

TENDER NO: EU/ONT/37/2021-2022

TENDER NAME:

**PROPOSED CONSTRUCTION OF STUDENTS MESS CANOPY IN
TATTON
(RESERVED FOR PWD OWNED ENTEPRISES REGISTERED WITH
NATIONAL TREASURY)**

TENDER SUBMISSION DEADLINE: 18TH FEBRUARY,2022 AT 10.00 AM

**Ag. DEPUTY CHIEF PROCUREMENT
OFFICER
EGERTON UNIVERSITY
P.O. BOX 536 -20115 EGERTON**

**THE VICE CHANCELLOR EGERTON
UNIVERSITY
P.O. BOX**

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4. Contact Person: Ag. Deputy Chief Procurement Officer, procurement@egerton.ac.ke.

B. Address for Submission of Tenders.

- 1) Name of Procuring Entity: **EGERTON UNIVERSITY.**
- 2) Postal Address: **Ag. Deputy Chief procurement officer, EGERTON UNIVERSITY, P.O. Box 536-20115, EGERTON, KENYA**
- 3) Physical address for the location: **Procurement Department Office, Njoro campus along Njoro-Mau-Narok Road.** Bulky tender documents to be delivered at the in charge Tender section on Procurement department Office block 1st floor office.

C. Address for Opening of Tenders.

- 1) Name of Procuring Entity: **EGERTON UNIVERSITY.**
- 2) Physical address for the location: **Procurement Department Office, Njoro campus along Njoro-Mau-Narok Road.**

PART1: TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A GENERAL PROVISIONS

10 Scope of tender

11 The Procuring Entity as



will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.

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

80 Amendment of Tender

12.0 Form of Tender and Schedules

12.1 The Form of Tender and Schedules, including the Bill of Quantities,

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.

178 If a tenderer fails to submit the information required by these

return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

196 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. **h**

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

- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension there to provided by the Tenderer; or
- b) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT47; or
 - ii) furnish a Performance Security and if required in the TDS, and any other documents required in the TDS.

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

199 The Tender Security or the Tender-Securing Declaration of a JV shall be in **h**



Tenderer. No Tender substitution shall be

- c) requirements specified in the tender document; and
“*Omission*” is the failure to submit part or all of

36.0 Comparison of tenders

The Procuring En

390 Qualifications of the tenderer

391 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.

392 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17. 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 Sub-contractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.

393 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.

400 Lowest evaluated tender

Having compared the evaluated prices of Tenders, the Procurement Officer shall select the lowest evaluated tender that is substantially responsive to the RFP. If there is a tie, the Procurement Officer shall select the tenderer who has the lowest evaluated price for the lowest evaluated tender.

450 Debriefing by The Procuring Entity

- 451** On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, 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.
- 452** Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

46.0 Letter of Award

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 with in 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.

47.0 Signing of Contract

- 47.1** Upon the expiry of the fourteen days of the Notification of Intention to enter in to contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 47.2** Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return to the Procuring Entity.
- 47.3** The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

48.0 Performance Security

- 48.1** Within twenty-one (21) days of the receipt of the Letter of Award, the Procuring Entity shall require the 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 38.2 (b), using the Performance Security and other

Section II - Tender Data Sheet (TDS)

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

| Reference to ITC Clause | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
|------------------------------------|---|
|------------------------------------|---|

| | |
|-------------------------|---|
| Reference to ITC Clause | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
| | Postal Address: P.O. Box 536-20115, Egerton, Kenya email:procurement@egerton.ac.ke |

C. Preparation of Tenders

ITT 11.1 (h) The Tenderer shall submit the following additional documents in its Tender: *[list any additional*

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

10 GENERAL PROVISIONS

- 11** This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than



- (ii) If a tenderer wins more than one Lot, the tender will be awarded a contract for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots. The tenderer will be awarded only the combinations for which the tenderer qualifies and

- iii) At least _____ (*insert number*) of contract(s) of a similar nature executed within Kenya, or the East African Community or a broad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings _____ equivalent.
- iv) Contractor's Representative and Key Personnel, which are specified as _____
- v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as [*specify requirements for each lot as applicable*] _____
- iv) Other conditions depending on their seriousness.

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

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

b) **Pending Litigation**

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

| 1 | 2 | 3 | 4 | 5 |
|-----------------|--|--|---|---|
| Item No. | Qualification Subject | Qualification Requirement | Document To be Completed by Tenderer | Use (Qualification met or Not Met) |
| | | (iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last <i>[insert number of years]</i> years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability. | | |
| 12 | Average Annual Construction Turnover | Minimum average annual construction turnover of Kenya Shillings <i>[insert amount]</i> , equivalent calculated as total certified payments received for contracts in progress and/or completed within the last <i>[insert of year]</i> years, divided by <i>[insert number of years]</i> years | Form FIN – 3.2 | |
| 13 | General Construction Experience | Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last <i>[insert number of years]</i> years, starting 1 st January <i>[insert year]</i> . | Form EXP – 4.1 | |
| 14 | Specific Construction & Contract Management Experience | | | |

SECTION IV - TENDERING FORMS

QUALIFICATION FORMS

3. **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.

4. **FORM PER - 2:**

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

| | | |
|---|--|----------------|
| Name of Tenderer | | |
| Position [#1]: <i>[title of position from Form PER-1]</i> | | |
| Personnel information | Name: | Date of birth: |
| | Address: | E-mail: |
| | Professional qualifications: | |
| | Academic qualifications: | |
| | Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i> | |
| Details | Address of Procuring Entity: | |
| | Telephone: | |

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 |
|-------------------|----------------|
|-------------------|----------------|

52 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: _____

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 1st January [*insert year*] specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.

Contract(s) not performed since 1

**Year of
dispute**

**Amount in dispute
(currency)**

Contract Identification

**Total Contract Amount
(currency), Kenya**

5.4.2 Sources of Finance

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

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

5.4.3 Financial documents

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

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

Attached are copies of financial 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.

5.5 FORM FIN – 3.2:

Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

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

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

5.6 **FORM FIN – 3.3:**

Financial Resources

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

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

5.8 FORM EXP -

5.9 FORM EXP - 4.2(a)

Specific Construction and Contract Management Experience

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

| Similar Contract No. | Information | | | |
|---|-----------------------|--------------|-----------------------|----------------|
| Contract Identification | | | | |
| Award date | | | | |
| Completion date | | | | |
| Role in Contract | Prime Contractor | 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: | | | | |

5.9 FORM EXP - 4.2(a)

Specific Construction and Contract Management Experience

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

| Similar Contract No. | Information | |
|-------------------------|------------------|--------------|
| Contract Identification | | |
| Award date | | |
| Completion date | | |
| Role in Contract | Prime Contractor | Member in JV |

ities

st complete the information in this form as per ITT 34 and Section III,
ub-Factor 4.2.

Information

| | | | | |
|-----------------------|------------------|--------------|-----------------------|-----------------------|
| 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 quart

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

- 2. Activity No. Two
- 3.

OTHER FORMS

6. FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery*

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

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 |
|-------------------|-------------|-------------|----------------|
|-------------------|-------------|-------------|----------------|

b) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf

(c) **SELF-DECLARATION FORMS**

FORM SD1

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

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Direct or of (*insert name of the Company*) who is a Bidder in respect of **Tender No.** for (*insert tender title/description*) for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been[(T)3556 842.00-216ts37N063(ol)6(1)-4(c

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

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

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

(d)

- 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

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

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.

FORM OF TENDER - SECURING DECLARATION

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

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

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

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

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we—(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am /we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as ~~noted~~ [JETQq0.006(y)] tETQq0.00000887

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 _____ | <i>[To be entered by the Procuring Entity]</i> |

PART II - WORKS REQUIREMENTS

SECTION V - BILLS OF QUANTITIES
PARTICULAR PRELIMINARIES AND BILL OF QUANTITIES FOR PROPOSED CONSTRUCTION OF
STUDENTS MESS CANOPY IN TATTON HOSTELS

| ITEM | DESCRIPTION | | KES |
|------|-------------|--|-----|
|------|-------------|--|-----|

A

B

C

D

E

F

G

ITEM

DESCR(E)-2IPEENJETQq51.404

| ITEM | DESCRIPTION | | KES |
|------|-------------|--|-----|
|------|-------------|--|-----|

GENERAL PRELIMINARIES

**PRICING OF ITEMS OF PRELIMINARIES
AND PREAMBLES**

- A Prices will be inserted against items of Preliminaries in the contractor's priced Bills of Quantities and specifications
- B The contractor shall be deemed to have included in its prices or rates for the various items in the Bills of Quantities or specifications for all the costs involved in complying with all requirements for the proper execution of the whole of the works in this contract.

ABBREVIATIONS

C

| ITEM | DESCRIPTION | | KES |
|---|--|--|-----|
| EXCEPTIONS TO THE STANDARD METHOD OF MEASUREMENT | | | |
| A | Attendance clause B19 (a) of the S.M.M. is deleted and the following clause is substituted: - | | |
| B | Attendance on nominated subcontractors shall be given as an item in each case and shall be deemed to: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities, provision of special scaffolding where necessary, providing space for office accommodation and for storage of plant and materials, providing light and water for their work, clearing away rubbish, offloading, facilities for storage, hoisting, providing electric power, and removing and replacing duct | | |
| C | | | |
| D | | | |
| D | | | |
| E | | | |
| F | | | |

| ITEM | DESCRIPTION | KES |
|------|---|-----|
| | PROJECT MANAGER (P.M.) | |
| A | The term the P.M. wherever used in these bills of quantities shall be deemed to imply the Project Manager as defined in the conditions of contract or such person or persons as may be fully authorised to represent him on behalf of the Egerton University. | |
| | ARCHITECT | |
| B | The term the "Architect" shall be deemed to mean the P.M. as defined above whose address shall be P.O. Box 536, Egerton. | |
| | QUANTITY SURVEYOR | |
| C | The term the "Quantity Surveyor" shall be deemed to mean the P.M. as defined above whose address shall be Project Manager's Office, P.O. Box 536, Egerton. | |
| | ELECTRICAL ENGINEER | |
| D | The term the "Electrical | |
| E | | |
| F | | |
| G | | |

| ITEM | DESCRIPTION | | KES |
|------|-------------|--|-----|
|------|-------------|--|-----|

TRANSPORT.



| ITEM | DESCRIPTION | | KES |
|------|-------------|--|-----|
|------|-------------|--|-----|

A





| ITEM | DESCRIPTION | KES |
|------|-------------|-----|
|------|-------------|-----|

A The working hours shall be those generally worked by good employers in the building and civil engineering trades in Kenya. No work shall be carried out at night or on gazetted holidays unless the PM shall so direct. No work shall be covered up nor shall any concreting be carried out in the absence of the clerk of works without the prior approval of the PM. in writing.

PROVISIONAL SUMS

B The term provisional sum wherever used in these bills of quantities shall have the meaning stated in section A item A7 (i) of the standard method of measurement mentioned in condition no. 16 of these conditions of contract. Such items are net and no addition shall be made for profit.

PRIME COST (OR P.C.) SUMS

C The term "prime cost sum"

D

| ITEM | DESCRIPTION | | KES |
|------|-------------|--|-----|
|------|-------------|--|-----|

BLASTING OPERATIONS

A Blasting will only be allowed with the express permission of the PM in writing. All blasting operations shall be carried **out** at the contractors' sole risk1 9.96 Tf0.145 Tc1.0303 0 0 1 207.53 648.34 Tm[

B

C

D

| ITEM | DESCRIPTION | KES |
|------|-------------|-----|
|------|-------------|-----|

WORKS TO BE DELIVERED UPON CLEAN

A

Clean and flush all gutters, rainwater and waste

B

C

D

| ITEM | DESCRIPTION | | KES |
|------|-------------|--|-----|
|------|-------------|--|-----|

SUMMARY PAGE FOR PARTICULAR AND GENERAL PRELIMINARIES

Total from pagePP/1

Total from pagePP/2

Total from pagePP/3

Total from pagePP/4

Total from pagePP/5

Total from pagePP/6

Total from pagePP/7

Total from pagePP/8

Total from pagePP/9

Total from pagePP/10

Total from pagePP/11

PROPOSED CONSTRUCTION OF STUDENTS MESS CANOPY IN TATTON HOSTELS

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|------|-------------|------|-----|------|--------|
|------|-------------|------|-----|------|--------|

ELEMENT NO. 1

A Prices should include both labour and materials (unless otherwise indicated) for any scaffolding or temporary works in connection there with for making good all works disturbed in all trade and for removing rubbish from site. Pulling down taking out and car94 T

B

C

D

E

F

G

H

ITEM

DESCRIPTION

ITEM

DESCRIPTION

UNIT

ITEM

DESCRIPTION

UNIT

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|------|-----------------------------|------|-----|------|--------|
| | Labours and sundries | | | | |

A Single layer 500 gauge damp proof SM 140
 membrane : 200 mm l G/F1 10E56Q497315 469.279 95 45 297.41 reW*n Td[()] TJE[(dam)17(p)] TJET-nW*nBT0 ETQ

B SM 29

C SM 29

D SM 49

ITEM

DESCRIPTION

UNIT

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|------|-------------|------|-----|------|--------|
|------|-------------|------|-----|------|--------|

**Element No. 4
Roof**

Roof coverings

| | | | | | |
|---|--|----|--|--|--|
| A | 28 gauge prepainted (Brick Red colour) corrugated iron sheets with one corrugation side lap and 75mm wide end lap fixed onto purlins (M/S) with and including approved nails and washers | SM | | | |
| B | Pre-painted gauge 28 roof cap fixed with and including roofing nails to match roof | LM | | | |

Roof Construction:

The following in cypress timber trusses including hoisting and placing 3.0m above ground level

| | | | | | |
|---|-------------------|----|--|--|--|
| C | 150 x 50mm | LM | | | |
| D | 100 x 50mm | LM | | | |
| E | 75 x 50mm purlins | LM | | | |

The following in sawn cell cured treated cypress roof purlins; hoisting and placing 3.0 metres above the the ground level:

| | | | | | |
|---|-------------------|----|--|--|--|
| F | 75 x 50mm purlins | LM | | | |
|---|-------------------|----|--|--|--|

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|------|---|------|-----|------|--------|
| | Element No. 5 Rainwater goods 16 Gauge mild steel sheet rainwater goods with lapped, rivetted and soldered joints or seams including all labours and | | | | |
| A | | SM | 34 | | |
| B | | NO | 4 | | |
| C | | NO | 2 | | |
| D | | LM | 14 | | |
| E | | NO | 8 | | |
| F | | NO | 8 | | |
| G | | NO | 8 | | |
| H | | LM | 46 | | |

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|------|-------------|------|-----|------|--------|
|------|-------------|------|-----|------|--------|

Element No. 6

The Following Steel Members

Columns

- A 100 x 100 x 4mm thick SHS members
- B 300 x 300 x 12mm thick mild steel plate drilled 4 times 20mm diameter
- C 20mm
- D
- E
- F
- G

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|------|---|------|-----|------|--------|
| | Element No. 7 Supply and fix the following; Mild steel : one coat red oxide primer | | | | |

A

NO

6

B

SM

11

C

NO

6

D

LM

31

E

LM

31

F

PRS

9

G

NO

6



| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|------|---|------|-----|------|--------|
| | Element No. 8 | | | | |
| | External Finishes | | | | |
| | Wall finishes | | | | |
| | 12 mm cement and sand (1:4) render : wood floated : on concrete or blockwork to | | | | |
| A | Canopy Walling internally | SM | 58 | | |
| B | Ring beams | SM | 17 | | |
| | Painting to Walling | | | | |
| C | Canopy Walling internally | SM | 58 | | |
| | External Finishes Canopy Walling | | | | |
| D | Recessed horizontal and vertical joints: external wall finish pointed in cement sand mortar 1:4: painting on keys as directed by architect | SM | 58 | | |
| | Prepare, touch up primer and apply one primer and two finishing coats gloss paint : on metal | | | | |
| E | Metal surfaces genarally | LM | 424 | | |
| F | Ring beams | SM | 17 | | |

Total Element

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|------|-------------|------|-----|------|--------|
|------|-------------|------|-----|------|--------|

Element No. 9

Internal Finishes

Floor finishes

Terrazzo Paving

A 25mm thick cement sand backing to receive terrazo
(m.s)

B 15mm thick polished terrazo floor finish

C 100 x 20 mm terrazo skirting

D 15 x 3mm

E

F

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|------|---------------------|------|-----|------|--------|
| | SUMMARY PAGE | | | | |
| 1 | DEMOLITIONS | | | | - |
| 2 | ELEMENT NO. 2 | | | | - |

3 ELEMENT NO.

SECTION VIII - GENERAL CONDITIONS OF CONTRACT (GCC)

[Name of Procuring Entity]

[Name of Contract]

[Architect Name and Address]

General Conditions of Contract

1 GENERAL PROVISIONS

1.1 Definitions

In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated below. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

“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.

“Base Date” means a date 30

“Defect” means any part of the Works not completed in accordance with the Contract.

“Defects Liability Certificate” means the certificate issued by Architect upon correction of defects by the Contractor.

“Defects Liability Period” means the period named in the Special Conditions of Contract and calculated from the

accordance with the Sp

- a) The Contract Agreement,
- b) The Letter of Acceptance,
- c) The Special Conditions – Part A,
- d) the

b) payment of any other associated costs accrued, which shall be included in the Contract Price.

1.93 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

1.94 However, if and to the extent that the Architect failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, or costs accrued.

1.10 Procuring Entity's Use of Contractor's Documents

1.10.1

- b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Procuring Entity harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows

22 Permits, Licenses or Approvals

22.1 The Procuring Entity shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:

- a) Copies of the Laws of Kenya which are relevant to the Contract but are not readily available, and
- b) any permits, licenses or approvals required by the Laws of Kenya:
 - i) which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws],
 - ii) for the delivery of Goods, including clearance through customs, and
 - iii) for the export of Contractor's Equipment when it is removed from the Site.

23 Procuring Entity's Personnel

The Procuring Entity shall be responsible for ensuring that the Procuring Entity's Personnel and the Procuring Entity's other contractor son the Site:

- a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and
- b) take action ssimilar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of Sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].

24 Procuring Entity's Financial Arrangements

The Procuring Entity shall make and maintain all necessary financial arrangements which will enable the Procuring Entity to pay the Contract Price punctually (as estimated at that time) in accordance with Clause 14 [Contract Price and Payment].

3 THE ENGINEER

3.1 Architect Duties and Authority

3.1.1 The Procuring Entity shall appoint the Architect who shall carry out the duties as signed to him in the Contract. The Architect staff shall include suitably qualified Assistants and other professionals who are competent to carry out these duties. The Architect Name and Address shall be provided in the **Special Conditions of Contract**.

3.1.2 The Architect shall have no authority to amend the Contract.

3.1.3 The Architect May exercise the authority attributable to the Architect **as** specified in or

3.16 The following provisions shall apply:

The Architect shall obtain the specific approval of the Procuring Entity before taking action under the following Sub-Clauses of these Conditions:

- a) Sub-Clause 4.12: agreeing or determining an extension of time and/or additional cost.
- b) Sub-Clause 13.1: instructing a Variation, except;
 - i) In an emergency situation as determined by the Engineer, or
 - ii) If such a Variation

c) does not reply by issuing a



which he may require for the

4.19 Electricity, Water and Gas

- 4.19.1 The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.
- 4.19.2 The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specifications. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed.
- 4.19.3 The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity.

- iv) shipment and arrival at the Site;
- d)

The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Procuring Entity as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Procuring Entity agrees in writing to



involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

617

including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

- 733 The Contractor shall give notice to the Architect whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Architect shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Architect does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and there after reinstate and make good, all at the Contractor's cost.

74 Testing

72 T02nBT0.137 0.122 0.125 rg0.137 0.122 0.125 RG/F1 11.04 Tf126.02 753.34 Td[(m)-4(ea)8(sur)5(em)5(ent)] TJETQq0.000



notice under Sub-Clause 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include:

- a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing,
- b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
- c) the sequence and timing of inspections and tests specified in the Contract, and
- d) a supporting report which includes:
 - i) a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and
 - ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

832 Unless the Engineer, within 14 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Procuring Entity's Personnel shall be entitled to rely upon the programme when planning their activities.

833 The Contractor shall promptly give notice to the Architect of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of **the** Works.

834 If, at anytime, the Architect gives notice to the Contractor that a programme fails (to the extent stated)-4(ha)9(t)-4



Materials which have not been delivered to Site, if:

- a) The work on Plant or delivery of Plant and/ or Materials has been suspended for more than 30 days, and
- b) the Contractor has marked the Plant and/or Materials as the Procuring Entity's property in accordance with the Architect instructions.

8.11 ProlongedSuspension

If the suspension under Sub-Clause 8.8 [Suspension of

- a) Order further repetition of Tests on Completion under Sub-Clause 9.3; or
- b) if the failure deprives the Procuring Entity of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Procuring Entity shall have the same remedies as are provided in sub-paragraph (c) of Sub-Clause 1.4 [Failure to Remedy Defects].

10. PROCURING ENTITY'S TAKING OVER

10.1 Taking Over of the Works and Sections

- 10.1.1 Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Procuring Entity when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.
- 10.1.2 The Contractor may apply by notice to the Architect for a Taking-Over Certificate not earlier than 14 days

to the daily rate of delay damages under Sub-Clause 8.7 [Delay Damages] and shall not affect the maximum amount of these damages.

103 Interference with Tests on Completion

- 103.1 If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Procuring Entity is responsible, the Procuring Entity shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.
- 103.2 The Architect shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Architect shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract.
- 103.3 If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment

are intended by reason of a defect or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.

1132 If delivery and/ or erection of Plant and/ or Materials was suspended under Sub-C

his obligations under the Contract.

11.92 The Architect shall issue the Completion Certificate within 30 days after the latest of the expiry dates of the Defects Liability Period, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Completion Certificate shall be issued to the Procuring Entity.

11.93 **Only** the Completion Certificate shall be deemed to constitute acceptance of the Works.

11.10 Unfulfilled Obligations

After the Completion Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation **which** remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.

11.11 Clearance of Site

11.11.1 Upon receiving the Completion Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.

11.11.2 If all these items have not been removed within 30 days after receipt by the Contractor of the Completion Certificate, the Procuring Entity may sell or otherwise dispose of any remaining items. The Procuring Entity **shall be entitled to be paid the costs incurred in**

123.1



137 Dayworks

- 13.7.1 For work of a minor or incidental nature, the Architect may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply.
- 13.7.2 Before ordering Goods for the work, the Contractor shall submit quotations to the Engineer. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.
- 13.7.3 Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall deliver each day to the Architect accurate statements in duplicate which shall include the invoices,

1394 The cost indices or reference prices stated in the table of adjustment data shall be used. If their source is in doubt, it shall be determined by the Engineer. Forth is purpose,

the amounts to which the Contractor considers itself to be entitled, together with supporting documents which shall include there portion the progress during this month in accordance with Sub-Clause 4.21 [Progress Reports].

- 14.3.2 The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:
- a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below);
 - b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost];
 - c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in **the Special Conditions of Contract** to the total of the above amounts, until the amount so retained by the Procuring Entity reaches the limit of Retention Money (if any) stated **in the Special Conditions of Contract**;
 - d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with Sub-Clause 14.2 [Advance Payment];
 - e) any amounts to be added and deducted for Plant and Materials in accordance with **Sub-Clause 14.5** [Plant and Materials intended for the Works];
 - f) any other additions or deductions **which** may have become due under the Contractor otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and
 - g) the deduction **of** amounts certified in all previous Payment Certificates.

14.4 Schedule of Payments

- 14.4.1 If the Contract **includes** a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule:
- a) **The** instalments quoted in this schedule of payments

- b) the relevant Plant and Materials:
 - i) are those listed in the Schedules for payment when shipped,
 - ii) have been shipped to Kenya, enroute to the Site, in accordance with the Contract; and
 - iii) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Architect together with evidence of payment of freight and insurance, any other documents reasonably required, and a bank guarantee in a form and issued by an entity approved by the Procuring Entity in amounts and currencies equal to the amount due under this Sub-Clause: this guarantee may be in a similar form to the form referred to in Sub-Clause 14.2 [Advance

in accordance with Sub-Clause 16.2 [Termination by Contractor].

shall be paid in the currency or currencies named in the Schedule of Payment
than one currency is so named, payments shall be made as follows:

Contract Amount was expressed in Local Currency only:

itions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to
r calculating the payments, shall be as stated in the Schedule of Payment Currencies,
otherwise agreed by both Parties;

and deductions under Sub-Clause 13.5 [Provisional Sums] and Sub-Clause 13.7
nts for Changes in Legislation] shall be made in the applicable currencies and
s; and

ents and deductions under sub-paragraphs (a) to (d) of Sub-Clause 14.3 [Application for
yment Certificates] shall be made in the currencies and proportions specified in sub-
(a) (i) above;



15.7 Corrupt gifts and payments of commission

- 15.7.1 The Contractor shall not;
- a) Offer or give or agree to give

b) shall



202 Procuring Entity's Claims

202.1 If the Procuring Entity considers itself to be entitled to any payment under any Clause of these Conditions or

20.10 Contract operations to continue

Notwithstanding any reference to arbitration herein,

1.1.1 the parties shall continue to perform their respective obligations7r0pd. 92.04 626 h97o6their

Section IX - Special Conditions of Contract

The following Special

| Conditions | Sub- Clause | Data |
|-----------------------|----------------|------|
| Total advance payment | 14.2.1 | |

SECTION X - CONTRACT FORMS

FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD

FORM NO. 2 – REQUEST FOR REVIEW

FORM No. 3-LETTEROF AWARD

FORM No. 4 - CONTRACT AGREEMENT

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

FORM No. 6- PERFORMANCE SECURITY [Option 2

FORM No 1: NOTIFICATION OF INTENTION TOAWARD OF CONTRACT

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

FORMAT

1. For the attention of Tenderer's Authorized Representative

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

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

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

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

3. Notification of Award

- i) Procuring Entity: *[insert the name of the ProcuringEntity]*
- ii) Project: *[insert name ofproject]*
- iii) Contract title*[insert name ofprojeciQq04*nBT0(iQq04*n04008875 069(f)-3()9(er)-3f)-4(r)-3(a)9(chf)-8453.96(rac*

| SNo | Name of Tender | Tender Price as read out | Tender's evaluated |
|-----|----------------|-----------------------------|--------------------|
|-----|----------------|-----------------------------|--------------------|

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) The complaint must be made 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

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

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 addre (

fin

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

FORM NO 4: CONTRACT AGREEMENT

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

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

The Procuring Entity and the Contractor agree as follows:

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

FORM No. 6- PERFORMANCE SECURITY

[Option 2– Performance Bond]

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insertnameandAddressofProcuringEntity]*

Date:

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. 04 re Ws 25 RG 137 0 122 0 125 RG/E/ 11.04 Tf121.82 659.62 Td[()] TJETQ

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

1. We have been informed that

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 c31842.04 reW*nBT0.137 0.122 0.125 rg0.137 0.122 0.125 RGMTf6f.1252Furthermore c31842.04 reW*nB

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

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 hereby 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) |
|------------------------------|---|---|--|
|------------------------------|---|---|--|

[include 1924(ende).144

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