAST HAD A SIMILAR CONTRACT TERMINATED ON ACCOUNT OF NONPERFORMANCE/EFFLUXION OF CONTRACT TERM BY THE BANK.**

Additional Information to Bidders

1. Personnel

The Tenderer will be required to engage **Qualified Technical Staff** in Civil works and in any other works described in the Bill of Quantities.

2. Equipment

The Tenderer to provide list of equipment required to execute the works and provide further details of proposed items of equipment using the relevant Form in Section IV.

3. Subcontractors

The tenderer to provide details of Subcontractors/ manufacturers of the major items of supply or services ('Specialized Subcontractors') if any.

In the case of a Tenderer who offers to supply and install major items of supply under the contract that the Tenderer did not manufacture or otherwise produce, the Tenderer shall provide the manufacturer's authorization, using the form provided in Section IV, showing that the Tenderer has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and install that item Kenya. The Tenderer is responsible for ensuring that the manufacturer or producer complies with the requirements of ITT 4 and 5 and meets the minimum criteria listed above for that item.

4. Multiple Contracts (ITT 35.6)

Multiple contracts will not be permitted in accordance with ITT 35.4. Tenderers will be evaluated on the basis of the whole works and the lowest evaluated tenderer identified for consideration of award.

MARGIN OF PREFERENCE

Margins of preferences to apply only when a foreigner participates in the tender.

SECTION IV: TENDERING FORMS

A). FORM OF TENDER

INSTRUCTIONS TO TENDERERS

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

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

Request for Tender No.: *[insert identification]*

Name and description of Tender *[Insert as per ITT]*

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

To: *[insert complete name of Procuring Entity]* Dear Sirs,

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

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

The percentage or amount quoted above does not include provisional sums, and only allows not more than two foreign currencies.

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
3. We agree to adhere by this tender until _____ *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the undersigned, further declare that:
 - i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 10.2;
 - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
 - iii) Tender-Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 21.8;
 - iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the

implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;

- v) **Tender Price:** The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
- vi) **Option 1,** in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; Or
- Option 2,** in case of multiple lots:
- a) **Total price of each lot** *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
- b) **Total price of all lots** (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- vii) **Discounts:** The discounts offered and the methodology for their application are:
- viii) The discounts offered are: *[Specify in detail each discount offered.]*
- ix) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- x) **Tender Validity Period:** Our Tender shall be valid for **210days** from the date fixed for the Tender submission deadline specified in TDS 24.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- xi) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
- xii) **One Tender Per Tender:** We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 15.3;
- xiii) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, Project Manager, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- xiv) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the requirements of ITT 3.8]*;
- xv) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

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

- xvi) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- xvii) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;

- xix) Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
- xxi) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal

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

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

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

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

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

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

Date signed _____ day of _____, _____

Notes

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

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

B). TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

(a) Tenderer's details

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

General and Specific Details

b) **Sole Proprietor**, provide the following details.

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

c) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) **Registered Company**, provide the following details.

i) Private or public Company _____

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

Nominal Kenya Shillings (Equivalent)..... Issued

Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

ii) **Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

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

Full Name _____ Title or

Designation _____

(Signature)

(Date)

C). CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

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

Name _____ Title _____ Date _____

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

D). SELF - DECLARATION FORM - FORM SD1

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

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

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

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

Bidder Official Stamp

E). SELF - DECLARATION FORMS FORM SD2 :

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

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

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

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

F). DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory..... Sign.....

Position.....

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

E-mail.....

Name of the Firm/Company.....

Date..... (Company Seal/ Rubber

Stamp where applicable)

Witness

Name Sign.....

Date.....

G). FORMEQU: EQUIPMENT

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

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

Omit the following information for equipment owned by the Tenderer.

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

H). FORM PER -1

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

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

I). FORM PER-2:

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

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

Name of Tenderer

Position [#1]: <i>[title of position from Form PER-1]</i>

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

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

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

J). Declaration

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

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

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

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

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

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

Signature: _____

Date: (day month year): _____ Countersignature

of authorized representative of the Tenderer:

Signature: _____ Date: (day month year): _____

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

A. Purpose

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

C. Requirements

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

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

- a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - if a contract has already been entered into with the person, the contract shall be voidable;
- The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
 - shall not take part in the procurement proceedings;
 - shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.
- In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
 - a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

- iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “obstructive practice” is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

TENDERER QUALIFICATION FORMS

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

4.1 FORM ELI -1.1

Tenderer Information Form

Date: _____

ITT No. and title: _____

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

4.2 FORM ELI -1.2

Tenderer's JV Information Form

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

Date: _____

ITT No. and title: _____

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

4.3 FORM CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

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

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

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

4.4 **FORM FIN – 3.1:**

Financial Situation and Performance

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

4.4.1. Financial Data

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

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

*Refer to ITT 15 for the exchange rate

4.4.2 Sources of Finance

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

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

4.4.3 Financial documents

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

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

☐ Attached are copies of financial statements¹ for the _____ years required above; and complying with the requirements

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

4.5 **FORM FIN – 3.2:**

Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

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

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

4.6 **FORM FIN – 3.3:**

Financial Resources

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

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

4.7 FORM FIN – 3.4:

Current Contract Commitments / Works in Progress

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

Current Contract Commitments					
	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month]
1					
2					
3					
4					
5					

4.8 FORM EXP - 4.1

General Construction Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Page _____ of _____ pages

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

4.9 FORM EXP - 4.2(a)**Specific Construction and Contract Management Experience**

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

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

4.10 FORM EXP - 4.2 (a) (cont.)**Specific Construction and Contract Management Experience (cont.)**

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

4.11 FORM EXP - 4.2(b)

Construction Experience in Key Activities

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name² (as per ITT 34): _____

ITT No. and title: _____

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

1. Key Activity No One: _

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

² If applicable

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

- 2. Activity No. Two
- 3.

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

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

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

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

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

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

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

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

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

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

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

TENDER-SECURING DECLARATION FORM

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

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

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

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

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

Signed:..... Capacity / title (director

or partner or sole proprietor, etc.) Name:

..... Duly authorized to sign the bid

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

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

Appendix to Tender

Schedule of Currency requirements

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

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

PART II - WORK REQUIREMENTS

SECTION V - DRAWINGS

Drawings can be viewed from the Head of Projects, General Services Department, Central Bank of Kenya on 6th Floor. The schedule of drawings are as given below:

A. Architectural Drawings

<u>Drawing/Sheet No.</u>	<u>Description</u>	<u>Scale</u>
HSASD-A-4. 0001	Master Plan	A0
HSASD-A-4. 0011	Zone 1 Plan	A1 - 1:500
HSASD-A-4. 0011	Zone 2 and 3 Plan	A1 – 1:500
HSASD-A-4. 0012	Zone 4 and 5 Plan	A1 – 1:500
HSASD-A-4. 0014	Zone 6 Plan	A1 – 1:500
HSASD-A-4. 0014	Zone 7 Plan	A1 – Not to Scale
HSASD-A-4. 1-1001	Zone 1A – Memorial Park Plan	A1 – 1:100
HSASD-A-4. 1-1001A	Zone 1A – Aga Khan Walk Plan	A1 – 1:100
HSASD-A-4. 1-1001B	Zone 1B – Detailed Plan	A1 – 1:200
HSASD-A-4. 1-1001C	CBK Paving Pattern	A1 – 1:100
HSASD-A-4. 1-1001C	Access Junction on Lt. Tumbo	A1-1:50
HSASD-A-4. 1-1001D	LT. Tumbo Avenue & LT. Tumbo Junction	A1
HSASD-A-4. 1-1002	Zone 2 – Detail Plan	A1 -1:100
HSASD-A-4. 1-1003	Zone 3 – Detailed Plan	A1 -1:100
HSASD-A-4. 1-1003	Zone 3 Paving Pattern	A1- 1:50
HSASD-A-4. 1-1004	Zone 4 Paving Pattern at Moi Avenue Roundabout	A1 - 1:100
HSASD-A-4. 1-1004	Zone 4 Paving Pattern at Moi Avenue Roundabout	A1 - 1:100
HSASD-A-4. 1-1005	Zone 5 Detail Plan	A1 - 1:100
HSASD-A-4. 1-1005	Zone 5 Paving Pattern	A1 - 1:50
HSASD-A-4. 1-1006	Zone 6 Detail Plan	A1 - 1:100
HSASD-A-4. 1-1006	Zone 6 Paving Pattern	A1 - 1:50
HSASD-A-4. 1-1007	Zone 7 Detail Plan	A1 - 1:100
HSASD-A-4. 1-1007	Zone 7 Paving Pattern	A1 - 1:50
HSASD-A-4. 1-5001	Concrete Seats	A3 - 1:20
HSASD-A-4. 1-5002	Raised Seat Wall	A3 – Not to Scale
HSASD-A-4. 1-5003	Tree Grating Section	A3 – Not to Scale
HSASD-A-4. 1-5004	Pavilion	A3 – Not to Scale
HSASD-A-4. 1-5005	Trash Receptacles	A3 - 1:20

HSASD-A-4. 1-5006	Concrete Bollards	A3 - 1:20
HSASD-A-4. 1-5008	Bus Stop Shelter	A3 – Not to Scale
HSASD-A-4. 1-5009	Pedestrian Railing	A3 - 1:10
HSASD-A-4. 1-5010	Typical Jersey Barrier elevation between street lights	A3 – Not to Scale
HSASD-A-4. 1-5011	Obelisk Elevation	A3 – Not to Scale
HSASD-A-4. 1-5011B	Obelisk Plan	A3 - 1:100
HSASD-A-4. 1-5011C	Obelisk Elevation	A3 – Not to Scale
HSASD-A-4. 1-5011D	Obelisk Animal Print Template	A3 - 1:50
HSASD-A-4. 1-5012	Planter Details	A3 - 1:20
HSASD-A-4. 1-5012	Pedestrian Footbridge Plan and Elevation	A1 - 1:20
HSASD-A-4. 1-6001	Planting Layout Zone 1A	A1 – 1-200
HSASD-A-4. 1-6001A	Planting Layout Zone 1B	A1 – 1-200
HSASD-A-4. 1-6002	Planting Layout Zone 2	A1 – 1-200
HSASD-A-4. 1-6003	Planting Layout Zone 3	A1 – 1-200
HSASD-A-4. 1-6004	Planting Layout Zone 4	A1 – 1-200
HSASD-A-4. 1-6005	Planting Layout Zone 5	A1 – 1-200
HSASD-A-4. 1-6006	Planting Layout Zone 7	A1 – 1-200
HSASD-A-4. 1-6007	Planting Layout Zone 1,2 & 3	A1 – 1-500
HSASD-A-4. 1-6008	Planting Layout Zone 1,2 & 3	A1 – Not to Scale
HSASD-A-4.1 0016	Aga Khan Walk Zone 2	A1
HSASD-A- 1-1009	Aga Khan Walk part 1 & 2	A1
HSASD-A-4. 1-0017	Aga Khan Walk Zone 3	A1
HSASD- 4. 1- A-40	Aga Khan Walk Zone 3 part 1	A1
HSASD- 4. 1- A-41	Aga Khan Walk Zone 3 part 2	A1
HSASD- 4. 1- A-42	Aga Khan Walk Sections	1:50

CIVIL & STRUCTURAL DRAWINGS

<u>Drawing/Sheet No.</u>	<u>Description</u>	<u>Scale</u>
CIV-STRUCT 234/001	Seat Details and Planters	1:15, 1:10, 1:25
CIV-STRUCT 234/002	Bollard, Barrier and Fence Details	1:15, 1:10, 1:25
CIV-STRUCT 234/003	Obelisk Details	1:15, 1:10, 1:25
CIV-STRUCT 234/004	Bus Stop Details	1:15, 1:10, 1:25
CIV-STRUCT 234/005	Aga Khan Walk Pavilion	1:15, 1:10, 1:25
CBK-CW-PP-001	Plan and Profile LT. Tumbo Avenue Alignment	V 1:500, H 1:50

CBK-CW-RD-001	Typical Cross Sections	1:25, 1:30
CBK-CW-RD-002	Typical Road Sign, Road Marking and Road Detail	1:25, 1:30
CBK-CW-RD-003	Speed Table Detail	1:5, 1:100
CIV-struct 234/006	Aga Khan Walk details	1:15, 1:10, 1:25

SECTION VI – TECHNICAL SPECIFICATIONS

Note:

The Ministry of Roads and Public Works Standard Specifications (1986) shall apply to works in this Contract. However, in case of conflict, the Standard Specifications for Civil works below shall apply.

A: SPECIAL SPECIFICATIONS FOR CIVIL WORKS

7.1 - GENERAL

100 SPECIAL SPECIFICATIONS.

Special specification is supplementary to the Standard Specifications and the two must be read in conjunction. In any case where there appears to be conflict between the two then the Special Specifications will take precedence

101 LOCATION AND EXTENT OF SITE.

The works comprising this contract are located at the Central Bank of Kenya and its environs, Nairobi.

The site of the works shall be the lands and other places on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Employer for purposes of the contract.

The Contractor must visit the site and satisfy himself with regard to the conditions of the site, the risk of injury to existing property on and adjacent to the site, or to the occupiers of such property, the nature of the materials to be excavated and the conditions under which the works will have to be carried out, the supply of and conditions affecting labour and the facilities for obtaining the articles and materials referred to in these Bills of Quantities. No claim by the Contractor for additional payment will be allowed on the grounds of any misunderstanding or misapprehension in respect of any such matter or otherwise. Any damage caused to existing accesses and roads must be made good as directed by and to the approval of the Project Manager/ Engineer.

102 EXTENT OF CONTRACT.

The Major Works to be executed under the Contract comprise mainly of but are not limited to the following:

1. Site clearance and top soil removal.
2. Construction of concrete paving blocks as wearing course
3. Protection and/or Relocation of utility services as necessary
4. Installation of road furniture.
5. Maintenance of passage of traffic through and around the works.
6. Any other activity not listed above in either category but deemed to be necessary by the

Engineer, shall be subject to the Engineer's formal instructions and within the mode of payment stipulated either by day-works or on a measured basis.

104 PROGRAMME OF EXECUTION OF THE WORKS

The Contractor shall furnish the program and progress schedule 24 hours prior to the site meeting to the Project Manager/ Engineer, for approval and display in the site offices, devised in such a way that the

lined program is shown and progress can be marked up as the work proceeds. The Contractor shall keep this chart up-to-date at all times. The Contractor will table progress reports at every site meeting.

The programme shall be co-ordinated with climatic and other conditions to provide for the completion of the works in the order and by the time specified.

The Contractor shall carry out the contract in accordance with the programme agreed with the Engineer, but he shall in no manner be relieved by the Engineer's approval of the programme, of his obligation to complete the works in the prescribed order and by the prescribed completion date and he shall from time to time review his progress and make such amendments to his rate of execution of the works as may be necessary to fulfil his obligations.

105 ORDER OF EXECUTION OF WORKS

In addition to Clause 105 of the Standard Specification the Contractor shall carry out the Works such that a continuous and consecutive output of fully completed work is achieved.

107 TAKING OVER CERTIFICATE

Taking over certificate shall be issued upon substantial completion of construction of the road and perking and loading bays.

109 NOTICE OF OPERATIONS

Add the following sub- Clause.

Notification Terms

It shall be the Contractor's responsibility to notify the Engineer when any item of works scheduled are completed and ready for approval, and the contractor shall give sufficient notice to allow control test to be performed.

Explosive and Blasting

- (a) The requirements of the Laws of Kenya governing explosives and other requirements and regulations of Government of Kenya and other authorities shall be complied with.
- (b) No explosives of any kind shall be used without prior written consent of the Engineer.
- (c) The Contractor shall be solely responsible for the provision, handling, storage and transporting of all explosives, ancillary materials and all other items of related kind whatsoever required for blasting

113 TRANSPORT TO AND FROM THE SITE

Add to sub-clause 113 the following

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

117 HEALTH, SAFETY AND ACCIDENTS

Add to sub-clause 117 the following:

In addition to providing, equipping and maintaining adequate first aid stations throughout the works in accordance with the Laws of Kenya, the Contractor shall provide and maintain on site during the duration of the Contract, a fully equipped dispensary. This shall be with a qualified Clinical Officer / Nurse who shall offer the necessary medical advice on HIV and related diseases to the Engineer's and Contractor's Site staff. The Contractor shall allow for this in the rates and be responsible for all site welfare arrangements

at his own cost.

119 USE OF EXPLOSIVES

Add to clause 119

Explosive and Blasting

The requirements of the Laws of Kenya governing explosives and other requirements and regulations of Government of Kenya and other authorities shall be complied with.

No explosives of any kind shall be used without prior written consent of the Engineer.

The Contractor shall be solely responsible for the provision, handling, and storage and transporting of all explosives, ancillary materials and all other items of related kind whatsoever required for blasting.

121 DIVERSION OF SERVICES

a) The Contractor shall acquaint himself with the location of all existing services such as telephone lines, electricity cables, fibre cables, water pipes, sewer-lines etc., before execution of any works that may affect the services. The cost of determining the location of the existing services together with making good or repairing of any damage caused all to the satisfaction of the Engineer shall be included in the BID rates.

b) Subject to the agreement with the Engineer, the Contractor shall be responsible for removal of alteration and relocation of existing services.

c) The Contractor shall indemnify the Employer against claims originating from damage to existing services or works.

123 LIAISON WITH GOVERNMENT AND POLICE OFFICIALS

The Contractor shall keep in close touch with the Central Bank of Kenya Security, Police and the other Government officials of the area regarding their requirements in the control of traffic, or other matters, and shall provide all assistance or facilities, which may be required by such officials in the execution of their duties.

124 LAND FOR ALL CAMPS SITES AND FOR THE CONTRACTOR'S OWN PURPOSES, INCLUDING TEMPORARY WORKS.

The Employer shall make available free of charge to the Contractor land on which the Works are to be executed or carried out, as indicated on the Drawings or as detailed in the Special Specifications. Such land shall include the road reserve, areas required for deviations and Resident Engineer's Office as defined in this Specification and access roads thereto but shall exclude land for stockpile and spoil areas, quarries, and borrow pits and land required by the Contractor for his own camps, offices, houses, temporary works or any other purpose.

Notwithstanding Clause 124 of the Standard Specification all requirements of land for temporary works and construction purposes shall be to the approval of the Engineer but the Contractor will make all necessary arrangements with the property owners concerned and pay all charges arising there from. On or before completion of the Contract, the Contractor shall remove all temporary works and shall restore all such land to the condition in which it was immediately prior to the occupation thereof as far as is reasonable and practicable. No separate payment will be made to the Contractor on account of these items and the Contractor must make due allowance for them in his rates.

Notwithstanding Clause 120 of the Standard Specifications, the Contractor shall be required to appoint competent surveyors who will liaise with the Engineer on matters related to the demarcation of the existing road reserve, site measurements, removal and reinstatement of existing services.

125 WATER SUPPLY

The Contractor shall allow for providing all temporary water supplies required for the works, including Sub Contract works, together with all necessary storage tanks, water meters and distribution systems for the same and must allow for bearing all expenses incurred and paying for all water consumed without charge to any Sub Contractor.

Existing water supplies on site may be utilized for the works by agreement with the Employer who, however, gives no undertaking as to the sufficiency or suitability of existing supplies.

128 STORAGE OF MATERIALS

All materials shall be stored on Site in a manner approved by the Engineer and the Contractor shall carefully protect from the weather all work and materials which may be affected thereby.

129 TEST CERTIFICATES

When instructed by the Engineer the Contractor shall submit certificates of test from the suppliers of materials and goods required in connection with the works as the Engineer may require.

Such certificates shall certify that the materials or goods concerned have been tested in accordance with the requirements of the specifications and shall give the results of all the tests carried out. The Contractor shall provide adequate means of identifying the materials and goods delivered to the site with the corresponding certificates.

130 PROGRESS PHOTOGRAPHS

The Contractor shall include in his rates and prices for the production of each set of photograph.

131 SIGNBOARDS

No signboards will be provided for this project.

132 HOUSING ACCOMMODATION FOR THE RESIDENT ENGINEER AND HIS STAFF, OFFICE AND LABORATORY INCLUDING FURNITURE

132.1 HOUSING AND ACCOMMODATION FOR THE ENGINEER'S SENIOR STAFF

There will be no provision and maintenance for accommodation of the Engineer's senior staff.

132.2 HOUSING ACCOMMODATION FOR ENGINEER'S JUNIOR STAFF

There will be no provision and maintenance for accommodation of the Engineer's junior staff.

132.4 MAIN OFFICE

Deleted.

132.5 ENGINEER'S LABORATORY AND SURVEY EQUIPMENT

Deleted.

13 ATTENDANCE UPON THE ENGINEER AND HIS STAFF

There will be no payments for attendance upon the Engineer and his staff.

138 VEHICLES AND DRIVERS FOR THE ENGINEER AND HIS STAFF AND METHOD OF PAYMENT

The Contractor shall not provide any vehicles under this contract.

139 RECEIPTED ACCOUNTS

There will be no payments for receipted accounts under this contract.

142 LIQUIDATED DAMAGES

If the Contractor fails to complete the works by the Date for Practical Completion stated in the Conditions of Contract and the Project Manager/ Engineer certifies in writing that in his opinion the same ought reasonably to have been completed, then the Contractor shall pay or allow the Employer a sum calculated at the rate stated in the Contract as Liquidated and Ascertained Damages for the period during which the works shall have remained incomplete.

143 ENVIRONMENTAL PROTECTION

The Contractor shall comply with the Statutory Regulations in force in Kenya regarding environmental protection and waste disposal, and shall liaise with the National Environmental Management Agency (NEMA).

Within four (4) weeks of the order to commence work, the Contractor shall prepare and submit a specific Environmental Management Plan for the project and his operations, relating to the approved Environmental Impact Assessment. The Environmental Management Plan shall outline potential environmental hazards and risks, and provide an action plan to deal with the hazards, minimise the risks, and mitigate adverse environmental impacts, and include a general decommissioning plan covering all relevant aspects of the project. The Environmental Management Plan shall identify monitoring indicators and reporting requirements.

The Contractor shall be required to submit environmental progress reports to the Engineer every one (1) month.

The Contractor shall ensure so far as is reasonably practicable and to the satisfaction of the Engineer; that the impact of the construction on the environment shall be kept to a minimum and that appropriate measures are taken to mitigate any adverse effects during the construction.

(a) The Contractor shall exercise care to preserve the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works, all trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage by the Contractor's construction operations and equipment. All unnecessary destruction, scarring, damage or defacing resulting from the Contractor's operations shall be repaired, replanted, reseeded or otherwise corrected as directed by the Engineer, and at the Contractor's expense.

(b) The Contractor shall ensure that measures are in place to control soil erosion and water pollution, by use of berms, dykes, silt fences, brush barriers, dams, sediment basins, filter mats, netting, gravel, mulches, grasses, slope drains, contour banks, and other erosion control devices and methods. Temporary erosion control provisions shall be coordinated with permanent erosion control features to assure economical, effective and continuous measures throughout the period of the works. The Contractor's attention is drawn to the requirements of Clause 502, in that works need to be progressively finished so

that permanent vegetation can establish quickly to mitigate soil erosion and erosion of drains.

(c) The Contractor shall provide all the labour, equipment, materials, and means required and shall carry out proper and efficient measures wherever and as often as necessary to minimise the dust nuisance.

(d) The Contractor shall comply with all applicable Kenyan laws, orders and regulations concerning the prevention, control and abatement of excessive noise. Blasting, use of jackhammers, pile driving, rock crushing, or any other activities producing high-intensity impact noise may be performed at night only upon approval of the Engineer.

(e) Immediately after extraction of materials, all borrows pits shall be reinstated to the satisfaction of the Engineer. In particular borrow pits near the project road shall be reinstated in such a way that no water collects in them.

(f) Spilling of bitumen fuels oils and other pollutants shall be cleared up.

(g) The Contractor's attention is drawn to the requirements of the Standard Specification in regard to the environment and in particular to the following clauses:

Clause 115: Construction Generally

Clause 116: Protection from Water

Clause 136: Removal of Camps

Clause 605: Safety and Public Health Requirements Clause

Clause 607: Site Clearance and Removal of Topsoil and Overburden

(h) Payment in respect of this Clause will be under appropriate items in the BoQ

144 SUPERVISION AND WORKING HOURS

The said works shall be executed under the direction and to the entire satisfaction of the Project Manager/ Engineer, who shall at all times have access to the works and to the yards and workshops of the contractor or other places where work is being prepared for the building.

The working hours shall be those generally operated by the employers in the building industry. Due to the nature of catering operations work may at times be stopped at some point but for a few hours, not days. There shall be no allowance for claims with regards to this matter.

145 GOVERNMENT ACTS REGARDING WORK PEOPLE ETC.

Allow for compliance 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 for the safety, health and welfare of the workpeople.

The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the 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.

146 CLEAN UP

The contractor shall, upon completion of the Works, at his own expense, remove and clear away all plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Project Manager/ Engineer, including clearing away and making good all traces of temporary access roads, offices, sheds, camps, etc. He shall also remove all rubbish and dirt from the Site at weekly intervals or as directed by the Project Manager/ Engineer, but in compliance with CENTRAL BANK OF KENYA's standard procedures.

Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement stains. The Contractor is to find his own dump and shall pay all charges in connection thereof.

147 PREVENTION OF NUISANCE

The Works and such section of the site necessary therefore shall be under the entire care and control of the Contractor during the whole period of the Contract and he shall take all possible precautions to prevent any nuisance, inconvenience or injury to the holders or occupiers of the existing or surrounding properties and to the public generally, and shall at all times keep all paths and roads affected by the works in a safe and clear state, and shall use proper precautions to ensure the safety of all wheeled traffic and pedestrians.

148 VISITORS TO SITE

The Contractor will be required to comply with Central Bank of Kenya's standard requirements for entry and exit for all the staff. This will be collaborated with the Project Manager/ Engineer. The Project Manager/ Engineer will issue instructions requiring dismissal from the works of any person who fails to comply.

149 PROTECTION OF THE WORKS AND PERSONS

The Contractor shall allow for the protection of his own and his Sub Contractor's work liable to damage, including provision of temporary roofs, waterproofing, gutters, drains, etc., if necessary and shall case up, cover, or in other suitable ways protect all finished work liable to injury, to the satisfaction of the Project Manager/ Engineer until completion of the Contract.

The Contractor shall allow for providing all lighting, barriers, hoarding, notices, covering open trenches and protection of the works, including Sub Contract works, as may be necessary by day and night for the safety of the works and for the protection of the public and his own and Sub Contractors' employees. In the event of any damage or loss occurring to the works, or to materials or to any sewers, gullies, drains, paths, or other works on the site in temporary possession of the Contractor for the purpose of this Contract, either from the weather, want of proper protection, defects, theft, insufficiency of the works, or any other cause whatsoever during the progress of the works, or for any accident or damage to property or persons by reason of the said works, the Contractor alone shall be responsible and shall without extra charge, make good all damage and pay all costs incurred.

150 VISITING THE SITE

The Contractor before tendering is recommended to visit the site of the work to satisfy himself as to the facilities of access and other site conditions under which the works will have to be carried out.

The Contractor shall be assumed to have acquainted himself with the site, its nature and position, the nature of the ground, sub-strata and other local conditions, position of power and water supplies, access roads or any other limitations, and no claims for extras will be considered on account of lack of knowledge in this respect. No claim will be allowed for travelling or other expenses which may be incurred by the contractor in visiting the site or preparing the tender for the works.

151 RESTRICTIONS ON THE CONTRACTOR'S USE OF SITE

The Contractor is to note that the area of site is restricted and limited and that existing buildings and adjacent areas will remain in use to an indeterminable degree during the execution of the works. The extents of the site are to be agreed with the Project Manager/ Engineer prior to the commencement of works. The Contractor must allow in his tender for all inconvenience and disruption resulting from this requirement as well as for the security and safety of the existing and adjacent premises and all the staff therein.

The site for the proposed works are occupied premises with a number of existing installations. The contractor will be required to ensure normal services to the building are maintained throughout and not interfered with throughout the entire period of this exercise. The Contractor will be required to take all precaution and care so that no damage will occur to the existing installations on site. The Contractor is also advised to secure all the necessary insurance policies as he will be solely held responsible for any damages to the existing system, injuries to persons resulting from his activities and/or interference with normal operations of the building that may result from his negligence, actions or otherwise.

152 ACCESS TO SITE AND TEMPORARY ROADS

The Contractor is to construct and maintain any temporary roads he thinks necessary and provide murrum, sprawls, or roller cordage as required or instructed to facilitate the transport of materials and must remove sprawls, etc. if required at completion but not unless ordered or permitted to do so by the Project Manager/ Engineer and such materials as are not ordered or permitted to be removed are to remain the property of the Employer. The Contractor will be entirely responsible for the upkeep of temporary roads.

153 AREA TO BE OCCUPIED BY THE CONTRACTOR

The area of the site which may be occupied by the Contractor shall be agreed with the Project Manager/ Engineer prior to commencement of works and the Contractor must confine his activities to the areas so marked and must ensure that his workmen do not trespass on the adjoining property or cause inconvenience to its occupiers.

154 ELECTRICAL LIGHT AND POWER

The Contractor shall allow for providing all temporary lighting and power supplies required for the works, including Sub Contract works, together with all necessary meters and distribution systems for the same and must allow for bearing all expenses incurred and paying for all power consumed without charge to any Sub Contractor.

Any sum added by the Contractor in these Bills of Quantities in respect of profit upon any Prime Cost Sums will be deducted at final settlement of accounts and a sum will be added, the amount of which will bear same proportion to the sum added as the net amount properly expended bears to the original Prime Cost Sum.

170 GENERAL SPECIFICATION

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

171 BUILDING REGULATIONS

The whole of the Works are to be executed in strict accordance with current building regulations to the satisfaction of the local authorities and the Project Manager/ Engineer.

172 PROCEDURES FOR MATERIALS DEMOLISHED OR REMOVED AS PART OF THE WORKS

All materials and items described or shown on the drawings to be removed and carted away from site, shall be carefully removed from the existing buildings and temporarily stored on site.

The Contractor shall make an inventory of the same materials and handover and sign off as per CENTRAL BANK OF KENYA's procedures.

The Client shall select items of retention, required left on site but relocated by the Contractor to a more suitable storage area, and the balance cart away from site.

However all debris resulting from the demolitions shall be carried away from site.

174 CONTRACTORS' SUPERINTENDENCE

The contractor shall constantly keep on the Works a literate English speaking Agent or Representative, who is competent and experienced in the kind of work involved, and shall be available whenever required. Such Agent or representative shall receive on behalf of the Contractor, directions and instructions from the Project Manager/ Engineer and such directions and instructions shall be deemed given to the Contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Project Manager/ Engineer.

It is to be a specific condition of this Contract that the successful tenderer shall provide on site throughout the period up to the date for Practical Completion a suitably qualified, experienced and competent person to ensure that the works are carried out to the standard required by the specification and detailed on the drawings; and shall ensure that upon any termination of employment a suitable replacement is found.

Before the tenderer's offer is accepted the Project Manager/ Engineer will personally interview the Contractor's proposed Representative. A curriculum vitae of past experience and qualifications must be provided for the Project Manager/ Engineer's scrutiny.

The Project Manager/ Engineer's decision will be final regarding the suitability of the proposed representative.

175 LANGUAGE OF CORRESPONDENCE AND RECORDS

All communication from the Contractor to the Project Manager/ Engineer shall be in the English Language.

176 RECORDS

The Contractor shall allow for keeping records appertaining to the Works and shall keep on the site a daily diary recording of weather conditions, temperature, visitors to the site, etc.

177 PROTECTIVE CLOTHING

The Contractor shall provide all protective or any other clothing 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 on site at all times.

No separate measurement and payment will be made for this clause, the Contractor shall be deemed to have included in his rates and prices the cost of complying with the requirements of this section of the Specification.

178 RESTRICTED and/or LIMITATION OF USE OF SITE

(Also see Special Conditions related to works at CENTRAL BANK OF KENYA compound)

The Contractor is to note that the area of the site is restricted and limited and that existing buildings and adjacent areas will remain in use as fully-operational facilities to an indeterminable degree during the execution of the works. The extents of the site area to be agreed with the Project Manager/ Engineer prior to the commencement of works. The Contractor must allow in his tender for all inconvenience and disruption resulting from this requirement as well as for the security and safety of the existing and adjacent premises and all the staff herein.

179 TEMPORARY HALTING OF WORKS ON SITE

At times Contractors may be requested to temporarily minimize loud noise during significant meetings or important events that may take place at nearby locations within the compound. CENTRAL BANK OF KENYA will make every effort to ensure that Contractors are provided with prior notice and that the time is kept at a minimum though it should be understood that this may not always be possible. Although it is difficult to quantify, CENTRAL BANK OF KENYA roughly estimates that such interruptions would represent approximately one hour per week.

180 NO WORKMEN TO BE HOUSED ON SITE

No labour will be housed on the site. The cost of transporting labour to and from the site or elsewhere will be deemed to be included in the tender.

183 TEMPORARY SHEDS

The Contractor shall provide, erect and maintain on site, in such positions as may be directed ample temporary watertight lock-up sheds for the proper storage and protection of cement and other materials liable to damage and shall remove the same at completion and make good all surfaces disturbed.

184 DRAWINGS

The Contractor will be deemed to have examined the drawings before tendering and to have satisfied himself regarding their details and regarding the nature and extent of the works and the method of construction involved.

The Contractor is required to check the drawings and should he find any missing, or in duplicate or unclear, he must inform the Project Manager/ Engineer at once and have the same rectified.

No claims arising out of misapprehension in these respects will be allowed.

The works are to be executed in accordance with the drawings referred to in the 'List of Contract Drawings' contained in Appendix '1' to these Bills of Quantities together with any drawings which may be supplied in amplification or amendment thereof.

185 SUB-LETTING

Sub-letting of all or any section of the works will not be allowed.

186 SANITATION OF THE WORKERS

The contractor shall provide sanitary facilities for his workmen if need be erect a temporary structure connected to existing sanitation system as directed by the Project Manager/ Engineer.

No extra payment shall be made for complying with this clause.

187 SCOPE OF WORKS

Central Bank of Kenya reserves the right to omit and/or proceed with part or all of the scope of works for this Contract. (See phasing and programme below).

188 SAMPLE SUBMITTAL AND APPROVAL

All major materials, fittings and finishes are required submitted to and approved by CENTRAL BANK OF KENYA, or as the designated Project Manager/ Engineer, prior to ordering or any installation together with warranties in writing.

189 SECURING OF CONTRACTOR'S PROPERTY

"The Contractor will be fully responsible for the securing equipment, vehicles and construction materials related to this Contract within the assigned Staging Areas on the CENTRAL BANK OF KENYA compound. CENTRAL BANK OF KENYA will assume no responsibility for losses related to this Contract. Assigned Staging Areas are located near to offices occupied in a daily basis. As such the Contractor is to provide and adequately cordon off with temporary hoarding or by means approved by CENTRAL BANK OF KENYA. Hoardings or temporary barriers should prevent through movement of Staff and secure the safety of staff at all times.

Should Contractors require further secure means of storage or temporary structures, this is to be requested and cleared by the Project Manager/ Engineer and UN Security in advance. At no time are these to cause damage to UN property."

190 DELIVERIES

Deliveries will be through the UNRC gate. The Contractor is to notify CENTRAL BANK OF KENYA at least 24 hours in advance of deliveries to allow for relevant clearances to be obtained.

The Contractor will be accountable to CENTRAL BANK OF KENYA Receiving and Inspection Unit as well as the Project Manager/ Engineer for all loose items received. All deliveries will be limited to working hours only.

191 SECURITY CLEARANCE

Contractors, site staff and vehicles entering the compound on a daily basis will require prior clearance and to issued with Ground Passes to the CENTRAL BANK OF KENYA compound. Any additional staff or vehicles requiring entry during the course of the project will require similar clearance.

Contractors will be required to provide relevant documentation for products, materials and equipment entering the compound and commencement of works. In turn clearance for removal of equipment and materials during or on completion of the project will be required from the Project Manager/ Engineer and UN Security.

7.2 - MATERIALS AND TESTING OF MATERIALS

All materials testing shall be in accordance with Section 2 of the Standard Specifications.

202 TESTING BY THE CONTRACTOR

Amend the following: -

202.1 Contractor's Testing

The provision of the Engineer's laboratory and testing equipment, as specified in Section 1 of this Special Specification, does not relieve the Contractor of his obligation to provide laboratory and testing equipment and execute his own testing, in conformity with the specified requirements in the Standard Specification.

204 SIEVES

Amend the following: -

204.1 Sieve sizes

A standard set of sieves for general use shall consist of the following sieve sizes mm: 100-63-50-37.5-25-20-14-10-6.3-5-4-2-1-0.6-0.5-0.425-0.300-0.150-0.075 mm. The sieves from 0.425 to 0.075 mm shall be suited for wet sieving.

205 SOILS AND GRAVEL

Whenever in the Contract Document a minimum California bearing Ratio (CBR) is specified, the CBR of the material shall be determined at the specified state of compaction.

After four days soaking in the case of neat materials and

After seven days curing plus seven days soaking in the case of cement improved materials.

221 SIGN FOR MATERIALS SUPPLY

The Contractor will be required to sign a receipt for all articles and materials supplied by the Project Manager/ Engineer 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/ Engineer at the current market prices, all at the Contractor's own cost and expense, to the satisfaction of the Project Manager/ Engineer.

For the hardwood timber supplied by The Employer, the Contractor must include the cost of reshaping to size in their rates and no additional claim for non-allowance will be allowed.

222 PROPRIETARY ARTICLES

All materials and workmanship used in the execution of the works shall be of the best quality and description unless otherwise described. Any materials for the works condemned by the Project Manager/ Engineer shall immediately be removed from the site at the Contractor's expense.

223 MATERIALS, TOOLS, PLANT AND SCAFFOLDING

All materials and workmanship used in the execution of the works shall be of the best quality and description unless otherwise described. Any materials for the works condemned by the Project Manager/ Engineer shall immediately be removed from the site at the Contractor's expense.

The Contractor shall be responsible for the provision of all materials, scaffolding, tools, plant. transport and workmen required for the works except in so far as may be stated otherwise herein and he shall allow for the provision of the foregoing 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 similar purpose shall be used afterwards for the permanent works. This timber shall not be in hardwood.

All such plant, tools and scaffolding shall comply with all regulations whether general or local in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.

224 MATERIALS

All materials shall be new unless otherwise directed or permitted by the Project Manager/ Engineer and in all cases where the quality of goods of materials is not described or otherwise specified, is to be the best quality obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word.

All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate British Standard Institution Specification current at the date to tender.

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 such materials are on site when required for use in the works.

The contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.

The works throughout shall be executed by skilled workmen well versed in their respective trades.

225 REJECTED WORKMANSHIP OR MATERIALS

Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged contaminated or have deteriorated, must immediately be removed from the site and replaced at the Contractor's expense as required.

226 FREQUENCY OF TESTING

Amend the following: -

226.1 General Acceptance Criteria for Test Results

When criteria for approval of test results on materials are mentioned in the Standard Specification or in these provisions, it means that no single testing value in a lot of five must exceed the specified maxima or fall below the specified minima.

Conventional statistical techniques shall be used alongside the above said criteria where these are applicable.

227 MEASUREMENT AND PAYMENT

Amend the following: -

No additional measurement and payment will be made for testing of materials, trials, etc. in conformity with the above-mentioned amendments.

7.3 - SETTING OUT & TOLERANCES

301 SETTING OUT

a) General

In addition to the provisions of clause 3.01(a) if the traverse points to be used for the setting out are close to the existing carriageway and interfere with construction works then the Contractor will have to relocate them to a location where they will not be disturbed. The co-ordinates and heights of all traverse points so

located shall be listed and provided to the Engineer for checking and/or approval. The Contractor shall also monument the new centreline every 200m along straight and all salient points along curves by a pin in the concrete beacon before commencement of any works.

The road reserve boundary posts shall have 12mm diameter steel pins embedded in concrete, 200mm long with 25mm exposed to the air, sticking out from its top surface. This pin shall be co-ordinated and heighted and result of the same provided to the Engineer for approval. Cost of these works shall be included in the rates as no separate item has been provided

Commencement of the works shall not be permitted until this basic survey data has been provided and approved by the Engineer for each crossing facility.

Figured dimensions are to be followed in preference to dimensions scaled from the Drawing; but whenever possible dimensions are to be taken on the site or from the buildings. Before any work is commenced by Sub-Contractors or Specialist Firms, dimensions must be checked on the site and/or buildings and agreed with the Contractor, irrespective of the comparable dimensions shown on the Drawings.

The Contractor shall be responsible for the accuracy of such dimensions.

b) Detailed Setting Out

Reference pegs shall be 50mm by 50mm in section 600mm long driven 400mm firmly into ground and painted white above the ground. The offset from centre line shall be indicated by small nail 20mm to 25mm long with its head driven flush with the top of the peg.

Chainages, offset and reference elevation shall be clearly indicated to the sides of the peg to the satisfaction of the Engineer.

After cutting of benches and prior to commencement of earthworks or subgrade works, Contractor shall take cross-sections again and submit the copy of the same to Engineer for agreement. These cross-sections shall then be used as basis of measurement for all subsequent layers, unless otherwise stated.

7.4- SITE CLEARANCE AND TOP SOIL STRIPPING

401 SITE CLEARANCE

Site Clearance shall be carried out as directed by the Engineer.

402 REMOVAL OF TOPSOIL

Topsoil shall include up to 200mm depth of any unsuitable material encountered in existing or newly constructed drains, drainage channels, and accesses or any depth instructed by the Engineer.

403 REMOVAL OF STRUCTURES, FENCES AND OBSTRUCTIONS

When instructed by the Engineer, the Contractor shall demolish or remove any structure and payment for this shall be made on day works basis.

7.8 - CULVERTS AND DRAINAGE WORKS

801 SCOPE OF SECTION

The operations specified in this section apply to the installation of drainage works and reinstatement and improvement of the same.

In addition, this Section covers: -

- Installation of 600mm, 900mm and 1200mm diameter pipe culverts
- Construction of associated inlet and outlet structures to specifications and/or instructions

804 EXCAVATION FOR CULVERTS AND DRAINAGE WORKS

In the Standard Specifications, make the following amendments: -

(a) In paragraph 6, line 3, and in paragraph 7, line 5 and in paragraph 11, line 6, delete "95%" and insert "100%".

(b) Removal of Existing Pipe Culverts

Where instructed by the Engineer, the Contractor shall excavate and remove all existing blocked or collapsed culvert pipes of 450mm, 600mm and 900mm diameter including concrete surround, bedding, inlet and outlet structure.

The void left after removal of culvert pipes shall be widened as necessary to accommodate new concrete bedding, pipe and haunching.

The payment of this work shall be per linear metre of pipes removed. The void left by removal of these pipes shall be carefully preserved in order to accommodate replacement 600mm or 900mm diameter pipe culverts as shall be directed by the Engineer.

(c) Removal of other Existing Drainage Structures

When instructed by the Engineer, the Contractor shall demolish or remove any other structure and payment for this shall be made on day work basis.

(d) Excavation for Culverts and Drainage Works

The Contractor shall carry out all excavations for new culverts and drainage works to the lines, levels, inclinations, and dimensions shown on the drawings or as instructed by the Engineer.

805 EXCAVATION IN HARD MATERIAL

In the Standard Specifications, Sub-clauses 805(a) and 805 (b) delete "95%" and insert "100%".

In sub-clause 809(a), paragraph 1, line 1, substitute "95%" with "100%".

In sub-clause 809(c), paragraph 2, line 4, between the words "compacted" and "and shaped" insert the words "to 100% MDD (AASHTO T.99)".

Hard material is material that can be excavated only after blasting with explosives or barring and wedging or the use of a mechanical breaker fitted with a rock point in good condition and operated correctly. Boulders of more than 0.2m³ occurring in soft material shall be classified as hard material.

809 BEDDING AND LAYING OF PIPE CULVERTS

Concrete pipes shall be laid on a 150mm thick concrete bed of class 15/20 and the pipes shall be bedded on 1:3 cement: sand mortar at least 50mm thick, 150mm wide and extending the full length of the barrel.

The rates inserted shall allow for compaction of the bottom of excavation to 100% MDD (AASHTO T.99).

810 JOINTING CONCRETE PIPES

The concrete pipes for the culverts shall have ogee joints and will be jointed by 1:2 cement: sand mortar and provided with fillets on the outside as described in clause 810 of the Standard Specification.

812 BACKFILLING OVER PIPE CULVERTS

In the Standard Specifications, clause 812

- 1). Delete paragraph 6 "for pipe culverts depth of 150mm", entirely.
- 2). Wherever the expression "dry density of 95% MDD (AASHTO T. 99)" occurs delete and replace with "dry density of 100% MDD (AASHTO T.99)".

The rates entered for laying of pipe culverts shall allow for backfilling to pipe culverts and compacting to 100% MDD (AASHTO T.99) and these works shall **not** be measured and paid for separately.

814.1 SUBSOIL DRAINS

In the event of excavation for repairs exposing local seepage, springs or unacceptably high water table, the Engineer may instruct the provision of counter fort or French drains.

These drains shall consist of a trench excavated to the alignment, width, depth and gradient instructed by the Engineer, and backfilled with approved compacted clean hard crushed rock material as specified in clause 815 of the standard specification. Where these drains lie within the carriageway the carriageway shall be reinstated with compacted stabilised gravel and surfaced with hot asphalt or a surface dressing as instructed by the Engineer.

814.2 FILTER FABRIC TO SUBSOIL DRAINS

A filter fabric shall be placed under, around and over rock fill of the subsoil drains. The provisions and placing of the fabric shall be in accordance with manufacturer's instructions and complying with Clause 804 and 814 of the Standard Specification. Payment shall be in metre square of the fabric used.

817.1 INVERT BLOCK DRAINS AND HALF ROUND CHANNELS

Invert Block Drains and Half Round Channels shall be constructed as shown in the drawings provided in accordance with the Standard Specifications where directed by the Engineer.

817.2 REPAIRS TO DRAINS

817.3 CLEANING AND REPAIR OF EXISTING DRAINS

In areas of existing side drains, mitre or outfall drains where such are blocked, the Engineer shall instruct

the Contractor to clean and clear the drains to free flowing condition.

The work shall consist of:

- (a) Stripping and removal of any extraneous material to spoil including vegetation and roots in the drains to the satisfaction of the engineer.
- (b) Spreading of any spoil to the satisfaction of the Engineer.
- (c) Shaping the drains to free flowing condition as directed by the Engineer.

Measurement and Payment for cleaning drains shall be by linear metre of drain cleaned measured as the product of plan area and vertical depth of extraneous material instructed to be removed. No extra payment will be made for removal of vegetation and roots.

817.4 CHANNELS

The Engineer may instruct that the Contractor provides open channels in place of existing subdrains where the latter may be damaged or in any other place. The rates entered by the Contractor in the bills of quantities must include for removal and disposal of any subdrain material, excavation to line and level, backfilling and compaction as directed by the engineer. The channels shall be constructed of precast class 20/20 concrete of minimum 80mm thickness and lengths or widths not exceeding 1000mm. Joints shall be at least 15mm wide filled with 1:2 cement sand mortar.

817.5 SPOIL MATERIAL

The contractor shall be responsible for removal from site of all materials excavated in the course of undertaking works in this section of the specification, unless suitable for re-use, and deposit of the material in a spoil dump to be approved by the Engineer.

819 CLEANING AND MAINTENANCE

819.1 De-silting of Pipe Culverts

Where instructed, the Contractor shall de-silt the existing pipe culverts by removing all the material from the pipe to make them clean and free flowing.

Measurement and payment shall be by the linear metres of pipes de-silted, regardless of diameter size.

7.9 - PASSAGE OF TRAFFIC

901 SCOPE OF THE SECTION

The Contractor shall so arrange his work to ensure the safe passage of the Traffic at all times and if necessary, construct and maintain an adequate diversion for traffic complete with all the necessary road traffic signs.

The Contractor shall provide to the satisfaction of the Engineer adequate warning signs, temporary restriction signs, advance warning signs, barriers, temporary bumps and any other device and personnel equipped with two way radios to ensure the safe passage of traffic through the works.

When carrying out the Works the Contractor shall have full regard for the safety of all road users.

The Contractor shall also provide sign posts and maintain to the satisfaction of the Engineer all deviations necessary to complete the works. The contractor should allow for the costs of complying with the requirements of this clause in his rates.

The contractor will be deemed to have inspected the site and satisfied himself as to the adequacy of his bid for these works and no additional payments will be made to the Contractor for any expenditure on traffic control or the provision of deviations. The employer shall not be liable for inadequate prior investigations of this nature by the Contractor.

906 PASSAGE OF TRAFFIC THROUGH THE WORKS

Add the following to this Clause.

The Contractor shall be deemed to have inspected the site and satisfied himself as to the adequacy of his bid for these works and no additional payments will be made for any expenditure on traffic control. Should the Contractor propose any other method of passage of traffic including construction of traffic deviations and use of the existing roads the Contractor shall investigate the alternatives, construct and maintain them to the satisfaction of the Engineer. The Employer shall not be liable for investigations or costs arising from the alternatives methods of traffic control proposed by the Contractor. Deviations or other measures for traffic control where proposed by the Contractor shall meet the requirements of the specifications and drawings and be approved by the Engineer.

The Contractor shall ensure that the workforce and site supervisory staff at all times wear high visibility garments when work is carried out on or adjacent to a section of the road open to traffic. The Contractor shall ensure that the supervisor or person in charge of the work force is readily recognized from the rest of the workforce. In addition, the Contractor shall provide a full time traffic safety officer to coordinate aspects of road safety for the whole site.

The Contractor shall be deemed to have included all costs related to employing the traffic safety officer and for all the duties performed by him in his rate for passage of traffic.

907 SIGNS, BARRIERS AND LIGHTS

Contractor shall provide signs, barriers and lights as shown in the drawing in Book of Drawings at the locations where the traffic is being carried off the existing road to the deviation and back again to existing road. The Contractor shall provide ramps and carry out any other measures as instructed by the Engineer to safely carry traffic from the road to deviation.

Contrary to what has been specified in this clause the road signs provided shall be fully reflectorised and in conformity with clause 9.1 of the "Manual for Traffic Signs in Kenya Part II".

909 ASSISTANCE TO PUBLIC

In addition to provision of clause 909, Contractor shall maintain close liaison with the relevant authorities to clear any broken down or accident vehicles from the deviations and the main road, in order to maintain smooth and safe flow of the traffic.

7.11 – SHOULDERS AND FOOTPATHS

Add the following to this section:

1101 FOOTPATHS

Where shown on the drawings or directed by the Engineer, footpaths shall be constructed. The Footpaths shall be constructed using the precast concrete paving blocks as the finish. The line of the footpaths shall be as shown on the drawings or as directed by the Engineer.

1101.1 PRE-CAST CONCRETE PAVING BLOCKS

Precast concrete blocks shall be hydraulically pressed, complying with BS 7263: Part 1. Blocks shall be laid in accordance with BS 7263: Part 2 to the required cross fall.

1102 MEASUREMENT AND PAVEMENT

Item: Precast Concrete Paving Blocks

Unit: m²

Precast concrete blocks shall be paid by the area measured on plan. The rate shall include for supplying, laying the bedding, jointing, compacting, laying at kerbs and radii and all the Contractor's obligations with respect to this clause.

7.12 - NATURAL MATERIAL SUBBASE AND BASE

1201 GENERAL

The Contractor shall, as directed by the Engineer, bench and compact the subgrade to 100 % MDD (AASHTO T99), provide, lay and compact material for subbase and base as directed by the Engineer and in accordance with Sections 5,12, and 14 of the Standard Specifications.

Notwithstanding any indications to the contrary in the Standard specification the Engineer will not make available to the Contractor any land for quarries, borrow pits, stockpiles and spoil areas, except for those areas in road reserves specifically approved by him.

The Contractor will be entirely responsible for locating suitable sources of materials complying with the Standard and Special Specifications, and for the procurement, Wining, haulage to site of these materials and all costs involved therein. Similarly, the Contractor will be responsible for the provision and costs involved in providing suitable areas for stockpiling materials and spoil dumps. The factual materials report issued with this bidding document is only a guide to borrow pits potentially suitable for supply of natural and lime/cement improved sub-base in connection with the Works. The Contractor may elect to use these or other sources if approved by the Engineer. The Contractors attention is drawn to the Standard and Special Specification Section 6 covering borrow pit operations

1203 MATERIAL REQUIREMENTS

Natural materials for base and subbase shall conform to the specifications given in Section 12 of the Standard Specifications for Road and Bridge Construction for cement and lime improved base and subbase.

1209 MEASUREMENT AND PAYMENT

Natural material for subbase and base shall be measured by the cubic metre placed and compacted upon the road calculated as the product of the compacted sectional area laid and the length.

7.15 - BITUMINOUS SURFACE TREATMENTS

PART A - GENERAL

1501A GENERAL

Details of the spray rates for bitumen and the spread rates for chippings will be directed by the Engineer but the under listed is anticipated and can be used for guidance purpose i.e.;

b) Bitumen Spray Rates

- 0.8 – 1.2 l/m² for the first seal at carriageway and shoulders

The Average Least Dimension (ALD) shall be determined in the field after crushing the rock for chippings and then determine the actual spray rates and chipping spread rates.

PART B - PRIME COAT AND TACK COAT

1502B MATERIALS FOR PRIME COAT AND TACK COAT.

For prime coat, the binder shall be a medium-curing cutback MC 30 unless otherwise directed by the Engineer.

The rate of spray of bituminous prime coat refers to the gross volume of the cutback bitumen, that is to say the volume of the bitumen plus diluents.

Prime coat shall be applied to gravel areas that are to receive double seal surface dressing or bituminous mixes as directed by the Engineer.

The binder for the tack coat shall be K1-70. A tack coat shall be applied over the full width of the surface of each bituminous material to receive a further bituminous layer. A tack coat shall also be applied to any prime coat, which has lost its adhesive properties due to contamination or long exposure or weathering before receiving the bituminous layer. Such an application shall be made without additional expense to the Employer unless it is required due to reasons outside the Contractor's control.

The rates of spray of the binder shall be as instructed by the Engineer and shall generally be within the range 0.8-1.2 litres/square metre.

1503B PREPARATION OF SURFACE

In addition to requirements of Clause 1503B of the Standard Specifications, the Contractor shall prepare and Repair Cracks, Edges, Potholes and Other Failures as follows: -

- Where instructed, the Contractor shall prepare areas for the repair of potholes, road edges and other repair areas by excavating off unsuitable or failed material and debris, trimming off excavated edges, cleaning and compacting the resulting surfaces and applying MC 30 or MC 70 cut-back bitumen prime coat and bitumen emulsion KI-70 tack coat, all as directed by the Engineer. Measurement and payment shall be made under the relevant item of Bill No 15.
- Where the surface repair on potholes and edges are to be carried out, Asphalt Concrete Type I (0/14 gradation) shall be used. Bituminous material for repair of failures and other repair areas shall be paid for under the relevant item of Bill No 16.

1503C SPRAY AND SPREAD RATES OF BITUMEN AND CHIPPINGS.

Spray and Spread Rates for bitumen and chippings cannot be calculated until samples of the chippings to be used are available for test.

After submission of samples and completion of laboratory tests on chippings and binder, the Contractor shall in the presence of the Engineer and the Chief Materials Engineer or representatives, lay trial sections of seal at various rates of spray and spread as directed by the Engineer and in accordance with clause 1503C of the Standard Specification.

Should any change occur in nature of source of chippings or bitumen, the Contractor shall advise the Engineer accordingly who will then decide if any revisions are required to the spray and spread rates.

If any changes are required, the Contractor shall carry out further trials as instructed by the Engineer.

Payment for binder and chippings will be based on the instructed spray and spread rates respectively.

7.16 - BITUMINOUS MIX BASES, BINDER COURSES AND WEARING COURSES

This section covers different types of bituminous mixes for base and surface (wearing and binder courses) and is divided into the following parts:-

Part A General

Part B Asphalt Concrete for Surfacing

Part C Dense Bitumen Macadam

PART A - GENERAL

1601A SCOPE

Part A comprises all the general requirements for bituminous mixes which also apply to Part B as well. Quality control, workmanship and equipment shall be to current international best practice.

1602A REQUIREMENTS FROM OTHER SECTIONS

The following sections of this Specification apply to Part B of this section and shall be read in conjunction therewith:-

Section 2	Materials and Testing of Materials
Section 3	Setting Out and Tolerances
Section 6	Quarries, Borrow Pits, Stockpile and Spoil Areas
Section 15	Bituminous Surface Treatments and Surface Dressing

1603A CONSTRUCTION PLANT

a) General

The Contractor shall submit to the Engineer in accordance with Section 1 of its Specification, full details of the construction plant he proposes to use and the procedures he proposes to adopt for carrying out the permanent works.

The Engineer shall have access at all times to construction plant for the purposes of inspection. The constructor shall carry out regular calibration checks in the presence of the Engineer and shall rectify forthwith any faults, which are found.

All construction plant used in the mixing, laying, and compacting of bituminous mixes shall be of adequate rated capacity, in good working condition, and shall be acceptable to the Engineer. Obsolete or worn-out plant will not be allowed on the work.

b) Mixing Plant

Bituminous materials shall be mixed in a plant complying with ASTM Designation D995 and shall be located on the Site unless otherwise agreed by the Engineer. It shall be equipped with at least three bins for the storage of heated aggregates and a separate bin for filler. All bins shall be covered to prevent the ingress of moisture.

The plant may be either the batch -mix type or the continuous -mix type and shall be capable of regulating the composition of the mixture to within the tolerances specified in Clause 1614A of this Specification.

The bitumen tank shall be capable of maintaining its contents at the specified temperature within a tolerance of 5°C and a fixed thermometer easily read from outside the tank. Any bitumen, which has been heated above 180°C or has suffered carbonization from prolonged heating shall be removed from the plant and disposed of.

c) Laying Plant

The self-propelled spreader finisher shall be fitted with electronic level control devices, and level control shall be from tensioned wire supported at every 5m intervals or levelling beam, as tried on site and subsequently approved by the Engineer.

c) Compaction Plant

The Contractor shall provide sufficient rollers of adequate size and weight to achieve the specified compaction. Prior to commencing the laying of bituminous mixes in the permanent works, the Contractor shall carry out site trials in accordance with Section 2 of this Specification to demonstrate the adequacy of his plant and to determine the optimum method of use and sequence of operation of the rollers.

It is important to achieve as high a density as possible at the time of construction and it is expected that vibrating rollers will be required to produce the best results. However, it is essential that thorough pre-construction trials are carried out to ensure that:-

(i) The roller is set up to have the optimum amplitude and frequency of vibration for the particular material being laid

(ii) That the roller does not cause breakdown of the aggregate particles.

(iii) That the optimum compaction temperatures are established which allow compaction without causing ripple effects or other distortions of the surfacing.

1604A PREPARATION OF SURFACE

Immediately before placing the bituminous mix on the pavement, the existing surface shall be cleaned of all material and foreign matter with mechanical brooms or by other approved methods. The debris shall be deposited well clear of the surface to be covered.

Any defect of the surface shall be made good and no bituminous mix shall be laid until the Engineer has approved the surface.

If instructed by the Engineer a tack coat shall be applied in accordance with Section of this Specification. If the Engineer considers a tack coat is required prior to laying the bituminous mix or between layers of the bituminous mix, due solely to the Contractor's method of working, then such tack coat shall be at the Contractor's expense.

7.17 - CONCRETE WORKS

1703 MATERIALS FOR CONCRETE

This work shall consist of placing selected approved material of 250 mm minimum diameter on the foundation put after excavation to receive levelling concrete in accordance with these specifications and in conformity with the lines, grades and cross sections shown on the Drawings as directed by the Engineer.

(a) Materials

Selected rock: The selected rock boulders to be placed for this work shall be hard, sound and durable quarry stones as approved by the Engineer. Samples of the stone to be used shall be submitted to and approved by the Engineer before any stone is placed.

The maximum size of the stone boulders shall be 300 mm.

(b) Construction Method

After completion of the structural excavation the surface of the loose soil shall be levelled and compacted. Then the stone of the above sizes shall be placed in one layer of 250 mm over the compacted bed where the bottom slab will rest. Coarse sand shall spread to fill up the voids in the stone boulders, and compaction with vibratory compactors should be performed to make this layer dense whereon a concrete of levelling course shall be placed.

(c) Measurement and Payment

Measurement for the bedding materials shall be made in cubic metres for the completed and accepted work, measured from the dimension shown on the Drawings, unless otherwise directed by the Engineer.

Payment for the bedding Materials for Levelling Concrete Works shall be full compensation for furnishing and placing all materials, all labour equipment, tools and all other items necessary for proper completion of the work in accordance with the Drawings and specifications and as directed by the Engineer.

Add the following for fine aggregate

It shall also meet the following requirements.

	Method	Requirement
Fineness Modulus	AASHTO M6	2.0-3.5
Sodium Sulphate Soundness loss on 5 cycles	AASHTO T104	10% Max.
Friable particles content	AASHTO T112	1% Max.
Test for organic impurities	AASHTO T21	Lighter than standard
Sand equivalent	AASHTO T17	75% Min.
Fraction passing 75 micron sieve	AASHTO T27	5% by weight max. (10% max. for crusher dust)

Add the following for coarse aggregate

The coarse aggregate shall conform to the following quality requirements:

	Test Method	Requirement
Sodium Sulphate Soundness loss on 5 cycles	AASHTO 104	12% max.
Los Angeles Abrasion	AASHTO T96	40% Max.
Content of Friable Particles	AASHTO T112	1% by weight Max.
Soft Fragments and Shale	AASHTO M80	Max. 5% by weight
Flaky Pieces	BS 812	20% Max.
Elongated pieces	BS 812	20% Max.
Combined quantity of chlorides calculated as sodium chloride and sulphates as sodium sulphate	ASTM D1411	1000 ppm, Max.

Add the following to Clause 1703(g):

The water for mixing and curing concrete shall not contain solids and impurities more than the following permissible limits:

Impurities	Permissible Limits
Organic, mg/l	200
Inorganic, mg/l	3000
Sulphates (as SO ₄), mg/l	500
Chlorides (as Cl), for plain cement concrete work and 1000 mg/l for reinforced concrete work mg/l	2000

The pH value of work shall generally be between 6 and 8.

Add the following to Clause 1703:

(iii) Limits for Total Chemical Impurities in concrete

For reinforced concrete work the total chemical impurities collected from aggregates, cement, admixtures and water shall not exceed the following limits:

Impurities	Permissible limits of undesirable chemicals in concrete in percentage by weight of cement
Chlorides (as Cl ion), (%)	0.06
Sulphates (as SO ₃), (%)	4.0

1703A LEVELLING OF CONCRETE FOR BOTTOM SLAB INCLUDING FORMWORK COST

This work shall consist of placing and levelling lean or blinding concrete Class 15/20 over the prepared bed of stone boulders in the foundation for bottom slab and wing walls in accordance with these specifications and in conformity with the lines, grades, thickness and typical cross-sections shown on the drawings unless otherwise directed by the Engineer.

(a) Materials for levelling concrete

Requirement for the concrete class 15/20 is specified as follows:

Design compressive strength, 28 days	:	15 N/mm ²
Maximum size of coarse aggregate	:	20 mm
Maximum cement content	:	300 kg/m ³

Maximum water/cement ratio of 50% with slump of 80 mm

(b) Construction Method

The bed of stone boulders upon which the levelling concrete will be placed shall be smooth, compacted and true to the grades and cross-section shall be set to the required lines and grades.

(c) Measurement and payment

Measurement for levelling concrete (Class 15/20) shall be made in cubic metres completed and accepted levelling concrete work measured in place and which has been executed in accordance with the drawings and the Specifications.

Payment for this work shall include furnishing and placing all materials, labour, equipment and tools, and other incidentals to specifications and as directed by the Engineer.

1703B REINFORCEMENT BARS FOR WALLS AND SLABS

This work shall consist of furnishing, fabricating and placing in the concrete of the bottom slab, top slab, median wall, sidewalls, wing walls and aprons, reinforcing bars of the quality, type and size in accordance with these specifications and in conformity with the requirements shown on the Drawings.

(a) Material

Reinforcement bars shall be deformed and shall meet the requirements of British Standard BS 4449, unless otherwise called for on the drawings or approved by the Engineer.

No reinforcement bar shall be delivered without a certificate guaranteeing the yield stress. The reinforcement bars shall be kept off the ground, free from dirt, oil, grease, or avoidable rust and stored within a building or provided with suitable covers.

If it is necessary for the Engineer to ascertain the quality of the reinforcement bars, the Contractor shall test the reinforcement bars, at his own expense, by the means as directed by the Engineer.

(b) Construction Method

(i) Bar Bending Schedule

The Engineer shall provide the Contractor with bending schedules showing the location types, sizes, bending dimensions and cut lengths of the reinforcement bars required to be fixed in the works.

(ii) Cutting and bending

Qualified men shall be employed for the cutting and bending and proper application shall be provided for such work.

Bars shall be cut and bent cold to the dimensions indicated and with equipment and methods approved by the Engineer.

Stirrups and tie bars shall be bent around a pin having a diameter not less than 15 times the minimum diameter of the bars. Bends of other bars, where full tension in the bar may occur, shall be made around a pin having a diameter not less than 7.5 times the bar diameter as shown on the drawing.

Reinforcing bars shall be accurately formed to the shapes and dimensions indicated on the Drawings, and shall be fabricated in a manner that will not be injurious to the materials.

(c) Placing

Reinforcing bars shall be accurately placed in proper position so that they be firmly held during placing of concrete.

Bars shall be tied at all intersections by using annealed iron wire 0.9 m or larger diameter or suitable clips.

Distances from the formwork shall be maintained, corrected by means of metal hangers, metal blocks, metal supports or other supports approved by the Engineer.

The Engineer shall inspect the formwork and reinforcement bars after placing. When a long time has elapsed after placing reinforcement bars, they shall be cleaned and inspected again by the Engineer before casting concrete.

(d) Splicing and Joint

When it is necessary to splice reinforcement bars at points, position and methods of splicing shall be determined based on strength calculations and approved by the Engineer.

In lapped splices, the bars shall be lapped by the required length, and wired together at several points by using annealed iron wire larger than 0.9 mm.

When a long time has elapsed after placing reinforcement bars, they shall be cleaned and inspected again by the Engineer before placing concrete.

(e) Joint

Exposed reinforcement bars intended for bonding with future extensions shall be effectively protected from injury and corrosion.

Oxyacetylene welding joint of reinforcing steel shall be carried out only if authorized by the Engineer in writing.

(f) Measurement and Payment

Bending and installation of reinforcement bars of piers and abutments shall be measured in terms of tonnes. The length of steel bar of each size will be shown on the drawings in which the bar length for splicing is excluded. In computing the weight to be measured, the theoretical weights of bars of the cross-section shown on the Drawings or authorized shall be used. These weights are given in the table below.

Bar Type and the Nominal Diameter in Millimetres	Weight of Bar in Kilograms per 12 m length of bar
T10	7.40
T12	10.66
T16	18.95
T20	29.60
T25	46.30
T32	75.80

1703C FORMWORK FOR VERTICAL WALLS AND SLABS

This work shall consist of all temporary moulds for forming the concrete for culvert walls and slabs together with all temporary construction required for their support. Unless otherwise directed by the Engineer all formwork shall be removed on completion of the walls and slabs.

(a) Materials

Formwork shall be made of wood or metal and shall conform to the shape, lines and dimensions shown on the Drawings.

All timber shall be free from holes, loose material, knots, cracks, splits and warps or other defects affecting the strength or appearance of the finished structure.

Release agents shall be either neat oils containing a surface activating agent, cream emulsions, or chemical agents to be approved by the Engineer.

(b) Construction Method

(i) Formworks

Formwork shall be designed to carry the maximum loads, which may be imposed and so be rigidly constructed as to prevent deformation due to load, drying and wetting, vibration and other causes. After formwork has been set in correct location it shall be inspected and approved by the Engineer before the concrete is cast.

If requested, the Contractor shall submit to the Engineer working drawings of the formwork and also calculations to certify the rigidity of the formwork.

Unless otherwise described in the Contract, all form joints for exposed surfaces of concrete shall form a regular pattern with horizontal and vertical lines continuous throughout each structure and all construction joints shall coincide with these horizontal and vertical lines. PVC pipes of 50 mm diameter for weep holes shall be arranged as shown on the Drawings.

Unless otherwise specified, formwork shall be designed to form chamfers at all external corners whether or not such chamfers are shown on the Drawings to prevent cracks and other damage from arising.

The inside surface of forms shall be cleaned and coated with a releasing agent to prevent adhesion of the concrete. Release agents shall be applied strictly in accordance with the manufacturer's detailed instructions. The release agent shall be applied to the formwork prior to erection. Release agent must not come into contact with reinforcement. Immediately before concrete is cast, the formwork shall be thoroughly cleaned and freed from sawdust, shavings, dust, mud or other debris by hosing with water. Temporary openings shall be provided in the formwork to drain away the water and rubbish.

(ii) Scaffolding

All scaffolding required to support the formwork shall be designed and constructed to provide necessary rigidity and support the loads without appreciable deflection or deformation.

Details, plans and structural and flexural calculations for scaffolding shall be submitted to the Engineer for approval, but in no case shall the Contractor be relieved of his responsibility for the results obtained by use of these details.

(iii) Removal of formwork

The time at which the formwork is removed shall be the Contractor's responsibility and the formwork shall not be removed until the concrete strength has reached the strength to the approval of the Engineer

(c) Measurement and Payment

No measurement shall be allowed for formwork of temporary construction joints.

Payment for the formwork shall be incidental to the pay items of particular grade of concrete for furnishing, erecting, jointing all the formwork for the concrete including furnishings and applying release agent, and construction of the required scaffolding to support the formwork all conforming to the shape, lines, grade and dimensions of the structure as shown on the Drawings, all in accordance with the Drawings and as directed by the Engineer.

1703D CONCRETE WORKS TO VERTICAL WALLS AND SLABS

This work shall consist of furnishing, mixing, delivering and placing of the concrete for the construction of culvert walls and slabs in accordance with these specifications and in conformity with the requirements shown on the Drawings.

Concrete class 25/20 shall be used for Culvert walls and slabs.

(a) Concrete Materials

(i) Cement:

Cement shall be of Portland type and shall conform to the requirements of BS EN 197 or equivalent.

The Contractor shall select only one type or brand of cement. Changing of the type or brand of cement will not be permitted without a new mix design approved by the Engineer. All cement is subject to the Engineer's approval. However, approval of cement by the Engineer shall not relieve the Contractor of his responsibility to furnish concrete of the specified compressive strength requirements.

Conveyance of cement by jute bags shall not be permitted. Storage in the Contractor's silo or storehouse shall not exceed more than two (2) months and age of cement after manufacture at mill shall not exceed more than four (4) months. The Contractor shall submit to the Engineer for his approval the result of quality certificate prepared by the manufacturer.

Whenever it is found out that cement has been stored too long, moist or caked, the cement shall be rejected and removed from the project.

(b) Aggregates

Fine and coarse aggregates must be clean, hard, strong and durable, and free from absorbed chemicals, clay coating or materials in amounts that could affect hydration, bonding, strength and durability of concrete.

Grading of aggregates shall conform to the requirements in the tables below.

(i) Grading of Fine Aggregate

Sieve Size (mm)	Percentage by Weight Passing
10	100
5	89 - 100
2.5	60 - 100
1.2	30 - 100
0.6	15 - 54
0.3	5 - 40
0.15	0 - 15

(ii) **Grading of Coarse Aggregates**

Size Coarse Aggregate	Amounts finer than each standard sieve percentage by weight							
				0				

Other requirements for aggregates are as detailed below.

(iii) **Fine Aggregates**

Fitness Modulus, AASHTO	M - 6
Sodium Sulphate Soundness, AASHTO T104:	Max. 10% loss
Content of Friable Particles AASHTO 112:	Max 1% by weight
Sand Equivalent, AASHTO T176:	Min. 75

(iv) **Coarse Aggregate**

Abrasion, AASHTO T96	Max 405 loss
Soft Fragment and shale, AASHTO M80:	Max. 5% by weight
This and elongated Pieces, AASHTO M80:	Max. 15%

(v) **Water**

All sources of water to be used with cement shall be approved by the Engineer. Water shall be free from injurious quantities of oil, alkali, vegetation matter and salt as determined by the Engineer.

(vi) **Admixture**

Only admixture, which have been tested and approved in the site laboratory through trial mixing for design proportion shall be used.

Before selection of admixture, the Contractor shall submit to the Engineer the specific information or guarantees prepared by the admixture supplier. The Contractor shall not exclude the admixture from concrete proportions.

Chemical admixtures where permitted shall conform to the requirements of AASHTO M194. Unless otherwise specified, only Type A (Water reducing), Type B (Retarding), Type D (Water reducing and retarding), Type F (Water reducing, high range) or Type G (Water reducing, high range and retarding) shall be used.

Admixtures containing Chloride ion (Cl) in excess of one percent by weight of the admixture shall not be used in reinforced concrete.

A Certificate of Compliance signed by the manufacturer of the admixture shall be furnished to the Engineer for each shipment of the material used in the works.

(c) Concrete class 25/20

Concrete Class 25/20 shall be used for culvert walls and slabs. The requirements of concrete Class 25/20 are provided as follows unless otherwise the Engineer will designate any alteration.

Design compressive strength, 28 days: 25N/mm²
Maximum size of coarse aggregates: 20 mm
Maximum water/cement ratio of 45% with slump of 80 mm

(d) Proportioning Concrete

The Contractor shall consult with the Engineer as to mix proportions at least thirty (30) days prior to beginning the concrete work. The actual mix proportions of cement, aggregates, water and admixture shall be determined by the Contractor under supervision of the Engineer in the site laboratory.

The contractor shall prepare the design proportions which has 120% of the strength requirement specified for the designated class of concrete.

No class of concrete shall be prepared or placed until its job-mix proportions have been approved by the engineer.

(e) Concrete Work

(i) Batching

Batching shall be conducted by weight with accuracy of:

Cement	:	0.5 %
Aggregate	:	0.5 %
Water and Admixture:		1 %

Equipment should be capable of measuring quantities within these tolerances for the smallest batch regularly used as well as for larger batches.

The accuracy of batching equipment should be checked every month in the presence of the Engineer and adjusted when necessary.

(ii) Mixing and delivery

Slump of mixed concrete shall be checked and approved at an accuracy of +25 mm against designated slump in these specifications.

(iii) Concrete in hot weather

No concrete shall be placed when the ambient air temperature is expected to exceed thirty three degrees Celsius (33°C) during casting operations.

(iv) Concreting at night

No concrete shall be mixed, placed or finished when natural light is insufficient, unless an adequate approved artificial lighting system is operated; such night work is subject to approval by the Engineer.

(v) Placing

In preparation of the placing of concrete, the interior space of formwork shall be cleaned and approved by the Engineer prior to casting concrete. All temporary members except tie bars to support formwork shall be removed entirely from the formwork and not buried in the concrete. The use of open and vertical chute shall not be permitted unless otherwise directed by the engineer.

The Contractor shall provide a sufficient number of vibrators to properly compact each batch immediately after it is cast in the formwork.

(f) Measurement and Payment

Measurement for the Concrete Works Class 25/20 of culvert walls and slabs shall be made in cubic metres for the walls and slabs actually constructed, measured from their dimensions shown on the drawings. Payment for the Concrete Works (Class 25/20) of culvert walls and slabs shall be the full compensation for furnishings all materials of the concrete mixing, delivering, placing and curing the concrete, equipment and tools, labour and other incidentals necessary for the completion of the work in accordance with the Drawings and these specifications and as directed by the Engineer.

7.20 - ROAD FURNITURE

2001 ROAD RESERVE BOUNDARY POSTS

Road reserve boundary posts shall be provided as directed by the Engineer and in compliance with Standard Specification clause 2001. They shall be placed at 50m intervals along the boundary of the road reserve.

2003 EDGE MARKER POSTS

Edge marker posts shall be provided as directed by the Engineer and in compliance with the requirements of Standard Specification clause 2003

2004 PERMANENT ROAD SIGNS

Permanent Road Signs shall be provided as directed by the Engineer and in compliance with the requirements of the "Manual for Traffic Signs in Kenya" Part II and standard Specification clause 2004.

2004B EXISTING ROAD SIGNS

Where directed by the Engineer, the Contractor shall take down road signs including all posts, nuts, bolts and fittings, and remove and dispose of the concrete foundation and backfill the post holes. The signs shall be stored as directed by the Engineer.

Measurement and payment for taking down road signs shall be made by the number of signs of any type and size taken down, cleaned and stored as directed.

2005 ROAD MARKING

Paint for road marking shall be Epoxy paint – Solvent base paint and applied in two coats with a reflective finish achieved by sprinkling Ballotini beads on to the wet paint film or by thoroughly dispersing Ballotini beads in the paint prior to application. To be applied by airless or air assisted equipment and by roller/brush.

The rates inserted in the Bills of Quantities for road marking shall include for prior application of approved tack coat.

2008 PEDESTRIAN RAILING

Pedestrian safety barriers shall comply with the requirement of BS 3049. The steel tubing and wire mesh shall be primed with zinc chromate or equal suitable for galvanizing, undercoat and finished with not less than two coats of permanent outdoor enamel of white paint.

2007 KERBS

(a) Vertical Joints

Vertical joints between adjacent kerbs shall not be greater than 5 mm in width and shall mortar consisting of 1:3 cement: sand by volume.

b) Transition between flush and raised kerbs

The transition between flush and raised kerbs (e.g. at bus bays) shall be termed as ramped kerbs and shall occur within a length of 2.0m.

B: SOLAR TECHNICAL SPECIFICATION

A. SCOPE OF WORK:

The scope in brief will be as follows-

1. Survey of Sites, designing, supply, installation & commissioning of Integrated Solar Street Light Systems including necessary civil work for construction of RCC Foundation as per design and specifications approved by Engineer. Bidder shall have to take approval of the engineering documents, Bill of Materials and samples from Project Engineer prior to commencement of the work. Three years' unconditional onsite warrantee for manufacturing defects shall be required for each of the system after successful commissioning and proper handing over.
2. The scope of work shall also include the followings:
 - Survey of Sites, Submission of site clearance certificate where the Solar Street Light Systems are to be installed. A layout plan of the site should also be submitted clearly indicating the identified location for installation of Integrated Solar Lights.
 - Supply, installation & commissioning of Solar Street Light System of required capacities as per design and specifications approved by Engineer.
 - Providing User Manuals and Warrantee Cards to end user.

- Unconditional onsite warrantee for manufacturing defects for Three years' faultless operation, assure inventory for maintenance.
- Providing Prompt Service Facilities to customers/ beneficiaries.
- Risk liability of all personnel associated with implementation and realization of the project.
- Training of at least two persons nominated by user, on the various aspects of design and maintenance of the offered system after commissioning of the system.
- The eligible sub-contractor shall maintain sufficient inventory of the spares to ensure that the system can be made functional within 2 days from the communication of breakdown of the system during currency of the warrantee period. If in case, the concerned contractor fails to rectify the defects or replace the non-functional component of the system, end user reserves the rights to make the system functional through any other eligible sub-contractor and the cost of the same will be borne from the concerned sub-contractor.
- The sub-contractor shall run the system on trial basis and shall closely monitor the performance of the system before handing over the system.
- Performance Guarantee Test: Successful performance guarantee test to demonstrate the rated capacity of Solar Street Light System as per norms shall have to be conducted by sub-contractor in presence of representatives of end user, if required.

B. TECHNICAL SPECIFICATIONS:

A standalone solar photovoltaic street lighting system (SLS) is an outdoor lighting unit used for illuminating a street or an open area. The Solar Street Light System consists of solar photovoltaic (SPV) module, a luminary, storage battery, control electronics, inter-connecting wires/cables, module mounting pole including hardware and in-built battery. The luminary is based on White Light Emitting Diode (W-LED), a solid state device which emits light when electric current passes through it. The luminary is mounted on the pole at a suitable angle to maximize illumination on the ground. Electricity generated by the PV module charges the battery during the day time which powers the luminary from dusk to dawn. The system lights at dusk and switches off at dawn automatically.

DETAILED SPECIFICATIONS:

1. Type - I: Specifications.

15 Watt Solar Led Street Lamp Integrated

Solar Panel Power: 18V 30W (High efficiency monocrystalline silicon)

Battery Type: High efficiency LiFePO4 Battery

LED Power: 12V 20W

Luminous Flux: 1800Lm(TYP)

Lifespan: 50,000hrs

Beam Angle: 120°

Charging Time: 6-8 hours

Lighting Time (Full Power): 10-12hours

Lighting saving mode: 3-4 rainy days

Mounting Height: 4-6m

Single or Double Arm Lighting

Distance Between Lights: 10-15m

Solar Light Material: Aluminum alloy

Warranty: 3 years

2. Type - II: Specifications.

60W Solar All in One Street Light: Integrated Design/Free Maintenance/Easy Installation/Environmental Friendly

Solar Panel Power: 18V 60W (High efficiency monocrystalline silicon)

Battery Type: High efficiency LiFePO4 Battery

LED Power: 30W

Luminous Flux: 4200Lm(TYP)

Lifespan: 50,000hrs

Wide Beam Angel

Charging Time: 6-8 hours

Lighting Time (Full Power): 12-14hours

Lighting saving mode: 3-4 rainy days

Mounting Height: 5-7m

Single or Double Arm Lighting

Suggested Distance Between Lights: 20-25m

Material: Aluminum

Warranty: 3 years

3. Type - III: Specifications.

80W All In One Solar Street Light

Integrated design low maintenance and easy installation

Solar Panel Power: 36V 110W (High efficiency monocrystalline silicon)

Battery Type: High efficiency LiFePO4 Battery

LED Power: 24-36V 80W

Luminous Flux: 11200Lm(TYP)

Lifespan: 50,000hrs

Beam Angel: 70°

Charging Time: 6-8 hours

Lighting Time (Full Power): 12-14hours

Lighting saving mode: 3~4 rainy days

Mounting Height: 8-10m

Suggested Distance Between Lights: 30-35m

Material: aluminum

Warranty:3 years

PV MODULE:

- The PV module should have crystalline silicon solar cells and must have a certificate of testing conforming to ISO, IEC 61215 Edition II / BIS 14286 from an NABL or IECQ accredited Laboratory.
- The power output of the module should be as per the above specification sheet mention for each Light Type.
- The module efficiency should not be less than 14 %
- There should be a Name Plate fixed inside the module which will give:
Name of the Manufacturer or Distinctive Logo.
Model Number.
Serial Number.
Year of manufacture.
- Panel frame must be made of cast aluminum capable of withstanding severe weather conditions

BATTERY:

- High efficiency LiFePO4 Battery concealed under the PV module
- Battery pack should have proper 'Battery management System' (BMS) for cell balancing, over charge and over temperature protection.
- Battery should conform to the latest BIS/IEC/ International standards.
-

LIGHT SOURCE:

- The light source will be a white LED type.
- The colour temperature of white LED used in the system should be in the range of 5500°K-6500°K.
- W-LEDs should not emit ultraviolet light.
- The light output from the white LED light source should be constant throughout the duty cycle.
- The lamps should be housed in a vandal and water proof aluminum case suitable for outdoor use.

- The temperature of heat sink should not increase more than 20°C above ambient temperature during the dusk to dawn operation.

ELECTRONICS:

- The total electronic efficiency should be at least 90 %.
- Charge controller should be MPPT Type.
- Electronics should operate at an appropriate voltage suitable for proper charging of the battery.
- The PV module itself should be used to sense the ambient light level for switching ON and OFF the lamp. The light should be capable of operating on energy saving mode that will include total power of on prolonged no movement within the lighting radius.
- The PCB containing the electronics should be capable of solder free installation and replacement.
- Necessary lengths of wires/cables, switches suitable for DC use and fuses should be provided.

ELECTRONIC PROTECTIONS:

- Adequate protection is to be incorporated under “No Load” conditions e.g. when the lamp is removed and the system is switched ‘ON’.
- The system should have protection against battery overcharge and deep discharge conditions.
- The System should have protection against short circuit conditions.
- Protection for reverse flow of current through the PV module(s) should be provided.
- Adequate protection should be provided against battery reverse polarity.
- Load reconnect should be provided at 80% of the battery capacity status.

MECHANICAL COMPONENTS:

- A corrosion resistant metallic frame structure should be fixed on the pole to hold the SPV module and the luminaire.
- The frame structure should have provision so that the module can be oriented at the suitable tilt angle.
- Pole should be Hot dip galvanized pipe as per IS1161 & IS4736 i.e. Class B.
- The pole should have the provision to hold the luminaire.
- The battery shall be either included in the luminaire enclosure, which should be water proof (IP 65) and corrosion resistant or outside the luminaire enclosure in a vented, acid proof and corrosion resistant, hot dip galvanized metallic box (IP 65) with anti-theft locking arrangement for outdoor use.

INDICATORS:

- The system should have two indicators, green and red.
- The green indicator should indicate the charging under progress and should glow only when the charging is taking place. It should stop glowing when the battery is fully charged.
- Red indicator should indicate the battery “for low battery and fault” condition.

QUALITY AND WARRANTY:

- The street lighting system (including the battery) will be warranted for a period of three years from the date of supply.
- The PV module(s) will be warranted for a minimum period of 25 years from the date of supply. The PV modules must be warranted for their output peak watt capacity, which should not be less than 90% at the end of Ten (10) years and 80% at the end of Twenty-five (25) years.

- The Warranty Card to be supplied with the system must contain the details of the system.

C: LANDSCAPE IMPLEMENTATION SPECIFICATIONS

LANDSCAPE PLANTING SPECIFICATIONS

1. DESCRIPTION OF WORK

Work required for this project is indicated on the drawings as provided by the Landscape Architect.

2. QUALITY OF WORKMANSHIP

There shall be at least one site foreman present at all times during execution of this portion of the work. The foreman shall be thoroughly familiar with the type of materials being installed and methods for installation. The foreman shall direct all work performed under this section.

In all cases, botanical names shall take precedence over common names, except where botanical names are not used. All plants shall be true to name.

The landscape contractor should notify the Landscape Architect in the event that they are not familiar with a particular plant name.

3. PRODUCT HANDLING

A. DELIVERY AND STORAGE

The plant materials should be adequately protected before, during and after installation.

All plants delivered to the job site should be of the minimum size and description as specified in the plant section of the bill or quantities. They should be in their original containers and should be intact at the time of landscape architect's inspection and landscape contractor's use.

The landscape contractor shall use all means necessary to protect plant materials before, during and after installation.

B. APPLICABLE STANDARDS

The landscape contractor will provide the landscape architect with proof that the materials or workmanship or both, meet the specified standards, when required.

The materials and workmanship supplied shall meet the specified quality.

The proof will be required to be copies of certified report tests conducted by a testing agency approved for that purpose by the landscape architect.

Construction materials for the hard landscape will be of the specified standard and shall be carried out by the main contractor.

All items delivered to the work site should be of the standards specified and should be inspected and approved by the landscape architect before use. Any landscaping materials which do not comply with the specified requirements shall be removed from the site immediately. The landscape contractor will provide specified standards associated with known agencies and organizations.

The landscape architect reserves the right to reject items incorporated into the work which fail to meet the specified minimum requirements.

In the event of damage, the landscape contractor will immediately make all repairs and replacements necessary to the approval of the landscape architect and at no additional cost to the clients.

4. SOFT LANDSCAPE

A. MANURE AND SOIL

All soils and manures specified in the Landscape Bill of Quantities should be of the highest quality. Manure must be dry, well-rotted cow/goat manure. Red soil must be good quality top soil. The planting mixes must be very well combined together and approved by the landscape architect before use.

B. TREE PLANTING AND TREE STAKES

The tree stakes should be installed as per the tree staking detail issued by the Landscape Architect. Wooden stakes for supporting trees shall be of sound wood of uniform shape and size, reasonably free of knots, insects and fungi, and capable of standing in the ground for at least two (2) years.

Provide rough-sawn tree stakes, 50mm x 50mm. The height of the stake should be no less than 600mm higher than the plant/tree and should go into the ground at least 600mm deep. All trees to have two number ties each fixed to approved methods and standards.

C. PLANT MATERIALS

All plant materials provided should be as indicated on the drawings and in the plant section of the bills of quantities.

Supplying and planting of any plant material includes the digging of holes, provision of topsoil and soil additives, supplying the plants of specified size with roots in the specified manner, the labor of planting, fertilizing, mulching, staking and maintenance.

The landscape contractor shall locate plant material resources and ensure that plant materials are delivered on site in a timely manner for installation.

E. OTHER PLANT MATERIALS

Any additional plants which are not specifically described but are required for a complete and proper installation, shall be as selected and approved by the landscape architect.

5. INSPECTION

The landscape contractor must examine the areas and conditions under which work of this section will be performed. Conditions detrimental to the proper and timely completion of the work must be corrected. Do not proceed until unsatisfactory conditions have been corrected and approved by the landscape architect.

6. SPREADING OF TOP SOIL

The landscape contractor shall grade the topsoil to the approved standard and depth. Grading of topsoil shall be done to a minimum depth of 500mm in shrub bed areas as shall be indicated in the Landscape Architectural detail drawings. The landscape contractor shall ensure that the sub-soil shall be broken up to a depth of 300mm by hand fork.

Under no circumstances must the landscape contractor carry out these works when the soil is saturated or in an unworkable condition. Any poor quality sub-soils arising from the landscape operation, such as tree pit excavation, etc., must be taken away from site.

All subsoil must be broken up as described and the landscape contractor must remove from the site all stones and any other foreign objects which are uncovered during digging of planting holes.

Final levels and grading will be performed properly by the landscape contractor. The landscape contractor is to check that the levels in all planting areas are satisfactory and have been approved by the landscape architect prior to commencing landscape works.

All raised planters shall be back-filled with specified top soil and manure mix to within a specified depth of the planter top as per the Landscape Architect's drawings. The back-fill must be free of any materials, roots, cement stones and any other foreign objects.

7. FINE GRADING

The landscape contractor shall then level the soil to fine grade for planting subject to the landscape architect's approval. The completed work will conform to the lines, grades and elevations indicated.

Top soils shall be free of pests and weeds.

Perform all fine grading required upon completion of finish grading and as described in planting areas. The landscape contractor must ensure that the natural slope of the land avoids any dishing or other depressions where water may collect. The landscape contractor shall obtain the landscape architect's approval of fine grading and bed preparation before doing any planting.

8. PLANTING TREES AND SHRUBS

Planting may occur at any time throughout the year as long as sufficient additional water or rainfall is supplied to ensure the survivability of plants in transit and newly installed plants.

The documents submitted by the subcontractor shall mention all plants not available and the sizes, species or quantity available as scheduled at the time of tendering.

GENERAL

Regularly water all nursery stock in containers and place them in a cool area protected from sun and winds.

A. EXCAVATION OF PITS

Locations for all plants and outlines for planting areas shall be staked on the ground by the landscape

contractor for approval by the landscape architect before any plant pits or plant beds are dug.

The landscape contractor shall ensure that this work will not interfere with or damage any part of the existing cables, pipes, or other services above or below ground levels. Any damage to the existing services caused by the landscape contractor shall be rectified at his own expense. Setting out dimensions should be followed at all times.

The base of the pit excavation must be loosened to a depth of 150mm to allow penetration of water.

For planting of palms and trees (Category A), excavate a pit 1200mm in diameter and 1200mm deep. See tree planting detail issued.

For planting of shrubs (Category B), excavate a pit 450mm in diameter and 450mm deep. See shrub planting detail issued.

For planting of groundcovers (Category C), excavate a pit 250mm in diameter and 250mm deep. See groundcover detail issued.

B. PLANTING PHOENIX PALMS

i) Imported Phoenix Palms

The palm tree pits should be prepared in time to receive the imported palms.

The palms should be in good condition and should be well cleaned of any mould and/or dust, at the time of planting. They should not have any rotten leaves or roots.

The planting mixture should contain soil and manure at a ratio of 20% and sand at a ratio of 80%. The planting media should be well compacted and staked to the Landscape Architect's detail.

Fill holes with back-fill mixture consisting of well-mixed 4 parts sand and one part approved manure and redsoil mix by volume as per the detail issued by the Landscape Architect.

Watering should be done adequately and consistently. Avoid overwatering.

Should the Phoenix palms be locally sourced, follow the procedure laid out in Part C. below.

C. PLANTING OF SHRUBS AND TREES

Trees provided should be a minimum height of no less than 2m

Shrubs provided should be a minimum height of no less than 600-750mm

All plants heights/sizes must be as described in the Landscape Bill of Quantities.

Fill holes with back-fill mixture consisting of well-mixed 3 parts soils and one part approved manure by volume as per the detail issued by the Landscape Architect. The excess excavated soil must be removed and good top-soil added in its place to refill the hole.

Fill to proper height to receive plant and thoroughly tamp before setting the plant.

Set the plant in upright position in the centre of the hole, and compact the backfill mixture around the ball or roots.

Thoroughly water each plant when the hole is 2/3 full.

After watering, tamp the soil in place until the surface of the backfill is level with the surrounding area and the top of the plant's soil level is at finish grade of the surrounding area.

Build up a temporary water basin around the base of each tree and shrub, except in raised planters.

D. PLANTING OF GROUND COVER

PREPARATION

Rake existing soil smooth and free from all soil lumps, rocks, sticks, and other deleterious materials

PLANTING

Space ground cover plants as indicated on the drawings.

Plant only in soil that is moist but friable, never wet or soggy.

9. **HARD LANDSCAPE**

A. **600 X 600 X 50MM CONCRETE SLABS**

Concrete slabs for maintenance access should be provided within the landscape at the Roundabouts. They shall be laid as per the Landscape Architect's detail.

10. INSPECTION

In addition to normal progress inspections, the landscape architect will schedule and conduct the following formal inspections:

- Inspection of plants in containers/plant bags prior to planting
- Inspection of plant locations, to clarify compliance with the drawings
- Practical completion inspection after completion of planting
- Practical completion inspection may be conducted within 1 week of completion of planting
- Final inspection at the end of the maintenance period, provided all previous deficiencies have been corrected.

11. MAINTENANCE

Maintain all planting, starting with from the time they are brought to site continuing through to the maintenance period after all is complete and approved by the Landscape Architect. The maintenance period shall be 6 months free of charge maintenance during the Defects Liability Period upon practical completion.

All watering, weeding, cultivating, spraying and pruning necessary to keep the plant materials in a healthy growing condition and to keep planted areas neat, attractive and free of weeds during the maintenance period.

Provide all equipment and means for carrying out watering including proper application of water in those areas not equipped with any watering systems. Watering shall be done using a bowser

at night subject to Client's approval so that watering will not affect regular operations and traffic movement along the street.

Protect all planted areas against damage, including erosion and trespassing, by providing and maintaining proper safeguards.

12. REPLACEMENTS.

By the end of the maintenance period, all plant materials should be in a healthy growing condition. In the event of any probability of drying, immediately replace the affected plant with a new and healthy one of the same type and size, without any additional cost to the Client.

13. EXTENSION OF MAINTENANCE PERIOD

The landscape contractor will be expected to continue with the maintenance during the Defect's Liability Period at no additional cost to the Client until all previously noted deficiencies have been rectified, at which time the final inspection will be carried out and the contractor released from the site.

D: EXTERNAL WORKS SPECIFICATION

ARCHITECT OF ENGINEER

Whenever the word 'Engineer' is used in these descriptions of materials and workmanship, it shall, where appropriate, be read and construed as the 'Architect', Landscape Architect or, as the 'Civil Engineer' in which instance the Landscape Architect or Engineer shall be deemed vested with the duties of and be the representative of the Architect.

DISCREPANCIES IN DESCRIPTIONS

Descriptions of materials and workmanship contained in the Bills of Quantities measured items shall take precedence over descriptions contained in appendices in the event of discrepancies between the two, unless the Engineer shall otherwise direct.

TESTS AND SAMPLES

Unless otherwise described in the Bills of Quantities, the Contractor will be responsible for the costs involved in testing materials as described hereinafter. He will also be responsible for all the costs involved in supplying samples of materials or workmanship as required hereinafter to the satisfaction of the Engineer. The cost of replacing materials fixed or placed in position which do not comply with the required test results or approved samples shall be borne solely by the Contractor.

KENYA STANDARDS

All materials and goods supplied for incorporation in the works must comply with any relevant current standards issued by the Kenya Bureau of Standards.

GENERAL

The provisions of other sections of this Specification shall, where appropriate, apply to this section. The works shall be executed in accordance with consultant drawings and designs.

CONCRETE PIPES

Concrete pipes and fittings shall conform to B.S. 556 and shall have ogee or spigot and socket joints as specified in the drawings or as directed by the Engineer.

PVC SOIL SYSTEM

The Contractor shall supply and fix PVC soil pipes and fittings as indicated in the drawings. Pipes and fittings shall be in accordance with the relevant BS including BS 4514 and fixed to the manufacturer's specifications and any other particular specifications that may be issued by the Engineer during the construction period.

EXCAVATION

The excavation shall be made true and even to falls, the bottom being trimmed to the correct levels and well rammed. The minimum width of the trench at the bottom shall be the external width of the pipe plus 300mm. Wherever soft places in excavated areas are encountered, the Contractor shall excavate such soil to a hard foundation and replace with hard filling before any drains are laid. Any trenches excavated in error to a greater depth than required shall be backfilled to the required level with hard filling at the Contractor's own expense.

DRAIN RUNS

Surface water drains are to be to the diameters and of the materials as shown on the drawings, laid in straight lines and with uniform falls to the levels indicated. No alterations to the sizes, falls and runs shown on the drawings are to be made without previous consent.

JOINTING CONCRETE PIPES

Joints are to be made with best quality gaskin dipped in cement grout immediately prior to use, caulked in, and finished off to not more than one third the depth of the socket.

Pipe runs are to be laid dry and jointed in one operation with cement and sand (1:2) trowelled to

a smooth face at an angle of 45 degrees to the pipes, and properly cored as the work proceeds.

Where an approved proprietary spigot and socket pipe is used, joints shall be made in accordance with the manufacturer's instructions.

BACKFILLING

No backfilling shall be carried out until drains, manholes and chambers etc., have been tested and approved. The whole of the backfilling shall be properly consolidated and shall be put back in 250mm layers. No mechanical rammers may be used until at least 600mm of consolidated material has been returned over the pipes. Only approved material may be used for backfilling. Where pipes are unprotected by concrete haunching, the first operation in filling shall be to handpack and tamp selected fine material around the lower half of the pipes to buttress them to the sides of the trench.

In the case of pitch fibre and plastic pipes, the first filling shall completely cover the pipe and shall be of material free from stones or hard material which would be retained on a 25mm sieve.

TESTING NEW DRAINS

All surface water drains will be tested to 1500mm head of water. No drains are to be covered in or further proceeded with until such test has been made, repeated as necessary, and passed by the Architect and Local Authority.

After passing the test the head of water is to be maintained until the concrete bed, haunching or covering is complete. Immediately prior to completion of the Contract the main and branch drains shall be tested by passing through them a ball or disc 6mm less in diameter than the bore of the pipe, and the water test repeated, as required by the Architect and Local Authority.

PROTECTION OF WORK

The drains are to be laid to suit the general progress of the building work and at such times and in such a manner as to be adequately protected against damage and deterioration. The whole of the work is to be maintained and handed over in a sound and clean condition on completion of the Contract.

INVERT BLOCK DRAINS

Precast concrete invert blocks and side slabs shall be formed of concrete (Grade 20) to the dimensions shown on the drawings. Each course of side slabs required in the Bills of Quantities shall be interpreted as one complete row of side slabs to one side of the channel concerned. Drains should not normally be laid to a radius of less than 10 times the actual width of the drain.

Invert block drains shall be constructed in the positions and to the levels and dimensions shown on the drawings and laid to true line and even fall. Where underfilling is required it shall be in 100mm maximum thickness layers of compacted gravel. The earth sides to such channels shall

be neatly finished to a slope of 1 to 1 or such other slope as the Architect may direct.

Invert blocks and side slabs shall be laid on a 75mm minimum thickness of compacted gravel and be neatly jointed with cement mortar (1:3) as the work proceeds. The rates included in the Bills of Quantities shall include for excavation, gravel bedding, providing, laying and jointing invert blocks, refilling and disposal of surplus all as specified and all in-situ connections in concrete of the appropriate Grade specified.

On completion, all drains, manholes, etc. shall be flushed from end to end with water and left clean and free from obstructions and deleterious matter.

ROAD GULLIES

Gullies shall be masonry gullies constructed from 225mm building stone and rendered internally. The rates included in the Bills of Quantities shall include for excavation, provision of all materials, making junctions with connections to main drains, accurate setting of frames to line and level, refilling and disposal of surplus materials.

Concrete filled gulley grating of size shown on the drawings shall be used as the cover.

KERBS, CHANNELS AND QUADRANTS

Precast concrete kerbs channels and quadrants shall be bedded and jointed in 12mm thick cement mortar (1:3) on concrete (1:3:6 - 40mm) foundation of dimensions shown on the drawings. Immediately after being laid, the kerbs and quadrants shall be haunched on back face to half their height in concrete (1:3:6 - 40mm) to the dimensions shown on the drawings.

The exposed face of kerbs and quadrants shall be not less than 100mm nor more than 105mm above the channel of the road except where it is necessary to provide an artificial fall in the channel. The exposed surfaces of the kerbs, channels and quadrants shall conform to the required gradients and curves in vertical plane and to the required plan.

Kerbs, channels and quadrants shall conform to the requirements of B.S. 340. No joint shall exceed 12mm in width. All units shall be laid true to line and level and any unit found to be more than 3mm out of line or level at either end shall be lifted and relaid.

PRECAST CONCRETE PAVING SLABS

Unless otherwise shown on the drawings or directed, precast concrete paving slabs shall comply with B.S. 368 with minimum strength.

WEED KILLER

The finished formation of the footways and roads shall, where directed by the Architect, be sprayed with a persistent total herbicide 'Telvar' W or other equal and approved, at the rate of 4 Kg per hectare. The application shall be evenly sprayed in a high volume of water at about 100

to 200 litres per hectare.

PRECAST CONCRETE BLOCKS PAVING

Precast Concrete block paving shall be laid in sand on properly prepared and compacted sub-base as for in-situ concrete or asphalt concrete.

Blocks shall be fitted close together in a pattern approved by the Architect and boundaries shall be restrained by edge channels or kerbs before vibrating begins.

Blocks thickness and characteristic strengths shall be as measured in the Bills of Quantities.

Blocks shall be laid by hand 20 to 30mm above finished level on levelled, unconsolidated sand 50mm thick before compaction and the paving shall be compacted using a plate vibrator. Fine sand shall be brushed into the joints before and after compacting.

After compacting the surface level shall be within 5mm of the specified level and the level of any two adjacent blocks shall not differ by more than 2mm.

PRIME COST AND PROVISIONAL SUMS PREAMBLES

The Contractor shall include the Prime Cost and Provisional Sums for each Bill in his tender. These sums shall be expended as directed by the Architect or deducted in whole or in part if not required. Work executed in respect of Provisional Sums shall be measured and valued by the Quantity Surveyor in accordance with the Conditions of Contract.

The Contractor will be responsible for the administration of all Nominated Suppliers in accordance with the Conditions of Contract and will be required to arrange an approved programme for delivery of materials with each firm.

The Contractor will be responsible for the supervision and administration of all Nominated Sub-Contractors in accordance with the Conditions of Contract and will be required to arrange an approved programme with each firm.

The Contractor shall allow for general attendance upon Nominated Sub-Contractors and for affording them all reasonable specific attendance and facilities for carrying out their works simultaneously with his own and shall add to prime cost sums for each or all of the following items or any other item which he considers necessary :-

Profit and overhead cost

Supplying all necessary full size setting out templates

Giving all necessary dimensions and taking responsibility for their accuracy.

Unloading or assistance in unloading of materials, getting in and hoisting in position
Providing all necessary working space and providing space for storage accommodation which the Nominated Sub-Contractors will erect for themselves.

Allowing the free and full use of all scaffolding, ladders, hoists, trestles, scaffold boards

and all plant of a similar nature belonging to or provided by the Contractor while it remains erected on the site. Any further scaffolding required shall be the Nominated Sub-Contractor's responsibility and he shall pay the cost thereof unless otherwise stated. Supply of water and supply of temporary lighting and of electric power, as more specifically described in Bill No. 1 under 'Water for the Works' and 'Lighting and Power for the Works' respectively.

Providing all necessary latrine accommodation as more specifically described in Bill No. 1 under 'Sanitation of the Works'.

Removing and replacing duct covers, pipe casings etc., as necessary for the execution and testing of Nominated Sub-Contractor's work.

Provision is made after each Prime Sum Cost for the pricing of the foregoing under two headings:-

'Add for Profit' should include (a)

'Allow for Attendance' should include (b) to (i) and any other expenses involved in compliance with the preambles of this Appendix.

Builder's work in connection has been measured separately unless otherwise described or unless any particular Sub-Contractor has been instructed to execute his own builder's work. Where work in connection is required from the Contractor, he must obtain particulars of positions in which chases, holes, mortices, etc., will be required so as to avoid unnecessary cutting away. No claim will be considered for the extra cost of cutting away work already built as a result of the Contractor's failure to obtain sufficient particulars beforehand.

Any percentage addition made by the Contractor against an item of 'Add for Profit' beneath a Prime Cost Sum will be deducted from the Contract Sum and in lieu thereof he will be paid the said percentage of the actual amount directed to be expended in respect of that particular Prime Cost Sum.

SECTION VII – BILL OF QUANTITIES

5.1 General

Notes for preparing Bills of Quantities

5.1.1 The objectives of the Bills of Quantities are;

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

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

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

(a) Preliminaries.

The preliminaries should indicate the inclusiveness of the unit prices, and should state the methods of measurement which have been adopted in the preparation of the Bill of Quantities and which are to be used for the measurement of any part of the Works.

The number of preliminary items to be priced by the tenderer should be limited to tangible items such as site office and other temporary works, otherwise items such as security for the Works which are primarily part of the Contractor's obligations should be included in the Contractor's rates.

(b) Work Items

(i) The items in the Bills of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities.

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

(iii) The following units of measurement and abbreviations are recommended for use.

<i>Unit</i>	<i>Abbreviation</i>	<i>Unit</i>	<i>Abbreviation</i>
cubic meter	m ³ or cu m	millimeter	mm
hectare	ha	month	mon
hour	h	number	nr
kilogram	kg	square meter	m ² or sq m
lump sum	sum	square millimeter	mm ² or sq mm
meter	m	week	wk
metric ton	t		
(1,000 kg)			

(iv) The commencing surface should be identified in the description of each item for Work involving excavation, boring or drilling, for which the commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for Work involving excavation for which the excavated surface is not also the final surface. The depths of Work should be measured from the commencing surface to the excavated surface, as defined.

(c) Daywork Schedule

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

- (i) a list of the various classes of labour, and materials for which basic Day work rates or prices are to be inserted by the tenderer, together with a statement of the conditions under which the Contractor will be paid for Work executed on a Day work basis; and
- (ii) a percentage to be entered by the tenderer against each basic Day work Subtotal amount for labour, materials and plant representing the Contractor's profit, overheads, supervision and other charges.

(d) Provisional Quantities and Sums

- (i) Provision for quantity contingencies in any particular item or class of Work with a high expectation of quantity overrun should be made by entering specific "Provisional Quantities" or "Provisional Items" in the Bill of Quantities, and *not* by increasing the quantities for that item or class of Work beyond those of the Work normally expected to be required. To the extent not covered above, a general provision for physical contingencies (quantity overruns) should be made by including a "Provisional Sum" in the Summary of the Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a "Provisional Sum" in the Summary of the Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.
- ii). Provisional sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialised Works should be included as a section of the main Bills of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate the name (s) of the specialised firms he proposes to engage to carry out the specialized Works as his approved domestic sub- contractors. Only provisional sums to cover specialized Works by statutory authorities should be included in the Bills of Quantities.

(e) Summary

- (i) The Summary should contain a tabulation of the separate parts of the Bills of Quantities carried forward, with provisional sums for Daywork, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) where applicable.

5.2: BILL OF QUANTITIES AND SCOPE OF WORKS.

DETAILED BILL OF QUANTITIES IS ATTACHED AS APPENDIX 1

**AS THE WORKS INVOLVES COMPLETION OF OUSTANDING WORKS,
BIDDERS ARE HIGHLY ENCOURAGED TO VIEW SAMPLES OF KEY
MATERIALS THAT HAS ALREADY BEEN APPROVED FOR PURPOSES OF
STANDARDIZATION AND UNIFORMITY IN EXECUTING THE REMAINING
WORKS.**

**SAMPLES ARE AVAILABLE AT CENTRAL BANK OF KENYA HEAD OFFICE
IN NAIROBI – PROJECT OFFICE**

**THE DATE SET FOR SAMPLE VIEWING IN ON 20TH APRIL, 2022 AT
11:00AM**

PART III - CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

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

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

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

General Conditions of Contract

A. General

1. Definitions

1.1 Bold face type is used to identify defined terms.

- a) **The Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- b) **The Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- c) **The Adjudicator** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- e) **Compensation Events** are those defined in GCC Clause 42 hereunder.
- f) **The Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- g) **The Contract** is the Contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- h) **The Contractor** is the party whose Bid to carry out the Works has been accepted by the Procuring Entity.
- i) **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Procuring Entity.
- j) **The Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- k) **Days** are calendar days; months are calendar months.
- l) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- m) **A Defect** is any part of the Works not completed in accordance with the Contract.
- n) **The Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- o) **The Defects Liability Period** is the period **named in the SCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
- p) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- q) **The Procuring Entity** is the party who employs the Contractor to carry out the Works, **as specified in the SCC**, who is also the Procuring Entity.
- r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

- s) **“In writing” or “written”** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- t) The Initial Contract Price is the Contract Price listed in the Procuring Entity's Letter of Acceptance.
- u) **The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- v) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- w) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- x) **The Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- y) **SCC** means Special Conditions of Contract.
- z) **The Site** is the area of the works as **defined as such in the SCC**.
- aa) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- bb) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- cc) **The Start Date** is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- dd) **A Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- ee) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- ff) **A Variation** is an instruction given by the Project Manager which varies the Works.
- gg) **The Works** are what the Contract requires the Contractor to construct, install, and turn over to the Procuring Entity, **as defined in the SCC**.

2 Interpretation

- 21 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 22 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 23 The documents forming the Contract shall be interpreted in the following order of priority:
 - a) Agreement,
 - b) Letter of Acceptance,
 - c) Contractor's Bid,
 - d) Special Conditions of Contract,
 - e) General Conditions of Contract, including Appendices,
 - f) Specifications,
 - g) Drawings,
 - h) Bill of Quantities⁶, and
 - i) any other document **listed in the SCC** as forming part of the Contract.

⁶In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

3. Language and Law

- 31 The language of the Contract is English Language and the law governing the Contract are the Laws of Kenya.
- 32 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Procuring Entity's Country when
 - a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

4. Project Manager's Decisions

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

5. Delegation

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

6. Communications

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

7. Subcontracting

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

8. Other Contractors

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

9. Personnel and Equipment

- 91 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 92 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.
- 93 If the Procuring Entity, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

10. Procuring Entity's and Contractor's Risks

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

11. Procuring Entity's Risks

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

- a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
- b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

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

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

12. Contractor's Risks

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

13. Insurance

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

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

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

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

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

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

14. Site Data

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

15. Contractor to Construct the Works

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

16. The Works to Be Completed by the Intended Completion Date

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

17. Approval by the Project Manager

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

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

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

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

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

18. Safety

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

19. Discoveries

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

20. Possession of the Site

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

21. Access to the Site

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

22. Instructions, Inspections and Audits

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

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

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

23. Appointment of the Adjudicator

- 231 The Adjudicator shall be appointed jointly by the Procuring Entity and the Contractor, at the time of the Procuring Entity's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request.
- 232 Should the Adjudicator resign or die, or should the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

24. Settlement of Claims and Disputes

241 Contractor's Claims

- 24.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 24.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clause shall apply.
- 24.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 24.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record- keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.
- 24.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
- a) this fully detailed claim shall be considered as interim;
 - b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
 - c) the Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.
- 24.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 24.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause
- 24.1.8 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the

additional payment (if any) to which the Contractor is entitled under the Contract.

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

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

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

242 Amicable Settlement

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

243 Matters that may be referred to arbitration

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

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

244 Arbitration

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

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

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

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

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

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

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

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

24.4.9 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the

Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

245 Arbitration with National Contractors

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

- 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

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

246 Alternative Arbitration Proceedings

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

247 Failure to Comply with Arbitrator's Decision

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

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

248 Contract operations to continue

24.8.1 Notwithstanding any reference to arbitration herein,

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

25. Fraud and Corruption

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

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

B. Time Control

26. Program

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

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

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has

been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

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

27. Extension of the Intended Completion Date

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

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

28. Acceleration

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

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

29. Delays Ordered by the Project Manager

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

30. Management Meetings

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

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

31. Early Warning

311 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.

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

C. Quality Control

32. Identifying Defects

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

33. Tests

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

34. Correction of Defects

- 341 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 342 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

35. Uncorrected Defects

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

D. Cost Control

36. Contract Price⁷

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

37. Changes in the Contract Price⁸

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

38. Variations

- 381 All Variations shall be included in updated Programs⁹ produced by the Contractor.
- 382 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 383 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.
- 384 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.

⁷In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:

36.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

⁸In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:

The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

⁹In lump sum contracts, add "and Activity Schedules" after "Programs." ¹⁰In lump sum contracts, delete this paragraph.

- 385 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning
- 386 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work
- 387 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
 - c) a description of any effect(s) of the change on performance/functionality.
- 388 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:
- a) accelerate the contract completion period; or
 - b) reduce the Contract Price or the life cycle costs to the Procuring Entity; or
 - c) improve the quality, efficiency, safety or sustainability of the Facilities; or
 - d) yield any other benefits to the Procuring Entity, without compromising the functionality of the Works.
- 389 If the value engineering proposal is approved by the Procuring Entity and results in:
- a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the SCC** of the reduction in the Contract Price; or
 - b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

39. Cash Flow Forecasts

- 391 When the Program¹¹, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

40. Payment Certificates

- 401 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 402 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 403 The value of work executed shall be determined by the Project Manager.
- 404 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed¹².
- 405 The value of work executed shall include the valuation of Variations and Compensation Events.
- 406 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 407 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (which would be the tender price), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: *(corrected tender price – tender price)/tender price X 100*.

41. Payments

- 41.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

42. Compensation Events

42.1 The following shall be Compensation Events:

- d) The Procuring Entity does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- e) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- f) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- g) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- h) The Project Manager unreasonably does not approve a subcontract to be let.
- i) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- j) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons.
- k) Other contractors, public authorities, utilities, or the Procuring Entity does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- l) The advance payment is delayed.
- m) The effects on the Contractor of any of the Procuring Entity's Risks.
- n) The Project Manager unreasonably delays issuing a Certificate of Completion.

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

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

¹¹In lump sum contracts, add "or Activity Schedule" after "Program."

¹²In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

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

43. Tax

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

44. Currency of Payment

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

45. Price Adjustment

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

$$P = A + B I_m/I_o$$

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

A and B are coefficients¹³ **specified in the SCC**, representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable and I_m is the index prevailing at the end of the month being invoiced and I_o is the index prevailing 30 days before Bid opening for inputs payable.

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

46. Retention

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

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

47. Liquidated Damages

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

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

48. Bonus

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

49. Advance Payment

491 The Procuring Entity shall make advance payment to the Contractor of the amounts stated in the **SCC** by the

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

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

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

50. Securities

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

51. Dayworks

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

512 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.

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

52. Cost of Repairs

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

E. Finishing the Contract

53. Completion

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

54. Taking Over

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

55. Final Account

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

¹³The sum of the two coefficients A and B should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the non-adjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other non-adjustable components. The sum of the adjustments for each currency are added to the Contract Price.

56. Operating and Maintenance Manuals

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

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

57. Termination

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

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

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

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

574 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.

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

58. Payment upon Termination

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

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

59. Property

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

60. Release from Performance

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

SECTION IX - SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A. General	
GCC 1.1 (q)	The Procuring Entity is Central Bank of Kenya, P. O. Box 60000-00200, Nairobi.
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be three(3) months
GCC 1.1 (x)	The Project Manager is <i>to be specified in the contract</i> , Central Bank of Kenya, P. O. Box 60000-00200, Nairobi.
GCC 1.1 (z)	The Site is located at Nairobi CBD and is defined in drawings No N/A
GCC 1.1 (cc)	The Start Date shall be agreed upon at the time of signing the contract.
GCC 1.1 (gg)	The Works consist of: Upgrading and restoration of: Central median paved islands; roundabouts; Pedestrian walkways; Refurbishment of existing bridge; Installation of sculptures and monuments; Solar street lighting; Speed tables.
GCC 2.2	Sectional Completions are: N/A
GCC 5.1	The Project manager <i>may</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: N/A
GCC 9.1	Key Personnel GCC 9.1 is replaced with the following: 9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. [insert the name/s of each Key Personnel agreed by the Procuring Entity prior to Contract signature.]
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: <i>Kshs. 1,000,000.00.</i> (b) For loss or damage to Equipment: <i>Kshs. 1,000,000.00.</i> (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: <i>Kshs. 1,000,000.00</i> (d) for personal injury or death: (i) of the Contractor's employees: <i>Kshs. 1,000,000.00.</i> (ii) of other people: <i>Kshs. 1,000,000.00.</i>
GCC 14.1	Site Data are: <i>[To be stated in the contract]</i>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 20.1	The Site Possession Date(s) shall be: <i>[To be stated in the contract]</i>
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: <i>[N/A]</i> .
	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>[N/A]</i> .
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within fourteen days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is 14days.
	The amount to be withheld for late submission of an updated Program is amount in the subsequent certificate.
C. Quality Control	
GCC 34.1	The Defects Liability Period is 180 days.
D. Cost Control	
GCC 38.9	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be <i>_N/A_ %</i> .
GCC 44.1	The currency of the Procuring Entity's Country is Kenya Shillings.
GCC 45.1	The Contract <i>is not</i> subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients <i>does not</i> apply.
	The coefficients for adjustment of prices are:
	(a) <i>[insert percentage]</i> percent nonadjustable element (coefficient A).
	(ib) <i>[insert percentage]</i> percent adjustable element (coefficient B).
GCC 46.1	(c) The Index I for shall be <i>[insert index]</i> .
	The proportion of payments retained is five percent(5%) of each payment certificate
GCC 47.1	The liquidated damages for the whole of the Works are <i>0.05 percent of the contract amount</i> per day. The maximum amount of liquidated damages for the whole of the Works is 5percent of the final Contract Price .
GCC 48.1	This clause will not be applicable in the contract
GCC 49.1	The Advance Payments shall be to a maximum of 20% of the contract amount less the provisional amount. It shall be paid at the discretion of the procuring entity and against an advance payment bank guarantee (Demand bank Guarantee). Where advance payment is allowed it shall be paid to the Contractor no later than 30days upon receipt of acceptable bank guarantee.
GCC 50.1	The Performance Security shall be inform of Demand Bank Guarantee in the amount(s) of 5 percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount issued by a commercial bank registered by Central Bank of Kenya.
E. Finishing the Contract	
GCC 56.1	The date by which operating and maintenance manuals are required is immediately after acceptance of the works by the project Implementation Team. This clause will Not be Applicable

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	The date by which “as built” drawings are required is immediately after acceptance of the works by the project Implementation Team. This clause will Not be Applicable
GCC 56.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is <i>5percent of the contract amount</i> . This clause will Not be Applicable
GCC 57.2 (g)	The maximum number of days is 60 days.
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity’s additional cost for completing the Works, is <i>to be stated in the contract</i>

SECTION X: CONTRACTS FORMS:

FORM No 1: NOTIFICATION OF INTENTION TO AWARD

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

FORMAT

1. For the attention of Tenderer's Authorized Representative

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

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

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

This Notification is sent by (Name and designation) _____

3. Notification of Intention to Award

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

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

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

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

a) The successful tenderer

i) Name of successful Tender _____

ii) Address of the successful Tender _____

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

b) Other Tenderers

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

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

(Note a) State NE if not evaluated

5. How to request a debriefing

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

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: *[insert full name of person, if applicable]*
 - ii) Title/position: *[insert title/position]*
 - iii) Agency: *[insert name of Procuring Entity]*
 - iv) Email address: *[insert email address]*
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website info@ppra.go.ke or complaints@ppra.go.ke. You should read these documents before preparing and submitting your complaint.
- e) There are four essential requirements:
 - i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.

- ii) The complaint can only challenge the decision to award the contract.
- iii) You must submit the complaint within the period stated above.
- iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

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

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

Signature: _____ **Name:** _____

Title/position: _____ **Telephone:** ____ **Email:** _____

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

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 ofdated the...day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box 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 of20.....

SIGNED

Board Secretary

FORM NO 3: LETTER OF AWARD

[letterhead paper of the Procuring Entity] [date]

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

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

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

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring Entity.....

Attachment: *Contract Agreement*.....

FORM NO 4: CONTRACT AGREEMENT

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

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

The Procuring Entity and the Contractor agree as follows:

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year specified above.

Signed and sealed by _____ (for the Procuring Entity)

Signed and sealed by _____ (for the Contractor).

FORM NO. 5 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

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

_____ *[Insert date of issue]*

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

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

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

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

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

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM No. 6 - PERFORMANCE SECURITY

[Option 2– Performance Bond]

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

[Guarantor letterhead or SWIFT identifier code]

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

PERFORMANCE BOND No.: _____

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

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

SIGNED ON _____ on behalf of By ____ in the capacity of In the
presence of

SIGNED ON _____ on behalf of By ____ in the capacity of In the
presence of

FORM NO. 7 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

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

Date: _____ *[Insert date of issue]*

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

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

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

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

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

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

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

FORM NO. 8 - RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

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

Date: _____ [Insert date of issue]

Advance payment guarantee no. [Insert guarantee reference number]

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

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

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

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

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

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

FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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

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

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

Tender Reference No.: _____ [insert identification no]

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

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

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

Details of beneficial ownership

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

OR

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

OR

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

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

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

the Tenderer}]”

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

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

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

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

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

**5.2: DETAILED BILL OF
QUANTITIES AND SCOPE OF
WORKS.**

Bills of Quantities

Proposed Upgrade of Haile Selassie Avenue

Tender No.CBK/098/2021-2022

Central Bank of Kenya

April 2022

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	AMOUNT (KSHs.)						
	<u>BILL NO. 1</u> <u>PRELIMINARIES AND GENERAL CONDITIONS</u> A. <u>NAMES OF PARTIES</u> The following names will be inserted in the Articles of Agreement: <table><tr><td>The Employer</td><td>The Central Bank of Kenya, P.O. Box 60000 - 00200, Nairobi.</td></tr><tr><td>The Project Manager/ Architects</td><td>The Central Bank of Kenya, P.O. Box 60000 - 00200, Nairobi.</td></tr><tr><td>The Quantity Surveyor</td><td>The Central Bank of Kenya, P.O. Box 60000 - 00200, Nairobi.</td></tr></table> B. <u>FURTHER DEFINITIONS OF TERMS</u> The terms, phrases and abbreviations shall be deemed to have the following meanings wherever used hereinafter and in all Contract documents. <u>'Structural and Civil Engineer'</u> for this project shall be as nominated by the Employer. For the purpose of the structural and civil engineering works, the Structural and Civil Engineer shall be deemed vested with the duties of and be the representative of the Project Manager, except in respect of variations which involve the Contract Sum. <u>'Electrical Engineer'</u> for this project shall be as nominated by the Employer. For the purpose of the electrical engineering works, the Electrical Engineer shall be deemed vested with the duties of and be the representative of the Project Manager, except in respect of variations which involve the Contract Sum.	The Employer	The Central Bank of Kenya, P.O. Box 60000 - 00200, Nairobi.	The Project Manager/ Architects	The Central Bank of Kenya, P.O. Box 60000 - 00200, Nairobi.	The Quantity Surveyor	The Central Bank of Kenya, P.O. Box 60000 - 00200, Nairobi.	
The Employer	The Central Bank of Kenya, P.O. Box 60000 - 00200, Nairobi.							
The Project Manager/ Architects	The Central Bank of Kenya, P.O. Box 60000 - 00200, Nairobi.							
The Quantity Surveyor	The Central Bank of Kenya, P.O. Box 60000 - 00200, Nairobi.							
		Shs.						

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	AMOUNT (KSHs.)
	<u>'Landscape Architect and Urban Designer'</u> for this project shall be as nominated by the Employer. For the purpose of the landscaping and urban design works, the Landscape Architect and Urban Designer shall be deemed vested with the duties of and be the representative of the Project Manager, except in respect of variations which involve the Contract Sum. <u>'Contractor'</u> shall mean the person or persons, partnership, firm or company, whose tender for this work has been accepted, and who has or have, signed this Contract and shall include his or their heirs, executors, administrators, assigns, successors and duly appointed representatives. <u>'Works'</u> shall mean all or any portion of the work, materials and articles, wherever the same are being manufactured or prepared, which are to be used in the execution of this Contract and whether the same may be on the site or not. <u>'Approved'</u> shall mean approved by the Architect at his absolute discretion, <u>'Directed'</u> shall mean directed by the Architect at his absolute discretion. <u>'Selected'</u> shall mean selected by the Architect at his absolute discretion. <u>'m3'</u> shall mean cubic metre. <u>'m2'</u> shall mean square metre. <u>'m'</u> shall mean linear metre. <u>'mm'</u> shall mean linear millimetre. <u>'Kg.'</u> shall mean Kilogramme <u>'No.'</u> shall mean Number <u>'Prs.'</u> shall mean Pairs, <u>'Qty'</u> shall mean Quantitiy	
	Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	AMOUNT (KSHs.)
	<u>B.S.'</u> shall mean the current British Standard Specification published by the British Standards Institution, 2 Park Street, London, W.1., England. <u>K.S.'</u> shall mean the current Kenya Standard Specification published by the Kenya Bureau of Standards. <u>As described'</u> shall mean as described in the 'Descriptions of Materials and Workmanship' contained in the Appendices to these Bills of Quantities. <u>As before'</u> shall mean in all respects as earlier described in the same or a previous Bill. <u>Do.'</u> shall mean the whole of the preceding description except as qualified in the description in which it occurs. Where it occurs in descriptions of succeeding items it shall mean the same as in the first description of the series in which it occurs except as qualified in the description concerned. Where it occurs in brackets it shall mean the whole of the preceding description which is contained within the appropriate brackets. <u>Fix Only'</u> shall mean take delivery in Nairobi (unless otherwise stated), pay all demurrage and transport charges, load and transport to site where A. <u>GROUPED SIZES</u> Girths, depths or sizes grouped together in the Bills of Quantities item descriptions by means of hyphenated upper and lower limits shall be interpreted as 'exceeding' the lower limit and 'not exceeding' the upper limit. B. <u>DESCRIPTION OF SITE</u> The site of the proposed works is on Haile Selassie Avenue, Nairobi specifically from the Uhuru Highway roundabout to Moi Avenue roundabout.	
	Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	AMOUNT (KSHs.)
A.	The Contractor is recommended to visit the site and will be deemed to have satisfied himself with regard to the conditions of the site, He should also visit the Client office to view the samples of the paving blocks to be used in the project, the risk of injury to the property adjacent to the site, or to the occupiers of such property, the nature of the materials to be excavated and the conditions under which the works will have to be carried out, the supply of and conditions affecting labour and the facilities for obtaining the articles or materials referred to in these Bills of Quantities. No claim by the Contractor for additional payment will be allowed on the ground of any misunderstanding or misapprehension in respect of any such matter or otherwise. Any damage caused to existing accesses and roads must be made good as directed by and to the approval of the Project Manager. <u>DESCRIPTION OF THE WORKS</u> The works in this Contract comprise the construction and completion of the following:- 1. Demolition and alteration of existing structures 2. Pedestrian walkways 3. Paved areas at the building fronts. 4. Restoration of existing street parking and driveways 5. Central median 6. Obelisk at Moi Avenue roundabout 7. Bus stop shelters 8. Pavilion 9. Speed tables 10. Refurbishment of existing bridge 11. Street furniture 12. Signage 13. Landscaping 14. Solar street lighting.	
	Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	AMOUNT (KSHs.)
A.	<u>ACCESS TO SITE</u> Means of access to the site shall be agreed with the Local Authority and the Project Manager prior to the commencement of work. The Contractor must allow here for any temporary access roads required for the transport of all materials, plant and the workmen necessary for the complete execution of the works, removing same at completion and for making good and reinstating to the entire satisfaction of the Project Manager all works or services disturbed at the completion of the Contract. The Contractor must also allow for keeping the existing Public Highways and Roads clean and for making good all damage to the satisfaction of the Project Manager and Local Authority.	
B.	<u>AREA TO BE OCCUPIED BY THE CONTRACTOR</u> The area of the site which may be occupied by the Contractor for use as storage or for the erection of workshops etc. shall be defined on the site by the Project Manager and the Contractor must confine his activities to the areas so marked and must ensure that his own and his sub-contractors workmen do not trespass on the adjoining property or cause inconvenience to its occupiers.	
C.	<u>DRAWINGS</u> The Contractor will be deemed to have examined the drawings before tendering and to have satisfied himself regarding their details and regarding the nature and extent of the works and the method of construction involved. No claims arising out of misapprehension in these respects will be allowed. Drawings may be seen by appointment at the offices of the Project Manager during normal working hours. The works are to be executed in accordance with the drawings referred to in the Schedule of Drawings used for Bills of Quantities contained in Appendix 'A' to these Bills of Quantities together with Contract drawings and any drawings which may be supplied in amplification or amendment thereof.	
D.	<u>NOMINATED SUPPLIERS AND SUB-CONTRACTORS MATERIALS.</u> Nominated Sub-Contract and Nominated Supply Agreements if required will be finalised as soon as possible after the Contract has been signed. The Contractor will be deemed to have taken account of this in his allowance for the provision of space for storage of Nominated Sub-Contractors' materials and for the provision of storage facilities on or off site for Nominated Suppliers' materials until required.	
	Shs.	-

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	AMOUNT (KSHs.)
A. <u>VALUATION OF LUMP SUM PRELIMINARY COSTS</u> Lump sums entered in these Bills of Quantities against any item of Preliminaries and B. <u>PAYMENT FOR MATERIALS ON SITE</u> All materials for incorporation in the works must be stored on or adjacent to the site C. <u>COMPLIANCE WITH REGULATION NOTICES ETC.</u> The Contractor shall allow for paying all legally demandable fees, rates or taxes including VAT (currently rated at 16%), and those for hoardings and temporary buildings, and any other payments that the local authority may demand for normal construction work. No adjustment of the Contract Sum will be made in respect of such payments unless expressly stated to the contrary in these Bills of Quantities. The Contractor shall apply for, provide all transport necessary for, and pay all charges in connection with the Occupation Certificate. Documentation required for such Certificate(s) will be provided by the Project Manager. D. <u>INSURANCE(S) AND SECURITIES</u> The Contractor to provide the following insurances and securities as per the Conditions of the Contract. (i) Provide Bid Security. (ii) Provide Performance Security. (iii) Provide Insurance for the Works. (iv) Provide Insurance for Third Party. (v) Provide Insurance for Contractor's employees and loss or damage to equipment. E. <u>TOOLS, PLANT, ETC.</u> The Contractor shall allow for providing all ladders, tools, plant and transport required for the works, except in so far as may be specifically stated otherwise herein.	Shs.	-

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	AMOUNT (KSHs.)
A. <u>SAFETY, HEALTH AND WELFARE OF WORKPEOPLE</u> The Contractor shall allow for providing for the safety, health and welfare of workpeople and for complying with any relevant Ordinances, Regulations or Union Agreement. B. <u>NATIONAL INSURANCE AND PENSIONS</u> The Contractor shall allow for making any National Hospital Insurance Fund, National Social Security Fund payments due in respect of workpeople. C. <u>HOLIDAYS AND TRANSPORT FOR WORKPEOPLE</u> The Contractor shall allow for providing holidays and transport for workpeople and for complying with any relevant Ordinances, Regulations or Union Agreement. Time being of the essence in this Contract, however, the Contractor shall be deemed to have allowed for necessary overtime payments for workpeople who may be called to work during the Public and gazetted holidays. D. <u>TRAINING</u> The Contractor's attention is drawn to Legal Notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy on all contracts of more than Shs. 50,000/- in value and his tender must include for all costs arising or resulting therefrom. Proof of payment of this Training Levy will be required. E. <u>PROTECTION OF WORKS AND PERSONS</u> The Contractor shall allow for the protection of his own and his Sub-Contractor's work liable to damage, including provision of temporary roofs, gutters, drains, etc. if necessary and shall case-up, cover, or in other suitable ways protect all finished work liable to injury, to the satisfaction of the Project Manager until completion of the Contract.	Shs.	-

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	AMOUNT (KSHs.)
A.	<u>SITE SECURITY</u> From the beginning to the completion of the contract, the works, shall be under the entire care and control of the Contractor, who shall take all possible precautions to prevent any nuisance, inconvenience or injury to the works and holders or occupiers of surrounding properties and to the public generally, and shall at all times keep all paths and roads affected by the works in a safe and clear state, and shall use proper precautions to ensure the safety of all wheeled traffic and pedestrians. The Contractor shall allow for providing all watching, lighting, barriers, covering open trenches and protect the works, including Sub-Contract works, as may be necessary for the safety of the works and for the protection of the public and his own and Sub-Contractors' employees. In the event of any damage or loss occurring to the works, or to materials or to any sewers, gullies, drains, paths, or other works on the site in temporary possession of the Contractor for the purpose of this Contract, either from the weather, want of proper protection, defects, theft, insufficiency of the works, or any other cause whatsoever during the progress of the works, or for any accident or damage to property or persons by reason of the said works, the Contractor alone shall be responsible and shall without extra charge, make good all damage and pay all costs incurred. B. <u>STANDARDS LEVY AND STANDARDS ACTS</u> The Contractor's attention is drawn to legal notice No. 267 of 1990 which requires payment by Contractors of an annual Standards Levy and his tender must include for all costs arising or resulting therefrom. C. <u>POLICE REGULATIONS</u> The Contractor shall allow for complying with any relevant police regulations. D. <u>WORKING HOURS</u> The working hours shall be those generally operated by good employers in the building Industry. No concrete work shall be carried out at night or on gazetted holidays unless the Project Manager shall so direct. Other works shall be executed at the discretion of the Contractor. E. <u>PROCEDURE, TIME FOR COMPLETION AND SECTIONAL COMPLETION</u> The Contractor shall proceed with the works in such manner and such order as the Project Manager may direct. Time for completion of the works is of the essence of the Contract. Within the overall completion period quoted by the Contractor on the Form of Tender phased and sectional completion of the works if found desirable will be required as soon as possible.	
	Shs.	-

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	AMOUNT (KSHs.)
A.	The agreement with the Project Manager of a realistic phased programme for completion if found desirable will be an essential pre-condition of acceptance of any tender and this agreed programme will become a Condition of the signed Contract. Liquidated and ascertained damages will be administered on the basis of this agreed programme(s). <u>PROGRAMME AND PROGRESS</u> The Contractor shall furnish to the Project Manager, within 14 days, for approval and display in the site offices, a programme and progress chart devised in such a way that the previously agreed contractually enforceable lined programme is shown and progress can be marked up as the work proceeds. The Contractor shall keep this chart up to date at all times. If required by the Project Manager this chart shall be generated and up-dated by an approved computer program. Approval by the Project Manager of the programme shall not relieve the Contractor of any of his obligations under the Contract. The Contractor shall not without the Project Manager consent make any material alteration to the approved programme. If the Project Manager decides that progress does not match the programme, he may order the Contractor to revise the programme. The Contractor shall thereafter revise the programme to show the modifications necessary to ensure completion of the works by the Date of Practical Completion. The Project Manager shall notify the Contractor if the Project Manager decides that the rate of progress of the works, or any section, is too slow to meet the Date for Practical Completion and that this is not due to a circumstance for which the Contractor is entitled to an extension of time under the Contract. Following receipt of such a notice the Contractor shall take such steps as may be necessary, and as the Project Manager may approve, to remedy or mitigate the likely delay, including revision of the programme. The Contractor shall not be entitled to any additional payment for taking such steps. <u>BLASTING OPERATIONS</u> Blasting will not be allowed.	
	Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	AMOUNT (KSHs.)
A.	<u>DAYWORKS</u> The Project Manager may, if in his opinion it is necessary or desirable, order in writing that any additional or substituted work shall be executed on a Daywork basis. The Contractor shall then be paid for such work in accordance with Daywork rates and percentage additions as inserted hereafter in these bills of quantities. The Contractor shall furnish to the Project Manager all receipts or vouchers as may be necessary to prove the amounts paid and before ordering materials shall submit to the Project Manager quotations for the same for his approval. In respect of all work executed on a Daywork basis the Contractor shall, during the continuance of such work, deliver each day to the Project Manager a list in duplicate of the names, occupation and time of all workmen employed on such work and a statement also in duplicate showing the description and quantity of all materials and plant used thereon or therefor (other than plant which is included in the percentage addition on net amount of wages). One copy of each list and statement will, if correct or when agreed, be signed by the Project Manager and returned to the Contractor. At the end of each month the Contractor shall deliver to the Project Manager a priced statement of the labour, material and plant (except as aforesaid) used and the Contractor shall not be entitled to any payment unless such lists and statements have been fully and punctually rendered. Provided always that, if the Project Manager shall consider that for any reason the sending of such list or statement by the Contractor in accordance with the foregoing provision was impracticable, he shall nevertheless be entitled to authorise payment for such work either as Daywork (on being satisfied as to the time employed and plant and materials used on such work) or at such value thereof as he shall consider fair and reasonable.	
B.	<u>WATER FOR THE WORKS</u> The Contractor shall allow for providing all temporary water supplies required for the works, including Sub-Contract works, together with all necessary storage tanks, meters and distribution systems for the same and must allow for bearing all expenses incurred and paying for all water consumed without charge to any Sub-Contractor. Expenses in connection with Nominated Sub-Contractors should be allowed for in the attendance items under the relevant P.C. Sums.	Shs.

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	AMOUNT (KSHs.)
A. B. C. D. E.	<u>LIGHTING AND POWER FOR THE WORKS</u> The Contractor shall allow for providing all temporary lighting and power supplies required for the works, including Sub-Contract works, together with all necessary meters and distribution systems for the same and must allow for bearing all expenses incurred and paying for all current consumed without charge to any Sub-Contractor. Expenses in connection with Nominated Sub-Contractors should be allowed for in the attendance items under the relevant P.C. Sums. <u>TELEPHONE</u> The Contractor shall arrange to provide telephone and email contacts which shall be accessible at all times. The Contractor shall pay all charges for hire or purchase of equipment, licences, connection, rental and calls made through these lines. <u>SITE COMPUTER, PRINTER AND E-MAIL FACILITY</u> The Contractor must allow for providing and maintaining an approved modern computer and printer including all stationary required during the currency of the contract. The Contractor shall also arrange for an approved e-mail facility to be installed on site. The Contractor shall pay all charges for hire or purchase of equipment, licences, connecting, rental, power consumed and all other charges related to the site computer, printer and e-mail facility. <u>CROSSINGS AND TEMPORARY ROADS</u> The Contractor must allow for providing, forming and maintaining necessary crossings on to the site and temporary roads as may be required by the Project Manager and removing same at completion and making good damaged or disturbed surfaces as directed by and to the approval of the Project Manager. <u>SITE OFFICES</u> (i) The Contractor must allow for providing, erecting and maintaining on the site in such positions as may be directed, adequate site offices for the use of his own site staff and removing same at completion and making good all surfaces disturbed. The site office shall be of a size to be approved by the Project Manager and shall have sufficient furniture to permit the Project Manager to hold site meetings in it.	Shs. -

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	AMOUNT (KSHs.)
	(ii) The Contractor shall also allow for providing, erecting and maintaining on the site where directed, an adequate office of approved construction and finishes and with sufficient furniture for the sole use of the Clerk of Works and other site staff appointed by the Project Manager. (iii) The Contractor shall also allow for providing, erecting and maintaining where directed a lock-up hut containing a pedestal type water closet and wash basin for the sole use of the Project Manager, other consultants, Clerk of Works and other site staff including making temporary connections to drains and water supplies and paying all charges for connections, conservancy and water consumed. (iv) The Contractor shall also allow for providing the services of a sweeper, for keeping both offices and closet in a clean and sanitary condition from the commencement to completion of the works; and for dismantling at completion and making good all disturbed surfaces. The offices and closet shall be completed before the Contractor will be permitted to commence the works. Power shall be maintained to the aforementioned facilities and paid for by the Contractor for the duration of the contract. A. <u>SHEDS FOR STORAGE OF MATERIALS</u> The Contractor shall provide, erect and maintain on the site, in such positions as may be directed, ample temporary watertight, lock-up sheds for the proper storage and protection of cement and other materials liable to damage and shall remove same at completion and make good all surfaces disturbed. He shall also provide space for storage accommodation which Sub-Contractors may wish to erect for themselves. B. <u>SANITATION OF THE WORKS</u> The Contractor shall allow for providing the necessary latrines for the labour employed on the works, including labour employed by Sub-Contractors, to the satisfaction of the Health and Medical Authorities and for maintaining the same in a thoroughly clean and sanitary condition and paying all conservancy fees. The Contractor shall allow for removing the said latrines and leaving the ground clean and free from pollution upon completion to the satisfaction of the Health and Medical Authorities. Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	AMOUNT (KSHs.)
A. <u>NO WORKMEN TO BE HOUSED ON SITE</u> No labour with the exception of a watchman may be housed on the site. The cost of transporting labour to and from the site or elsewhere will be deemed to be included in the tender. B. <u>WORK TO BE OPENED UP AT THE REQUEST OF THE PROJECT MANAGER</u> The Contractor shall, at the request of the Project Manager within such time as the Project Manager shall name, open for inspection any work covered up, and, should the Contractor refuse or neglect to comply with such request, the Project Manager may employ workmen other than those employed by the Contractor to open up the same. If the said work has been covered up in contravention of the Project Manager's instructions, or if, on being opened up, it be found not in accordance with the drawings or Bills of Quantities or the instructions of the Project Manager, the expenses of opening and covering it up again whether done by the Contractor or by the Project Manager, shall be borne by and be recoverable from the Contractor or may be deducted from any monies due to the Contractor. If the work has not been covered up in contravention of such instructions and be found in accordance with the said drawings and Bills of Quantities, then the expenses aforesaid shall be borne by the Employer, and be added to the Contract Sum; provided always that, in the case of foundations or of any other urgent work so opened up and requiring immediate attention, the Project Manager shall, within a reasonable time after the work has been opened, make or cause to be made the inspection thereof, and at the expiration of such time, if such inspection shall not have been made the Contractor may cover up the same and shall not be required to open it up again for inspection except at the expense of the Employer. C. <u>HOARDING</u> The Contractor shall allow for providing and clearing away on completion such hoarding, fencing, gates etc. as may be required for the security of the site(s), and as instructed by the Project Manager to prevent access to the site(s) by the public. The exact location and type of these items are to be agreed with the Project Manager and negotiated with the local Authority by the Contractor who will also be responsible for paying any fees or taxes to the Local Authority in respect of the hoarding, fencing or gates and providing any drawings necessary for approval.	Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	AMOUNT (KSHs.)
	The Contractor shall allow for thoroughly maintaining the hoarding and gates throughout the Contract and clearing away and making good disturbed ground on completion. All materials arising will remain the property of the Contractor and he should allow credit against this accordingly. A. <u>SCAFFOLDING</u> The Contractor shall allow for providing, erecting and dismantling all general scaffolding required for the works. The Contractor must allow here or in his rates for providing all special metallic scaffolding required by his Sub-Contractors and especially for the obelisk works , other than Nominated Sub-Contractors carrying out works for which P.C. Sums are included in these Bills. Where the Contractor is required to provide special scaffolding for these latter Sub-Contractors, an item is included for pricing under the relevant P.C. Sum. B. <u>HOISTING</u> The Contractor shall allow for all costs related to hoisting his and his Sub-Contractor's materials for fixing at any level within the limits shown on the drawings or included in the general description of the works. C. <u>TRADE NAMES</u> Where trade names or manufacturers' catalogue numbers are mentioned in these Bills of Quantities, the reference is intended as a guide to the type of article or quality of materials required. The Contractor may use any article or material equal in type or quality to those herein described subject to the prior approval of the Project Manager and at his absolute discretion. The onus of proof as to equivalent quality will rest with the Contractor, whose tender will be deemed to include for the makes described herein. D. <u>SIGNBOARD</u> The Contractor must allow for providing, erecting and maintaining a site signboard, the size, type of construction and lettering of which shall be to the Project Manager's design. The names of the Consultants are to be in lettering 50mm high. The board is to be fixed in an elevated position on one of the sites where indicated by the Project Manager. On completion of the works, the notice board shall be removed and making good shall be carried out as necessary.	
	Shs.	-

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	AMOUNT (KSHs.)
A. <u>REMOVAL OF PLANT, RUBBISH ETC.</u> The Contractor must allow for removing and clearing away all plant, rubbish and unused materials, and leaving the whole of the site of the works in a clean and tidy state at completion to the satisfaction of the Project Manager. He must also allow for removing all rubbish and dirt from the site as it accumulates during the performance of the Contract including continuously clearing the site of any overgrowth and clearing and cleaning the drains during the progress of the works to the entire satisfaction of the Project Manager. B. <u>DEDUCTION FROM MONEY DUE TO THE CONTRACTOR</u> The Project Manager shall be entitled to deduct any monies which the Contractor shall be liable to pay under the Contract to the Employer from any sum which may become payable to the Contractor hereunder and the Project Manager in issuing his Certificates as provided in Clause 34 of the Schedule of Conditions shall have regard to any sum so chargeable to the Contractor. Provided always that this provision shall not affect any other remedy by action at law or otherwise to which the Employer may be entitled for the recovery of such monies. C. <u>WORKS TO BE DELIVERED UP CLEAN</u> On completion of the Contract, the site and the works shall be cleared of all plant, scaffolding, rubbish and unused materials and shall be delivered up clean and in perfect condition in every respect to the satisfaction of the Project Manager. Particular attention is to be paid to leaving all windows and floors clean and removing all paint and cement stains. D. <u>APPROVED SUB-CONTRACTORS</u> Where in these Bills of Quantities work is described to be executed by an approved Sub-Contractor the firms appointed will be treated as Sub-Contractors employed by the Contractor and not as Nominated Sub-Contractors. The unit prices for such work must, therefore, include not only the Sub-Contractor's charges but also the Contractors' overheads, profits and attendance. Such firms where not prequalified shall be classified on the Ministry of Works lists as suitable to undertake class 'A' works. E. <u>APPROVAL OF PROJECT MANAGER FOR EMPLOYMENT OF SUB-</u> The Contractor will be required to obtain the approval of the Project Manager/Engineers in writing before Employing any of his own (i.e. not nominated) Sub-Contractors for any portion of the work.	Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	AMOUNT (KSHs.)
A. <u>EXISTING PROPERTY</u> The Contractor shall take every precaution to avoid damage to all existing property including buildings on and adjacent to the site, roads, cables, drains and other services and he will be held responsible for all damage arising from the execution of this Contract to the aforementioned and he shall make good all such damage where directed at his own expense to the satisfaction of the Project Manager. B. <u>DISPOSAL OF WATER</u> Allow for keeping the works free from all water, including spring and running water, by pumping or other means as required. C. <u>MAINTAINING SIDES OF EXCAVATIONS</u> Allow for maintaining the sides of all excavations by planking and strutting or other means as required. Additional works caused by the collapse of excavations through inadequate planking and strutting (e.g. re-routing of adjacent drain runs) will be at the Contractor's expense. D. <u>WHITE ANTS</u> Allow for destroying any white ants' nests found in the vicinity of the buildings, destroying Queen Ants, depositing cyanide lumps in holes and tunnels and filling with hardcore and murram well rammed and sealed. E. <u>SITE PHOTOGRAPHS</u> The Contractor shall take and hand over to the Project Manager at approved intervals site progress photographs in a format to be directed by the Project Manager. F. <u>TESTING</u> Allow for all expenses in connection with the testing of materials as specified hereunder including the supply and preparation of materials to be tested, the cost of materials and their packing and conveyance to the nearest approved Testing Laboratory, laboratory charges, etc. The following items of tests will be measured according to the number of tests actually called for by the Project Manager but unsuccessful tests will not be included in the remeasurement.	Shs.	-

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	AMOUNT (KSHs.)														
	<u>Allow for executing the following tests as detailed in the Appendices to these</u> <table><tr><td></td><td><u>Rate</u></td></tr><tr><td>Water Test (4.5 litres).</td><td>No. 10</td></tr><tr><td>Sand Test (0.028m3).</td><td>No. 10</td></tr><tr><td>Aggregate Test (0.028m3)</td><td>No. 10</td></tr><tr><td>Reinforcement test (1m of mild steel</td><td>No. 10</td></tr><tr><td>Concrete Test (One test comprising three cubes as described hereinafter).</td><td>No. 10</td></tr><tr><td>Testing of concrete or stone blocks of various strengths in accordance with British Standard Specification (one test comprising six blocks).</td><td>No. 10</td></tr></table> The Contractor shall allow for all other testing of materials, apart from the above, required by the Appendices of the Bills of Quantities and he shall be responsible for all expenses incurred in completing such tests including costs of materials and labour, equipment, transport and charges of testing authority, etc.		<u>Rate</u>	Water Test (4.5 litres).	No. 10	Sand Test (0.028m3).	No. 10	Aggregate Test (0.028m3)	No. 10	Reinforcement test (1m of mild steel	No. 10	Concrete Test (One test comprising three cubes as described hereinafter).	No. 10	Testing of concrete or stone blocks of various strengths in accordance with British Standard Specification (one test comprising six blocks).	No. 10	
	<u>Rate</u>															
Water Test (4.5 litres).	No. 10															
Sand Test (0.028m3).	No. 10															
Aggregate Test (0.028m3)	No. 10															
Reinforcement test (1m of mild steel	No. 10															
Concrete Test (One test comprising three cubes as described hereinafter).	No. 10															
Testing of concrete or stone blocks of various strengths in accordance with British Standard Specification (one test comprising six blocks).	No. 10															
A.	<u>APPENDICES</u> The Appendices to the Bills of Quantities shall be regarded for Contract purposes as part of the Bills and shall be read and construed with the appropriate sections of the Bills as if contained therein.															
B.	<u>DOUBLE - SHIFT</u> Contarctor to allow for working both at night and day to enable accelerated completion of the works. The contractor to price accordingly for the required permits, adeuate lighting, health and safety and transport.															
		Shs.														

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	AMOUNT (KSHs.)
	Carried From page 1	
	Carried From page 2	
	Carried From page 3	
	Carried From page 4	
	Carried From page 5	
	Carried From page 6	
	Carried From page 7	
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	Carried From page 11	
	Carried From page 12	
	Carried From page 13	
	Carried From page 14	
	Carried From page 15	
	Carried From page 16	
	Carried From page 17	
	Carried to Main Summary	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>BILL NO. 2</u> <u>PHASE 1 - CENTRAL MEDIAN</u> <u>SECTION A</u> <u>DEMOLITION OF EXISTING STRUCTURES AND SITE</u> <u>CLEARANCE</u> <u>(ALL PROVISIONAL)</u> <u>DEMOLITIONS</u> <u>Preambles</u> 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 protection of existing structures and finishings, workmen employed upon the site and the public. All protective devices are to be removed on completion of the work and any necessary making good consequent upon this is to be executed to the satisfaction of the Project Manager. The works shall be propped, strutted and supported as necessary before any alteration or demolition work commences. Prices shall include for all cleaning and preparatory work to structure and finishes and for making good to all finishes on completion whether or not specifically described. Unless described as being set aside for re-use or stored on site all arisings, debris and surplus materials arising from the works shall be carefully removed and carted away from the site and prices shall be deemed to include all credit allowances.				
				Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1,207.00	<u>DEMOLITIONS</u> <u>PHASE I</u> All existing work shall be made good generally including all necessary patching up of defective surfaces and making good where items have been removed or where surfaces have been damaged either by previous demolitions and removal or by current demolitions and removals. Making good shall include all necessary preparatory work of surfaces to receive new finishes, making good up to new finishings, new door and window frames and all work of a like nature. All surfaces shall be cleaned as necessary prior to application of new finishes. Prices for demolitions shall include for all necessary preparatory work to receive new constructions, i.e. cutting, toothing, hacking, chasing etc. of the existing fabric of the building where new structures are to be received. Items described or shown on the drawings as being stored on site or handed to others shall be carefully removed from the existing building and stored securely on site until required for re-use. Materials to be re-used or handed to others shall be cleaned down, made good as necessary and re-fixed in position, or handed to others. The Contractor shall be entirely responsible for any breakages or damage which may occur during this process unless it is certified by the Project Manager that such breakage or damage was inevitable as a result of the condition of the item concerned or its method of fixing, in which case the cost of replacement will be borne by the Employer. All items of cutting openings through walling slabs etc. shall include for temporary propping, supporting the existing walls, floors and roofs, building up jambs, making good wall plaster both sides to reveals (including plastering sides and soffits of new concrete lintols where applicable) and making out screeds or pavings through thresholds. <u>Civil Works</u>				
A	Rub down and wire brush the existing jerseybarrier , aligning the concrete for straightness and plumbness as per engineer instruction	LM	765.00		
B	Carefully demolish existing 125 x 250mm precast concrete kerb with and including its foundation and cart away arisings.	LM	1,530.00		
C	Align and straighten the fixed 75 x 75 mm RHS on the jersey barrier as per the Engineers instruction	Item			
	<u>TOTAL AMOUNT OF SECTION A CARRIED TO SUMMARY</u> <u>AT END OF BILL NO. 2</u>			Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SECTION B</u> <u>PAVED ISLANDS</u> <u>(ALL PROVISIONAL)</u>				
A.	Excavate in fill to reduce levels commencing at existing ground level not exceeding 1.50m deep and cart away the arising.	m3	70.00		
B.	Scarify existing subgrade in preparation to receiving new works (measured separately)	m2	234.00		
C.	Approved murrum in making up levels, spread, levelled, watered and well rammed and consolidated in 150mm thick layers.	m3	70.00		
D.	Telvar 'W' or other equal and approved weed killer under walkways.	m2	234.00		
E.	150mm Bed of selected sub-grade material compacted to 95% MDD.	m2	234.00		
F.	50mm Bed of approved sand/stone dust blinding finished to receive paving (measured separately).	m2	234.00		
G.	60mm Thick approved ordinary grey medium duty precast concrete paving (Bamburi smooth finish or equal and approved) in approved pattern laid on sand bed (measured separately) to falls, crossfalls, and cambers including necessary compaction.	m2	184.00		
H.	Do. <u>but</u> in approved full body coloured paving.	m2	90.00		
I.	125 x 250mm Precast concrete (Class 25/20) kerb with one chamfered edge finished fair on all exposed surfaces bedded, jointed and pointed in cement mortar (1:3) on and including 325 x 100mm plain concrete (class 20/20) foundation haunched up on one side including all necessary excavation, formwork and soil disposal.	m	90.00		
J.	125 x 100mm Precast concrete (class 25/20) channel finished fair on all exposed surfaces bedded, jointed and pointed in cement mortar (1:3) laid on and including 375 x 100mm Plain concrete (class 20/20) foundation haunched up on both sides including all necessary excavation, formwork and soil disposal.	m	10.00	-	
K.	Prepare and apply three coats of 'Crown Paints Solo' or other equal and approved road marking enamel paint on surfaces of kerbs 200 - 300mm girth to be executed by an approved Sub-Contractor.	m	90.00		
L.	600mm high kerbstone	m	65.00		
	<u>TOTAL AMOUNT OF SECTION B CARRIED TO SUMMARY</u> <u>AT END OF BILL NO. 2</u>			Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SECTION C</u>				
	<u>CENTRAL MEDIAN</u>				
A.	Scarify existing subgrade in preparation to receiving new works (measured separately)	m2	805.00		
B.	Telvar 'W' or other equal and approved weed killer under paved areas.	m2	805.00		
C.	50mm Bed of approved sand/stone dust blinding finished to receive paving (measured separately).	m2	322.00	-	
D.	60mm Thick approved ordinary grey medium duty precast concrete paving (Bamburi smooth finish or equal and approved) in approved pattern laid on sand bed (measured separately) to falls, crossfalls, and cambers including necessary compaction.	m2	322.00	-	
E.	125 x 250mm Precast concrete (Class 25/20) kerb with one chamfered edge finished fair on all exposed surfaces bedded, jointed and pointed in cement mortar (1:3) on and including 325 x 100mm plain concrete (class 20/20) foundation haunched up on one side including all necessary excavation, formwork and soil disposal.	m	1,600.00		
F.	Prepare and apply three coats of 'Crown Paints Solo' or other equal and approved road marking enamel paint on surfaces of kerbs 200 - 300mm girth to be executed by an approved Sub-Contractor.	m	1,600.00		
	<u>The following in 671 no. Jersey barriers</u>				
G.	50mm Plain concrete (class 15/20) blinding under foundations.	m2	79.00		
H.	Vibrated reinforced concrete (class 25/20) Jersey barrier	m3	39.00		
	<u>Round Ribbed steel bar reinforcement (grade 460) to B.S 4449 (Provisional)</u>				
I.	Assorted reinforcement.	Kg.	570.00		
				Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>CENTRAL MEDIAN</u> <u>Steel Lined Formwork</u>				
A.	Edge of barrier 75 - 150mm high.	m	257.00		
B.	Sides of the barrier 225 - 300mm high sloping more than 15 degrees from the horizontal.	m	457.00		
C.	Vertical sides of the barrier	m2	170.00		
	<u>Mild steel</u>				
D.	1200mm High railing above Jersey barrier (measured separately) as fabricated by Iron Art Limited of P.O. Box 27535 - 00506, Nairobi or other equal and approved fabricator comprising of 990mm high x 1050mm wide x 3mm thick mild steel plate laser cut to form approved 'Big Five' animal print in perforated patterns and welded onto 75 x 75 x 3mm square hollow sections posts at 1200mm centres, 25 x 25 x 3mm mild steel tube top and bottom rails fixed onto 125 x 125 x 10mm mild steel plate cast in concrete Jersey barrier with and including painting with marine corrosion resistant paint and all other necessary finishes to conform in every respect with Architect's drawing as shown on Sheet No. HSASD-A-4. 1-5009	m	38.00		
E.	Fix Only 25 x 25 x 3mm square hollow section (top and bottom) onto 75 x 75 x 3mm square hollow section vertical bars (m/s) to make balusters at 1200mm centres, 8No. 25 x 25 x 3mm square hollow section vertical intermediate railings at 150mm spacing spear shaped at the top and moulded to approved design at the tail end fixing onto 125 x 125 x 10mm mild steel plate cast in concrete Jersey barrier (measured separately) with and including painting with marine corrosion resistant paint and all other necessary finishes to conform in every respect with Architect's drawing as shown on Sheet No. HSASD-A-4. 1-5009	No	232.00		
F	1200mm High ordinary railing on top of Jersey barrier (measured separately) Fabricate 25 x 25 x 3mm square hollow section (top and bottom) fixed horizontally onto 75 x 75 x 3mm square hollow section vertical bars to make balusters at 1200mm centres, 8No. 25 x 25 x 3mm square hollow section vertical intermediate railings at 150mm spacing spear shaped at the top and moulded to approved design at the tail end fixing onto 125 x 125 x 10mm mild steel plate cast in concrete Jersey barrier (measured separately) with and including painting with marine corrosion resistant paint and all other necessary finishes to conform in every respect with Architect's drawing as shown on Sheet No. HSASD-A-4. 1-5009	No	460.00		
	<u>(End of Jersey barrier and associated details)</u>				
	<u>COLLECTION</u>				
	Brought forward from Page No. 2/4				
	" " " " " 2/5				
	<u>TOTAL AMOUNT OF SECTION C CARRIED TO SUMMARY</u> <u>AT END OF BILL NO. 2</u>			Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	CENTRAL MEDIAN SECTION D SPEED TABLES Raised Pedestrian Crossing Prepare existing surface of tarmac finished road and construct a 3000mm wide x 150mm high x 10500mm long pedestrian hump finished at 1:30 degrees slope on both ends with and including white reflective thermoplastic paint which comprises of 500mm wide x 3000mm long pedestrian crossing strips at 1000mm centres, 500 x 400mm "Give Way" lines at 1000mm centres on both ends and 400mm wide "Stop Lines" all to approval and in accordance to the Civil Engineer's drawing No. CBK-CW-RD-002 and 003.	Item	1.00		
A.	Do. <u>but</u> 3000mm wide x 150mm high x 8600mm long.	Item	1.00		
B.	Do. <u>but</u> 3000mm wide x 150mm high x 7850mm long.	Item	1.00		
C.	Do. <u>but</u> 3000mm wide x 150mm high x 7150mm long.	Item	1.00		
D.	Do. <u>but</u> 3000mm wide x 150mm high x 7150mm long.	Item	1.00		
	TOTAL AMOUNT OF SECTION D CARRIED TO SUMMARY AT END OF BILL NO. 2			Shs.	
-	SPEED TABLES				

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<u>SECTION E</u>				
	<u>STREET FURNITURE</u>				
	<u>Bollards</u>				
A.	200mm Diameter x 900mm high above ground precast concrete (class 30/14) anti-ram typical bollard embedded in 500 x 500 x 900mm deep mass concrete (class 20/20) foundation with and including 20mm notch with reflective paint and all necessary reinforcement, formwork, excavation, disposal of surplus material and exposed surfaces sandblasted to approval all in accordance to Civil - Structural Engineer's drawing No. Civ-Struct 234/002	No.	42.00		
	<u>TOTAL AMOUNT OF SECTION E CARRIED TO SUMMARY AT END OF BILL NO. 2</u>			Shs.	
1,207.00	<u>STREET FURNITURE</u>				

ITEM	DESCRIPTION	AMOUNT																		
	<u>BILL NO. 2</u> <u>PHASE 1 - CENTRAL MEDIAN</u> <u>SUMMARY</u> <table> <tr> <th><u>Sections</u></th><th><u>Title</u></th><th><u>Page No.</u></th></tr> <tr> <td>A.</td><td>Demolitions of Existing Structures <u>(All</u></td><td>2/2</td></tr> <tr> <td>B.</td><td>Paved Islands</td><td>2/3</td></tr> <tr> <td>C.</td><td>Central Median</td><td>2/5</td></tr> <tr> <td>D.</td><td>Speed Tables</td><td>2/6</td></tr> <tr> <td>E.</td><td>Street Furniture</td><td>2/7</td></tr> </table> <u>TOTAL AMOUNT OF BILL NO. 2 CARRIED TO FINAL</u> SHS.	<u>Sections</u>	<u>Title</u>	<u>Page No.</u>	A.	Demolitions of Existing Structures <u>(All</u>	2/2	B.	Paved Islands	2/3	C.	Central Median	2/5	D.	Speed Tables	2/6	E.	Street Furniture	2/7	-
<u>Sections</u>	<u>Title</u>	<u>Page No.</u>																		
A.	Demolitions of Existing Structures <u>(All</u>	2/2																		
B.	Paved Islands	2/3																		
C.	Central Median	2/5																		
D.	Speed Tables	2/6																		
E.	Street Furniture	2/7																		
1207	<u>BILL NO. 2</u> <u>SUMMARY</u>	-																		

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM	DESCRIPTION	UNIT	BoQ	RATE	Amount
	<u>BILL NO. 3</u> <u>PHASE 2 - NORTHERN WALKWAY (CBK SIDES)</u> <u>DEMOLITIONS AND SITE CLEARANCE</u> <u>COLLECTION</u> <u>SECTION B</u> <u>PEDESTRIAN WALKWAY FROM MEMORIAL PARK TO</u> <u>UHURU HIGHWAY</u> <u>(ALL PROVISIONAL)</u>				
A	Approved murram in making up levels, spread, levelled, watered and well rammed and consolidated in 150mm thick layers.	m3	670		
B	Telvar 'W' or other equal and approved weed killer under walkways.	m2	2,674		
C	150mm Bed of selected sub-grade material compacted to 95% MDD.	m2	2,674		
D	50mm Bed of approved sand/stone dust blinding finished to receive paving (measured separately).	m2	2,674		
E	60mm Thick approved ordinary grey medium duty precast concrete paving (Timau Blocks Kitengela to match existing finish or equal and approved) in approved pattern laid on sand bed (measured separately) to falls, crossfalls, and cambers including necessary compaction.	m2	2,674		
F	Do. <u>but</u> in approved full body coloured paving.	m2	389		
G	60mm Thick approved full body colour medium duty Cobblestone paving in approved pattern laid on sand bed (measured separately) to falls, crossfalls, and cambers including necessary compaction. <u>PEDESTRIAN WALKWAY</u>	m2	188		
H	<u>PHASE 2 - NORTHERN WALKWAY (CBK SIDES)</u> 125 x 250mm Precast concrete (Class 25/20) kerb with one chamfered edge finished fair on all exposed surfaces bedded, jointed and pointed in cement mortar (1:3) on and including 325 x 100mm plain concrete (class 20/20) foundation haunched up on one side including all necessary excavation, formwork and soil disposal.	m	12		
I	Prepare and apply three coats of 'Crown Paints Solo' or other equal and approved road marking enamel paint on surfaces of kerbs 200 - 300mm girth to be executed by an approved Sub-Contractor.	m	12		
	<u>TOTAL AMOUNT OF SECTION A CARRIED TO</u> <u>SUMMARY AT END OF BILL NO. 3</u>			Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM	DESCRIPTION	UNIT	BoQ	RATE	Amount
J	<u>Mild Steel</u> 800mm High above ground pedestrian railing comprising of 2No. 25 x 25 x 3mm square hollow section fixed horizontally onto 50 x 50 x 3mm square hollow section vertical bars embedded in 250 x 250 x 350mm deep mass concrete class 15/20 foundation to make balusters at 1200mm centres, 7No. 20 x 20 x 2mm square hollow section vertical intermediate railings at 150mm spacing spear shaped at the top and bottom moulded to approved design at the tail end with and including all necessary excavation, foundations, formwork, reinforcement, disposal of surplus material and finishes, all to conform in every respect with Civil Engineer's drawing as shown on Sheet No. CIV-STRUCT. 234/002	m	34		
K	Prepare and apply three coats of 'Crown Paints Solo' or other equal and approved corrosion marine paint on metal surfaces of to be executed by an approved Sub-Contractor. Shs	m2	1,062		
	<u>COLLECTION</u> Brought forward from Page No. 3/1 " " " " " 3/2				
	<u>TOTAL AMOUNT OF SECTION B CARRIED TO SUMMARY AT END OF BILL NO. 3</u>			Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM	DESCRIPTION	UNIT	BoQ	RATE	Amount
	<u>SECTION C</u> <u>PAVED AREAS AT THE PEDESTRIAN SQUARES</u> <u>(MEMORIAL PARK)</u> <u>(ALL PROVISIONAL)</u>				
A	Approved murram in making up levels, spread, levelled, watered and well rammed and consolidated in 150mm thick layers.	m3	220		
B	Telvar 'W' or other equal and approved weed killer under walkways.	m2	1,085		
C	150mm Bed of selected sub-grade material compacted to 95% MDD.	m2	1,085		
D	50mm Bed of approved sand/stone dust blinding finished to receive paving (measured separately).	m2	1,085		
E	60mm Thick approved ordinary grey medium duty precast concrete paving (Timau Blocks Kitengela to match existing finish or equal and approved) in approved pattern laid on sand bed (measured separately) to falls, crossfalls, and cambers including necessary compaction.	m2	1,085		
F	Ditto but in approved full body coloured paving.	m2	120		
G	125 x 250mm Precast concrete (Class 25/20) kerb with one chamfered edge finished fair on all exposed surfaces bedded, jointed and pointed in cement mortar (1:3) on and including 325 x 100mm plain concrete (class 20/20) foundation haunched up on one side including all necessary excavation, formwork and soil disposal.	m	47		
	<u>NORTHERN WALKWAY (CBK SIDES)</u>				
H	Prepare and apply three coats of 'Crown Paints Solo' or other equal and approved road marking enamel paint on surfaces of kerbs 200 - 300mm girth to be executed by an approved Sub-Contractor.	m	1,602		
	<u>TOTAL AMOUNT OF SECTION C CARRIED TO SUMMARY AT END OF BILL NO. 3</u>			Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM	DESCRIPTION	UNIT	BoQ	RATE	Amount
	<u>SECTION D</u> <u>SPEED TABLES</u> <u>Raised Pedestrian Crossing</u> Prepare existing surfaces of tarmac finished road and construct a 4350mm wide x 150mm high x 13500mm long tarmac pedestrian hump finished at 1:30 degrees slope on both ends with and including white reflective thermoplastic paint which comprises of 500mm wide x 3000mm long pedestrian crossing strips at 1000mm centres, 500 x 400mm "Give Way" lines at 1000mm centres on both ends and 400mm wide stop lines all to approval and in accordance to the Civil Engineer's drawing No. CBK-CW-RD-002 and 003				
A.	Do. <u>but</u> 4000mm wide x 150mm high x 12300mm long.	No.	1		
B.	Do. <u>but</u> 5000mm wide x 150mm high x 10000mm long.	No.	1		
C.	Do. <u>but</u> 3000mm wide x 150mm high x 9500mm long.	No.	2		
D.	Do. <u>but</u> 3000mm wide x 150mm high x 8700mm long.	No.	1		
E.	Do. <u>but</u> 5000mm wide x 150mm high x 8000mm long.	No.	1		
F.	Do. <u>but</u> 5200mm wide x 150mm high x 7000mm long.	No.	1		
G.	Do. <u>but</u> 3000mm wide x 150mm high x 6700mm long.	No.	1		
H.	Do. <u>but</u> 3000mm wide x 150mm high x 6000mm long.	No.	6		
I.					
	<u>TOTAL AMOUNT OF SECTION D CARRIED TO SUMMARY AT END OF BILL NO. 3</u>				

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM	DESCRIPTION	UNIT	BoQ	RATE	Amount
	<u>SECTION E</u> <u>STREET FURNITURE</u>				
	<u>Bollards</u>				
A.	20mm notch with reflective paint to the bollards all in accordance to Civil - Structural Engineer's drawing No. Civ-Struct 234/002	No.	210		
B	<u>Ditto 250 mm Ditto</u>	No	99		
	<u>Trash Receptacles</u>				
C	1500 x 460 x 1200mm High overall Trash bin in three equal compartments of size 450 x 330 x 850mm high each comprising of 50 x 25mm recycled plastic panels fitted to detail in different colour shades, 175 x 150mm opening, 430 x 100 x 3mm mild steel branded recycling board guide riveted/welded at the back all fixed onto 50 x 50 x 3mm rectangular hollow section vertical and horizontal membrane with and including an approved lockable steel cover and all necessary excavations, foundations, formwork, reinforcement, removal of surplus excavated materials and finishes all in accordance to Architects drawing sheet No. HSASD-A-4.1-5005	No.	3		
	<u>The following in 7 no. Raised Tree Planters to conform in every aspect to Architectural and Structural Drawing Sheet No. HSASDA-4.1-5002 and CIV-STRUCT 234/001 respectively</u>				
	<u>Tree Grating</u>				
D	1200 x 1200 x 50mm Thick tree grating made of polysenthetic or fibre reinforcement as fabricated by Specialised Fibreglass Ltd, P.O. Box 78201 - 00100, Nairobi or other equal and approved fabricator with and including fixing to approval all in accordance with Architectural drawing sheet No. HSASD-A-4.1-5003.	No.	65		
	<u>TOTAL AMOUNT OF SECTION E CARRIED TO SUMMARY AT END OF BILL NO. 3</u>			Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM	DESCRIPTION	UNIT	BoQ	RATE	Amount
A.	<u>SECTION F</u> <u>BUS STOP SHELTER (2NO.)</u> <u>(ALL PROVISIONAL)</u> <u>Roof covering with and including all necessary accessories and fixings to approval</u>	m2	13		
	Approved 4mm thick coloured perspex lining fixed to structural steel purlins (measured separately).				
	<u>BUS STOP SHELTER (2NO.)</u> <u>PHASE 2 - NORTHERN WALKWAY (CBK SIDES)</u> <u>COLLECTION</u>				

ITEM No.		DESCRIPTION	AMOUNT
1207		<u>BILL NO. 3</u>	
		<u>PHASE 2 - NORTHERN WALKWAY (CBK SIDES)</u>	
		<u>SUMMARY</u>	
	<u>Sections</u>	<u>Title</u>	<u>Page No.</u>
	B	Pedestrian Walkway from Memorial Park to Foot Bridge	3/2
	C	Paved Areas at Pedestrian Squares (<u>All Provisional</u>)	3/3
	D	Speed Tables	3/4
	E	Street Furniture	3/5
	F.	Bus Stop Shelter (2No.)	3/6
		<u>TOTAL AMOUNT OF BILL NO. 3 CARRIED TO FINAL</u>	SHS.
1207	<u>BILL NO. 3</u> <u>SUMMARY</u>		-

PROPOSED UPGRADE OF HAILE SELLASIE AENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE	Amount
	<u>BILL NO. 4</u>				
	<u>PHASE 3 - SOUTHERN WALKWAY (RAILWAY SIDES)</u>				
	<u>SECTION B</u>				
	<u>PEDESTRIAN WALKWAY</u> <u>(ALL PROVISIONAL)</u>				
A	Approved murram in making up levels, spread, levelled, watered and well rammed and consolidated in 150mm thick layers.	m3	1,032.00		
B	Telvar 'W' or other equal and approved weed killer under walkways.	m2	2,306.00		
C	150mm Bed of selected sub-grade material compacted to 95% MDD.	m2	2,306.00		
D	50mm Bed of approved sand/stone dust blinding finished to receive paving (measured separately).	m2	2,306.00		
E	60mm Thick approved ordinary grey medium duty precast concrete paving (Bamburi smooth finish or equal and approved) in approved pattern laid on sand bed (measured separately) to falls, crossfalls, and cambers including necessary compaction.	m2	2,306.00		
F	Do. but in approved full body coloured paving.	m2	294.00		
G	60mm Thick approved full body colour medium duty Cobblestone paving in approved pattern laid on sand bed (measured separately) to falls, crossfalls, and cambers including necessary compaction.	m2	200.00		
H	Prepare and apply three coats of 'Crown Paints Solo' or other equal and approved road marking enamel paint on surfaces of kerbs 200 - 300mm girth to be executed by an approved Sub-Contractor.	m	2,454.00		
	<u>TOTAL AMOUNT OF SECTION B CARRIED TO SUMMARY AT END OF BILL NO. 4</u>			Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE	Amount
	<u>SECTION C</u>				
	<u>SPEED TABLES</u>				
	<u>Raised Pedestrian Crossing</u>				
A.	Prepare existing surfaces of tarmac finished road and construct a 3000mm wide x 150mm high x 10000mm long tarmac pedestrian hump finished at 1:30 degrees slope on both ends with and including white reflective thermoplastic paint which comprises of 500mm wide x 3000mm long pedestrian crossing strips at 1000mm centres, 500 x 400mm "Give Way" lines at 1000mm centres on both ends and 400mm wide stop lines all to approval and in accordance to the Civil Engineer's drawing No. CBK-CW-RD-002 and 003	No.	1.00		
B.	Do. but 5400mm wide x 150mm high x 9700mm long.	No.	1.00		
C.	Do. but 3000mm wide x 150mm high x 8400mm long.	No.	1.00		
D.	Do. but 3000mm wide x 150mm high x 8000mm long.	No.	1.00		
E.	Do. but 3000mm wide x 150mm high x 4800mm long.	No.	1.00		
	<u>TOTAL AMOUNT OF SECTION C CARRIED TO SUMMARY AT END OF BILL NO. 4</u>			Shs.	
	<u>SPEED TABLES</u>				

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE	Amount
	<u>SECTION D</u>				
	<u>STREET FURNITURE</u>				
	<u>Bollards</u>				
A.	20mm notch with reflective paint to the bollards all in accordance to Civil - Structural Engineer's drawing No. Civ-Struct 234/002	No.	71.00		
	<u>Trash Receptacles</u>				
B.	1500 x 460 x 1200mm High overall Trash bin in three equal compartments of size 450 x 330 x 850mm high each comprising of 50 x 25mm recycled plastic panels fitted to detail in different colour shades, 175 x 150mm opening, 430 x 100 x 3mm mild steel branded recycling board guide riveted/welded at the back all fixed onto 50 x 50 x 3mm rectangular hollow section vertical and horizontal membrane with and including an approved lockable steel cover and all necessary excavations, foundations, formwork, reinforcement, removal of surplus excavated materials and finishes all in accordance to Architects drawing sheet No. HSASD-A-4.1-5005	No.	2.00		
	<u>Tree Grating</u>				
C.	1200 x 1200 x 50mm Thick tree grating made of polysenthetic or fibre reinforcement as fabricated by Specialised Fibreglass Ltd, P.O. Box 78201 - 00100, Nairobi or other equal and approved fabricator with and including fixing to approval all in accordance with Architectural drawing sheet No. HSASD-A-4. 1-5003.	No.	37.00		
	<u>TOTAL AMOUNT OF SECTION D CARRIED TO SUMMARY AT END OF BILL NO. 4</u>			Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE	Amount
	<u>SECTION E</u>				
	<u>BUS STAGE AND STOP SHELTER (2NO)</u>				
A	Telvar "W" or other equal and approved weed killer under walkways.	m2	119.00		
B	150mm Bed of selected sub-grade material compacted to 95% MDD.	m2	119.00		
C	50mm Bed of approved sand/stone dust blinding finished to receive paving (measured separately).	m2	119.00		
D	80mm Thick approved heavy duty ordinary grey approved precast concrete paving (Bamburi smooth finish or equal and approved) in approved pattern laid on sand bed (measured separately) to falls, crossfalls, and cambers including necessary compaction.	m2	119.00		
E	125 x 100mm Precast concrete (class 25/20) channel finished fair on all exposed surfaces bedded, jointed and pointed in cement mortar (1:3) laid on and including 375 x 100mm Plain concrete (class 20/20) foundation haunched up on both sides including all necessary excavation, formwork and soil disposal.	m	88.00		
	<u>Bus Stop Shelter (2No.)</u> <u>(All Provisional)</u>				
	<u>Substructures</u>				
F	Excavate in compacted fill for column bases not exceeding 1.50m deep.	m3	22.00		
G	Remove surplus excavated material from site	m3	16.00		
H	Return fill in and ram selected excavated material around foundations.	m3	6.00		
	<u>Plain Concrete (1:3:6)</u>				
I	50mm Blinding under column.	m2	7.00		
J	Do. but under benches	m2	3.00		
				Shs.	
	<u>BUS STAGE AND STOP SHELTER (2NO)</u>				

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE	Amount
	<u>Vibrated reinforced concrete (class 25/20)</u>				
A.	Column base.	m3	3.00		
B.	Column	m3	6.00		
C.	Bench	m3	3.00		
	<u>Round Ribbed steel bar reinforcement (grade 460) to B.S 4449</u>				
D.	Assorted reinforcements	Kg.	1,301.00		
E.	Steel wire fabric mesh reinforcement to B.S 4483 Ref: A 142 and K.S. 02-18: 1976 in concrete bed (measured net, no allowance made for minimum 225mm laps) including tying and supporting as required.	m2	11.00		
	<u>Steel Lined Formwork</u>				
F.	Sides of column bases.	m2	8.00		
G.	Sides of columns	m2	11.00		
H.	Sides and soffits of benches	m2	9.00		
	<u>Finishes</u>				
I.	Approved sand blasted finish on concrete surfaces	m2	14.00		
	<u>Structural steelwork grade 4.3C (factory primed) to be executed by an approved Sub-Contractor.</u>				
	<u>Unframed mild steel including all necessary painting</u>				
J.	100 x 100 x 5mm Thick square hollow section partially embedded in concrete (measured separately).	m	13.00		
K.	50 x 50 x 4mm Thick square hollow section columns.	m	18.00		
				Shs.	
-	<u>BUS STAGE AND STOP SHELTER (2NO)</u>				

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE	Amount
A.	50 x 50 x 4mm Thick square hollow section Purlins.	m	32.00		
B.	40 x 40 x 3mm Thick square hollow section column partially anchored in concrete column (measured separately)	m	24.00		
C.	20 x 20 x 1.5mm Thick square hollow section bracings.	m	20.00		
D.	350 x 150 x 8mm Mild steel plate embedded in concrete column with 12mm diameter anchor bolts (measured separately)	No.	2.00		
E.	12mm Diameter x 150mm long grade 8.8 anchor bolt cast into and including mortice in concrete and run with gauged mortar	No.	18.00		
F.	Extra for welded connections.	No.	100.00		
	<u>Roof covering with and including all necessary accessories and fixings to approval</u>				
G.	Approved 4mm thick coloured perspex lining fixed to structural steel purlins (measured separately).	m2	13.00		
				Shs.	
	<u>SECTION E</u>				
	<u>BUS STAGE AND STOP SHELTER (2NO)</u>				
	<u>COLLECTION</u>				
	Brought forward from Page No. 4/4				
	" " " " " 4/5				
	" " " " " 4/6				
	<u>TOTAL AMOUNT OF SECTION E CARRIED TO SUMMARY AT END OF BILL NO. 4</u>			Shs.	
-	<u>BUS STAGE AND STOP SHELTER (2NO)</u>				

PROPOSED UPGRADE OF HAILESELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	AMOUNT															
	<u>BILL NO. 4</u>																
	<u>PHASE 3 - SOUTHERN WALKWAY (RAILWAY SIDES)</u>																
	<u>SUMMARY</u>																
	<table> <tr> <th><u>Sections</u></th><th><u>Title</u></th><th><u>Page No.</u></th></tr> <tr> <td>B</td><td>Pedestrian Walkway <u>(All Provisional)</u></td><td>4/1</td></tr> <tr> <td>C.</td><td>Speed Tables</td><td>4/2</td></tr> <tr> <td>D.</td><td>Street Furniture</td><td>4/3</td></tr> <tr> <td>E.</td><td>Bus Stage and Stop Shelter (2No.)</td><td>4/6</td></tr> </table>	<u>Sections</u>	<u>Title</u>	<u>Page No.</u>	B	Pedestrian Walkway <u>(All Provisional)</u>	4/1	C.	Speed Tables	4/2	D.	Street Furniture	4/3	E.	Bus Stage and Stop Shelter (2No.)	4/6	
<u>Sections</u>	<u>Title</u>	<u>Page No.</u>															
B	Pedestrian Walkway <u>(All Provisional)</u>	4/1															
C.	Speed Tables	4/2															
D.	Street Furniture	4/3															
E.	Bus Stage and Stop Shelter (2No.)	4/6															
	<u>TOTAL AMOUNT OF BILL NO. 4 CARRIED TO FINAL</u>	SHS.															
1207	<u>BILL NO. 4</u> <u>SUMMARY</u>																

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE	Shs./Cts.
	<u>BILL NO. 5</u> <u>CBK BUILDING FRONTAGE, LT. TUMBO AVENUE</u> <u>WORKS AND REFURBISHMENT OF EXISTING</u> <u>FOOTBRIDGE</u> <u>SECTION A</u> <u>DEMOLITION OF EXISTING STRUCTURES</u> <u>(ALL PROVISIONAL)</u> <u>DEMOLITIONS</u> <u>Note: Preambles to Section A "Demolition of existing structures and site clearance" of Bill No. 2 apply equally to this Section.</u> <u>Civil Works</u> A. Carefully remove existing precast concrete paving and cart away arisings. B. Carefully cut through the existing tarmac road approximately 150mm deep and cart away arisings. C. Carefully demolish existing 125 x 250mm precast concrete kerb with and including its foundation and cart away arisings. D. Carefully demolish existing 150mm diameter concrete bollard approximately 1200mm high above ground complete with foundation and cart away arisings. <u>Less</u> Lump sum credit value of all materials removed from site. <u>TOTAL AMOUNT OF SECTION A CARRIED TO SUMMARY AT END OF BILL NO. 5</u> <u>DEMOLITIONS AND SITE CLEARANCE</u> <u>PHASE 4 - CBK, LT TUMBO & BRIDGE</u> <u>COLLECTION</u>				
		m2	1239		
		m2	395		
		m	463		
		No.	120		
				Shs.	
				Shs.	
				Shs.	

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE	Shs./Cts.
	<u>SECTION B</u>				
	<u>PEDESTRIAN WALKWAY AT LT. TUMBO AVENUE</u>				
	<u>(ALL PROVISIONAL)</u>				
A.	Scarify existing subgrade in preparation to receiving new works (measured separately)	m2	395		
B.	Telvar 'W' or other equal and approved weed killer under walkways.	m2	395		
C.	150mm Bed of selected sub-grade material compacted to 95% MDD.	m2	395		
D.	50mm Bed of approved sand/stone dust blinding finished to receive paving (measured separately).	m2	395		
E.	60mm Thick approved ordinary grey medium duty precast concrete paving (Bamburi smooth finish or equal and approved) in approved pattern laid on sand bed (measured separately) to falls, crossfalls, and cambers including necessary compaction.	m2	315		
F.	Do. <u>but</u> in approved full body coloured paving.	m2	80		
G.	60mm Thick approved full body colour medium duty Cobblestone paving in approved pattern laid on sand bed (measured separately) to falls, crossfalls, and cambers including necessary compaction.	m2	60		
H.	125 x 250mm Precast concrete (Class 25/20) kerb with one chamfered edge finished fair on all exposed surfaces bedded, jointed and pointed in cement mortar (1:3) on and including 325 x 100mm plain concrete (class 20/20) foundation haunched up on one side including all necessary excavation, formwork and soil disposal.	m	312		
	<u>PHASE 4 - CBK, LT TUMBO & BRIDGE</u>				
I	125 x 100mm Precast concrete (class 25/20) channel finished fair on all exposed surfaces bedded, jointed and pointed in cement mortar (1:3) laid on and including 375 x 100mm Plain concrete (class 20/20) foundation haunched up on both sides including all necessary excavation, formwork and soil disposal.	m	312		
J	Prepare and apply three coats of 'Crown Paints Solo' or other equal and approved road marking enamel paint on surfaces of kerbs 200 - 300mm girth to be executed by an approved Sub-Contractor.	m	312		
	<u>TOTAL AMOUNT OF SECTION B CARRIED TO SUMMARY AT END OF BILL NO. 5</u>			Shs.	

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE	Shs./Cts.
	<u>SECTION C</u>				
	<u>RESTORATION OF EXISTING DRIVEWAY AT LT. TUMBO AVENUE</u> <u>(ALL PROVISIONAL)</u>				
A.	Prepare existing road surfaces as necessary to receive prime coat (measured separately) and fill up any existing pot holes with concrete grade 30 to approval.	m2	2,430		
B.	Prepare and apply medium curing back (MC 30) primer.	m2	2,430		
C.	Provide, heat and spray K1-70 emulsion tack coat at a rate of spray in the range of 0.6 litre/m2 to 0.8 litres/m2 or as instructed by the Engineer.	m2	2,430		
D.	Provide, lay and compact 25mm thick Asphalt Concrete(AC) with modified bitumen and 0/14mm aggregates on prepared surface of asphalt base layer with all leads and lifts (excluding tack coat) complete.	m2	2,430		
E.	125 x 250mm Precast concrete (Class 25/20) kerb with one chamfered edge finished fair on all exposed surfaces bedded, jointed and pointed in cement mortar (1:3) on and including 325 x 100mm plain concrete (class 20/20) foundation haunched up on one side including all necessary excavation, formwork and soil disposal.	m	396		
F.	125 x 100mm Precast concrete (class 25/20) channel finished fair on all exposed surfaces bedded, jointed and pointed in cement mortar (1:3) laid on and including 375 x 100mm Plain concrete (class 20/20) foundation haunched up on both sides including all necessary excavation, formwork and soil disposal.	m	396		
G.	Prepare and apply three coats of 'Crown Paints Solo' or other equal and approved road marking enamel paint on surfaces of kerbs 200 - 300mm girth to be executed by an approved Sub-Contractor.	m	396		
	<u>TOTAL AMOUNT OF SECTION C CARRIED TO SUMMARY AT END OF BILL NO. 5</u>			Shs.	
	<u>LT. TUMBO DRIVEWAY</u>				

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE	Shs./Cts.
	<u>SECTION D</u>				
	<u>PAVED AREAS AT THE CBK BUILDING FRONTAGES</u>				
A.	Scarify existing subgrade in preparation to receiving new works (measured separately)	m2	1,239		
B.	150mm Bed of selected sub-grade material compacted to 95% MDD.	m2	1,239		
C.	Telvar 'W' or other equal and approved weed killer under paved areas.	m2	1,239		
D.	50mm Bed of approved sand/stone dust blinding finished to receive paving (measured separately).	m2	1,239		
E.	60mm Thick approved ordinary grey medium duty precast concrete paving (Bamburi smooth finish or equal and approved) in approved pattern laid on sand bed (measured separately) to falls, crossfalls, and cambers including necessary compaction.	m2	989		
F.	Ditto but in approved full body coloured paving.	m2	250		
G.	125 x 250mm Precast concrete (Class 25/20) kerb with one chamfered edge finished fair on all exposed surfaces bedded, jointed and pointed in cement mortar (1:3) on and including 325 x 100mm plain concrete (class 20/20) foundation haunched up on one side including all necessary excavation, formwork and soil disposal.	m	418		
H.	Prepare and apply three coats of 'Crown Paints Solo' or other equal and approved road marking enamel paint on surfaces of kerbs 200 - 300mm girth to be executed by an approved Sub-Contractor.	m	418		
	<u>TOTAL AMOUNT OF SECTION D CARRIED TO SUMMARY AT END OF BILL NO. 5</u>			Shs.	
	<u>PAVED AREAS</u>				

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE	Shs./Cts.
	<u>SECTION E</u>				
	<u>REFURBISHMENT OF EXISTING FOOT BRIDGE</u>				
	<u>Redecoration</u>				
	<u>The whole of the following work is to be executed by an approved sub-contractor.</u>				
	<u>Columns</u>				
A.	Rub down and wire brush existing column surfaces to approval.	m2	89		
	<u>Wall Finishes</u>				
B.	Rub down and wire brush existing wall surfaces to approval.	m2	1169		
	<u>Hand Rail</u>				
C.	Remove all corrosion, loosely adhering paint and light deposit of rust patch prime and paint one undercoat and two gloss finishing coats of 'Crown Paints Solo' or other equal and approved oil paint on general surfaces of existing metal hand railing 100 - 200mm girth.	m	390		
	<u>Risers treads and ramp</u>				
D.	Carefully make good small cracks, chipped nosings and any imperfections, clean and polish existing granolithic paving and leave in perfect condition to the entire satisfaction of the Project Manager.	m2	214		
	<u>Cleaning</u>				
E.	Clean and polish existing granolithic finished floors and ramps to approval.	m2	551		
	<u>TOTAL AMOUNT OF SECTION E CARRIED TO SUMMARY AT END OF BILL NO. 5</u>			Shs.	
0	<u>REFURBISHMENT OF EXISTING FOOT BRIDGE PAVED AREAS COLLECTION</u>				

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE	Shs./Cts.
	<u>SECTION F</u>				
	<u>SPEED TABLES</u>				
	<u>Raised Pedestrian Crossing</u>				
A.	Prepare existing surfaces of tarmac finished road and construct a 3000mm wide x 150mm high x 14700mm long tarmac pedestrian hump finished at 1:30 degrees slope on both ends with and including white reflective thermoplastic paint which comprises of 500mm wide x 3000mm long pedestrian crossing strips at 1000mm centres, 500 x 400mm "Give Way" lines at 1000mm centres on both ends and 400mm wide stop lines all to approval and in accordance to the Civil Engineer's drawing No. CBK-CW-RD-002 and 003	No.	1		
B.	Do. <u>but</u> 3000mm wide x 150mm high x 8400mm long.	No.	1		
C.	Do. <u>but</u> 3000mm wide x 150mm high x 7000mm long.	No.	1		
D.	Do. <u>but</u> 3000mm wide x 150mm high x 5300mm long.	No.	1		
E.	Do. <u>but</u> 3000mm wide x 150mm high x 4600mm long.	No.	1		
F.	Do. <u>but</u> 3000mm wide x 150mm high x 4000mm long.	No.	1		
	<u>TOTAL AMOUNT OF SECTION F CARRIED TO SUMMARY AT END OF BILL NO. 5</u>			Shs.	
	<u>SPEED TABLES</u>				

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE	Shs./Cts.
	<u>SECTION G</u>				
	<u>STREET FURNITURE</u>				
	<u>Bollards</u>				
A.	200mm Diameter x 900mm high above ground precast concrete (class 30/14) anti-ram typical bollard embedded in 500 x 500 x 900mm deep mass concrete (class 20/20) foundation with and including 20mm notch with reflective paint and all necessary reinforcement, formwork, excavation, disposal of surplus material and exposed surfaces sandblasted to approval all in accordance to Civil - Structural Engineer's drawing No. Civ-Struct 234/002	No.	163		
B.	600mm Diameter x 1200mm high above ground precast concrete (class 30/14) anti-ram typical bollard embedded in 900mm diameter x 900mm deep x 150mm thick mass concrete (class 20/20) foundation with and including 400mm high planter on top, 20mm notch ((2No.) with reflective paint, 50mm diameter x 1700mm long soil filled upvc drain pipe and all complete with necessary reinforcement, formwork, excavation, disposal of surplus material and exposed surfaces sandblasted to approval all in accordance to Civil - Structural Engineer's drawing No. Civ-Struct 234/002	No.	84		
	<u>Link Beam</u>				
C.	600 x 1200mm Concrete (class 30/20) ground beam linking the 600mm diameter security bollards at CBK (measured separately) with and including all necessary reinforcement, formwork, excavation and disposal of surplus material to the entire satisfaction of the Structural Engineer.	m	220		
	<u>Tree Grating</u>				
D.	1200 x 1200 x 50mm Thick tree grating made of polysenthetic or fibre reinforcement as fabricated by Specialised Fibreglass Ltd, P.O. Box 78201 - 00100, Nairobi or other equal and approved fabricator with and including fixing to approval all in accordance with Architectural drawing sheet No. HSASD-A-4. 1-5003.	No.	13		
	<u>TOTAL AMOUNT OF SECTION G CARRIED TO SUMMARY AT END OF BILL NO. 5</u>			Shs.	
	<u>STREET FURNITURE</u>				
	<u>COLLECTION</u>				

PROPOSED UPGRADE OF HAILE SELLASIE AVEUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.		Shs.	Cts.																											
	BILL NO. 5 CBK BUILDING FRONTAGE, LT. TUMBO AVENUE WORKS AND SUMMARY <table><thead><tr><th>Sections</th><th>Title</th><th>Page No.</th></tr></thead><tbody><tr><td>A</td><td>Demolitions of Existing Structures (All Provisional)</td><td>5/1</td></tr><tr><td>B</td><td>Pedestrian Walkway at LT. Tumbo Avenue (All</td><td>5/2</td></tr><tr><td>C.</td><td>Restoration of Existing Driveway at LT. Tumbo</td><td>5/3</td></tr><tr><td>D.</td><td>Paved Areas at CBK Building Frontage.</td><td>5/4</td></tr><tr><td>E.</td><td>Refurbishment of Existing Footbridge</td><td>5/5</td></tr><tr><td>F.</td><td>Speed Tables</td><td>5/6</td></tr><tr><td>G.</td><td>Street Furniture</td><td>5/7</td></tr><tr><td colspan="2">TOTAL AMOUNT OF BILL NO. 5 CARRIED TO FINAL</td><td>SHS.</td></tr></tbody></table>	Sections	Title	Page No.	A	Demolitions of Existing Structures (All Provisional)	5/1	B	Pedestrian Walkway at LT. Tumbo Avenue (All	5/2	C.	Restoration of Existing Driveway at LT. Tumbo	5/3	D.	Paved Areas at CBK Building Frontage.	5/4	E.	Refurbishment of Existing Footbridge	5/5	F.	Speed Tables	5/6	G.	Street Furniture	5/7	TOTAL AMOUNT OF BILL NO. 5 CARRIED TO FINAL		SHS.		
Sections	Title	Page No.																												
A	Demolitions of Existing Structures (All Provisional)	5/1																												
B	Pedestrian Walkway at LT. Tumbo Avenue (All	5/2																												
C.	Restoration of Existing Driveway at LT. Tumbo	5/3																												
D.	Paved Areas at CBK Building Frontage.	5/4																												
E.	Refurbishment of Existing Footbridge	5/5																												
F.	Speed Tables	5/6																												
G.	Street Furniture	5/7																												
TOTAL AMOUNT OF BILL NO. 5 CARRIED TO FINAL		SHS.																												
1207	BILL NO. 5 SUMMARY																													

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM	DESCRIPTION	UNIT	QUANTITY	Rate	Amount
	<u>BILL NO. 6</u> <u>PHASE 5 - PAVED AREAS AT BUILDING FRONTAGES (</u> <u>Co-operative House, National Oil Service Station, Kenyatta</u> <u>University Plaza and CPF House)</u> <u>SECTION A</u> <u>PHASE 5 - PAVED AREAS AT BUILDING FRONTAGES</u> <u>SECTION B</u> <u>PAVED AREAS AT BUILDING FRONTAGES</u> <u>(ALL PROVISIONAL)</u>				
A	Telvar 'W' or other equal and approved weed killer under walkways.	m2	1,693		
B	150mm Bed of selected sub-grade material compacted to 95% MDD.	m2	806		
C	50mm Bed of approved sand/stone dust blinding finished to receive paving (measured separately).	m2	1,693		
D	60mm Thick approved ordinary grey medium duty precast concrete paving (Bamburi smooth finish or equal and approved) in approved pattern laid on sand bed (measured separately) to falls, crossfalls, and cambers including necessary compaction.	m2	1,693		
E	125 x 250mm Precast concrete (Class 25/20) kerb with one chamfered edge finished fair on all exposed surfaces bedded, jointed and pointed in cement mortar (1:3) on and including 325 x 100mm plain concrete (class 20/20) foundation haunched up on one side including all necessary excavation, formwork and soil disposal.	m	120		
F	125 x 100mm Precast concrete (class 25/20) channel finished fair on all exposed surfaces bedded, jointed and pointed in cement mortar (1:3) laid on and including 375 x 100mm Plain concrete (class 20/20) foundation haunched up on both sides including all necessary excavation, formwork and soil disposal.	m	93		
G	Prepare and apply three coats of 'Crown Paints Solo' or other equal and approved road marking enamel paint on surfaces of kerbs 200 - 300mm girth to be executed by an approved Sub-Contractor.	m	94		
	<u>TOTAL AMOUNT OF SECTION B CARRIED TO</u> <u>SUMMARY AT END OF BILL NO. 6</u>			Shs.	

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	PAGE	AMOUNT
	<u>BILL NO. 6</u>		
	<u>PHASE 5 - PAVED AREAS AT BUILDING FRONTAGES (Co-</u>		
	<u>SUMMARY</u>		
	<u>Sections</u>	<u>Title</u>	<u>Page No.</u>
	A	Paved Areas at Building Frontages (<u>All</u>	6/1
	<u>TOTAL AMOUNT OF BILL NO. 6 CARRIED TO FINAL</u>		SHS.
	<u>BILL NO. 6</u>		-
	<u>SUMMARY</u>		

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No	DESCRIPTION	UNIT	QTY	RATE	Amount
	BILL NO. 7				
	<u>PHASE 6 - SCULPTURES, MONUMENTS AND RESTORATION OF EXISTING PARKING AND DRIVEWAY AT CBK SIDE</u>				
	<u>SECTION B</u>				
	<u>RESTORATION OF EXISTING STREET PARKING AND DRIVEWAY (ALL PROVISIONAL)</u>				
A.	Prepare existing road surfaces as necessary to receive prime coat (measured separately) and fill up any existing pot holes with concrete grade 30 to approval.	m2	5,120.00		
B.	Prepare and apply medium curing back (MC 30) primer.	m2	5,120.00		
C.	Provide, heat and spray K1-70 emulsion tack coat at a rate of spray in the range of 0.6 litre/m2 to 0.8 litres/m2 or as instructed by the Engineer.	m2	5,120.00		
D.	Provide, lay and compact 25mm thick Asphalt Concrete(AC) with modified bitumen and 0/14mm aggregates on prepared surface of asphalt base layer with all leads and lifts (tack coat measured separately) complete.	m2	5,120.00		
	<u>TOTAL AMOUNT OF SECTION B CARRIED TO SUMMARY AT END OF BILL NO. 7</u>			Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

TEM No	DESCRIPTION	UNIT	QTY	RATE	Amount
	<u>SECTION C</u>				
	<u>OBELISK AT MOI AVENUE ROUNDABOUT</u> <u>(ALL PROVISIONAL)</u>				
	<u>OBELISK</u>				
A.	1000 Gauge 'Diothene' or other equal and approved polythene sheeting as damp proof membrane laid on blinded hardcore (measured separately) with weltd laps (measured net-no allowance made for laps).	m2	212.00		
	<u>Plain concrete (class 15/20)</u>				
B.	50mm blinding under foundations.	m2	212.00		
	<u>Vibrated reinforced concrete (Class 25/20)</u>				
C	Raft foundation	m3	12.00		
D	Steps	m3	16.00		
E	150mm thick walling	m2	14.00		
F	125mm thick walling	m2	14.00		
G	125mm thick suspended dome	m2	10.00		
H	150mm Bed laid on damp proof membrane (measured separately) in bays not exceeding 50 square metres including formwork to edge of bays.	m2	212.00		
I	Extra over 60mm thick x 1150mm high concrete for haunching at the transition from 200mm thick walling to 150mm thick.	m	9.00		
J	Extra over 357 x 250mm high decorative moulds	m	2.00		
	<u>Ribbed bar steel reinforcement as before.</u>				
K	Do. (steps).	Kg	1,660.00		
L	Do. (walling).	Kg	680.00		
M	Do. (dome).	Kg	1,200.00		
				Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No	DESCRIPTION	UNIT	QTY	RATE	Amount
	<u>OBELISK</u>				
	<u>Steel Lined Formwork</u>				
A	Soffit of dome curved on plan to 400mm radius and strutting 14.0-15.0m high.	m2	150.00		
B	Upper surfaces of dome curved on plan to 400mm radius	m2	150.00		
C	Temporary boxing in 150mm thick suspended slab for opening size 600 x 450mm.	No.	4.00		
D	Sides of opening 75-150mm high	m	3.00		
E	Do. <u>but</u> curved on plan to 300mm radius	m	4.00		
	<u>Walling</u>				
F	200mm Approved local load bearing stone walling in cement sand mortar (1:3)	m2	96.00		
G	200mm Thick <u>approved machine cut stone</u> walling in gauged mortar	m2	13.00		
	<u>Precast concrete (class 25/20) finished for on all exposed surfaces and bedded and finished in cement and sand mortar.</u>				
H	350 x 50mm Coping.	m	14.00		
I	100mm Diameter ball anchored on to stub wall (measured separately)	No.	8.00		
J	Pluvex No. 1 or other equal and approved horizontal bitumen damp proof course to B.S. 743 (measured net no allowance made for laps)	m	27.00		
				Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No	DESCRIPTION	UNIT	QTY	RATE	Amount
	<u>OBELISK</u>				
	<u>Finishes</u>				
A.	15mm Cement and Sand (1:4) external rendering on walls finished smooth with a wood float.	m2	26.00		
B.	50mm Ditto but finished to receive animal print mould (measured separately)	m2	124.00		
C.	50 x 50mm Plaster edges around templates (measured separately)	m	22.00		
D.	1110 x 2300 x 3mm Thick mild steel animal print template for forming moulds in approved patterns including lifting and fixing in position to the required height all in strict accordance to Architect's details on drawing sheet no. 5000 series. 17	No.	4.00		
E.	Do. <u>but</u> size 986 x 2300mm.	No.	4.00		
F.	Do. <u>but</u> size 863 x 2300mm.	No.	4.00		
G.	Do. <u>but</u> size 740 x 2300mm.	No.	4.00		
H.	Do. <u>but</u> size 616 x 2300mm.	No.	4.00		
I.	Clean concrete surfaces and brush apply cement and sand slurry to approval.	m2	150.00		
	<u>Finishes</u>				
J.	25mm Thick approved polished terrazo paving on concrete surfaces to be executed by an approved Sub - Contractor.	m2	176.00		
				Shs.	
	<u>OBELISK</u>				

TEM No	DESCRIPTION	UNIT	QTY	RATE	Amount
	<u>SECTION C</u> <u>OBELISK AT MOI AVENUE ROUNDABOUT</u> <u>(ALL PROVISIONAL)</u> <u>COLLECTION</u> Brought forward from Page No. 7/2 " " " " " 7/3 " " " " " 7/4 <u>TOTAL AMOUNT OF SECTION C CARRIED TO</u> <u>SUMMARY AT END OF BILL NO. 7</u> <u>OBELISK AT MOI AVENUE ROUNDABOUT</u>				
				Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

TEM No	DESCRIPTION	UNIT	QTY	RATE	Amount
	<u>SECTION D</u>				
	<u>MASONRY PITCHED RETAINING WALL AT THE</u> <u>ROUNABOUTS</u> <u>(ALL PROVISIONAL)</u>				
A	100mm UPVC sleeve 250mm long with and including forming or leaving hole in 200mm masonry wall for weep holes.	No.	124.00		
	<u>Finishes</u>				
B.	Prepare existing road surfaces as necessary to receive prime coat (measured separately) and fill up any existing pot holes with concrete grade 30 to approval.	m2	120.00		
C.	Prepare and apply medium curing back (MC 30) primer.	m2	120.00		
D.	Provide, heat and spray K1-70 emulsion tack coat at a rate of spray in the range of 0.6 litre/m2 to 0.8 litres/m2 or as instructed by the Engineer.	m2	120.00		
E.	Provide, lay and compact 25mm thick Asphalt Concrete(AC) with modified bitumen and 0/14mm aggregates on prepared surface of asphalt base layer with all leads and lifts (tack coat measured separately) complete.	m2	120.00		
F	Prepare and apply 'Crown Paints Solo' or other equal and approved reflective paint to form Chevrons on rendered walls externally to be executed by an approved Sub-Contractor	m2	108.00		
	<u>SECTION D</u>			Shs.	
	<u>MASONRY PITCHED RETAINING WALL AT THE</u> <u>ROUNABOUTS</u>				
	<u>TOTAL AMOUNT OF SECTION D CARRIED TO</u> <u>SUMMARY AT END OF BILL NO. 7</u>			Shs.	
1207	<u>MASONRY RETAINING WALL</u>				

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No	DESCRIPTION	UNIT	QTY	RATE	Amount
	<u>SECTION E</u> <u>PAVILION</u> <u>(ALL PROVISIONAL)</u> <u>PAVILION</u> <u>Finishes</u>				
C.	25mm Thick approved polished terrazo paving on concrete surfaces to be executed by an approved Sub - Contractor	m2	11.00		
D.	Sandblast finish on concrete surfaces to approval	m2	20.00		
	<u>Structural steelwork grade 4.3C (factory primed) to be executed by an approved Sub-Contractor.</u>				
	<u>Unframed mild steel including all necessary painting</u>				
E.	150 x 150 x 6mm Thick square hollow section partially embedded in concrete (measured separately).	m	2.00		
F.	100 x 100 x 5mm Thick square hollow section partially embedded in concrete (measured separately).	m	2.00		
G.	40 x 40 x 4mm Thick square hollow section rafters	m	2.00		
H.	20 x 20 x 1.5mm Thick square hollow section bracings.	m	2.00		
I.	Extra for welded connections.	No.	2.00		
	<u>Roof covering with and including all necessary accessories and fixings to approval</u>				
J.	Approved 4mm Thick coloured perspex glass lining on structural steel purlins (measured separately)	m2	14.00		
				Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No	DESCRIPTION	UNIT	QTY	RATE	Amount
	<u>PAVILION</u>				
	<u>Paved Areas</u>				
A.	Scarify existing subgrade in preparation to receiving new works (measured separately)	m2	40.00		
B.	Telvar "W" or other equal and approved weed killer under walkways.	m2	187.00		
C.	150mm Bed of selected sub-grade material compacted to 95% MDD.	m2	187.00		
D.	50mm Bed of approved sand/stone dust blinding finished to receive paving (measured separately).	m2	187.00		
E.	60mm Thick approved ordinary grey medium duty precast concrete paving (Bamburi smooth finish or equal and approved) in approved pattern laid on sand bed (measured separately) to falls, crossfalls, and cambers including necessary compaction.	m2	187.00		
				Shs.	
	<u>SECTION E</u>				
	<u>PAVILION</u>				
	<u>(ALL PROVISIONAL)</u>				
	<u>COLLECTION</u>				
	Brought forward from Page No. 7/7				
	" " " " " 7/8				
	Shs				
	<u>TOTAL AMOUNT OF SECTION E CARRIED TO SUMMARY AT END OF BILL NO. 7</u>			Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION		AMOUNT
	<u>BILL NO. 7</u>		
	<u>PHASE 6 - SCULPTURES, MONUMENTS AND RESTORATION OF</u>		
	<u>SUMMARY</u>		
	<u>Section</u>	<u>Title</u>	<u>Page No.</u>
	A	Restorations of existing Street Parking and Driveway (<u>All</u>	7/1
	B	Obelisk at Moi Avenue Roundabout (<u>All Provisional</u>)	7/5
	C	Masonry Retaining Wall at the Roundabouts (<u>All</u>	7/6
	D	Pavilion (<u>All Provisional</u>)	7/8
	<u>TOTAL AMOUNT OF BILL NO. 7 CARRIED TO FINAL SUMMARY</u>		SHS.
1207	<u>BILL NO. 7</u> <u>SUMMARY</u>		

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QTY	RATE	Shs./Cts.
	<u>BILL NO. 8</u> <u>LANDSCAPING</u> <u>SECTION A - PHASE 2</u>				
A	GRADING <u>Clear site of all debris and grade the top soil to approved standards.</u> <u>Remove from site all foreign objects arising from landscape operation shall be carted away or deposited.</u>	SM	1570		
B	PALMS <u>Plant and maintain the following palms including removing all excavated materials and backfilling with well decomposed manure mixed with topsoil and sand (1:4)</u> <u>Pit size 1500x1500x1500mm</u> <u>Palms are to be supplied by the Client</u>				
C	Phoenix guineensis (Planting and Staking only)	No.	53		
D	TREES <u>Supply,store in approved condition, plant and maintain the following trees including removing all excavated materials and backfilling with well decomposed manure and topsoil (1:3)</u> <u>Pit size 1200x1200x1200mm</u>				
E	Bauhinia purpurea (Min height- 2M)	No.	26		
F	Tipuana tipu (Min height-2M)	No.	10		
G	Candle nut (Min height-2M)	No.	1		
H	Cassia spectabilis (Min height-2M)	No.	3		
I	SHRUBS (750 mm High) <u>Supply the following shrubs including forming pit of 450X450X450mm and removing all excavated materials and back-filling with well decomposed manure and topsoil (1:3)</u>				
J	Bougainvillea rosenka	No.	268		
K	Pereskia aculeata	No.	204		
L	Aloe dawei 'red'	No	30		
M	Crassula ovata 'Hummel's summit'	No.	81		
N	Aloe dawei 'yellow'	No.	41		
O	Carassula arborescens	No.	56		
P	Aloe ciliriaris	No.	17		
Q	Nerium oleander 'peach'	No.	14		
R	Agave attenuata	No.	55		
S	Nerium oleander 'pink'	No.	12		
	TOTAL CARRIED TO COLLECTION			Shs.	

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QTY	RATE	Shs./Cts.
A	GROUND COVERS. <u>Supply, store in approved condition plant and maintain the following ground covers including forming pit of 200x200x200mm deep and backfilling with well decomposed manure / topsoil mix(1:3)</u>				
B	Delosperma cooperi	No.	1471		
C	Barleria purple	No.	98		
D	Crassula "campfire"	No.	1377		
E	Portulacca grandiflora	No.	654		
F	Senecio serpens	No.	1480		
G	Tradescantia zebrina	No.	591		
H	Crassula multicava	No.	974		
I	Sansevieria 'Black Gold'	No.	399		
J	PLANTING MEDIA				
K	Provide a mix of top soil and well decomposed manure for planting and top dressing of all shrub areas	CM	953		
L	Supply well decomposed animal manure	CM	247.70		
M	Supply River sand	CM	159.2		
N	Supply of Gravel not exceeding 20mm dia.	CM	4.5		
O	Site watering during Construction	Item	1		
	TOTAL CARRIED TO COLLECTION			Shs.	
	<u>SECTION A - PHASE 2</u>				
	<u>COLLECTION</u>				
	Brought forward from Page 8/1				
	Brought forward from Page 8/2				
	<u>TOTAL AMOUNT OF PHASE 2 CARRIED TO SUMMARY PAGE NO. 8/8</u>			Shs.	

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QTY	RATE	Shs./Cts.
	<u>SECTION B - PHASE 3</u>				
A	GRADING <u>Clear site of all debris and grade the top soil to approved standards.</u> <u>Remove from site all foreign objects arising from landscape operation shall be carted away or deposited.</u>	SM	77		
B	PALMS <u>Plant and maintain the following palms including removing all excavated materials and backfilling with well decomposed manure mixed with topsoil and sand (1:4)</u> Pit size 1500x1500x1500mm <u>Palms are to be supplied by the Client</u>				
C	Phoenix guineensis (Planting and Staking only)	No.	42		
D	SHRUBS (750 mm High) Supply the following shrubs including forming pit of 450X450X450mm and removing all excavated materials and back-filling with well decomposed manure and topsoil (1:3)				
E	Bougainvillea rosenka	No	60		
F	Hibiscus pink	No.	9		
G	GROUND COVERS. <u>Supply, store in approved condition plant and maintain the following ground covers including forming pit of 200x200x200mm deep and backfilling with well decomposed manure / topsoil mix(1:3)</u>				
H	Crassula multicava	No.	332		
I	PLANTING MEDIA				
J	Provide a mix of top soil and well decomposed manure for planting and top dressing of all shrub areas	CM	132		
K	Supply well decomposed animal manure	CM	34.4		
L	Supply River sand	CM	116.2		
M	Supply of Gravel not exceeding 20mm dia.	CM	3		
N	Site watering during Construction	Item	1		
	<u>TOTAL AMOUNT OF PHASE 3 CARRIED TO SUMMARY PAGE NO. 8/8</u>			Shs.	

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QTY	RATE	Shs./Cts.
	<u>SECTION C - PHASE 4</u>				
A	GRADING <u>Clear site of all debris and grade the top soil to approved standards.</u> <u>Remove from site all foreign objects arising from landscape operation shall be carted away or deposited.</u>	SM	60		
B	PALMS <u>Plant and maintain the following palms including removing all excavated materials and backfilling with well decomposed manure mixed with topsoil and sand (1:4)</u> Pit size 1500x1500x1500mm <u>Palms are to be supplied by the Client</u>				
C	Phoenix guineensis (Planting and Staking only)	No.	20		
D	SHRUBS (750 mm High) Supply the following shrubs including forming pit of 450X450X450mm and removing all excavated materials and back-filling with well decomposed manure and topsoil (1:3)				
E	Strelizia reginae	No.	30		
F	GROUND COVERS. <u>Supply, store in approved condition plant and maintain the following ground covers including forming pit of 200x200x200mm deep and backfilling with well decomposed manure / topsoil mix(1:3)</u>				
G	Agapanthus white 'dwarf'	No.	49		
H	Agapanthus blue 'dwarf'	No.	51		
I	Barleria purple	No.	327		
J	PLANTING MEDIA				
K	Provide a mix of top soil and well decomposed manure for planting and top dressing of all shrub areas	CM	7.1		
L	Supply well decomposed animal manure	CM	3.3		
M	Supply River sand	CM	2.8		
N	Supply of Gravel not exceeding 20mm dia.	CM	2		
O	Site watering during Construction	Item	1		
	<u>TOTAL AMOUNT OF PHASE 4 CARRIED TO SUMMARY PAGE NO. 8/8</u>			Shs.	

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QTY	RATE	Shs./Cts.
	<u>SECTION D - PHASE 6</u>				
A	GRADING <u>Clear site of all debris and grade the top soil to approved standards.</u> <u>Remove from site all foreign objects arising from landscape operation shall be carted away or deposited.</u>	SM	640		
B	SHRUBS (750 mm High) Supply the following shrubs including forming pit of 450X450X450mm and removing all excavated materials and back-filling with well decomposed manure and topsoil (1:3)				
C	Bougainvillea rosenka	No.	32		
D	Pereskia aculeata	No.	120		
E	Duranta repense	No.	147		
F	GROUND COVERS. <u>Supply, store in approved condition plant and maintain the following ground covers including forming pit of 200x200x200mm deep and backfilling with well decomposed manure / topsoil mix(1:3)</u>				
G	Tradescantia zebrina	No.	1583		
H	Crassula multicava	No.	1639		
I	Liriope variegated	No.	760		
J	Aptenia cordata green	No.	6989		
K	African lily	No.	726		
L	PLANTING MEDIA				
M	Provide a mix of top soil and well decomposed manure for planting and top dressing of all shrub areas	CM	192		
N	Supply well decomposed animal manure	CM	79		
O	600 x 600 x 50mm Concrete paving slabs.	No.	710		
P	Site watering during Construction	Item	1		
	<u>TOTAL AMOUNT OF PHASE 6 CARRIED TO SUMMARY PAGE NO. 8/8</u>			Shs.	

ITEM No.	DESCRIPTION	Shs.	Cts.
	<u>BILL NO. 8</u>		
	<u>LANDSCAPING</u>		
	<u>SUMMARY</u>		
	<u>Section</u>	<u>Title</u>	<u>Page No.</u>
	A	PHASE 2	8/2
	B	PHASE 3	8/3
	C	PHASE 4	8/4
	D.	PHASE 6	8/5
	<u>TOTAL AMOUNT OF BILL NO. 8 CARRIED TO FINAL SUMMARY</u>		SHS.
	<u>BILL NO. 8</u> <u>SUMMARY</u>		

Item	Description	Qty	Unit	Rate	Amount (Kshs)
	<u>BILL NO. 9</u> <u>SOLAR STREET & WALKWAY LIGHTING</u> <u>Note:</u> See Appendix 'B' for Solar Street and Walkway Lighting Technical Specification <u>SECTION A - GENERAL ITEMS</u>				
P1	<u>Flame - Proof Lighting</u> The Contractor shall provide adequate weather proof lighting to the approval of the Engineer if Night work is to be undertaken.				
P2	<u>Protection of the Works</u> Provide protection of the whole of the Works obtained in the Bills of Quantities, including casing up, covering of such other means as may be necessary to avoid damage to the satisfaction of the Engineer and remove such protection when no longer required				
P3	<u>Working Drawings For Specialized Works</u> The Contractor shall prepare such working drawings as may be necessary. The working drawings shall be complete in such detail not only that the Contract Works can be executed on site but also the Engineer can approve the Contractor's proposals detailed The Copies of all Working Drawings shall be submitted to the Engineer for approval. If not so submitted, the contractor shall accept at his own cost, the risk that any work commenced or which he intends to commence on site may be rejected Working drawings to be prepared by the contractor shall include but not be restricted to the following;				
P4	Any drawings required by the Engineer to enable Structural provisions to be made including the detailing of holes, chases, fixing and foundations				
P5	General arrangement drawings of all equipment, and plant, pipe work or any part thereof. Dead loads on structures to be clearly indicated				
P6	Schematic layout drawings of equipment pipework and wiring diagrams				
	Total carried to collection page				

Item	Description	Qty	Unit	Rate	Amount (Kshs)
P7	Complete circuit drawings of the equipment together with associated circuit description				
P8	Four copies of approved Working Drawings shall be submitted to the Engineer as soon as approval is given Approved by the Engineer or not, Working drawings shall neither relieve the Contractor of any of his obligations under the Contract nor relieve him from correcting any errors found subsequently in the approved Working Drawings or in the Work on site				
P9	Provide as build drawings in 4 copies to be submitted to the client upon completion of the project				
P10	General arrangement drawings of all equipment, and plant, pipe work or any part thereof. Dead loads on structures to be clearly indicated				
P11	Schematic layout drawings of equipment				
P12	Complete circuit drawings of the equipment together with associated circuit description				
P13	Sub-Contractor should allow for factory visit for inspection and verification of material and equipment before factory test and acceptance by client representative and engineer				
P14	Allow for relocation, repair and making good any electrical services that will be affected during execution of works	item	1		
Total carried to collection page					
	<u>COLLECTION PAGE</u>				
	B/F from page 9/1				
	B/F from page 9/2				
TOTAL FOR GENERAL ITEMS CARRIED TO SUMMARY PAGE NO. 9/10					

Item	Description	Qty	Unit	Rate	Amount (Kshs)
	<u>SECTION B</u>				
	<u>PHASE 1</u>				
1	CENTRAL MEDIAN ON HAILE SELLASIE AVENUE FROM UHURU HIGHWAY TO MOIS AVENUE JUNCTION				
	Supply, install, Test and commission Integrated Solar Lights complete with associated control terminations & fixing materials				
1.1	IP66 Road light in die-cast aluminium body with Flat Glass enclosure Compleat 100W LED Energy saving high lumen integrated lamp as ALLTOP 0911C150-01 150W or equivalent with the following features Product Features Intelligent control, automatically turn on or off. ALL IN ONE design, integrated with solar panel, LED street light, LiFePO4 (Lithium) battery and controlle Mono solar panel high-efficiency crystalline PV module PWM/MPPT smart controller integrated with PIR sensor for controlling the light output as full brightness or DIM mode half brightness upon the detection of movements. 10-12 hours lighting per day, 3days lasting in rainy days IP Rating of IP66 guard level, aluminum housing 3 years Warranty Double Arm Pole Set	No	74		
1.2	8m high, Q235 steel grade; hot-dip galvanized and spray coated treatment including base plate with double Fixture Mount 180° apart, 800mm Long angular Bracket, Pole Top Mount with vandal proof bolt and nuts	No	37		
1.3	Allow for fully actual product demonstration that will include confirmation of charging, battery storage capability, on/off and dimming functionalities and first level maintenance training of in-house team	item	1		
1.4	Allow for pole mount concrete plinth with 4No mounting bolts to SE details or as provided by the pole manufacturer	item	37		
	TOTAL FOR PHASE 1 CARRIED TO SUMMARY PAGE 9/10				

Item	Description	Qty	Unit	Rate	Amount (Kshs)
	<u>SECTION C</u>				
	<u>PHASE 2</u>				
2	The Main Pedestrian Walkway Memorial Park, Cooperative House, Agah Khan Walk entry, Ex-telkom house, CBK build, Times Towers, Petro Station, KU Plaza to Parliament Rd, Parliament Road to Uhuru Highway Supply, install, Test and commission Integrated Solar Lights complete with associated control terminations & fixing materials				
2.1	IP66 Walkway/Road light in die-cast aluminium body with Flat Glass enclosure Compleat 18W LED Energy saving high lumen integrated motion sensor lamp as ALLTOP 0903A20-01 20W or equivalent with the following features Product Features Intelligent control, automatically turn on or off. ALL IN ONE design, integrated with solar panel, LED street light, LiFePO4 (Lithium) battery and controlle Mono solar panel high-efficiency crystalline PV module PWM/MPPT smart controller integrated with PIR sensor for controlling the light output as full brightness or DIM mode half brightness upon the detection of movements. 10-12 hours lighting per day, 3days lasting in rainy days IP Rating of IP66 guard level, aluminum housing 3 years Warranty Single Arm Pole Set	No	86		
2.2	5m high, Q235 steel grade; hot-dip galvanized and spray coated treatment including base plate with Single Fixture Mount, 450mm Long Bracket, Pole Top Mount with vandal proof bolt and nuts Double Arm Pole Set	No	76		
2.3	5m high, Q235 steel grade; hot-dip galvanized and spray coated treatment including base plate with double Fixture Mount 180° apart, 450mm Long Bracket, Pole Top Mount with vandal proof bolt and nuts	No	5		
2.4	Allow for fully actual product demonstration that will include confirmation of charging, battery storage capability, on/off and dimming functionalities and first level maintenance training of in-house team	item	1		
2.5	Allow for pole mount concrete plinth with 4No mounting bolts to SE details or as provided by the pole manufacturer	item	81		
	TOTAL FOR PHASE 2 CARRIED TO SUMMARY PAGE 9/10				

Item	Description	Qty	Unit	Rate	Amount (Kshs)
	<u>SECTION D</u>				
	<u>PHASE 3</u>				
3	Zones 5,6 &7				
	Supply, install, Test and commission Integrated Solar Lights complete with associated control terminations & fixing materials				
3.1	IP66 Walkway/Road light in die-cast aluminium body with Flat Glass enclosure Compleat 18W LED Energy saving high lumen integrated motion sensor lamp as ALLTOP 0903A20-01 20W or equivalent with the following features Product Features Intelligent control, automatically turn on or off. ALL IN ONE design, integrated with solar panel, LED street light, LiFePO4 (Lithium) battery and controlle Mono solar panel high-efficiency crystalline PV module PWM/MPPT smart controller integrated with PIR sensor for controlling the light output as full brightness or DIM mode half brightness upon the detection of movements. 10-12 hours lighting per day, 3days lasting in rainy days IP Rating of IP66 guard level, aluminum housing 3 years Warranty Pole Set	No	18		
3.2	5m high, Q235 steel grade; hot-dip galvanized and spray coated treatment including base plate with Single Fixture Mount, 450mm Long Bracket, Pole Top Mount with vandal proof bolt and nuts	No	18		
3.3	Allow for fully actual product demonstration that will include confirmation of charging, battery storage capability, on/off and dimming functionalities and first level maintenance training of in-house team	item	1		
3.4	Allow for pole mount concrete plinth with 4No mounting bolts to SE details or as provided by the pole manufacturer	item	18		
TOTAL FOR PHASE 3 CARRIED TO SUMMARY PAGE 9/10					

Item	Description	Qty	Unit	Rate	Amount (Kshs)
	<u>SECTION E</u>				
	<u>PHASE 4</u>				
4	CBK frontage, Lt. Tumbo walkway and Existing Foot Bridge to City Square				
	Supply and install Solar Lights and accessories complete with associated control terminations & fixing materials				
4.1	IP66 Walkway/Road light in die-cast aluminium body with Flat Glass enclosure Compleat 18W LED Energy saving high lumen integrated motion sensor lamp as ALLTOP 0903A20-01 20W or equivalent with the following features Product Features Intelligent control, automatically turn on or off. ALL IN ONE design, integrated with solar panel, LED street light, LiFePO4 (Lithium) battery and controlle Mono solar panel high-efficiency crystalline PV module PWM/MPPT smart controller integrated with PIR sensor for controlling the light output as full brightness or DIM mode half brightness upon the detection of movements. 10-12 hours lighting per day, 3days lasting in rainy days IP Rating of IP66 guard level, aluminum housing 3 years Warranty	No	40		
4.2	Pole Set (Single Arm) 5m high, Q235 steel grade; hot-dip galvanized and spray coated treatment including base plate with Single Fixture Mount, 450mm Long Bracket, Pole Top Mount with vandal proof bolt and nuts	No	14		
4.3	Pole Set (Double Arm) 5m high, Q235 steel grade; hot-dip galvanized and spray coated treatment including base plate with double Fixture Mount 180° apart, 450mm Long Bracket, Pole Top Mount with vandal proof bolt and nuts	No	13		
4.4	Allow for fully actual product demonstration that will include confirmation of charging, battery storage capability, on/off and dimming functionalities and first level maintenance training of in-house team	item	1		
4.5	Allow for pole mount concrete plinth with 4No mounting bolts to SE details or as provided by the pole manufacturer	item	27		
	TOTAL FOR PHASE 4 CARRIED TO SUMMARY PAGE 9/10				

Item	Description	Qty	Unit	Rate	Amount (Kshs)
<u>SECTION F</u>					
<u>PHASE 5</u>					
5	Oblesik at the Railways roundabout				
	Supply and install Solar Lights and accessories complete with associated control terminations & fixing materials				
5.1	IP66 Walkway/Road light in die-cast aluminium body with Flat Glass enclosure Compleat 18W LED Energy saving high lumen integrated motion sensor lamp as ALLTOP 0903A20-01 20W or equivalent with the following features	No	4	-	
	Product Features Intelligent control, automatically turn on or off. ALL IN ONE design, integrated with solar panel, LED street light, LiFePO4 (Lithium) battery and controlle Mono solar panel high-efficiency crystalline PV module PWM/MPPT smart controller integrated with PIR sensor for controlling the light output as full brightness or DIM mode half brightness upon the detection of movements. 10-12 hours lighting per day, 3days lasting in rainy days IP Rating of IP66 guard level, aluminum housing 3 years Warranty				
5.2	Pole Set 5m high, Q235 steel grade; hot-dip galvanized and spray coated treatment including base plate with Single Fixture Mount, 450mm Long Bracket, Pole Top Mount with vandal proof bolt and nuts	No	4		
5.3	Solar Powered Marine Navigation Light 1-4NM	No	2		
	Product Features Intelligent control, automatically turn on or off. ALL IN ONE design, integrated with solar panel, LED street light, LiFePO4 (Lithium) battery and controlle Integrated design, solar panel and LiFePO4 battery built in; High tech control chip,can precise control battery status; Special LED chip, high light intensity, low power consumption; High quality materials,apply to outdoor severe environment. 3 years Warranty				
5.4	Allow for fully actual product demonstration that will include confirmation of charging, battery storage capability, on/off and dimming functionalities and first level maintenance training of in-house team	item	1		
5.5	Allow for flexible slim PV panel for the oblesik at the roundabout of railways to architects approval	item	1		
5.6	Allow for pole mount concrete plinth with 4No mounting bolts to SE details or as provided by the pole manufacturer	item	4		
TOTAL FOR PHASE 5 CARRIED TO SUMMARY PAGE 9/10					

TOTAL SOLAR STREET/WALKWAY LIGHTING CARRIED TO FINAL SUMMARY

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

Item No.	Description	Unit	Qty	Rate	Amount
	<u>BILL NO. 10</u> <u>AGA KHAN WALK ZONE 1</u> <u>SECTION A</u> <u>HARAMBEE AVENUE TO HAILE SELLASIE</u> <u>AVENUE WALKWAY</u> <u>SECTION I</u> <u>PEDESTRIAN WALKWAY</u>				
A.	60mm Thick approved full body colour medium duty cobble stone paving in approved partain laid on sand bed (measured separately) to falls, crossfalls, and cambers including all necessary compaction.	m2	57.00		
B.	125 x 250mm Precast concrete (Class 25/20) kerb with one chamfered edge finished fair on all exposed surfaces bedded, jointed and pointed in cement mortar (1:3) on and including 325 x 100mm plain concrete (class 20/20) foundation haunched up on one side including all necessary excavation, formwork and soil disposal.	m	15.00		
C.	125 x 100mm Precast concrete (class 25/20) channel finished fair on all exposed surfaces bedded, jointed and pointed in cement mortar (1:3) laid on and including 375 x 100mm Plain concrete (class 20/20) foundation haunched up on both sides including all necessary excavation, formwork and soil disposal.	m	15.00		
D.	Prepare and apply three coats of 'Crown Paints Solo' or other equal and approved road marking enamel paint on surfaces of kerbs 200 - 300mm girth to be executed by an approved Sub-Contractor.	m	140.00		
	<u>TOTAL AMOUNT OF SECTION II CARRIED TO SUMMARY AT END OF SECTION A</u>			Shs.	

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

Item No.	Description	Unit	Qty	Rate	Amount
A.	<u>AGA KHAN WALK ZONE 1</u> <u>PEDESTRIAN WALKWAY</u> <u>COLLECTION</u> <u>SECTION III</u> <u>SPEED TABLES</u> <u>Raised Pedestrian Crossing</u> Prepare existing surface of tarmac finished road and construct a 12000mm wide x 150mm high x 13000mm long pedestrian hump finished at 1:30 degrees slope on both ends with and including white reflective thermoplastic paint which comprises of 500mm wide x 3000mm long pedestrian crossing strips at 1000mm centres, 500 x 400mm "Give Way" lines at 1000mm centres on both ends and 400mm wide "Stop Lines" all to approval and in accordance to the Civil Engineer's drawing No. CBK-CW-RD-002 and 003.	Item	1.00		-
	<u>TOTAL AMOUNT OF SECTION III CARRIED TO SUMMARY AT END SECTION A</u>			Shs.	-
	<u>AGA KHAN WALK ZONE 1</u> <u>SPEED TABLES</u> <u>COLLECTION</u>				

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.		DESCRIPTION		AMOUNT
1207		<u>HARAMBEE HAILE SELLASIE WALKWAY</u>		
		<u>SUMMARY</u>		
	<u>Sections</u>	<u>Title</u>	<u>Page No.</u>	
	II	Pedestrian Walkway Harambee Avenue to Haile Sellasie Avenue (<u>All Provisional</u>)	10A/1	
	III	Speed Tables	10A/2	
	<u>TOTAL AMOUNT OF SECTION A CARRIED TO SUMMARY AT END OF BILL NO. 10</u>		SHS.	
	<u>BILL NO. 10 - SECTION A</u>			
	<u>SUMMARY</u>			

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA					
ITEM No.	DESCRIPTION	UNIT	BoQ	Rate	Amount
	<u>SECTION B</u>				
	<u>PEDESTRIAN WALKWAY SPACE BEHIND MEMORIAL PARK AND CO-OPERATIVE HOUSE</u>				
	<u>SECTION II</u>				
	<u>AGA KHAN WALK ZONE 1 PEDESTRIAN WALKWAY</u>				
A.	125 x 250mm Precast concrete (Class 25/20) kerb with one chamfered edge finished fair on all exposed surfaces bedded, jointed and pointed in cement mortar (1:3) on and including 325 x 100mm plain concrete (class 20/20) foundation haunched up on one side including all necessary excavation, formwork and soil disposal.	M	103.00		
B	125 x 100mm Precast concrete channel as before.	M	263		
	<u>Bollards</u>				
C	20mm notch with reflective paint to the bollards all in accordance to Civil - Structural Engineer's drawing No. Civ-Struct 234/002	No	15		
	<u>Trash Receptacles</u>				
D	1500 x 460 x 1200mm High overall Trash bin in three equal compartments of size 450 x 330 x 850mm high each comprising of 50 x 25mm recycled plastic panels fitted to detail in different colour shades, 175 x 150mm opening, 430 x 100 x 3mm mild steel branded recycling board guide riveted/welded at the back all fixed onto 50 x 50 x 3mm rectangular hollow section section vertical and horizontal membrane with and including an approved lockable steel cover and all necessary excavations, foundations, formwork, reinforcement, removal of surplus excavated materials and finishes all in accordance to Architects drawing sheet No. HSASD-A-4.1-5005	No.	2		
	<u>TOTAL AMOUNT OF SECTION III CARRIED TO SUMMARY AT END OF SECTION B</u>			Shs.	

ITEM No.	PROPOSED	UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA	Current Amount
		Description	
		<u>SPACE BEHIND MEMORIAL PARK AND CO-OPERATIVE HOUSE</u>	
		<u>SUMMARY</u>	
	<u>Sections</u>	<u>Title</u>	<u>Page No.</u>
	II	Pedestrian Walkway Space behind Memorial Park and Co-operative House (<u>All Provisional</u>)	10B/1
		<u>TOTAL AMOUNT OF SECTION B CARRIED TO SUMMARY AT END OF BILL NO. 10</u>	SHS.
1207	<u>BILL NO. 10 - SECTION B SUMMARY</u>		

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION C</u>				
	<u>LANDSCAPING</u>				
A	ZONE 1				
B	GRASSING Supply, planting, watering and tending till fully established Paspalum planting at spacing of 100mm centres both ways	S.M	450		
C	PLANTING MEDIA				
D	Provide top soil for planting and top dressing of all shrub areas	CM	210		
E	Supply well decomposed animal manure	CM	60		
F	Supply River sand	CM	21.6		
G	Site watering during Construction	Item	1		
	TOTAL AMOUNT OF SECTION C CARRIED TO SUMMARY AT END OF BILL NO. 10			Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION D</u>				
	<u>SOLAR LIGHTING</u>				
a	22W/30W Solar Walk Way Light Product Features Intelligent control, automatically turn on or off. ALL IN ONE design, integrated with solar panel, LED street light, LiFePO4 (Lithium) battery and controlle Mono solar panel high-efficiency crystalline PV module sensor for controlling the light output as full brightness or DIM mode half brightness upon the detection of movements. 10-12 hours lighting per day, 3days lasting in rainy days IP Rating of IP66 guard level, aluminum housing 3 years Warranty	No	27		
	Pole Set				
b	5-6m high, Q235 steel grade; hot-dip galvanized and spray coated treatment including base plate (foundation not included) Single Fixture Mount, 450mm Long, Aluminum Spoke Bracket, Pole Top Mount	No	7		
b	6-7m high, Q235 steel grade; hot-dip galvanized and spray coated treatment including base plate (foundation not included) Double Fixture Mount, 450mm Long, Aluminum Spoke Bracket, Pole Top Mount	No	10		
c	Allow for product demonstration and training of operator and in-house maintenance team	item	1		
d	Allow for pole mount concrete plinth with 4No mounting bolts to SE details or as provided by the pole manufacturer	item	27		
	TOTAL AMOUNT OF SECTION D CARRIED TO SUMMARY AT END OF BILL NO. 10			Shs.	

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.				Shs./Cts.
		<u>BILL NO. 10</u>		
		<u>AGA KHAN WALK ZONES 1</u>		
		<u>SUMMARY</u>		
	<u>Sections</u>	<u>Title</u>	<u>Page No.</u>	
	A	Zone 1 A	Bill 10A - Summary	
	B	Zone 1B	Bill 10B - Summary	
	C	Landscaping	Bill 10 - Landscaping	
	D	Solar Street Lighting	Bill 10 - Solar	
	<u>TOTAL AMOUNT OF BILL NO. 10 CARRIED TO FINAL</u>		SHS.	
	<u>BILL NO. 10 - AGA KHAN WALK ZONES 1</u>			
	<u>SUMMARY</u>			

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

Item	Description	Unit	BoQ	Rate	Amount
1207	<u>BILL NO. 11</u> <u>AGA KHAN WALK ZONE 2 AND 3</u> <u>SECTION A</u> <u>ZONE 2 - (UCHUMI SUPERMARKET, ELECTRICITY HOUSE</u> <u>UPTO HARAMBEE AVENUE)</u> <u>AGA KHAN WALK ZONE 2</u> <u>DEMOLITIONS OF EXISTING STRUCTURES</u> <u>COLLECTION</u> <u>SECTION II</u> <u>PEDESTRIAN WALKWAY</u> <u>(ALL PROVISIONAL)</u>				
	A. Excavate in fill to reduce levels commencing at existing ground level not exceeding 1.50m deep and cart away the arising.	m3	270		
	B. Scarify existing subgrade in preparation to receiving new works (measured separately)	m2	200		
	C. Approved murram in making up levels, spread, levelled, watered and well rammed and consolidated in 150mm thick layers.	m3	1,680		
	D. Telvar 'W' or other equal and approved weed killer under walkways.	m2	2,176		
	E. 150mm Bed of selected sub-grade material compacted to 95% MDD.	m2	1,088		
	F. 50mm Bed of approved sand/stone dust blinding finished to receive paving (measured separately).	m2	2,176		
	G. 60mm Thick approved normal grey medium duty precast concrete paving (Bamburi smooth finish or equal and approved) in approved pattern laid on sand bed (measured separately) to falls, crossfalls, and cambers including necessary compaction.	m2	2,176		
	H. Do. <u>but</u> light grey medium duty precast concrete.	m2	1,920		
	I. Do. <u>but</u> 200mm wide dark grey edging.	m	686		
	J. Do. <u>but</u> 300mm wide dark grey strip.	m	137		
	K. Do. <u>but</u> 200mm wide light grey quad blocks.	m	18		
				Shs.	

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

Item	Description	Unit	BoQ	Rate	Amount
	<u>AGA KHAN WALK ZONE 2</u>				
	<u>PEDESTRIAN WALKWAY</u>				
A.	60mm Thick approved full body colour medium duty cobble stone paving in approved partain laid on sand bed (measured separately) to falls, crossfalls, and cambers including all necessary compaction.	m2	24		
B.	Do. <u>but</u> 300mm wide strip.	m	132		
C.	125 x 100mm Precast concrete (class 25/20) channel finished fair on all exposed surfaces bedded, jointed and pointed in cement mortar (1:3) laid on and including 375 x 100mm Plain concrete (class 20/20) foundation haunched up on both sides including all necessary excavation, formwork and soil disposal.	m	0		
	<u>SECTION II</u>			Shs.	
	<u>PEDESTRIAN WALKWAY</u>				
	<u>(ALL PROVISIONAL)</u>				
	<u>COLLECTION</u>				
	Brought forward from Page No. 11A/1				
	" " " " " 11A/2				
	<u>TOTAL AMOUNT OF SECTION II CARRIED TO SUMMARY AT END OF SECTION A</u>			Shs.	
	<u>AGA KHAN WALK ZONE 2</u>				
	<u>PEDESTRIAN WALKWAY</u>				
	<u>COLLECTION</u>				

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

Item	Description	Unit	BoQ	Rate	Amount
	<u>SECTION III</u> <u>STREET FURNITURE</u>				
	<u>Bollards</u>				
A.	20mm notch with reflective paint to the bollards all in accordance to Civil - Structural Engineer's drawing No. Civ-Struct 234/002	No.	6		
	<u>Trash Receptacles</u>				
B.	1500 x 460 x 1200mm High overall Trash bin in three equal compartments of size 450 x 330 x 850mm high each comprising of 50 x 25mm recycled plastic panels fitted to detail in different colour shades, 175 x 150mm opening, 430 x 100 x 3mm mild steel branded recycling board guide riveted/welded at the back all fixed onto 50 x 50 x 3mm rectangular hollow section section vertical and horizontal membrane with and including an approved lockable steel cover and all necessary excavations, foundations, formwork, reinforcement, removal of surplus excavated materials and finishes all in accordance to Architects drawing sheet No. HSASD-A-4.1-5005	No.	1		
	<u>TOTAL AMOUNT OF SECTION III CARRIED TO SUMMARY AT END OF SECTION A</u>			Shs.	
1207	<u>AGA KHAN WALK ZONE 2</u> <u>STREET FURNITURE</u> <u>COLLECTION</u>				

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

Item	Description	Unit	BoQ	Rate	Amount
	<u>SECTION IV</u>				
	<u>EXISTING WALL IN SUNKEN PARKING</u>				
A.	Wire brush and clean surfaces of existing masonry wall including pointing and keying where necessary to the approval of the Project Manager.	m2	54		
B.	75 x 300mm Precast concrete (class 25/20) coping twice throated and weathered, bedded, jointed and pointed in gauged mortar and reinforced as necessary for handling.	m	114		
	<u>TOTAL AMOUNT OF SECTION IV CARRIED TO SUMMARY AT END OF SECTION A</u>			Shs.	
1207	<u>AGA KHAN WALK ZONE 2</u> <u>EXISTING WALL IN SUNKEN PARKING</u> <u>COLLECTION</u>				

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR CENTRAL BANK OF KENYA					
ITEM No.	Description			BoQ	Current Amount
1207	<u>SECTION A</u>				
	<u>ZONE 2</u>				
	<u>SUMMARY</u>				
	<u>Sections</u>	<u>Title</u>	<u>Page No.</u>		
	II	Pedestrian Walkway (<u>All</u>	11A/2		
	III	Street Furniture	11A/3		
	IV	Existing Wall in Sunken Parking	11A/4		
	<u>TOTAL AMOUNT OF SECTION A CARRIED TO SUMMARY AT END OF BILL NO. 11</u>		SHS.		
	<u>BILL NO. 11 - SECTION A SUMMARY</u>				

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

Item	DESCRIPTION	Unit	BoQ	Rate	Amount
	<u>SECTION B</u>				
	<u>ZONE 3 - (KENCOM HOUSE, UCHUMI HOUSE UPTO NAIROBI CINEMA)</u>				
	<u>SECTION II</u>				
	<u>PEDESTRIAN WALKWAY</u> <u>(ALL PROVISIONAL)</u>				
A.	Approved murram in making up levels, spread, levelled, watered and well rammed and consolidated in 150mm thick layers.	m3	750		
B.	Telvar 'W' or other equal and approved weed killer under walkways.	m2	2,244		
C	150mm Bed of selected sub-grade material compacted to 95% MDD.	m2	1,122		
D	50mm Bed of approved sand/stone dust blinding finished to receive paving (measured separately).	m2	2,244		
E	60mm Thick approved normal grey medium duty precast concrete paving (Bamburi smooth finish or equal and approved) in approved pattern laid on sand bed (measured separately) to falls, crossfalls, and cambers including necessary compaction.	m2	2,244		
F	Do. <u>but</u> 200mm wide dark grey edging.	m	20		
G	Do. <u>but</u> 300mm wide dark grey strips.	m	45		
				Shs.	
1207	<u>AGA KHAN WALK ZONE 3</u> <u>PEDESTRIAN WALKWAY</u>				
	<u>TOTAL AMOUNT OF SECTION II CARRIED TO SUMMARY AT END OF SECTION B</u>			Shs.	
1207	<u>AGA KHAN WALK ZONE 3</u> <u>PEDESTRIAN WALKWAY</u> <u>COLLECTION</u>				

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

Item	DESCRIPTION	Unit	BoQ	Rate	Amount
	<u>SECTION III</u>				
	<u>STREET FURNITURE</u>				
	<u>Bollards</u>				
A.	20mm notch with reflective paint to the bollards all in accordance to Civil - Structural Engineer's drawing No. Civ-Struct 234/002	No.	10		
B	250mm Diameter x 900mm high above ground precast concrete (class 30/14) anti-ram typical bollard embedded in 500 x 500 x 900mm deep mass concrete (class 20/20) foundation including a foundation link ground beam overall size 500 x 500 x 10800 mm connecting all the bollards as per engineers specifications with and including 20mm notch with reflective paint and all necessary reinforcement, formwork, excavation, disposal of surplus material and exposed surfaces sandblasted to approval all in accordance to Civil - Structural Engineer's drawing	No	90.00		
	<u>Trash Receptacles</u>				
C	1500 x 460 x 1200mm High overall Trash bin in three equal compartments of size 450 x 330 x 850mm high each comprising of 50 x 25mm recycled plastic panels fitted to detail in different colour shades, 175 x 150mm opening, 430 x 100 x 3mm mild steel branded recycling board guide riveted/welded at the back all fixed onto 50 x 50 x 3mm rectangular hollow section vertical and horizontal membrane with and including an approved lockable steel cover and all necessary excavations, foundations, formwork, reinforcement, removal of surplus excavated materials and finishes all in accordance to Architects drawing sheet No. HSASD-A-4.1-5005	No.	1		
	<u>TOTAL AMOUNT OF SECTION III CARRIED TO SUMMARY AT END OF SECTION B</u>			Shs.	
1207	<u>AGA KHAN WALK ZONE 3</u> <u>STREET FURNITURE</u> <u>COLLECTION</u>				

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.		Description		Current Amount
		<u>SECTION B</u> <u>ZONE 3</u> <u>SUMMARY</u>		
	<u>Sections</u>	<u>Title</u>	<u>Page No.</u>	
	I	Pedestrian Walkway (<u>All Provisional</u>)	11B/1	
	II	Street Furniture	11B/2	
	<u>TOTAL AMOUNT OF SECTION B CARRIED TO SUMMARY AT END OF BILL NO. 11</u>		SHS.	
1207	<u>BILL NO. 11 - SECTION B SUMMARY</u>			

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION C</u>				
	<u>LANDSCAPING</u>				
A	SECTION I - ZONE 2				
B	GRASSING Supply, planting, watering and tending till fully established Paspalum planting at spacing of 100mm centres both ways	S.M	24		
C	PLANTING MEDIA				
D	Provide top soil for planting and top dressing of all shrub areas	CM	89.04		
E	Supply well decomposed animal manure	CM	22.26		
F	Site watering during Construction	Item	1		
	<u>SECTION I - ZONE 2</u>				
G	SECTION II - ZONE 3				
H	SHRUBS (750 mm High) Supply the following shrubs including forming pit of 450X450X450mm and removing all excavated materials and back-filling with well decomposed manure and topsoil (1:3)				
H	Hibiscus pink	No.	3		
I	Bougainvillea rosenka	No.	3		
J	Aloe dawei 'red'	No	3		
K	Crassula ovata 'Hummel's summit'	No.	3		
L	Plumbago blue	No.	3		
M	Pereskia aculeata	No.	3		
N	Thunbergia battiscombei	No.	3		
O	Cana red fls	No.	3		
P	GROUND COVERS. <u>Supply, store in approved condition plant and maintain the following ground covers including forming pit of 200x200x200mm deep and backfilling with well decomposed manure / topsoil mix(1:3)</u>				
Q	Crassula multicava	No.	4		
R	Barleria purple	No.	4		
S	Crassula "campfire"	No.	4		
T	Tradescantia zebrina	No.	4		
U	Tulbaghia violacea	No.	4		
V	Iris pallida	No.	4		
	TOTAL c/d			Shs.	

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

[illegible]

ITEM	DESCRIPTION	UNIT	QTY	RATE KSHS.	TOTAL Shs./Cts.
	<u>SECTION D</u> <u>SOLAR LIGHTING</u> <u>SECTION I - ZONE 2</u>				
a	22W/30W Solar Walk Way Light Product Features Intelligent control, automatically turn on or off. ALL IN ONE design, integrated with solar panel, LED street light, LiFePO4 (Lithium) battery and controlle Mono solar panel high-efficiency crystalline PV module PWM/MPPT smart controller integrated with PIR sensor for controlling the light output as full brightness or DIM mode half brightness upon the detection of movements. 10-12 hours lighting per day, 3days lasting in rainy days IP Rating of IP66 guard level, aluminum housing 3 years Warranty	No	18		
b	Pole Set 5-6m high, Q235 steel grade; hot-dip galvanized and spray coated treatment including base plate (foundation not included) Single Fixture Mount, 450mm Long, Aluminum Spoke Bracket, Pole Top Mount	No	2		
b	6-7m high, Q235 steel grade; hot-dip galvanized and spray coated treatment including base plate (foundation not included) Double Fixture Mount, 450mm Long, Aluminum Spoke Bracket, Pole Top Mount	No	8		
c	Allow for product demonstration and training of operator and in-house maintenance team	item	1		
d	Allow for pole mount concrete plinth with 4No mounting bolts to SE details or as provided by the pole manufacturer	item	9		
	SUB-TOTAL SECTION I ZONE 2 CARRIED TO SUMMARY AT END OF SECTION D				

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM	DESCRIPTION	UNIT	QTY	RATE KSHS.	TOTAL Shs./Cts.
	<u>SECTION II - ZONE 3</u>				
a	22W/30W Solar Walk Way Light Product Features Intelligent control, automatically turn on or off. ALL IN ONE design, integrated with solar panel, LED street light, LiFePO4 (Lithium) battery and controlle Mono solar panel high-efficiency crystalline PV module PWM/MPPT smart controller integrated with PIR sensor for controlling the light output as full brightness or DIM mode half brightness upon the detection of movements. 10-12 hours lighting per day, 3days lasting in rainy days IP Rating of IP66 guard level, aluminum housing 3 years Warranty	No	26		
b	Pole Set 5-6m high, Q235 steel grade; hot-dip galvanized and spray coated treatment including base plate (foundation not included) Single Fixture Mount, 450mm Long, Aluminum Spoke Bracket, Pole Top Mount	No	7		
b	6-7m high, Q235 steel grade; hot-dip galvanized and spray coated treatment including base plate (foundation not included) Double Fixture Mount, 450mm Long, Aluminum Spoke Bracket, Pole Top Mount	No	10		
c	Allow for product demonstration and training of operator and in-house maintenance team	item	1		-
d	Allow for pole mount concrete plinth with 4No mounting bolts to SE details or as provided by the pole manufacturer	item	10		
	SUB-TOTAL SECTION II ZONE 3 CARRIED TO SUMMARY AT END OF SECTION D				

ITEM	DESCRIPTION	UNIT	QTY	RATE KSHS.	TOTAL Shs./Cts.
</					

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No	Description	Unit	BoQ	Rate	Amount
	<u>SECTION E</u>				
	<u>RAMP</u>				
A.	Make good to engineers satisfaction already done 1700mm Wide x 3400mm long x 150mm thick reinforced concrete (Class 25) ramp with 500 x 350mm deep footing on both ends and sand blasted finish on surfaces complete with and including 2 layers of A142 BRC mesh, all necessary excavations, formwork and disposal of surplus material (Civil Engineer's Drawing No: CIV-STRUCT 234/006).	No.	1		
	<u>TOTAL AMOUNT OF SECTION E CARRIED TO SUMMARY AT END OF BILL NO. 11</u>				
				Shs.	
1207	<u>RAMP COLLECTION</u>				
	<u>SECTION F</u>				
	<u>STAIRS</u>				
	<u>The following stairs to be executed in accordance with Civil Engineer's Drawing No: CIV-STRUCT 234/006</u>				
A.	11900mm x 3000mm Concrete (Class 25) sand blasted finish stair with 500 x 350mm deep footing on both ends, 150mm thick waist, 3No. 1000mm wide treads and 150mm risers reinforced with 2 layers of A142 BRC mesh (1 lay laid flat to stair waist and 1 layer laid to stair tread and riser) complete with all necessary excavations, formwork and disposal of surplus material (Staircase Type A)	No.	0	Rate Only	
B.	Do <u>but</u> size 4800 x 1800mm stair in 3No. 600mm wide treads and 150mm high risers (Staircase Type B) .	No.	0	Rate Only	
C.	Do <u>but</u> size 3900 x 1200mm stair in 2No. 600mm wide treads and 150mm high risers (Staircase Type B).	No.	0	Rate Only	
D.	Do <u>but</u> size 2800 x 900mm stair in 3No. 300mm wide treads and 150mm high risers (Staircase Type C).	No.	1		-
E.	Do <u>but</u> size 3570 x 900mm stair in 3No. 300mm wide treads and 150mm high risers (Staircase Type C).	No.	1		-

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No	Description	Unit	BoQ	Rate	Amount
	<u>Railing</u>				-
F.	3000 Long x 900m High staircase balustrading comprising of mild steel 50 x 3mm circular hollow section handrail, middle rail, 2No. x 250mm curved end rails and 3 No. balusters fixed at 1000mm centers with top end welded to mild steel handrail and the bottom end cast in concrete staircase (measured seperately) welded to chequered plate tread all to Architect's approval.				-
G.	Do <u>but</u> 1800mm long.	No.	3		-
H.	Do <u>but</u> size 1200mm long with 2No. balusters .	No.	2		-
I.	Do <u>but</u> 900mm long with 3No. balusters.	No.	4		-
	<u>TOTAL AMOUNT OF SECTION F CARRIED TO SUMMARY AT END OF BILL NO. 11</u>			Shs.	
1207	<u>STAIRS COLLECTION</u>				
	<u>SECTION G</u>				
	<u>RAISED SEATS</u>				
A.	900mm High above ground x 500mm wide fair faced finish seatwall constructed of 135mm thick concrete (Class 25) walls cast 300mm below ground and top reinforced with A142 BRC mesh, 700mm wide x 100mm thick plain concrete blinding with 150mm haunch on both sides including all necessary reinforcement, formwork, excavation, backfill and soil disposal waterproofing and weepholes (Civil Engineer's Drawing No: CIV-STRUCT 234/006).	m	14		
B.	Do <u>but</u> 450mm high above ground.	m	0	-	
	<u>TOTAL AMOUNT OF SECTION G CARRIED TO SUMMARY AT END OF BILL NO. 11</u>			Shs.	
1207	<u>SEATWALLS COLLECTION</u>				

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No	Description	Unit	BoQ	Rate	Amount
	<u>SECTION H</u> <u>PLANTERS</u> 1750mm x 1750mm Square planter constructed of 150mm thick x 900mm high concrete (Class 25) walling above ground cast 500mm below ground on 150mm thick concrete foundation including all necessary waterproofing, reinforcement, formwork, excavation, backfill and soil disposal 3850mm x 2750mm x 2690mm Triangular planter constructed of 150mm thick x 900mm high concrete (Class 25) walling above ground cast 500mm below ground on 150mm thick concrete (Class25) foundation including all necessary waterproofing, reinforcement, formwork, excavation, backfill and soil disposal <u>TOTAL AMOUNT OF SECTION G CARRIED TO SUMMARY AT END OF BILL NO. 11</u>	No.	3		
		No.	1		
				Shs.	
1207	<u>PLANTERS COLLECTION</u>				

ITEM No.					Shs./Cts.
	<u>BILL NO. 11</u> <u>AGA KHAN WALK ZONES 2 AND 3</u> <u>SUMMARY</u>				
	<u>Sections</u>	<u>Title</u>	<u>Page No.</u>		
	A	Zone 2	Bill No.11A Summary		
	B	Zone 3	Bill No.11B Summary		
	C	Landscaping	Bill No.11 Landcaping		
	D	Solar Street Lighting	Bill No.11 Solar		
	E	Ramp	Bill No.11E		
	F	Stairs	Bill No.11E		
	G	Raised seats	Bill No.11E		
	H	Planters	Bill No.11E		
	<u>TOTAL AMOUNT OF BILL NO. 11 CARRIED TO</u> <u>FINAL SUMMARY</u>			SHS.	
1207	<u>BILL NO. 11 - AGA KHAN WALK ZONES 2 AND 3</u> <u>SUMMARY</u>				

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QTY	RATE	Shs./Cts.
	<u>BILL NO. 12</u> <u>DAYWORKS</u> <u>(ALL PROVISIONAL)</u> <u>Labour</u>				
A.	Payment of labour authorised by the Architects to be employed on Dayworks will be the net amount of wages paid in respect of such labour, in accordance with the rates to be inserted below by the Contractor, plus the percentage addition also to be inserted by the Contractor.				
B.	The rates inserted against each category of labour will be deemed to be the hourly wages paid to workmen and chargehands, working with their gangs, inclusive of allowances for housing, holidays with pay, annual leave, sick leave, safari allowance and all other allowances required by Government enactments concerning regulations of wages and conditions of employment.				
C.	The percentage addition on net amount of wages defined above will be deemed to cover:- Supply, transport about the site, use, maintenance and removal of ordinary hand tools and equipment used in Dayworks (such as picks, shovels, barrows, ladders, buckets, trestles, stages, scaffolding, hoses, rubber boots, special clothing, tarpaulins, and all items of a like nature), insurance superintendence (including wages of foreman), water supply, artificial lighting overheads, head office, site staff and establishment charges profit, and all other liabilities and obligations whatsoever.				
				Shs.	

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QTY	RATE	Shs./Cts.
	<u>DAYWORKS</u>				
	<u>Net Amount of Wages</u>				
A.	Labourer.	Hours	10		
B.	General tradesman, category learner.	Hours	10		
C.	Do. <u>but</u> ungraded.	Hours	10		
D.	Do. <u>but</u> Grade III trade tested.	Hours	10		
E.	Do. <u>but</u> Grade II trade tested.	Hours	10		
F.	Do. <u>but</u> Grade I grade tested.	Hours	10		
G.	Light plant operator (compressors, mixers, tractors, rollers, etc.)	Hours	10		
H.	Heavy plant operator (D7 tractors, graders, excavators, etc.).	Hours	10		
I.	Junior headman.	Hours	10		
J.	Senior headman.	Hours	10		
	<u>Sub total of net amount of wages</u>			Shs.	
	Allow a percentage addition on net amount of wages to cover tools, insurances, etc. as defined above.				
				Shs.	

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QTY	RATE	Shs./Cts.
	<u>DAYWORKS</u>				
	<u>Materials</u>				
A.	Payment for materials authorised by the Architect to be used in Dayworks will be the approved net cost of supply and delivery to site of such materials, plus the percentage addition to be inserted below by the Contractor.				
B.	The percentage addition on net cost of materials as defined above will be deemed to cover insurances, overheads, head office, site staff and establishment charges, profit, and all other liabilities and obligations whatsoever.				
C.	Include the Provisional Sum of Shillings Five Thousand (Shs. 5,000/-) for the approved net cost of supply and delivery to site of materials to be used in Dayworks.		Sum		
D.	Allow a percentage addition on net cost of materials to cover insurances, overhead charges, profit, etc., as defined above.		%		-
	<u>Plant</u>				
E.	Payment for the use of heavy plant (such as compressed air equipment, concrete mixers, pumps, excavators and the like) authorised by the Architect to be used in Dayworks will be the approved net hire charges, plus the percentage addition to be inserted below by the Contractor.				
				Shs.	

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QTY	RATE	Shs./Cts.
	<u>DAYWORKS</u>				
A.	The 'approval net hire charges' of heavy plant (covered by a Provisional Sum below) shall mean the approved invoiced hire charges including delivery to site, and subsequent removal, after deduction of trade discounts, but without deduction of cash discounts not exceeding 2 1/2% which shall be retained by the Contractor, or, in the case of use of the Contractor's own heavy plant, current hire charges plus justifiable charges for handling, delivery to and removal from the site.				
B.	Include the Provisional Sum of Shillings Five Thousand (Shs. 5,000/-) for the approved net hire charges of heavy plant to be used in Dayworks.		Sum		
C.	Allow a percentage addition on net hire charges of heavyplant to cover insurances, overhead charges, profit, etc. as defined above.		10%		-
	<u>Direct Charges</u>				
D.	Payment for direct charges authorised by the Architect to be incurred in Dayworks will be the approved net cost of such direct charges plus the percentage addition to be inserted below by the Contractor.				
				Shs.	

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QTY	RATE	Shs./Cts.
	<u>DAYWORKS</u>				
A.	The 'approved net cost of direct charges' (covered by a Provisional Sum below) shall mean the approved invoiced cost of work executed by sub-contractors or specialists after deduction of trade discounts, but without deduction of cash discounts not exceeding 2 1/2% which shall be retained by the Contractor.				
B.	The percentage addition on net cost of direct charges as defined above will be deemed to cover insurances, overheads, head office, site staff and establishment charges, profit, attendance and all other liabilities and obligations whatsoever.				
C.	Include the Provisional Sum of Shillings Five Thousand (Shs. 5,000/-) for the approved net cost of direct charges incurred in Dayworks.		Sum		
D.	Allow a percentage addition on net cost of direct charges to cover insurances, overhead charges, profit, etc., as defined above.				
				Shs.	-
	<u>DAYWORKS</u>				

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM No.	DESCRIPTION	UNIT	QTY	RATE	Shs./Cts.
	<u>BILL NO 12</u>				
	<u>DAYWORKS</u>				
	<u>(ALL PROVISIONAL)</u>				
	<u>COLLECTION</u>				
	Brought forward from Page No. 12/1				
	" " " " " 12/2				
	" " " " " 12/3				
	" " " " " 12/4				
	" " " " " 12/5				
	<u>TOTAL AMOUNT OF BILL NO. 12</u>				
	<u>CARRIED TO FINAL SUMMARY</u>			Shs.	
	<u>DAYWORKS</u>				
	<u>COLLECTION</u>				

PROPOSED UPGRADE OF HAILE SELLASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM	DESCRIPTION	PAGE No.	AMOUNT
	<u>MAIN SUMMARY</u>		
1	Preliminaries and General Conditions.	Bill No.1 Preliminaries	
2	Phase 1 - Central Median	Bill No.2 Summary	
3	Phase 2 - Northern Walkway (CBK SIDES)	Bill No.3 Summary	
4	Phase 3 - Southern Walkway (Railway Sides)	Bill No.4 Summary	
5	Phase 4 - LT Tumbo and bridge	Bill No.5 Summary	
6	Phase 5 - Paved Areas at Building Frontages	Bill No.6 Summary	
7	Phase 6 - Sculptures, Monuments and Restoration of Existing Parking and Driveway at CBK side	Bill No.7 Summary	
8	Landscaping	Bill No.8 Summary	
9	Solar Street Lighting	Bill No.9 Summary	
10	Aga Khan Walk Zone 1	Bill No.10 Summary	
11	Aga Khan Walk Zones 2 and 3	Bill No.11 Summary	
12	Dayworks (<u>All Provisional</u>)	Bill No.12 Summary	
	TOTAL AMOUNT		

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA
TENDER NO. CBK/098/2021-2022

ITEM No.	DESCRIPTION	UNIT	QTY	RATE	Shs./Cts.
	<u>BILL NO. 13</u> <u>PROVISIONAL SUMS</u> <u>Note:</u> See Section 'F' for preambles to Prime Cost and Provisional Sums A. Include the sum of shillings one million only (Shs. 1,000,000.00) for signage. B. Include the sum of shillings three million only (Shs. 3,000,000/-) for stormwater drainage. <u>TOTAL AMOUNT OF BILL NO. 13 CARRIED TO FINAL SUMMARY</u>				1,000,000.00 3,000,000.00 Shs. 4,000,000.00
1207	<u>PROVISIONAL SUMS COLLECTION</u>				

PROPOSED UPGRADE OF HAILE SELASIE AVENUE NAIROBI FOR THE CENTRAL BANK OF KENYA

ITEM	DESCRIPTION		KSHS
	<u>MAIN SUMMARY</u>		
1	BUILDERS WORK. (FROM MAIN SUMMARY)	FROM MAIN SUMMARY	
2	PRIME COST AND PROVISIONAL SUMS. (FROM BILL No.13)	FROM BILL No.13	4,000,000.00
3	SUBTOTAL NO. 01		
4	CONTINGENCY		10,000,000.00
5	SUBTOTAL NO. 02		
6	TOTAL AMOUNT INCLUSIVE OF 16% V.A.T CARRIED TO FORM OF TENDER.		
	(Amount inclusive of 16% VAT and withholding Tax) Contractors Signature & Official Rubber Stamp Name & Signature of Witness Address of Witness Date		