







# **TENDER DOCUMENT** FOR

# MARAGUA WATER SUPPLY PROJECT

TENDER NO. MUWASCO/OT/004/2024/2025

CLOSING DATE: TUESDAY, 15th April, 2025 AT 10.00AM. EAST AFRICAN TIME.

> MANAGING DIRECTOR MURANG'A WATER AND SANITATION COMPANY Off kangema road, Murang'a P.O BOX 1050-10200 **MURANG'A**

> > 2025

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#### INVITATIONTOTENDER

PROCURING ENTITY	Murang'a Water and Sanitation Company, Off Kangema Road, Murang'a , P.O Box 1050- 10200 Murang'a
CONTRACT NAME AND DESCRIPTION:	MARAGUA WATER SUPPLY PROJECT

- 1. Murang'a Water and Sanitation Company Limited (MUWASCO) has received financing from the World Bank towards the cost of the Construction of HDPE water distribution pipeline, and intends to apply part of the proceeds towards payments under the following contract. MARAGUA WATER SUPPLY PROJECT.
- The Murang'a Water and Sanitation Company Limited (MUWASCO) invites sealed tenders for MARAGUA WATER SUPPLY PROJECT.
- **3.** Tendering will be conducted under open competitive National method using a standardizedtenderdocument. Tendering is open to all qualified and interested Tenderers.
- **4.** Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours from 8a.m to 1 Pm and 2pm 5 Pm from Monday to Friday excluding public holidays at the address given below.

The Managing Director,
Murang'a Water and Sanitation Company,
Off Kangema Road, Murang'a,
P.O Box 1050- 10200
Murang'a

5. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of Kshs. 1000.00/- only in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from the Website www.muwasco.co.keor the PPIP portal, www.tenders.go.ke.. Tender documents obtained electronically will be free of charge.

Account Name: Murang'a Water and Sanitation Company Limited

**Account Number: 0220290765689** 

Bank: Equity Bank
Branch: Murang'a
Swift Code: EQBLKENA

- 6. Tender documents may be viewed and downloaded for free from the website www.muwasco.co.ke. or the PPIP portal, www.tenders.go.ke. Tenderers who download the tender document must forward their particulars immediately to procurementmanager@muwasco.co.keto facilitate any further clarification or addendum.
- 7. Tenders shallbequotedbein Kenya Shillings and shall include all taxes. Tenders shall remain valid for one hundred and Fifty four (154) days from the date of opening of tenders up to 10<sup>th</sup> September 2025.
- 8. All Tenders must be accompanied by an original Tender security of kshs. 80, 000.00. Inform of a bank guarantee and shall remain in force one hundred and Fifty four (154) days from the date of opening of tenders up to 10<sup>th</sup> September 2025.
- 9. The Tendershall chronologically serialize all pages of the tender document submitted.

- 10. There will be a mandatory site visit on 2<sup>nd</sup> April, 2025 starting at 10.00 a.m.
- 11. Completed tenders must be delivered to the address below on or before 15th April, 2025 at 10.00 Am (East Africa Time). Electronic Tenders will not be permitted.

The Managing Director,
Murang'a Water and Sanitation Company,
Off Kangema Road, Murang'a,
P.O Box 1050- 10200
Murang'a.

- 12. Tenders that do not fit in the tender box shall be deposited at the Reception Desk and recorded using the register located at the reception area at the address located in clause 7 above.
- 13. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address specified above.
- **14.** Latetenderswillberejected.
  - 10. The addresses referred to above are:
  - A. Address for obtaining further information and for purchasing tender documents

Name of Entity: Murang'a Water and Sanitation Company

Location: Off Kangema Road, Murang'a. Address: P.O Box 1050- 10200, Murang'a.

**Email Address:** procurementmanager@muwasco.co.ke

**B.** Address for Submission of Tenders.

The Managing Director,
Murang'a Water and Sanitation Company,
Off Kangema Road, Murang'a,
P.O Box 1050- 10200
Murang'a

OR be deposited in the Tender Box located at the Customer Care Office of Murang'a Water and Sanitation Company, Off Kangema Road, Murang'a.

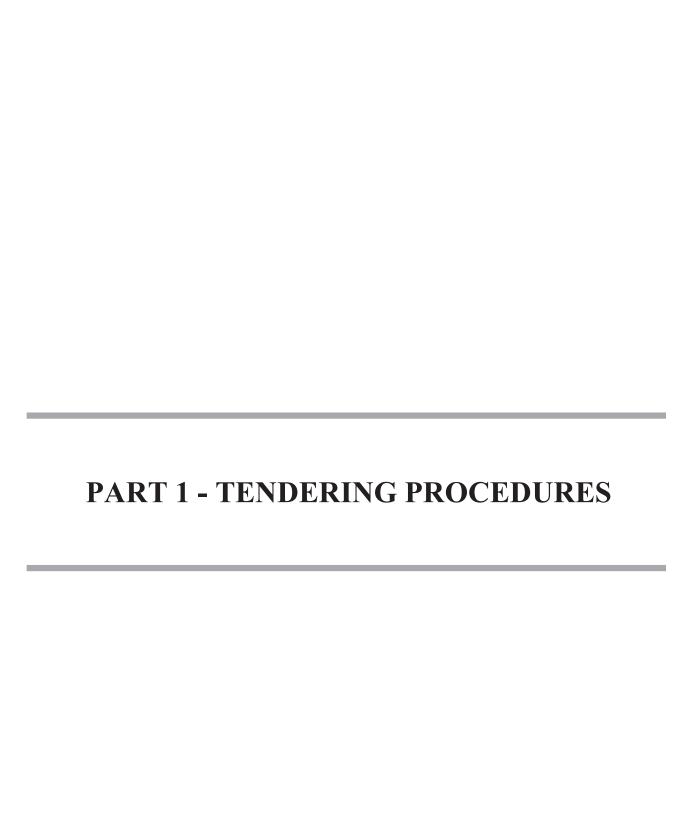
C. Address for Opening of Tenders.

Name of Entity: Murang'a Water and Sanitation Company

Location: Boardroom of Murang'a Water and Sanitation Company off Kangema

Road, Murang'a.

Address: P.O Box 1050- 10200, Murang'a.



#### SECTION I: INSTRUCTIONS TO TENDERERS

## A GeneralProvisions

## 1. ScopeofTender

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 Documentares pecified in the TDS.

## 2. Fraud and Corruption

- 2.1 TheProcuringEntityrequirescompliancewiththeprovisionsofthePublicProcurementandAssetDisposalAct, 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declarationthatthepersonshallnotengageinanycorruptorfraudulentpracticeandadeclarationthattheperson orhisorhersub-contractorsarenotdebarredfromparticipatinginpublicprocurementproceedings.
- 2.2 TheProcuringEntityrequirescompliancewiththeprovisionsoftheCompetitionAct2010,regarding<u>collusive</u> <u>practices</u> in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminaland/orcivilsanctionsmaybeimposed. Tothiseffect, Tendersshallberequiredtocompleteandsignthe "CertificateofIndependentTenderDetermination"annexedtotheFormofTender.
- 2.3 Unfair Competitive Advantage Fairness and transparency in the tender process require that the firms ortheir Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consultingservices 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 ortheir Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consultingservicesrelated 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. EligibleTenderers

- 3.1 ATenderermaybeafirmthatisaprivateentity,astate-ownedenterpriseorinstitutionsubjecttoITT3.7orany combinationofsuchentitiesintheformofajointventure(JV)underanexistingagreementorwiththeintentto enterintosuchanagreementsupportedbyaletterofintent.Publicemployeesandtheircloserelatives(spouses, children,brothers,sistersandunclesandaunts)arenoteligibletoparticipateinthetender.Inthecaseofajoint venture,allmembersshallbejointlyandseverallyliablefortheexecutionoftheentireContractinaccordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all businessforandonbehalfofanyandallthemembersoftheJVduringthetenderingprocessand,intheeventthe JVisawardedtheContract,duringcontractexecution.ThemaximumnumberofJVmembersshallbespecified intheTDS.
- 3.2 PublicOfficersoftheProcuringEntity,theirSpouses,Child,Parent,BrothersorSister.Child,Parent,Brother orSisterofaSpouse,theirbusinessassociatesoragentsandfirms/organizationsinwhichtheyhaveasubstantial orcontrollinginterestshallnotbeeligibletotenderorbeawardedacontract.PublicOfficersarealsonotallowed toparticipateinanyprocurementproceedings.
- 3.3 A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. At enderer may be considered to have a conflict of interest for the purpose of this tender in gprocess, if the tenderer:
  - a) Directlyorindirectlycontrols,iscontrolledbyorisundercommoncontrolwithanothertenderer;or
  - b) Receives or has received any director indirect subsidy from another tenderer; or
  - c) Hasthesamelegalrepresentativeasanothertenderer; or
  - d) Hasarelationshipwithanothertenderer, directly orthrough common third parties, that putsit in a position

- to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process; or
- e) Anyofitsaffiliatesparticipatedasaconsultantinthepreparationofthedesignortechnicalspecifications oftheworksthatarethesubjectofthetender; or
- f) anyofitsaffiliateshasbeenhired(orisproposedtobehired)bytheProcuringEntityasEngineerforthe Contractimplementation;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 Documentor
- h) HasaclosebusinessorfamilyrelationshipwithaprofessionalstaffoftheProcuringEntitywho:
  - i) are directly or indirectly involved in the preparation of the Tender documentors pecifications 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 stemmingfromsuchrelationshiphasbeenresolvedinamanneracceptabletotheProcuringEntity throughoutthetenderingprocessandexecutionoftheContract.
- 3.4 Atenderershallnotbeinvolvedincorrupt, coercive, obstructive, collusive or fraudulent practice. At enderer 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 permittedalternativetenders. 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 notatendereror 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 ATenderermayhavethenationalityofanycountry, subject to the restrictions pursuant to ITT4.8. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporate dorregistered 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 subconsultants for any part of the Contractinc luding 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 publicadministration,(ii)financiallyautonomousandnotreceivinganysignificantsubsidiesorbudgetsupport fromanypublicentityorGovernment,and(iii)operatingundercommerciallawandvestedwithlegalrightsand liabilitiessimilartoanycommercialenterprisetoenableitcompetewithfirmsintheprivatesectoronanequal basis.
- 3.9 AFirmsandindividualsmaybeineligibleiftheircountriesoforigin(a)asamatteroflaworofficialregulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the UnitedNationsSecurityCounciltakenunderChapterVIIoftheCharteroftheUnitedNations,Kenyaprohibits any import of goods or contracting of works or services from that country, or any payments to any country, person,orentityinthatcountry.Atenderershallprovidesuchdocumentaryevidenceofeligibilitysatisfactoryto theProcuringEntity,astheProcuringEntityshallreasonablyrequest.
- 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 forthis purpose is be provided in "SECTION III-EVALUATION AND QUALIFICATION CRITERIA, Item 9".
- 3.11 PursuanttotheeligibilityrequirementsofITT4.10, atenderisconsidereda foreigntenderer, if the tenderer is not registered in Kenya orifthet enderer is registered in Kenya and has less than 51 percent ownership by Kenyan

- Citizens. JV sareconsideredas for eigntenderer sifthe individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percentownership by Kenyancitizens. The JV shall not subcontract to for eign 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 beregistered withtheNationalConstructionAuthorityandbeissuedwithaRegistrationCertificatebeforetheycanundertake anyconstructionworksinKenya.Registrationshallnotbeaconditionfortender,butitshallbeaconditionof contractawardandsignature.Aselectedtenderershallbegivenopportunitytoregisterbeforesuchawardand signatureofcontract.ApplicationforregistrationwithNationalConstructionAuthoritymaybeaccessedfrom thewebsitewww.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 CompetitionAuthority. Exemptionshallnotbeaconditionfortender, but it shall be accondition 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 Kenyamay beaccessed 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 clearancecertificateortaxexemptioncertificateissuedbytheKenyaRevenueAuthority.

## 4. EligibleGoods,Equipment,andServices

- 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 Anygoods, 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 environments hall 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 enteringintoacontractforconstruction of the Works. The costs of visiting the Siteshall beat the tenderer's own expense.
- 5.3 The Tendererandany of its personnel or agents will be granted permission by the Procuring Entity to enterupon its premises and lands for the purpose of such visit. The Tenderershall in demnify the Procuring Entity against all liability arising from death or personal injury, loss of ordamage to property, and any other loss es and expenses in curred as a result of the inspection.
- 5.4 ThetenderershallprovideintheFormof Tender andQualificationInformation,apreliminarydescriptionofthe proposedworkmethodandschedule,includingcharts,asnecessaryorrequired.

## B. ContentsofTenderDocuments

#### 6. SectionsofTenderDocument

6.1 The tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which shouldbereadinconjunctionwithanyAddendaissuedinaccordancewithITT8.

#### **PART 1 Tendering Procedures**

- i) SectionI-InstructionstoTenderers(ITT)
- ii) SectionII-TenderDataSheet(TDS)
- iii) SectionIII-EvaluationandQualificationCriteria
- iv) SectionIV-TenderingForms

## **PART 2 Works Requirements**

- i) SectionV-Drawings
- ii) SectionVI-Specifications
- iii) SectionVII-BillsofQuantities

#### **PART 3 Conditions of Contract and Contract Forms**

- i) SectionVIII-GeneralConditionsofContract(GCC)
- ii) SectionIX-SpecialConditionsofContract(SC)
- iii) SectionX-ContractForms
- 6.2 TheInvitation to Tender Document (ITT) is sued by the Procuring Entity is not part of the Contract documents.
- 6.3 UnlessobtaineddirectlyfromtheProcuringEntity,theProcuringEntityisnotresponsibleforthecompleteness oftheTenderdocument,responsestorequestsforclarification,theminutesofthepre-Tendermeeting(ifany),or Addenda to the Tender document in accordance with ITT 8. In case of any contradiction, documents obtained directlyfromtheProcuringEntityshallprevail.

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

#### 7. SiteVisit

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-TenderMeeting

- 8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender meeting will be held, when and where. The ProcuringEntityshallalsospecifyinthe**TDS**ifapre-arrangedpretendersitevisitwillbeheldandwhen. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of theworks. The purpose of the meeting will be to clarify is sue sandto 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 periodspecified in the TDS before the meeting.
- 8.3 Minutesofthepre-Tendermeetingandthepre-arrangedpretendersitevisitofthesiteoftheworks,ifapplicable, 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 DocumentsinaccordancewithITT6.3.Minutesshallnotidentifythesourceofthequestionsasked.
- 8.4 TheProcuringEntityshallalsopromptlypublishanonym zed(nonames)Minutesofthepre-Tendermeetingand thepre-arrangedpretendervisitofthesiteoftheworksatthewebpageidentifiedintheTDS.Anymodification totheTenderDocumentsthatmaybecomenecessaryasaresultofthepre-tendermeetingandthepre-arranged pretendersitevisit,shallbemadebytheProcuringEntityexclusivelythroughtheissueofanAddendumpursuant toITT8andnotthroughtheminutesofthepre-Tendermeeting.Nonattendanceatthepre-Tendermeetingwill notbeacausefordisqualificationofaTenderer.

## 9. Clarification and amendments of Tender Documents

9.1 ATendererrequiringanyclarificationoftheTenderDocumentshallcontacttheProcuringEntityinwritingatthe ProcuringEntity'saddressspecifiedintheTDSorraiseitsenquiriesduringthepre-Tendermeetingandthepre-

arrangedpretendervisitofthesiteoftheworksifprovidedforinaccordancewithITT8.4. TheProcuringEntity will respond in writing to any request for clarification, provided that such request is received no later than the periodspecifiedinthe 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 ITT8.4.

## 10. AmendmentofTenderingDocument

- 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. PreparationofTenders

## 11. CostofTendering

11.1 The Tenderershall 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. LanguageofTender

12.1 The Tender, as well as all correspondence and documents relating to the tender exchanged by the tender erand 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. DocumentsComprisingtheTender

- 13.1 The Tender shall comprise the following:
  - a) FormofTenderpreparedinaccordancewithITT14;
  - b) SchedulesincludingpricedBillofQuantities,completedinaccordancewithITT14andITT16;
  - c) TenderSecurityorTender-SecuringDeclaration,inaccordancewithITT21.1;
  - d) AlternativeTender,ifpermissible,inaccordancewithITT15;
  - e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordancewithITT22.3;
  - f) Qualifications:documentaryevidenceinaccordancewithITT19establishingtheTenderer'squalifications toperformtheContractifitsTenderisaccepted;
  - g) Conformity:atechnicalproposalinaccordancewithITT18;
  - h) Anyotherdocumentrequiredinthe 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 Tenderershall furnish in the Form of Tenderin formation on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

#### 14. FormofTenderandSchedules

14.1 TheFormofTenderandSchedules,includingtheBillofQuantities, shallbepreparedusingtherelevantforms furnishedinSectionIV,TenderingForms.Theformsmustbecompletedwithoutanyalterationstothetext,and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in withthe informationrequested.

#### 15. AlternativeTenders

- 15.1 Unlessotherwisespecified 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. TenderPricesandDiscounts

- 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 duringtheperformanceoftheContractinaccordancewiththeprovisionsoftheConditionsofContract,exceptin caseswherethecontractissubjecttofuctuationsandadjustments,notfixedprice.Insuchacase,theTenderer shallfurnishtheindicesandweightingsforthepriceadjustmentformulaeintheScheduleofAdjustmentData andtheProcuringEntitymayrequiretheTenderertojustifyitsproposedindicesandweightings.
- 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. CurrenciesofTenderandPayment

17.1 TenderersshallquoteentirelyinKenyaShillings. TheunitratesandthepricesshallbequotedbytheTendererin theBillofQuantities, entirelyinKenyashillings. ATendererexpectingtoincurexpenditures inothercurrencies for inputs to the Works supplied from outside Kenyashalldevice ownways of getting for eign currency to meet those expenditures.

## 18. DocumentsComprisingtheTechnicalProposal

18.1 The Tenderershall furnish at echnical 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.

## $19. \quad Documents Establishing the Eligibility and Qualifications of the Tenderer$

- 19.1 Tenderers shall complete the Form of Tender, included in Section IV, Tender Forms, to establish Tenderer's eligibilityinaccordancewithITT4.
- 19.2 Inaccordancewith Section III, Evaluation and Qualification Criteria, to establish its qualification stoper form the Contract the Tenderershall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.
- 19.3 Amarginofpreferencewillnotbeallowed. Preference and reservations will be allowed, individually or injoint 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 Tenderersshallbeaskedtoprovide, aspartofthedataforqualification, suchinformation, including details of ownership, asshallberequired 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 preventany corrupting the 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 justificationforaTenderer'sfailuretodisclose,orfailuretoproviderequiredinformationonitsownershipand 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) iftheprocurementprocessisstillongoing,thetendererwillbedisqualifiedfromtheprocurementprocess,
  - ii) ifthecontracthasbeenawardedtothattenderer,thecontractawardwillbesetaside,
  - iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whetherthe tendereroranyotherpersonshavecommittedanycriminaloffence.
- 19.10 Ifatenderersubmitsinformationpursuanttotheserequirementsthatisincomplete,inaccurateorout-of-date,or attemptstoobstructtheverificationprocess,thentheconsequencesITT6.7willensueunlessthetenderercan show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuineerrorwhichwasnotattributabletotheintentionalact,negligenceorrecklessnessofthetenderer.

## 20. PeriodofValidityofTenders

- 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). ATender 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. ATenderer 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) inthecaseofadjustablepricecontracts,noadjustmentshallbemade;orinanycase,tenderevaluation shallbebasedonthetenderpricewithouttakingintoconsiderationtheapplicablecorrectionfromthose indicatedabove.

## 21. TenderSecurity

- 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 formand, in the case of a Tender-Security, in the amount and currency specified in the **TDS**. A Tender-Securing Declaration shall use the forminc luded in Section IV, Tender Forms.
- 21.2 IfaTenderSecurityisspecifiedpursuanttoITT19.1,theTenderSecurityshallbeademandguaranteeinanyof thefollowingformsattheTenderer'soption:
  - a) anunconditionalBankGuaranteeissuedbyreputablecommercialbank);or
  - b) anirrevocableletterofcredit;
  - c) aBanker'schequeissuedbyareputablecommercialbank;or
  - d) anothersecurityspecifiedintheTDS,
- 21.3 If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondentbanklocatedinKenyatomakeitenforceable. 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 Formof Tender, or any extension the retoprovided by the Tenderer; or
  - f) ifthesuccessfulTendererfailsto:
    - i) signtheContractinaccordancewithITT50;or
    - ii) furnishaPerformanceSecurityandifrequiredintheTDS,andanyotherdocumentsrequiredinthe 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. FormatandSigningofTender

- 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 inthe **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. SealingandMarkingofTenders
- 23.1 Dependingonthesizesorquantitiesorweightofthetenderdocuments,atenderermayuseanenvelope,package orcontainer. The Tenderershalldeliverthe Tenderinasinglesealedenvelope,orinasinglesealedpackage,orin a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entityandawarningnottoopenbeforethetimeanddatefor Tenderopeningdate. Withinthesingleenvelope, package orcontainer, the Tenderershall placethe following separate, sealed envelopes:
  - a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as describedinITT11; and

- b) inanenvelopeorpackageorcontainermarked "COPIES", all required copies of the Tender; and
- c) ifalternativeTendersarepermittedinaccordancewithITT15,andifrelevant:
  - 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 requiredcopiesofthealternativeTender.

The inner envelopes or packages or containers shall:

- a) bearthenameandaddressoftheProcuringEntity.
- b) bearthenameandaddressoftheTenderer;and
- c) bearthenameandReferencenumberoftheTender.
- 23.2 Ifanenvelopeorpackageorcontainerisnotsealedandmarkedasrequired,the *ProcuringEntity* 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. DeadlineforSubmissionofTenders

- 24.1 TendersmustbereceivedbytheProcuringEntityattheaddressspecifiedinthe**TDS**andnolaterthanthedate andtimealsospecifiedinthe**TDS**. Whensospecifiedinthe**TDS**, Tenderersshallhavetheoptionofsubmitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submissionproceduresspecifiedinthe**TDS**.
- 24.2 The Procuring Entitymay, at its discretion, extend the deadline for the submission of Tenders by a mending the Tender Documents in accordance with ITT8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall there after be subject to the deadline as extended.

#### 25. LateTenders

25.1 TheProcuringEntityshallnotconsideranyTender thatarrivesafterthedeadlineforsubmissionoftenders,in accordance with ITT 24. Any Tender received by the Procuring Entity after the deadline for submission of Tendersshallbedeclaredlate,rejected,andreturnedunopenedtotheTenderer.

#### 26. Withdrawal, Substitution, and Modification of Tenders

- 26.1 ATenderermaywithdraw, substitute, ormodify its Tenderafter 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 with draw alnotices do not require copies). The corresponding substitution or modification of the Tendermustac company 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 dead line prescribed for submission of Tenders, in accordance with ITT24.
- 26.2 Tendersrequested to be with drawn in accordance with ITT26.1 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 TendersandtheexpirationoftheperiodofTendervalidityspecifiedbytheTendererontheFormofTenderorany extensionthereof.

#### 27. TenderOpening

- 27.1 ExceptinthecasesspecifiedinITT23 and ITT26.2, the Procuring Entity shall publicly open and readout all Tenders received by the deadline, at the date, time and placespecified in the **TDS**, in the presence of Tenderers' designated representatives who chooses to attend. Any specific electronic Tenderopening procedures required if electronic Tendering is permitted in accordance with ITT24.1, 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) thenameofthe Tenderer and whether there is a withdrawal, substitution, or modification;
  - b) the Tender Price, perlot (contract) if applicable, including any discounts;
  - c) anyalternativeTenders;
  - d) the presence or absence of a Tender Security, if one was required.
  - e) numberofpagesofeachtenderdocumentsubmitted.
- 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 tenderopeningregistershallbedistributedtoallTenderersuponrequest.

#### 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 anymatterrelated to the tendering process, its hall do so inwriting.

#### 29. ClarificationofTenders

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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 Duringtheevaluation oftenders, the following definition sapply:
  - a) "Deviation" isadeparture from the requirements specified in the tender document;
  - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirementsspecified in the tender document; and
  - c) "Omission" isthefailure 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, oromission. Amaterial deviation, reservation, oromission is one that meets the requirements of the Tender document without material deviation, reservation, oromission is one that meets the requirements of the Tender document without material deviation, reservation, oromission is one that meets the requirements of the Tender document without material deviation, reservation, oromission.
  - a) affectinanysubstantialwaythescope, quality, or performance of the Worksspecified in the Contract; or
  - b) limit in any substantial way, inconsistent with the tender document, the Procuring Entity's rights or the tenderer'sobligationsundertheproposedcontract; 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-materialNon-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) Anyerrorsinthesubmittedtenderarisingfromamiscalculationofunitprice,quantity,and subtotalandtotal bidpriceshallbeconsideredasamajordeviationthataffectsthesubstanceofthetenderandshallleadto

- disqualification of the tender as non-responsive. and
- c) ifthereisadiscrepancybetweenwordsandfigures, the amount inwords shall prevail
- $33.3\,Tenderers shall be notified of any error detected in their bidduring the notification of award.$

## 34. Currencyprovisions

34.1 TenderswillpricedbeinKenyaShillingsonly.TenderersquotingincurrenciesotherthaninKenyashillingswill bedeterminednon-responsiveandrejected.

## 35. MarginofPreferenceandReservations

- 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. NominatedSubcontractors

- 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 of fered in accordance with ITT16;
  - b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordancewith ITT39;
  - c) priceadjustmentduetoquantifiablenonmaterialnon-conformitiesinaccordancewithITT30.3; 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 Formof Tender, is specified in Section III, Evaluation and Qualification Criteria.

## 38. ComparisonofTenders

38.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordancewithITT38.2todeterminetheTenderthathasthelowestevaluatedcost.

## 39. AbnormallyLowTenders

- 39.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender,
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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. AbnormallyHighTenders

- 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) Ifthetenderpriceisabnormallyhighbasedonwrongestimatedcostofthecontract,theProcuringEntity\_mayacceptornotacceptthetenderdependingontheProcuringEntity'sbudgetconsiderations.
  - 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 revisedestimates, 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 <u>genuine competition</u> <u>between tenderers is compromised</u> (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. Unbalancedand/orFront-LoadedTenders

- 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) accepttheTender;or
  - b) require that the total amount of the Performance Security being reased 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) rejecttheTender,

#### 42. QualificationsoftheTenderer

- 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. BestEvaluatedTender

- 43.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Best Evaluated Tender. The Best Evaluated Tender of the Tende
  - a) MostresponsivetotheTenderdocument;and
  - b) thelowestevaluatedprice.

## 44. ProcuringEntity'sRighttoAcceptAnyTender,andtoRejectAnyor AllTenders.

44.1 TheProcuringEntityreservestherighttoacceptorrejectanyTenderandtoannultheTenderprocessandreject allTendersatanytimepriortoContractAward,withouttherebyincurringanyliabilitytoTenderers.Incaseof annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities,shallbepromptlyreturnedtotheTenderers.

## F. Award of Contract

#### 45. AwardCriteria

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. NoticeofIntentiontoenterintoaContract

- 46.1 UponawardofthecontractandPriortotheexpiryoftheTenderValidityPeriodtheProcuringEntityshallissuea NotificationofIntentiontoEnterintoaContract/Notificationofawardtoalltendererswhichshallcontain,ata minimum,thefollowinginformation:
  - a) thenameandaddressoftheTenderersubmittingthesuccessfultender;
  - b) theContractpriceofthesuccessfultender:
  - c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful,unlessthepriceinformationin(c)abovealreadyrevealsthereason;
  - d) theexpirydateoftheStandstillPeriod;and
  - e) instructionsonhowtorequestadebriefingand/orsubmitacomplaintduringthestandstillperiod;

#### 47. StandstillPeriod

- 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.
- Murang'a Water and Sanitation Company Limited (MUWASCO) MUWASCO/0T/004/2024/2025

47.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to EnterintoaContractwiththesuccessfulTenderer.

## 48. DebriefingbytheProcuringEntity

- 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 attendingsuchadebriefingmeeting.

#### 49. LetterofAward

49.1 PriortotheexpiryoftheTenderValidityPeriodanduponexpiryoftheStandstillPeriodspecifiedinITT42.1, uponaddressingacomplaintthathasbeenfiledwithintheStandstillPeriod,theProcuringEntityshalltransmit theLetterofAwardtothesuccessfulTenderer.Theletterofawardshallrequestthesuccessfultenderertofurnish thePerformanceSecuritywithin21daysofthedateoftheletter.

## 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. AppointmentofAdjudicator

51.1 The Procuring Entity proposes the personnamed in the **TDS** to be appointed as Adjudicator under the Contract, at the hourly feespecified in the **TDS**, plus reimburs able 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. PerformanceSecurity

- 52.1 Withintwenty-one(21)daysofthereceiptoftheLetterofAcceptancefromtheProcuringEntity,thesuccessful TenderershallfurnishthePerformanceSecurityand,anyotherdocumentsrequiredinthe**TDS**,inaccordance 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 institutionprovidingabankguaranteeshallhaveacorrespondentfinancialinstitutionlocatedinKenya,unless theProcuringEntityhasagreedinwritingthatacorrespondentbankisnotrequired.
- 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. PublicationofProcurementContract

- 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) nameandaddressoftheProcuringEntity;
  - b) name and reference number of the contract being awarded, a summary of its scope and the selection methodused;
  - c) thenameofthesuccessful Tenderer, the final total contract price, the contract duration.
  - d) datesofsignature,commencementandcompletionofcontract;
  - e) namesofallTenderersthatsubmittedTenders,andtheirTenderpricesasreadoutatTenderopening.

## 54. ProcurementRelatedComplaints andAdministrative Review

- 54.1 The procedures formaking Procurement-related Complaints are asspecified 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 MARAGUA WATER SUPPLY PROJECT The reference number of the Contract is MUWASCO/OT/004/2024/2025
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 is: Eng. James Wainaina
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: <i>two (2)</i>
B. Contents of T	ender Document
8.1	(A) Pre-Tender conference shall not take place
	(B) A pre-arranged pretender visit of the site of the works shalltake place at the following date, time and place.  Date: 2 <sup>nd</sup> April, 2025  Time: 10.00 am  Place: Members to meet at head office in Murang'a, then proceed to site.
	Please note that the cost for all site visits will be borne by the bidders.
ITT 8.2	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than 9 <sup>th</sup> April, 2025
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 is www.muwasco.co.ke
ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is:  Address where to send enquiries is  ATTENTION: PROCUREMENT MANAGER  Murang'aWater and Sanitation Company,  Off Kangema Road, Murang'a,  P.O Box 1050- 10200  Murang'a  Email address: procurementmanager@muwasco.co.ke
C. Preparation (	of Tandars
ITP 13.1 (h)	The Tenderer shall submit the following additional documents in its Tender: As detailed in the preliminary Evaluation and Technical Evaluation
ITT 15.1	Alternative Tenders <i>shall not</i> be considered.
ITT 15.2	Alternative times for completion <i>shall not be</i> permitted.
ITT 15.4	Alternative technical solutions shall be permitted for the following parts of the Works: <i>N/A</i>
ITT 16.5	The prices quoted by the Tenderer shall be: <i>fixed</i>
ITT 20.1	The Tender validity period shall be 154 days.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 20.3 (a)	(a) The delayed to exceeding <i>None</i> number of days.
	(b) The Tender price shall be adjusted by the following percentages of the tender price:
	(i) By <i>None</i> % of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and
	(ii) By None% 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 of kshs. 80, 000.00. Inform of a bank guarantee
	A Tender-Securing Declaration <i>shall not</i> be required.
ITT 21.2 (d)	The other Tender Security shall be <i>N/A</i>
ITT 21.5	On the Performance Security, other documents required shall be
	programme of works
ITT 22.1	In addition to the original of the Tender, the number of copies is: the tenderer shall provide one (1) original and one (1) copy
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: power of attorney Duly signed by an advocate of the high court or notary public and Must disclose in the confidential business questionnaire duly completed detailing Directors/partners/Sole proprietorship
D. Submission a	nd Opening of Tenders
ITT 24.1	(A) For <u>Tender submission purposes</u> only, the Procuring Entity's address is:
	aging Director,Murang'a Water and Sanitation Company, Off Kangema Road, Murang'a, P.O Box 1050- 10200 Murang'a
	The deadline for Tender submission is: Date: Tuesday 15 <sup>th</sup> April, 2025 Time: 10.00 Am
	Tenderers shall not have the option of submitting their Tenders electronically.
ITT 27.1	The Tender opening shall take place at the time and the address for Opening of Tenders provided below:
	Boardroom of Murang'a Water and Sanitation Company, Off Kangema Road, Murang'a
	Date: Tuesday 15 <sup>th</sup> April, 2025 Time: 10.00 Am
ITT 27.1	Tenderers shall not have the option of submitting their Tenders electronically
ITT 27.6	The number of representatives of the Procuring Entity to sign is
	All appointedmembers of the tender opening committee
E. Evaluation, a	nd Comparison of Tenders

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
ITT 32.3	The adjustment shall be based on the <i>average</i> 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 35.2	The invitation to tender is extended to the following groups that qualify for Reservations <i>Not applicable</i> .	
ITT 36.1	At this time, the Procuring Entity <i>does not intend</i> 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>Not Permitted</i>	
ITT 36.3	Not applicable	
ITT 37.2 (d)	Additional requirements apply.  i) Letter of compliance issued by Ministry of Labor and showing compliance with labor requirements and in particular compliance to minimum wage.  ii) current compliance certificate from NSSF  iii) current compliance certificate from NHIF  iv) As detailed in the evaluation criteria in Section III,  Evaluation and Qualification Criteria.	
ITT 51.1	The person named to be appointed as Adjudicator is <i>Nairobi Centre for International Arbitration</i>	
ITT 52.2	Other documents required are <i>Programme of works</i>	
ITT 54.1	The procedures for making a Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website <a href="www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="complaints@ppra.go.ke">complaints@ppra.go.ke</a> . If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:  The Managing Director,  Murang'a Water and Sanitation Company,  Off Kangema Road,  P.O Box 1050- 10200  Murang'a	
	Email: managingdirictor@muwasco.co.ke	
	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.	

## <u>SECTIONIII-EVALUATIONANDQUALIFICATIONCRITERIA</u>

## 1. GeneralProvisions

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalentusingtherateofexchangedeterminedasfollows:

a) Forconstructionturnoverorfinancialdatarequiredforeachyear-Exchangerateprevailingonthelastday of the

- respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Valueofsinglecontract-Exchangerateprevailingonthedateofthecontractsignature.
- c) ExchangeratesshallbetakenfromthepubliclyavailablesourceidentifiedintheITT14.3.Anyerrorin determiningtheexchangeratesintheTendermaybecorrectedbytheProcuringEntity.

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. Noother 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 should use the Standard Tender Evaluation Document for Goods and Works for evaluating Tenders.

#### EvaluationandcontractawardCriteria

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 prices hall be selected for award of contract.

## 2. Preliminary examination for Determination of Responsiveness

TheProcuringEntitywillstartbyexaminingalltenderstoensuretheymeetinallrespectstheeligibilitycriteria andotherrequirementsintheITT,andthatthetenderiscompleteinallaspectsinmeetingtherequirementsof "Part 2 – Procuring Entity's Works Requirements", including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded. The Standard Tender EvaluationReportDocumentforGoodsandWorksforevaluatingTendersprovidesveryclearguideonhowto dealwithreviewoftheserequirements. TendersthatdonotpassthePreliminaryExaminationwillbeconsidered irresponsiveandwillnotbeconsideredfurther.

3. Tender Evaluation (ITT35) Priceevaluation: inadditionto the criterial is tedinITT35.2(a)—

(c)thefollowingcriteriashallapply:

- i) AlternativeCompletionTimes: Not Permitted
- ii) Alternative Technical Solutions for specified parts of the Works: Not Permitted
- iii) OtherCriteria; Not Permitted
- 4. MultipleContracts will Not be Permitted
- 5. AlternativeTenders(ITT13.1):Not Permitted
- 6. MarginofPreferenceisnotapplicable

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# Postqualification and Contractward (ITT39), more specifically, Tender will be subjected to post qualification criteria

- a) Incasethetender<u>wassubjecttopost-qualification</u>,thecontractshallbeawardedtothelowestevaluated tenderer,subjecttoconfirmationofpre-qualificationdata,ifsorequired.
- b) Incasethetender<u>wasnotsubjecttopost-qualification</u>,thetenderthathasbeendeterminedtobethelowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
  - i) The Tenderershall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings 6,000,000.00.
  - ii) Minimum <u>average</u> annual construction turnover of Kenya Shillings10,000,000.00 equivalentcalculatedastotalcertifiedpaymentsreceivedforcontractsinprogressand/or completedwithinthelast3/years.
  - iii) Atleast3ofcontract(s)ofasimilarnatureexecutedwithinKenya,orthe EastAfricanCommunityorabroad,thathavebeensatisfactorilyandsubstantiallycompletedasa prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings6,000,000.00 equivalent.
  - iv) Contractor's Representative and Key Personnel, which are specified as the evaluation criteria listed below.

- v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as the evaluation criteria listed below.
- vi) Otherconditionsdependingontheirseriousness.

## a) Historyofnon-performingcontracts:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performanceofacontractdidnotoccurbecauseofthedefaultoftheTenderer,orthemember of a JV inthelast<u>3 years</u> The required information shall be furnishedintheappropriateform.

## b) **PendingLitigation**

Financial position and prospective long-term profitability of the Single Tenderer, and in the casetheTendererisaJV,ofeachmemberoftheJV,shallremainsoundaccordingtocriteria established with respect to Financial Capability under Paragraph (i) above if all pending litigationwillberesolvedagainsttheTenderer.Tenderershallprovideinformationonpending litigationsintheappropriateform.

## c) LitigationHistory

Thereshallbenoconsistenthistory of court/arbitral award decisions against the Tenderer, in the last <u>1</u> years). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

## MANDATORY /PRELIMINARY REQUIREMENTS

Bidders should submit copies of documents as indicated below

SN	MANDATORY/PRELIMINARY REQUIREMENTS	RESPONSIVENES S (YES/NO)
1.	Certificateof Incorporation/BusinessRegistration (Attachcopy)	YES/NO
2.	Personal Identification Number (PIN) certificate(Attachcopy)	YES/NO
3.	ValidTax ComplianceCertificate(Attach copy)	YES/NO
4.	Proven physical location of the firm /company ( attach copy of Valid and relevant Business Permit/License)	YES/NO
5.	Chronologically Serialized Bid document in the format of 1,2,3,4(All Pages)	YES/NO
6.	Duly filled, signed & stamped business questionnaire in the format provided	YES/NO
7.	Duly filled, signed & stamped Tenderer information Form of tender in the format provided	YES/NO
8.	Duly filled, signed & stamped certificate of independent tender determination in the format provided	YES/NO
9.	Duly filled, signed & stamped self-declaration form that the person/tenderer is not debarred in the matter of Public Procurement and Asset Disposal Act 2015	YES/NO
10.	Duly filled, signed & stamped self-declaration form that the person/tenderer will not engage in corruption or fraudulent practice in the format provided	YES/NO
11.	Duly filled, signed & stamped declaration and commitment to the code of ethics in the format provided	YES/NO
12.	Duly filled, signed & stamped price schedule in the format provided	YES/NO
13.	Provide certified copy of Proof of NCA7and above	YES/NO
14.	Attach certified copy of CR12 /Partnership deed issued within the last 12months	YES/NO
15.	Filled site visit form to ascertain understanding of the scope of works	YES/NO
16.	Attach certified Copies of IDs of Directors	YES/NO
17.	Tenderer submitted a tender Security in the format provided	YES/NO
18.	Site visit certificate	YES/NO

**NB**:AllBidders must meetallthe above mandatoryrequirements to qualify. Bidders who fail to meet any of the above shall be disqualified from the entire procurement process.

## **TECHNICALEVALUATION**

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SN	Evaluation Criteria	Evaluator Attributes	Weigh Score	Maximu m Score
1.	Number of years	Provide a minimum number of three (3) similar projects that have been completed in the last three (3) years.  Attach certified prove copies of completion certificates or taking over certificates or certified recommendation certificates	3projects contracts/Certified copies of taking over certificates/or completion certificates or certified recommendation certificate  3 and above 15 marks others prorated at Number of projects x 15mark/3	15 Marks
2.	Annual turn over	Minimum average annual construction turnover of Kenya Shillings 10,000,000.00 equivalent calculated as total certified payments received for contracts in progress and/or completed within the last three (3) years.	Proof of invoices, certified payments, IPC certificates  10 million and above 10 marks 8 to 9 million-7mrks 5-7 million-5mrks 2-4 million-3mrk Below 2million-1 mrk	10 Marks
3.	Key Technical staff	Provide detailed proposal of key technical members for the proposed project, copies and CV of the proposed team, Enclose detailed certificate <b>a-Project Manager</b> Degree in Construction  Management/ Civil Engineering /Project  Management/Water Engineering with 3 years relevant experience (4mrks) <b>b-Supervisor</b> (Minimum qualification certificate in Quantity Surveying/Construction Management/ Civil Engineering/Project Management/Water Engineering with 3 years relevant experience.3mrks <b>C-plumber2No.</b> (Minimum qualification is certificate in plumbing with 2 years relevant experience -8mrks	Proof of certified certificates and CVs	15 Marks
4.	Soundness of the Tenderers Financial Position	I. Submission of certified audited financial statements for the last three years (2022,2023,2024) to demonstrate the current soundness of the firm (6mrks)  ii. Return on asset (ROA) of from 5%(3marks)  iii. Solvency Ratio i.e. Debts to Assets Ratio – Acceptable threshold shall be a maximum of 2. (3marks)	Submission of certified audited accounts specified	12Marks
5.	Financial Capacity	Cash flow Attach Bank Statements for the last 12 months	Evidence of regular cash flows on the bank statements	10 Marks

6.	Financial Stability	Line of credit letter from financial institution recognized by CBK	3 million and above 10 marks  others prorated at value of credit x10 marks/3 million	10 marks
7.	Financial Capacity	Liquidity ratio	CR=CA/CL for 1.1 ratio & above 10 marks others prorated at ratio x10marks/1	10 Marks
8.	Equipment ownership /lease agreement	Equipment (proof of valid ownership / lease agreement) - Backhoe excavator complete with rock breaker 1mrks  1 No. Concrete mixer 350 litres 1mrks 1 No. Plate compactor 1mrks 2 No. Concrete poker vibrators 1mrks 1 No. Truck 1mrks excavator complete with rock breaker 3mrks	proof of valid ownership / lease agreement	8 marks
9.	Filled Form As Specified	provide evidence that non-performance of a contract did not occur as a result of contractor default for the last one year-provide proof-fill form CON-2	Filled form as specified	2 Marks
10.	Methodology containing a bar chart	Submit a methodology specific to construction of water pipeline in densely populated built up urban and rural areas with specific methods of passing existing sewer lines during construction.	proof of draft detailed methodology for the water pipeline	6 Marks
11.	Litigation History	Provide evidence that there is no pending litigation and Proof of written and certified letter from the bidding firm		2 Marks
			Total Marks	100 Marks

The passmark to proceed to the financial stage shall be 70% and above. Bidders who shall score less than 75% shall be disqualified at this stage and from the entire procurement processes.

Tenderers that will pass technical evaluation criteria will be further subjected to arithmetical corrections.

MUWASCO may conduct due diligence prior to contract award to confirm successful bidders eligibility any time during the process

## **FINANCIAL EVALUATION**

The Evaluation Committee shall conduct financial evaluation & shall perform price comparison among other bidders.

## **AWARD CRITERIA**

The bidder with the lowest evaluated price shall be recommended for award.

## **COMPETITIVE NEGOTIATION**

MUWASCO may conduct competitive negotiations where;

- i. There is a tie in the lowest evaluated price by two or more tenderers;
- ii. The lowest evaluated price is in excess of available budget;
- iii. or where change of scope is envisaged.

#### **CHANGE OF SCOPE**

Muwasco may implement change of scope pursuant to Reg. 78 (4) (f) of the PPADR 2020 in instances where the successful bidder is above the available budget.

# 7. QUALIFICATION FORMSUMMARY

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
1	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14.	Form of Tender	
3	Conflict of Interest	No conflicts of interest in accordance with ITT 3.3	Form of Tender	
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.8	Form of Tender	
5	State- owned Enterprise	Meets conditions of ITT 3.7	Forms ELI – 1.1 and 1.2, with attachments	
6	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI – 1.1 and 1.2, with attachments	
7	History of Non- Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1 <sup>st</sup> January 2022	Form CON-2	
8	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Form of Tender	
9	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON – 2	
10	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1 <sup>st</sup> January2022	Form CON – 2	
11	Financial Capabilities	(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings 6 million equivalent for the subject contract(s) net of the Tenderer's other commitments.	Form FIN – 3.1, with attachments	
		(ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of		

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
		finance to meet the cash flow requirements on works currently in progress and for future contract commitments.		
		(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>3 years</i> 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 10 million, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last 3 years, divided by [insert number of 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 3 years, starting 1 st January 2022	Form EXP – 4.1	
	Specific Construction & Contract Management Experience	A minimum number of 3similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January 2022 and tender submission deadline i.e (number) contracts, each of minimum value Kenya shillings 5 million equivalent. [In case the Works are to be tender as individual contracts under multiple contract procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options mentioned in ITT 35.4]	Form EXP 4.2(a)	
		The similarity of the contracts shall be based on the following: [Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may		

25	1	2	3	4	5
	Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
			be met by specialized subcontractors, if permitted in accordance with ITT 34.3]		

#### **QUALIFICATION FORMS**

#### 1. FORMEQU:EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirementsforthekeyequipmentlistedinSectionIII,EvaluationandQualificationCriteria.AseparateFormshallbe preparedforeachitemofequipmentlisted,orforalternativeequipmentproposedbytheTenderer.

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 ☐ Le	ased			

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner		
	Address of owner		
	T. 1. 1		
	Telephone	Contact name and title	
	Fax	Telex	
Agreements	Details of rental / lease / manufacture agreer	ments specific to the project	

#### 2. FORMPER-1

#### $Contractor's Representative and Key Personnel\ Schedule$

TenderersshouldprovidethenamesanddetailsofthesuitablyqualifiedContractor'sRepresentativeandKeyPersonnel 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	[insert the whole period (start and end dates) for which this position will be	
	appointment:	engaged]	
Time commitment: for		[insert the number of days/week/months/ that has been scheduled for this	
	this position:	position]	
	<b>Expected time schedule</b>	[insert the expected time schedule for this position (e.g. attach high level Gantt	
	for this position:	chart]	
2.	Title of position: [	J	
	Name of candidate:		
	<b>Duration of</b>	[insert the whole period (start and end dates) for which this position will be	
	appointment:	engaged]	
	Time commitment: for	[insert the number of days/week/months/ that has been scheduled for this	
	this position:	position]	
	<b>Expected time schedule</b>	[insert the expected time schedule for this position (e.g. attach high level Gantt	
	for this position:	chart]	
3.	Title of position: [		
	Name of candidate:		
	<b>Duration of</b>	[insert the whole period (start and end dates) for which this position will be	
	appointment:	engaged]	
	Time commitment: for	[insert the number of days/week/months/ that has been scheduled for this	
	this position:	position]	
	<b>Expected time schedule</b>	[insert the expected time schedule for this position (e.g. attach high level Gantt	
	for this position:	chart]	
4. Title of position: []			
	Name of candidate:		
	<b>Duration of</b>	[insert the whole period (start and end dates) for which this position will be	
	appointment:	engaged]	
	Time commitment: for	[insert the number of days/week/months/ that has been scheduled for this	
	this position:	position]	
	<b>Expected time schedule</b>		
_	for this position:	chart]	
5. Title of position: [insert title]		itle]	
	Name of candidate		
	Duration of	[insert the whole period (start and end dates) for which this position will be	
	appointment:	engaged]	
	Time commitment: for	[insert the number of days/week/months/ that has been scheduled for this	
	this position:	position]  Fingert the expected time schedule for this position (e.g. attach high layel Cantt	
	Expected time schedule	[insert the expected time schedule for this position (e.g. attach high level Gantt	
	for this position:	chart]	

#### 3. **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]:	[title of position from Form PER-	1]		
Personnel information	Name:	Date of birth:		
	Address:	E-mail:		
	Professional qualifications:			
	Academic qualifications:			
	Language proficiency: [langua	ge and levels of speaking, reading and writing skills]		
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
[main project details]	[role and responsibilities on the project]	[time in role]	[describe the experience relevant to this position]

#### **Declaration**

I,theundersigned [inserteither "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:	[insert period (start and end dates) for which this
	Contractor's Representative or Key Personnel is available
	to work on this contract]
Time commitment:	[insert period (start and end dates) for which this
	Contractor's Representative or Key Personnel is available
	to work on this contract]

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

- a) betakenintoconsiderationduringTenderevaluation;
- b) resultinmydisqualificationfromparticipatingintheTender;
- c) resultinmydismissalfromthecontract.

Name of Contractor's Representative or Key Personnel: [insert name]		
Signature:		
Date:(daymonthyear):		
CountersignatureofauthorizedrepresentativeoftheTenderer:		
Signature:		
Date:(daymonthyear):		

# 4. TENDERER'SQUALIFICATIONWITHOUTPRE-QUALIFICATION

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:
[indicate country of Constitution]
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 and a list of Board of Directors.

## 4.2 <u>FORM ELI -1.2</u>

**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: 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 and a list of Board of Directors.

# 4.3 <u>FORM CON – 2</u>

# Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer Date:	's Name:					
IV Mem	IV Member's Name					
ITT No	and title:					
11 1 110.	and title					
		accordance with Section III, Evaluation and Qualification C				
		mance did not occur since 1st January [insert year] specified in	Section III,			
Evaluation	on and Qualification	Criteria, Sub-Factor 2.1.				
		ormed since 1st January [insert year] specified in Section III,	Evaluation and			
Qualifica	ntion Criteria, requir	ement 2.1				
Year		Contract Identification	Total Contract			
	portion of		Amount (current			
	contract		value, currency,			
			exchange rate and			
			Kenya Shilling			
			equivalent)			
[insert	[insert amount	Contract Identification: [indicate complete contract name/	[insert amount]			
year]	and percentage]	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)]				
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 indica	ted 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	Litigation History in accordance with Section III, Evaluation and Qualification Criteria							
2.4.								
□ Li	tigation Historyin accordance	e 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:**

1	F	ir	15	1	1	ci	a	ı	S	i	h	15	1	ti	n	n	1	ดา	n	d	1	P	e	r	F۵	n	r	m	19	n	ı	٠,	

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

#### 4.4.1. Financial Data

Type of Financial information	Historic in	nformation for	r previous	years,							
in											
(currency)	(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 Statem	ent										

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

#### 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.

<sup>\*</sup>Refer to ITT 15 for the exchange rate

<sup>&</sup>lt;sup>1</sup> 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	Exchange rate	Kenya Shilling equivalent							
	Currency									
[indicate year]	[insert amount and indicate									
	currency]									
Average										
Annual										
Construction										
Turnover *										

<sup>\*</sup> 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

Fina	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 Co	ntract 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 Membe	r's Name		
ITT No. an	d title:		
Page		ofpages	
Starting		Contract Identification	Role of
	Year		Tenderer
Year			
		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		1	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.)**

Simila	r Contract No.	Information					
	Description of the similarity in accordance						
with S	ub-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:						
Tenderer's JV Member Name:  Sub-contractor's Name <sup>2</sup> (as per ITT 34):						
ITT No. and title:						
All Sub-contractors for key activities mu	st complete th	ne info	ormation is	n this form as	ner ITT 34 and	Section III.
Evaluation and Qualification Criteria, So					P	~~~~~,
1. Key Activity No One: _						
	Information					
Contract Identification						
Award date						
Completion date						
Role in Contract	Prime		ber in	Management	Sub-contractor	
	Contractor   □	$\prod$		Contractor		
Total Contract Amount	Ш	Ш				
	Total quantity	in	Percentage	Kenya Shilling	Actual	
production, as applicable) performed under	Total quantity the contract		participation pa		Quantity	
	(i)		(ii)		Performed	
					(i) x (ii)	
Year 1						
Year 2						
Year 3						
Year 4						
Procuring Entity's Name:						
Address:						
Telephone/fax number						
E-mail:						
	ı					
	Information					
Description of the key activities in						
accordance with Sub-Factor 4.2(b) of Section III:						

<sup>&</sup>lt;sup>2</sup> If applicable

2. Activity No. Two 3. .....

#### **OTHERFORMS**

#### 5. FORM OF TENDER

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

#### INSTRUCTIONS TO TENDERERS

- i) All italicized text is to help the Tenderer in preparing this form.
- ii) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.
- iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.

Date of	f this Tender submission:	[insert date (	as day, month and y	vear) of Ten	der submissi	on] Tender
Nan	ne and	<b>Identification</b> :	[insert	ic	lentification]	Alternative
No.:	:[i)	nsert identification N	o if this is a Tender	for an alteri	native]	
То:	[Insert com	plete name of Procuri	ng Entity]			
	DearSirs,					
1.	In accordance with the C execution of the above named any defects the reinforthesur Shillings [amount inwords]	dWorks,we,theundersignofKenyaShillings[/A	gnedoffertoconstructand mountinfigures]	dcompletethe	Worksandrem	edy
	The above amount include [figures]					ıcy]
	Thepercentageoramountqu foreign currencies.	otedabovedoesnotincl	udeprovisionalsums,and	lonlyallowsno	otmorethantw	o
2.	Weundertake, if our tender is of the Project Manager's notion within the time stated in the Spanish within the time stated in the Spanish with the time stated in the time	cetocommence, and toc	ompletethewholeoftheV			
3.	Weagreetoadherebythistene andmaybeacceptedatanytir		[Insertdate	e],anditshallr	emainbinding	uponus
4.	UnlessanduntilaformalAgr thereof,shallconstituteabin thelowestoranytenderyoun	dingContractbetweenu				
5.	We,theundersigned,further	declarethat:				

- i) <u>Noreservations</u>: Wehaveexamined and have no reservations to the tender document, including Addenda is suedinac cordance with ITT28;
- ii) <u>Eligibility:</u> We meettheeligibilityrequirements and have no conflict of interestinac cordance with ITT3 and 4;
- iii) <u>Tender-Securing Declaration</u>: Wehavenotbeen suspended nor declared in eligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;
- *Conformity*: Weoffertoexecuteinconformitywiththetenderingdocumentsandinaccordancewiththe implementationandcompletionspecifiedintheconstructionschedule, the following Works: [insertabrief description of the Works];

- v) <u>TenderPrice:</u> ThetotalpriceofourTender, excluding any discounts offered in item 1 above is: [Insertone of the options below as appropriate]
- vi Option1, 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

#### Option2, 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 therespective currencies]; and
- b) <u>Totalpriceofalllots</u>(sumofalllots)[insertthetotalpriceofalllotsinwordsandfigures,indicating thevariousamountsandtherespectivecurrencies];
- vii) <u>Discounts:</u> The discounts offered and the methodology for their application are:
- viii) Thediscountsofferedare:[Specifyindetaileachdiscountoffered.]
- 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) <u>Tender Validity Period</u>: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable)fromthedatefixedfortheTendersubmissiondeadlinespecifiedinTDS22.1(asamended,if applicable),anditshallremainbindinguponusandmaybeacceptedatanytimebeforetheexpirationof that period;
- xi) <u>Performance Security:</u> If our Tender is accepted, we commit to obtain a Performance Security in accordancewiththe Tendering document;
- xii) <u>One Tender Per Tender</u>: Wearenot submitting any other Tender(s) as an individual Tender, and wearenot participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT3.4, other than alternative Tenders submitted in accordance with ITT13.3;
- xiii) <u>Suspension and Debarment</u>: 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) <u>State-owned enterprise or institution:</u>[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 requirementsofITT3.8];
- xv) <u>Commissions, gratuities, fees</u>: We have paid, or will pay the following commissions, gratuities, or fees withrespecttothetenderprocessorexecutionoftheContract: [insertcompletenameofeachRecipient,its fulladdress,thereasonforwhicheachcommissionorgratuitywaspaidandtheamountandcurrencyof eachsuchcommissionorgratuity].

Name of Recipient	Address	Reason	Amount

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

- xvi) <u>BindingContract</u>:WeunderstandthatthisTender,togetherwithyourwrittenacceptancethereofincluded in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is preparedandexecuted;
- xvii) NotBoundtoAccept: WeunderstandthatyouarenotboundtoacceptthelowestevaluatedcostTender, the MostAdvantageousTenderoranyotherTenderthatyoumayreceive;
- $xviii) \ \underline{Fraudand Corruption:} We here by certify that we have taken steps to ensure that no person acting for usor on our behalf engages in any type of Fraudand Corruption;$

xix)	<u>Collusivepractices</u> : Weherebycertifyandconfirmthatthetenderisgenuine,non-collusiveandmadewith the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of IndependentTenderDetermination" attachedbelow.
xx)	WeundertaketoadherebytheCodeofEthicsforPersonsParticipatinginPublicProcurementandAsset Disposal, copyavailablefrom(specifywebsite)duringtheprocurementprocessandthe executionofanyresultingcontract.
xxi)	<b>Beneficial Ownership Information:</b> We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
xxii)	<ul> <li>We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:         <ul> <li>Tenderer'sEligibility;ConfidentialBusinessQuestionnaire—toestablishwearenotinanyconflict tointerest.</li> </ul> </li> <li>CertificateofIndependentTenderDetermination—todeclarethatwecompletedthetenderwithout colludingwithothertenderers.</li> <li>Self-DeclarationoftheTenderer—todeclarethatwewill,ifawardedacontract,notengageinany formoffraudandcorruption.</li> <li>DeclarationandcommitmenttotheCodeofEthicsforPersonsParticipatinginPublicProcurement andAssetDisposal</li> </ul>
	ner, we confirm that we have read and understood the full content and scope of fraud and corruption as med in "Appendix 1- Fraud and Corruption" attached to the Form of Tender.
Nam	e of the Tenderer: *[insert complete name of person signing the Tender]
	$\begin{tabular}{l} \textbf{eofthepersondulyauthorized to sign the Tender on behalf of the Tenderer:} **[insert complete name sonduly authorized to sign the Tender] \end{tabular}$
Title	ofthepersonsigningtheTender:[insertcompletetitleofthepersonsigningtheTender]
Signa	atureof the person named above: [insert signature of person whose name and capacity are shown
abov	e] Date signed[insertdateofsigning]dayof[insertmonth],[insertyear]
Dates	signeddayof,

#### Notes

st In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer \*\* Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.

# A. <u>TENDERER'S ELIGIBILITY-CONFIDENTIALBUSINESSQUESTIONNAIRE</u>

#### **Instruction to Tenderer**

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

#### (a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	<ol> <li>Country</li> <li>City</li> <li>Location</li> <li>Building</li> <li>Floor</li> <li>Postal Address</li> <li>Name and email of contact person.</li> </ol>
6	Current Trade License Registration Number and Expiring date	·
7	Name, country and full address (postal and physical addresses, email, and telephone number) 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 (postal and physical addresses, email, and telephone number) of state which stock exchange	

#### **General and Specific Details**

	b)	Sole Propri	ietor, provi	de the followingdeta	ails.			
	Nam				_Age_	ny of Omigin		Nationalit Citizenshi
					Counti	y of Origin		Citizensni
	c)	Partnershi	<b>p,</b> provide t	he followingdetails				
	Names	of Partners		Nationality	Citiz	enship	% Shares owned	
1 2								
3								
						<u>,                                    </u>		
	d)	Registered	Company,	provide the following	ngdetail	S.		
		i) Private	or public (	Company				
		ii) State th	ne nominal	and issued capital o	f the Co	npany		
		Nomin	al Kenya S	hillings (Equivalent	)			Issued
		Kenya	Shillings (l	Equivalent)				
		iii) Give d	etails of Di	rectors as follows.				
1	Names	of Director		Nationality	Citiz	enship	% Shares owned	
)								
3								
(e	) <b>DIS</b> (	Aretherean	person/per	ST-InterestoftheFi sonsin ?Yes/No	(1	NameofProcuring	v. Entity)whohas/have	eaninterest
	If ye	es, provide de	tails as follo	ows.				
	Names o	of Person	Designation	on in the Procuring 1	Entity	Interest or Relat	ionship with Tender	er
<u> </u>								
<u></u>								
ii)	Confli	ict of interest	disclosure					
	Type of	Conflict				Disclosure YES OR NO	If YES provide de relationship with	
1				controls, is control	led by or			
2				nother tenderer. d any direct or indir	ect.			
۷		from another		u any uneet of man	.601			
3				resentative as another	er tender	er		
1				nother tenderer, dire				

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

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

I)	Certification	
Onl	pehalfoftheTenderer,Icertifythattheinformationgiv	venaboveiscomplete, current and accurate a satthedate of submission
Ful	Name	
Titl	eorDesignation_	
	(Signature)	(Date)

#### B. CERTIFICATE OFINDEPENDENTIENDER DETERMINATION

	undersigned, in submitting the accompanyingLetter ofTender tothe[Name of ringEntity]for:[Name and number of tender] in nsetotherequestfortendersmadeby:[NameofTenderer]dohereby the following statements that I certify to be true and complete in every respect:	
	y,onbehalfof[NameofTenderer]that:	
1.	IhavereadandIunderstandthecontentsofthisCertificate;	
2.	IunderstandthattheTenderwillbedisqualifiedifthisCertificateisfoundnottobetrueandcompleteinevery respect;	
3.	Iam the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tenderer 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 Tenderin 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.	<ul> <li>The Tenderer discloses that [check one of the following, as applicable:</li> <li>a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;</li> <li>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, agreement sor arrangements;</li> </ul>	
6.	Inparticular, 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, at ender; 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 regardingthequality, 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 toparagraph (5)(b) above;	
8.	thetermsoftheTenderhavenotbeen,andwillnotbe,knowinglydisclosedbytheTenderer,directlyorindirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of theContract, whichevercomesfirst,unlessotherwiserequiredbylaworasspecificallydisclosedpursuanttoparagraph(5)(b) above.	
	NameTitle_Date	
	[Name, title and signature of authorized agent of Tenderer and Date].	

#### C. <u>SELF - DECLARATIONFORMS</u>

#### FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENTAND ASSET DISPOSALACT 2015. in the Republic of do hereby make a statement as follows: -1. THATIamtheCompanySecretary/ChiefExecutive/ManagingDirector/PrincipalOfficer/Directorof ..... for ..... (insert tender title/description) for ..... (insert name of the Procuring entity) and duly authorized and competent to make this statement. 2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurementproceedingunderPartIVoftheAct. THATwhatisdeponedtohereinaboveistruetothebestofmyknowledge,informationandbelief. 3. ..... (Title) (Date) (Signature)

#### 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.	THATIamtheChiefExecutive/ManagingDirector/PrincipalOfficer/Directorof	
2.	THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulentpracticeandhasnotbeenrequestedtopayanyinducementtoanymemberoftheBoard,Management, Staffand/oremployeesand/oragentsof	
3.	THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement toany memberoftheBoard,Management,Staffand/oremployeesand/oragentsof	
4.	THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidder participatinginthesubjecttender	
5.	THAT what is deponed to here in above is true to the best of my knowledge information and belief.	
	(Title) (Signature) (Date)	
	Bidder's Official Stamp	

# DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I				
Company/Firm)				
participating in Public Procurement and Asset Disposal and I	•			
Id ohere by committo a bide by the provisions of the Code of Ethics for person sparticipating in Public Procurement and Asset Disposal.				
Name of Authorized signatory	Sign			
Position				
Office address	Гelephone			
E-mail				
Name of the Firm/Company				
Date	(Company Seal/ Rubber			
Stamp where applicable)				
Witness				
Witness				
Name	Sign			
Date				

#### D. APPENDIX1-FRAUDANDCORRUPTION

(Appendix 1 shall not be modified)

#### 1. Purpose

2. 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.

#### 3. 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 perparagraphs 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 notolerance for such practices and behavior:

- 1) apersontowhomthisActappliesshallnotbeinvolvedinanycorrupt,coercive,obstructive,collusiveor fraudulentpractice;orconflictsofinterestinanyprocurementorassetdisposalproceeding;
- 2) Apersonreferredtoundersubsection(1)whocontravenestheprovisionsofthatsub-sectioncommitsan offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be:
  - a) disqualifiedfromenteringintoacontractforaprocurementorassetdisposalproceeding; or
  - b) ifacontracthasalreadybeenenteredintowiththeperson,thecontractshallbevoidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entitywhohasaconflictofinterestwithrespecttoaprocurement:
  - a) shallnottakepartintheprocurementproceedings;
  - b) shallnot,afteraprocurementcontracthasbeenenteredinto,takepartinanydecisionrelatingtothe procurementorcontract;and
- c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidderstowhomthecontractwasawarded,butthesubcontractorappointedshallmeetalltherequirements of this Act.
- 6) Anemployee,agentormemberdescribedinsubsection(1)whorefrainsfromdoinganythingprohibited underthatsubsection,butforthatsubsection,wouldhavebeenwithinhisorherdutiesshalldisclosethe conflictofinteresttotheprocuringentity;
- 7) Ifapersoncontravenessubsection(1)withrespecttoaconflictofinterestdescribedinsubsection(5)(a) and the contractisawarded 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 of ficer. Etc.

IncompliancewithKenya'slaws,regulationsandpoliciesmentionedabove,theProcuringEntity:

- a) Definesbroadly, forthepurposes of the above provisions, the terms set for the lowes follows:
  - i) "corruptpractice"istheoffering,giving,receiving,orsoliciting,directlyorindirectly,ofanything ofvaluetoinfluenceimproperlytheactionsofanotherparty;
  - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklesslymisleads,orattemptstomislead,apartytoobtainfinancialorotherbenefitortoavoidan obligation;

- iii) "collusivepractice"isanarrangementbetweentwoormorepartiesdesignedtoachieveanimproper purpose,includingtoinfluenceimproperlytheactionsofanotherparty;
- iv) "coercivepractice" isimpairing 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) "obstructivepractice"is:
  - deliberately destroying, falsifying, altering, or concealing of evidence material to the
    investigation or making false statements to investigators in order to materiallyimpede
    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 their vestigation; or
  - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and auditrights provided for underparagraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulentandcollusive practices as follows:
  - "fraudulentpractice"includesamisrepresentationoffactinordertoinfluenceaprocurementordisposal 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 tenderer sprior 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) Rejectsaproposalforaward of acontractif 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 contracting uestion;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriateauthority(ies)forsanctioninganddebarmentofafirmorindividual,asapplicableunderthe ActsandRegulations;
- e) RequiresthataclausebeincludedinTenderdocumentsandRequestforProposaldocumentsrequiring(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
  auditedbyauditorsappointedbythePPRAoranyotherappropriateauthorityappointedbyGovernment
  ofKenya;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/willnotengageinanycorruptorfraudulentpractices.

<sup>&</sup>lt;sup>1</sup>For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest inaconsultancy, andtendering, eitherdirectly or as anominated subcontractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendumor amendment introducing a material modification to any existing contract.

Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or personsappointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible

FraudandCorruption,throughtheappropriatemechanisms.Suchactivityincludesbutisnotlimitedto:accessingandexaminingafirm'sorindividual'sfin ancial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copyor



# 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. 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

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

above onor before that date.

[signature(s)]

# **FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]**

ΓEN	NDER GUARANTEE No.:		
1.	1. Whereas [Name of the tenderer] (hereinafter called "the tenderer") has dated [Date of submission of tender] for the [Name and/or describerinafter called "the Tender") for the execution ofunder Request for Tenders No. ITT").	iption of the tender]	
2.	2. KNOW ALL PEOPLE by these presents that WE	tor"), are bound unto in the sum of the be made to the said	
	Sealed with the Common Seal of the said Guarantor thisday of 20		
3.	3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the	e Applicant:	
	a) has withdrawn its Tender during the period of Tender validity set forth in to of Tender ("the Tender Validity Period"), or any extension thereto provided by		
	b) having been notified of the acceptance of its Tender by the Procuring Entity Validity Period or any extension thereto provided by the Principal; (i) fa Contract agreement; or (ii) has failed to furnish the Performance Security, in Instructions to tenderers ("ITT") of the Procuring Entity's Tendering document.	iled to execute the accordance with the	
	then the guarantee undertakes to immediately pay to the Procuring Entity up to the receipt of the Procuring Entity's first written demand, without the Procuring substantiate its demand, provided that in its demand the Procuring Entity shall starises from the occurrence of any of the above events, specifying which event(s) has	g Entity having to ate that the demand	
4.	4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon of the contract agreement signed by the Applicant and the Performance Security Applicant is not the successful Tenderer, upon the earlier of (i) our receipt Beneficiary's notification to the Applicant of the results of the Tendering process days after the end of the Tender Validity Period.	and, or (b) if the of a copy of the	
5.	5. Consequently, any demand for payment under this guarantee must be received lindicated above on or before that date.	by us at the office	
	[Date ] [Signature of the Guarantor]		
	[Witness] [Seal]		

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

# TENDER-SECURING DECLARATION FORM

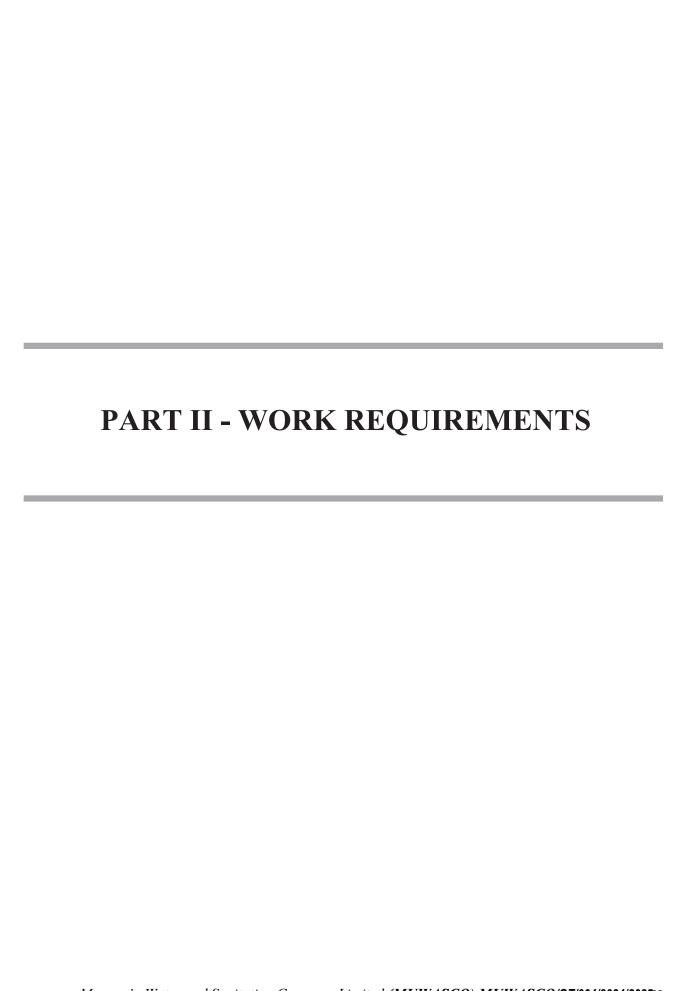
[The	Bidder shall complete this Form in accordance with the instructions indicated]
Tend	:
1.	I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2.	I/WeacceptthatI/wewillautomaticallybesuspendedfrombeingeligiblefortenderinginanycontractwiththe Purchaserfortheperiodoftimeof[insertnumberofmonthsoryears]startingon[insertdate],ifweareinbreach of our obligation(s) under the bid conditions, because we—(a) have with drawn 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) failor refuse to execute the Contract, if required, or (ii) failor refuse to furnish the Performance Security, in accordance with the instruction stotenders.
3.	I/WeunderstandthatthisTenderSecuringDeclarationshallexpireifwearenotthesuccessfulTenderer(s),upon theearlierof: a) ourreceiptofacopyofyournotificationofthenameofthesuccessfulTenderer;or b) thirtydaysaftertheexpirationofourTender.
4.	I/We understand that if Iam/we are/ina 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(directororpartnerorsoleproprietor,etc.)
	Name:
	Duly authorized to sign the bid for and on behalf of: [insert complete name of Tenderer]
	Datedondayof[Insertdateofsigning] Sealorstamp

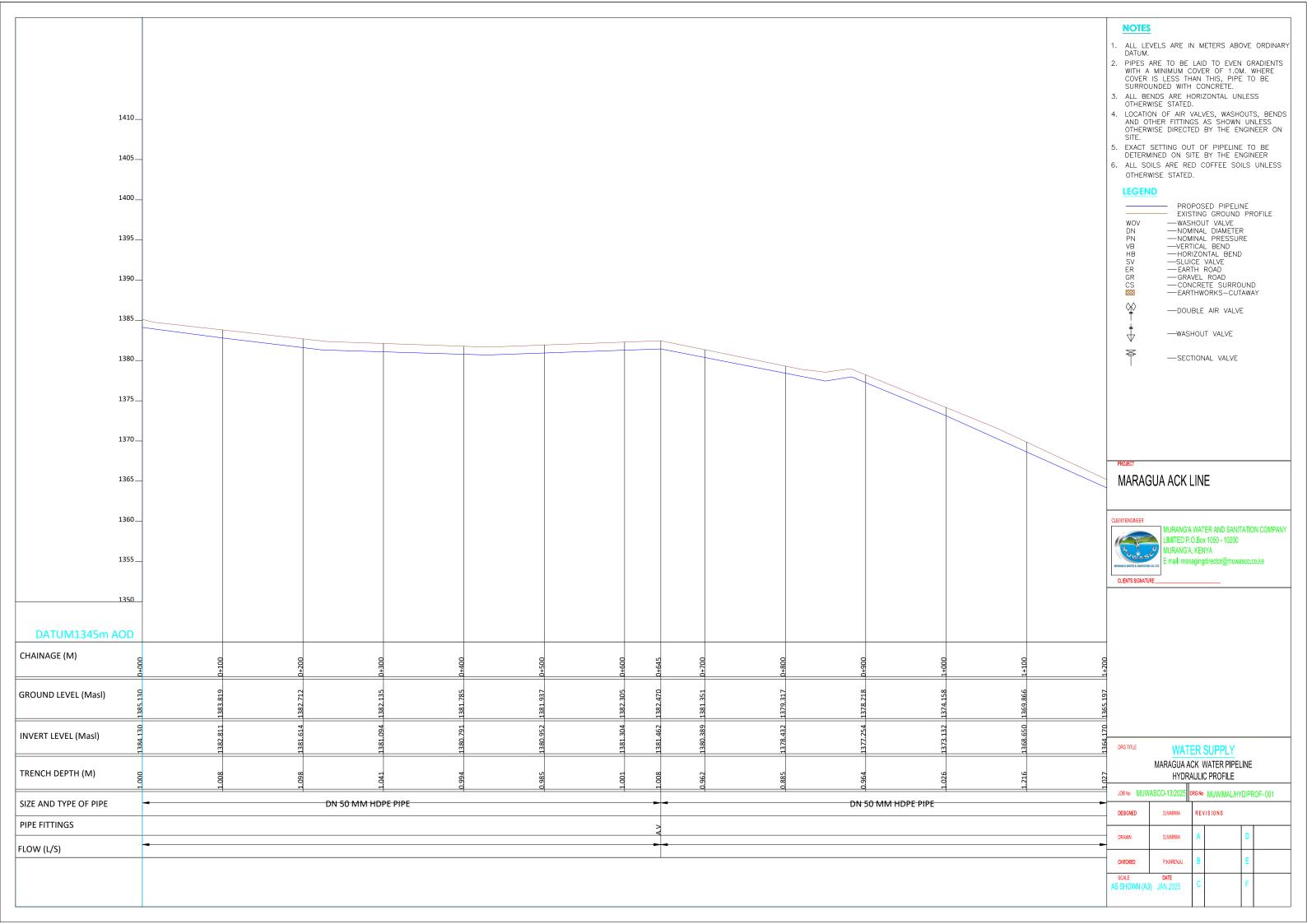
# **Appendix to Tender**

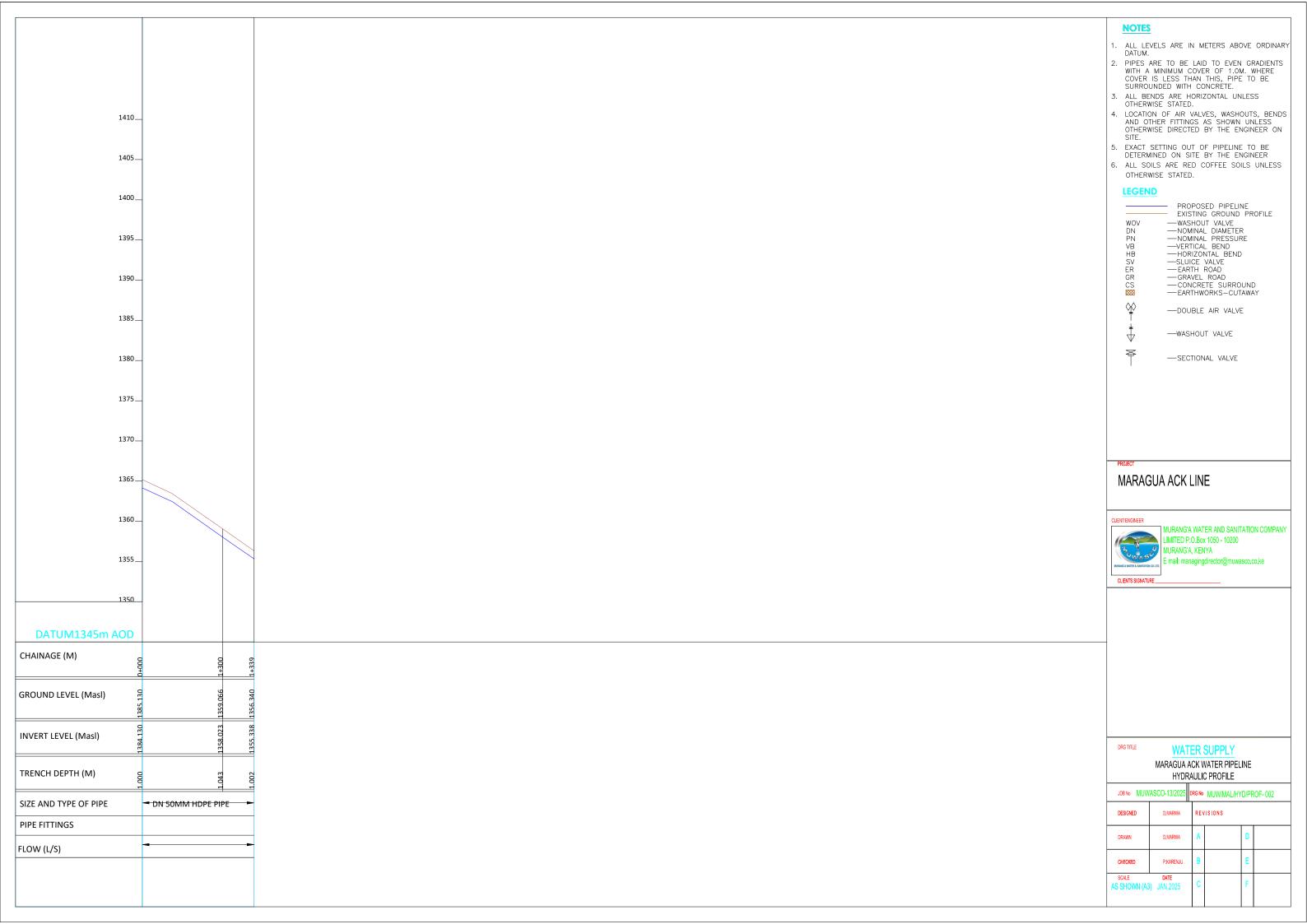
# **Schedule of Currency requirements**

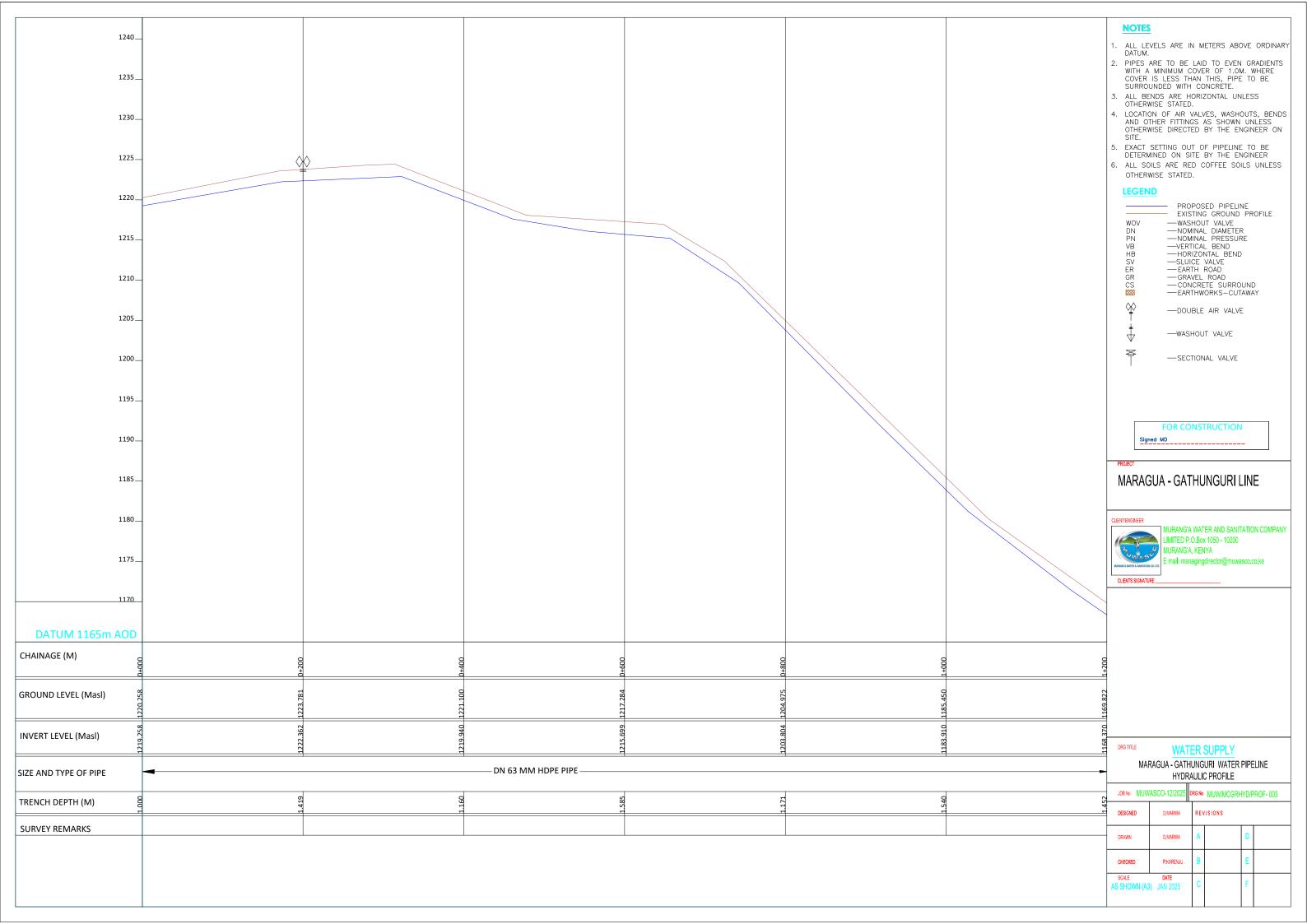
Summary of currencies of the Tender for	[insert name of Section of the Works]
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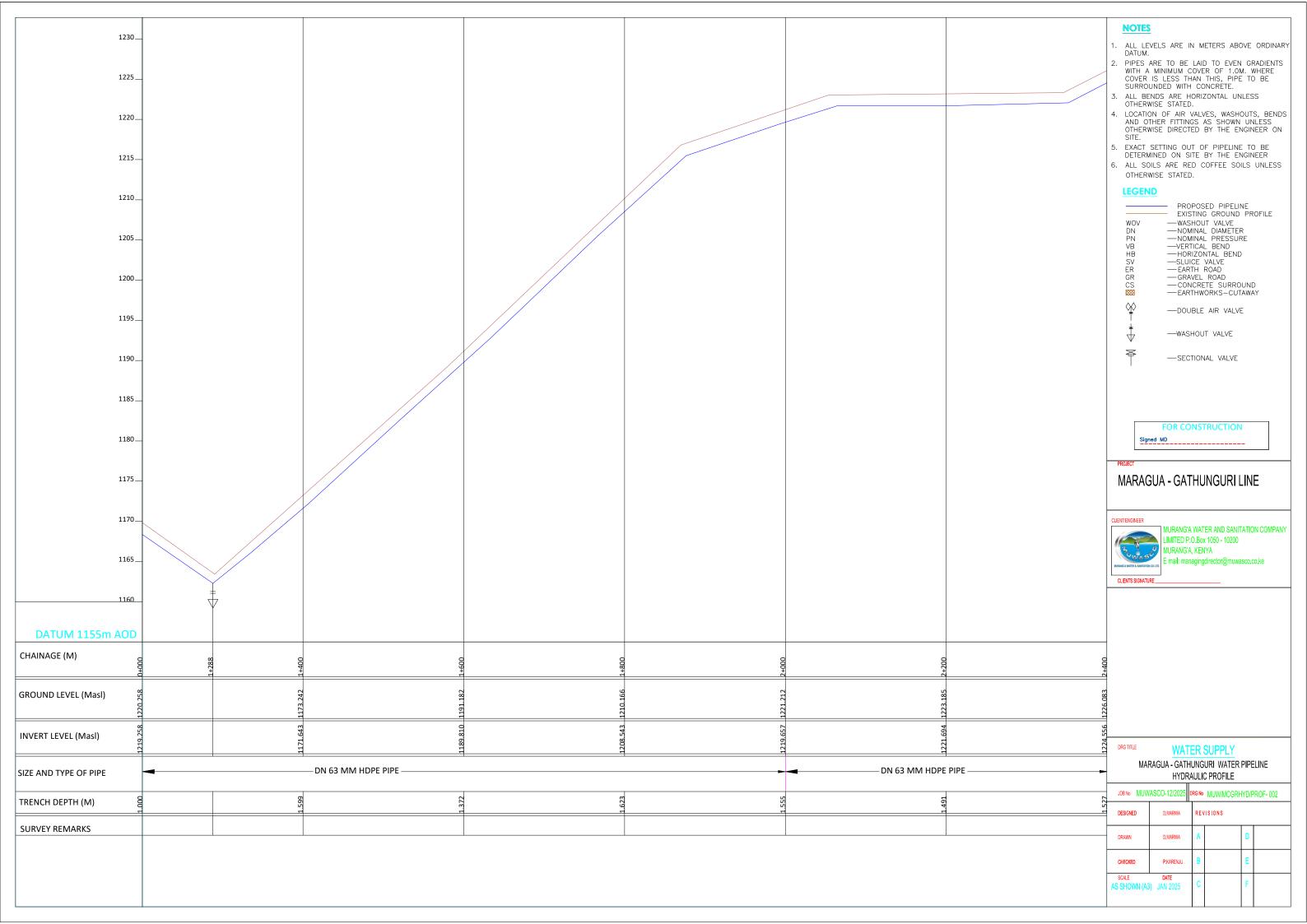
Name of currency	Amounts payable
Local currency:	
Foreign currency #1:	
Foreign currency #2:	
Foreign currency #3:	
Provisional sums expressed in local currency	[To be entered by the Procuring Entity]

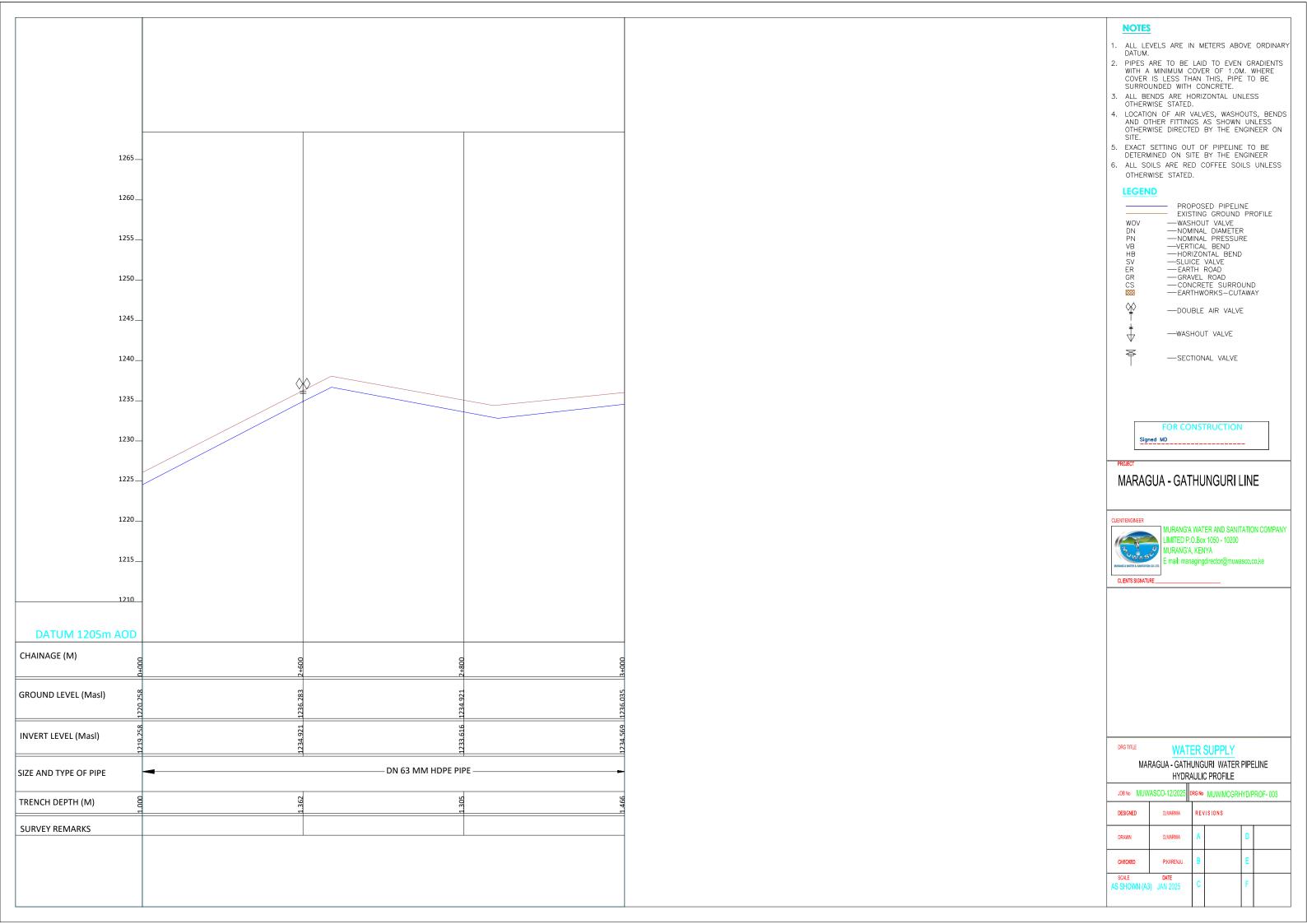


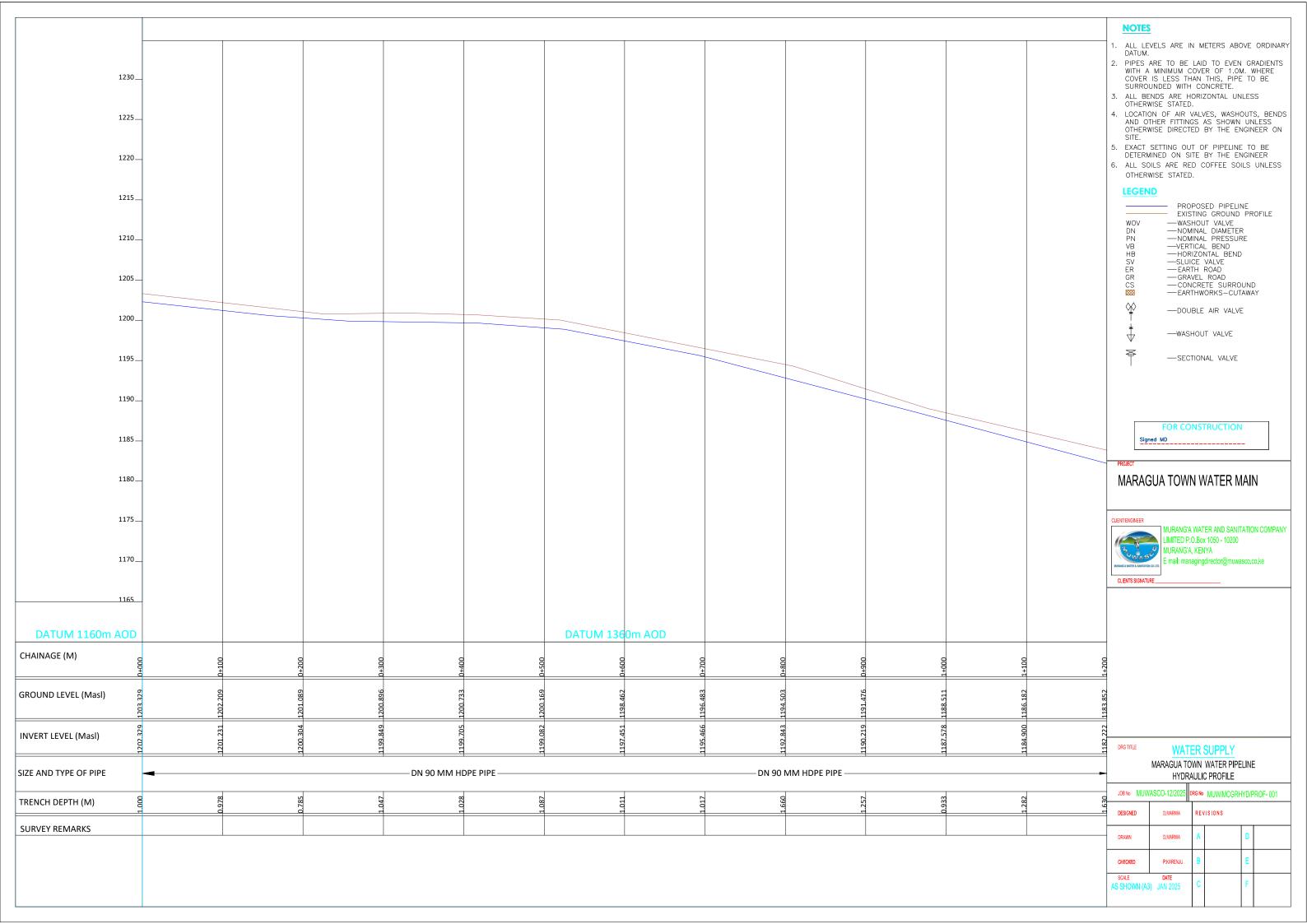


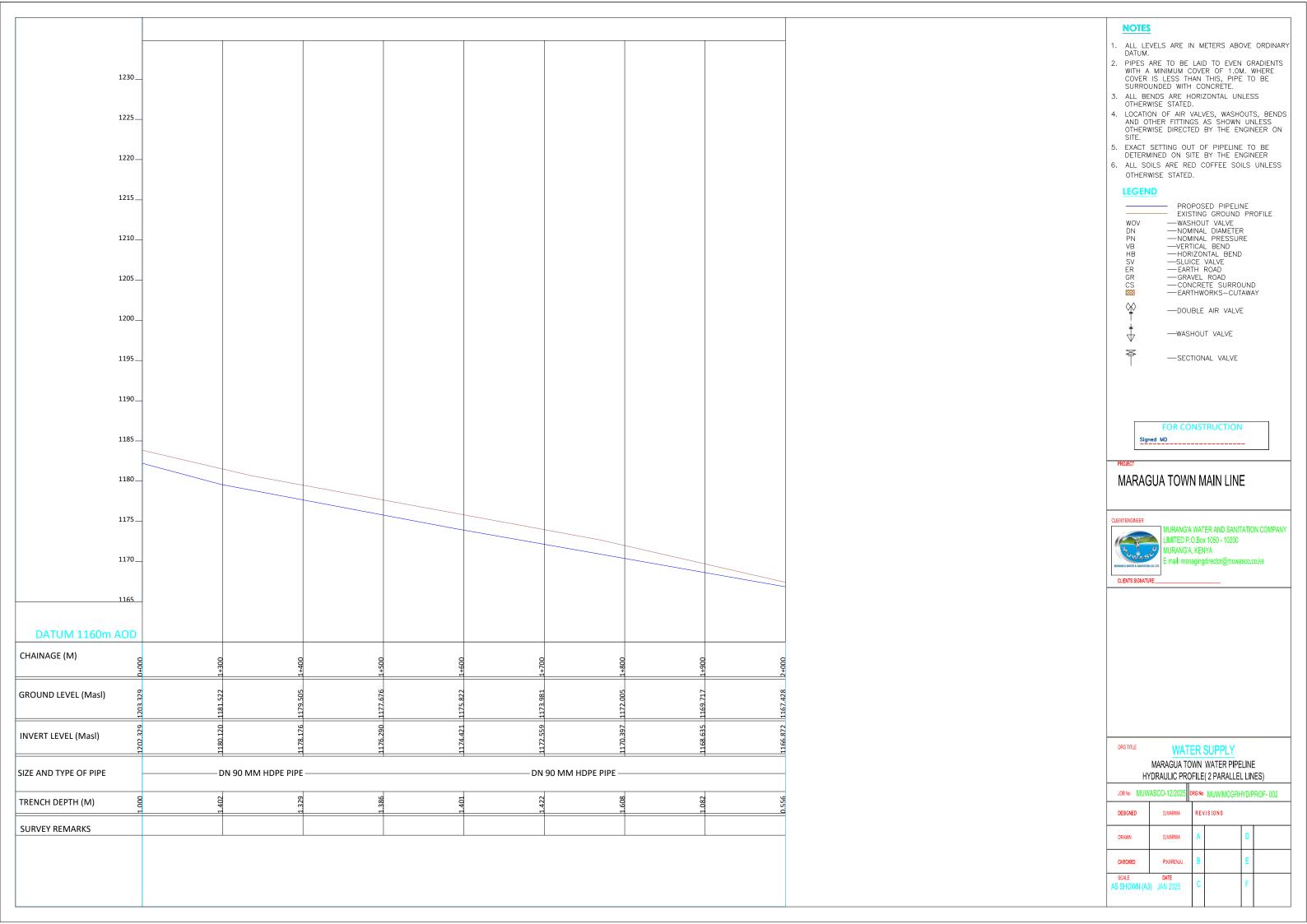


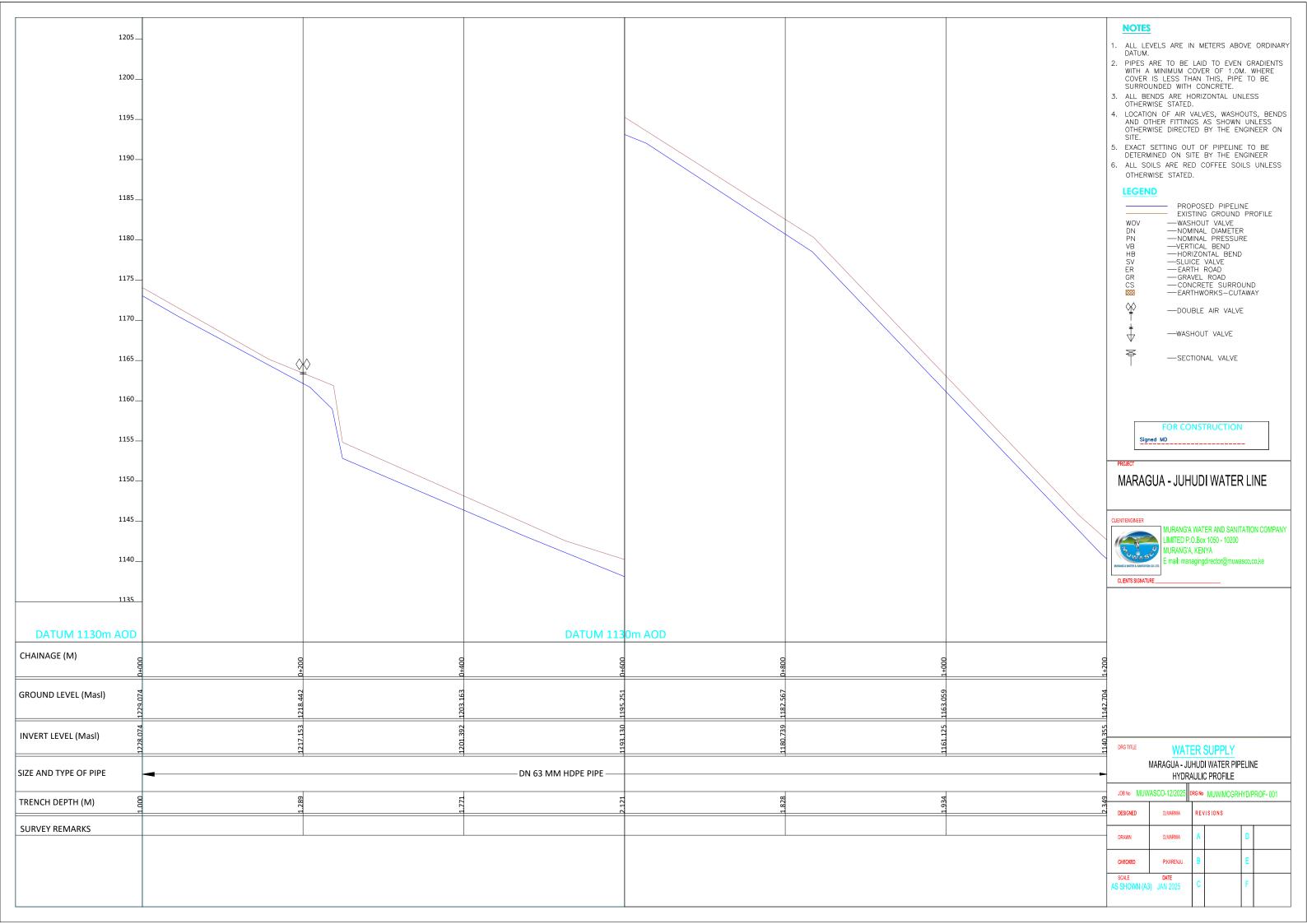


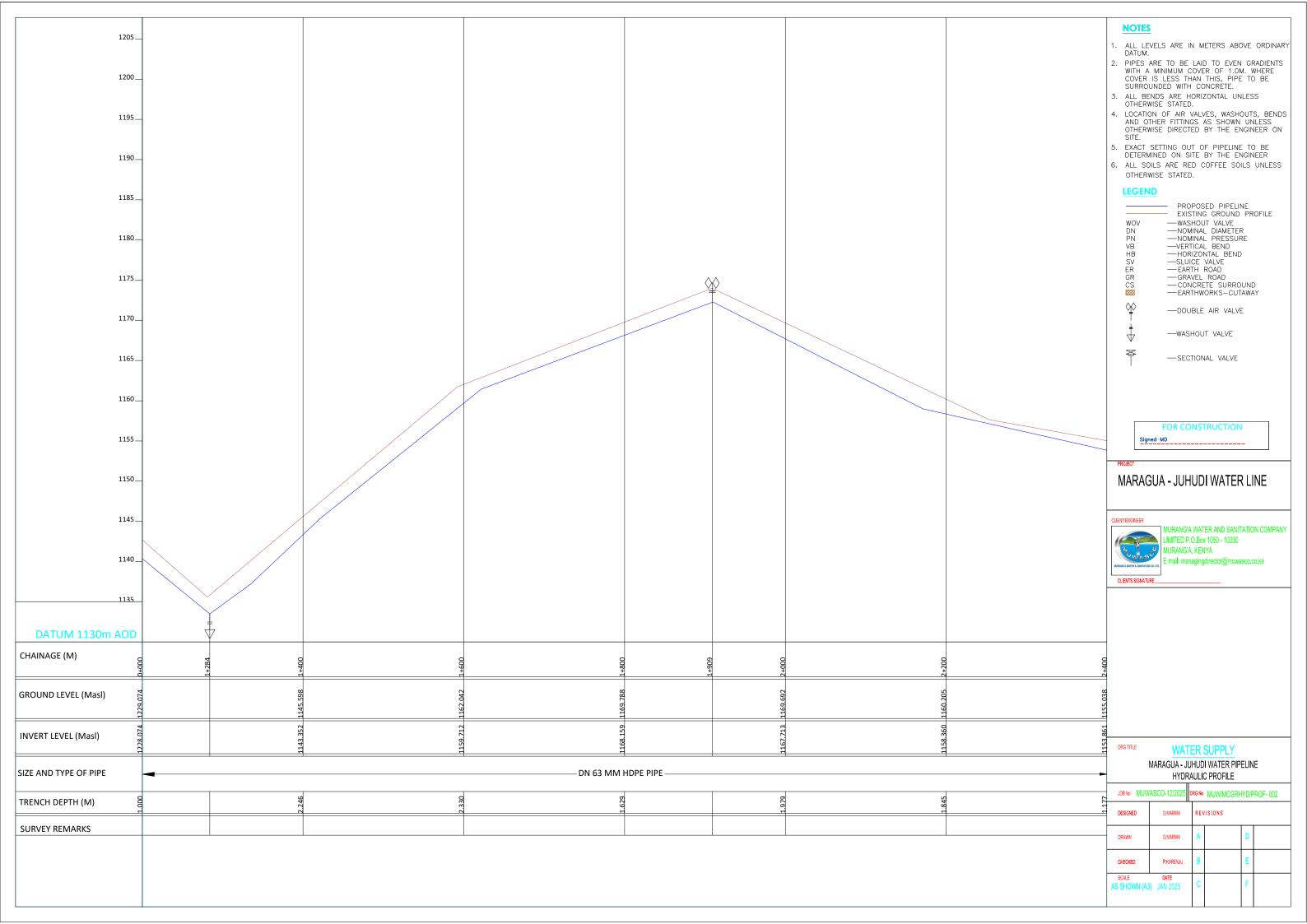


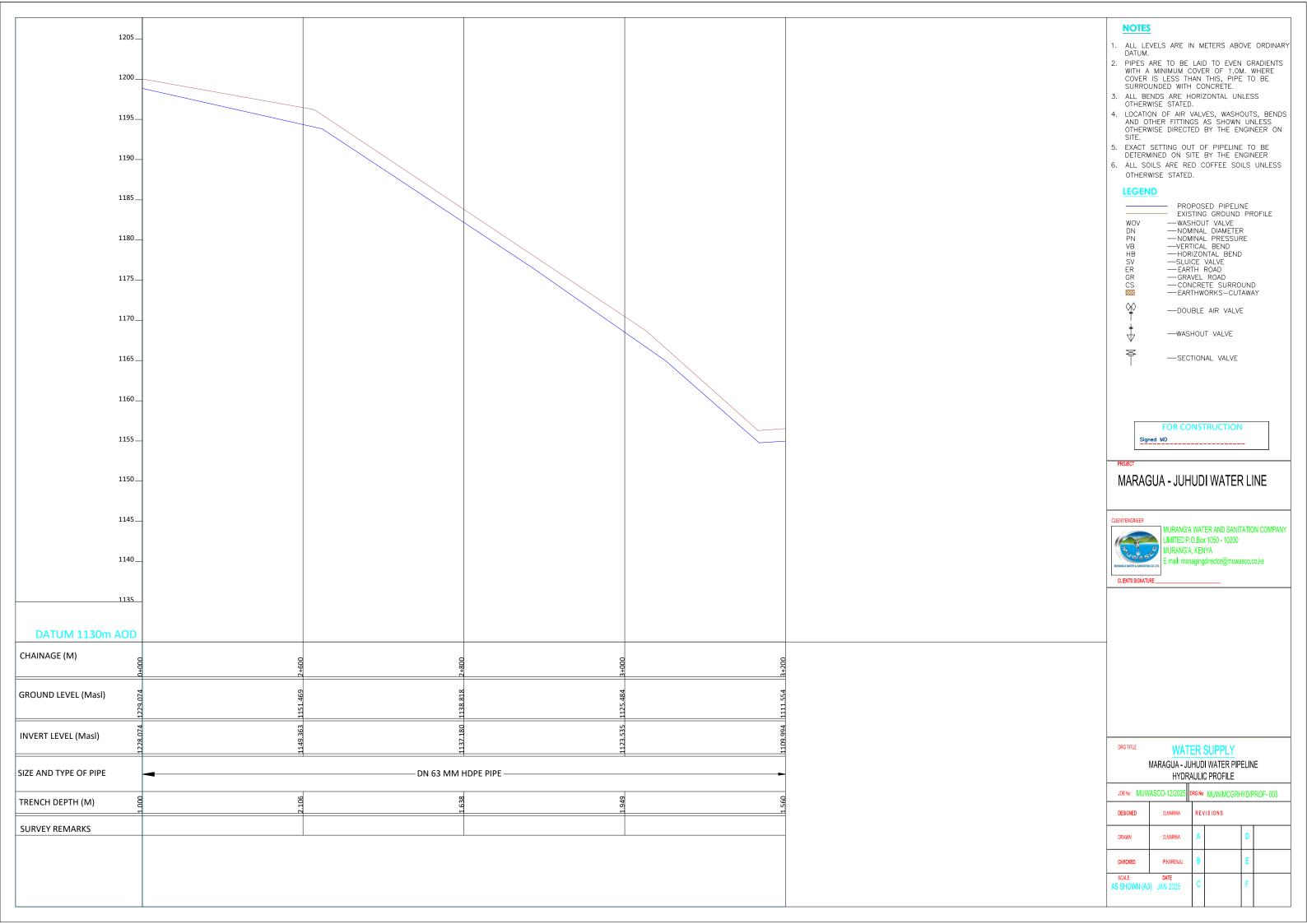


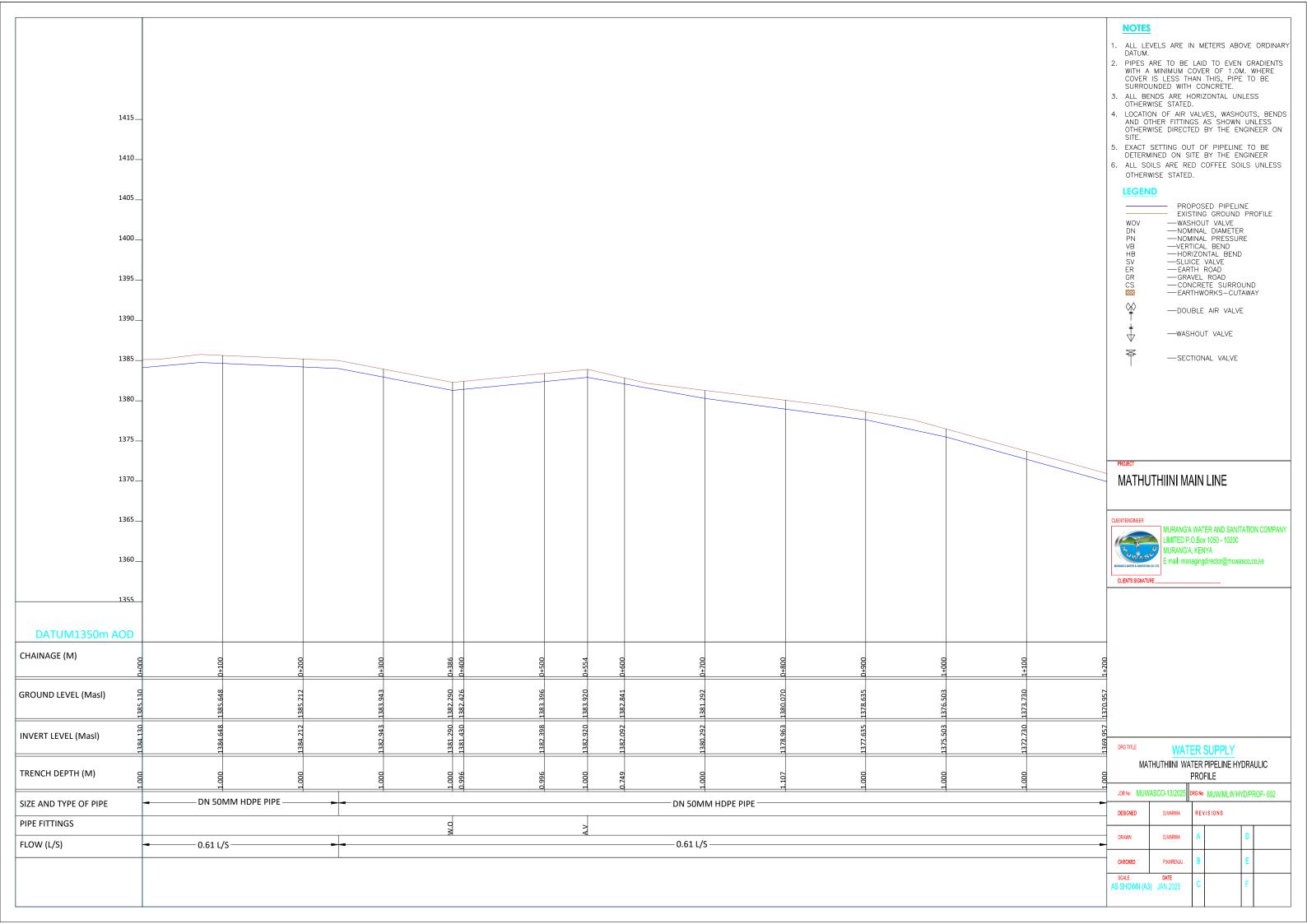


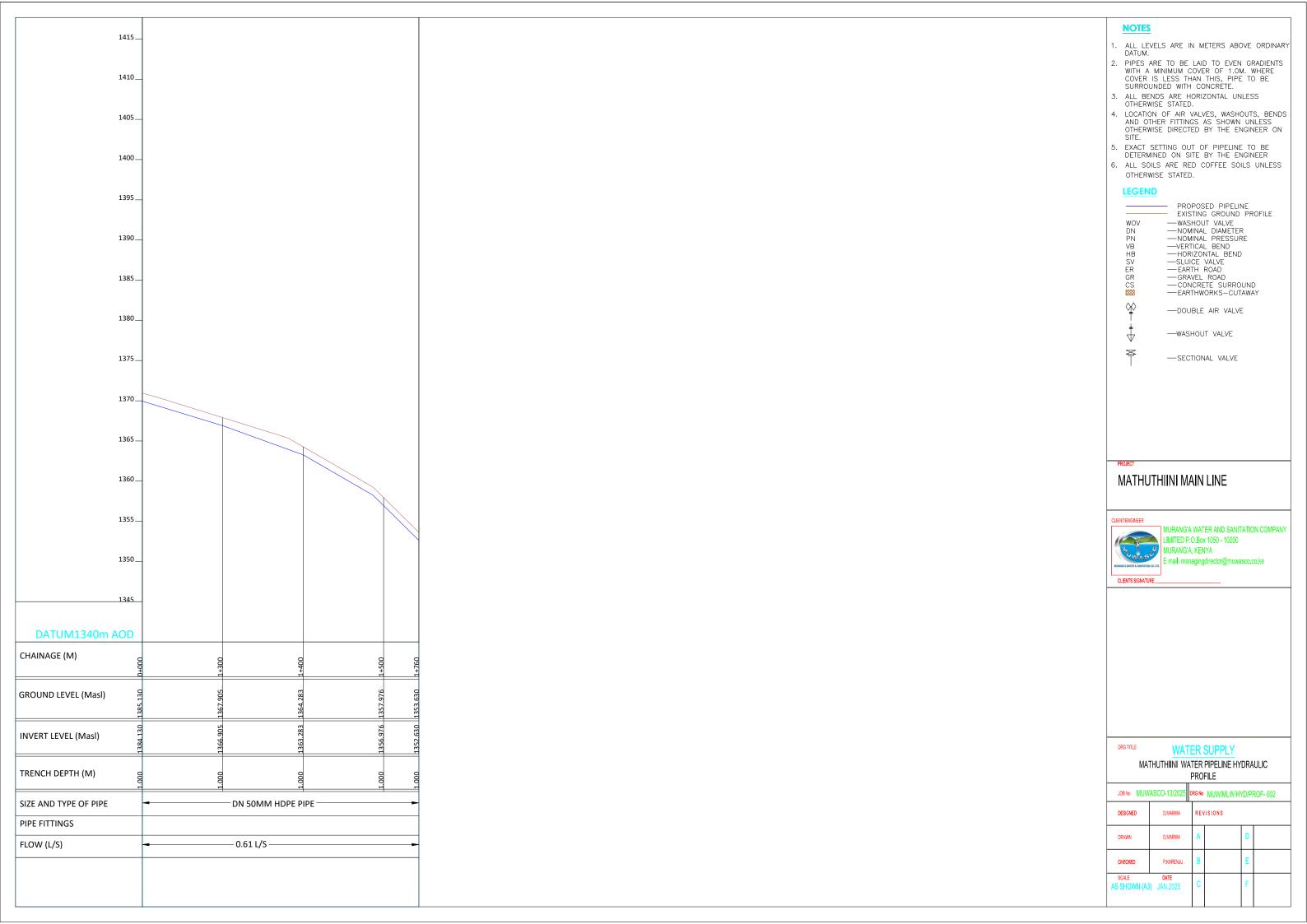


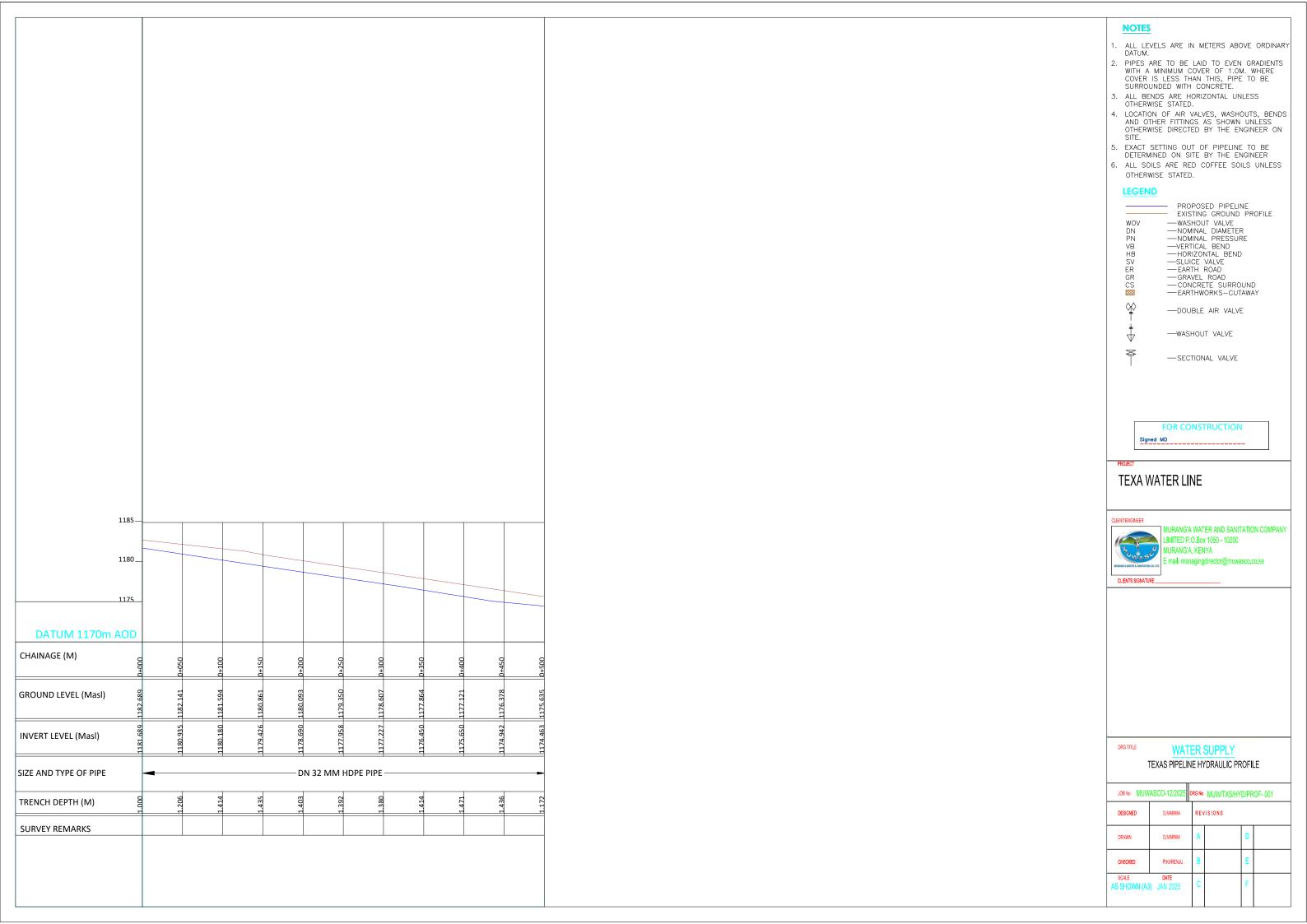


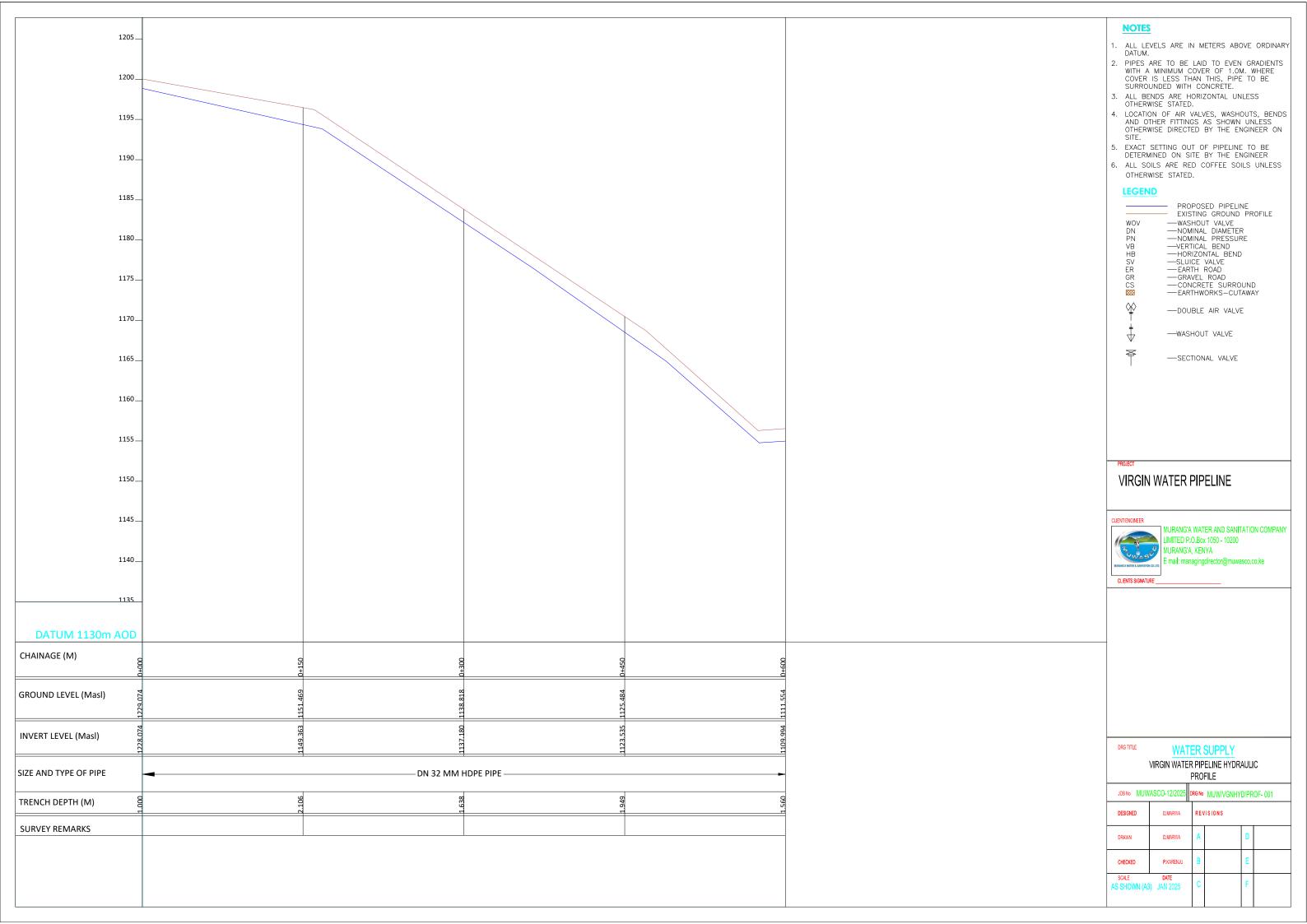


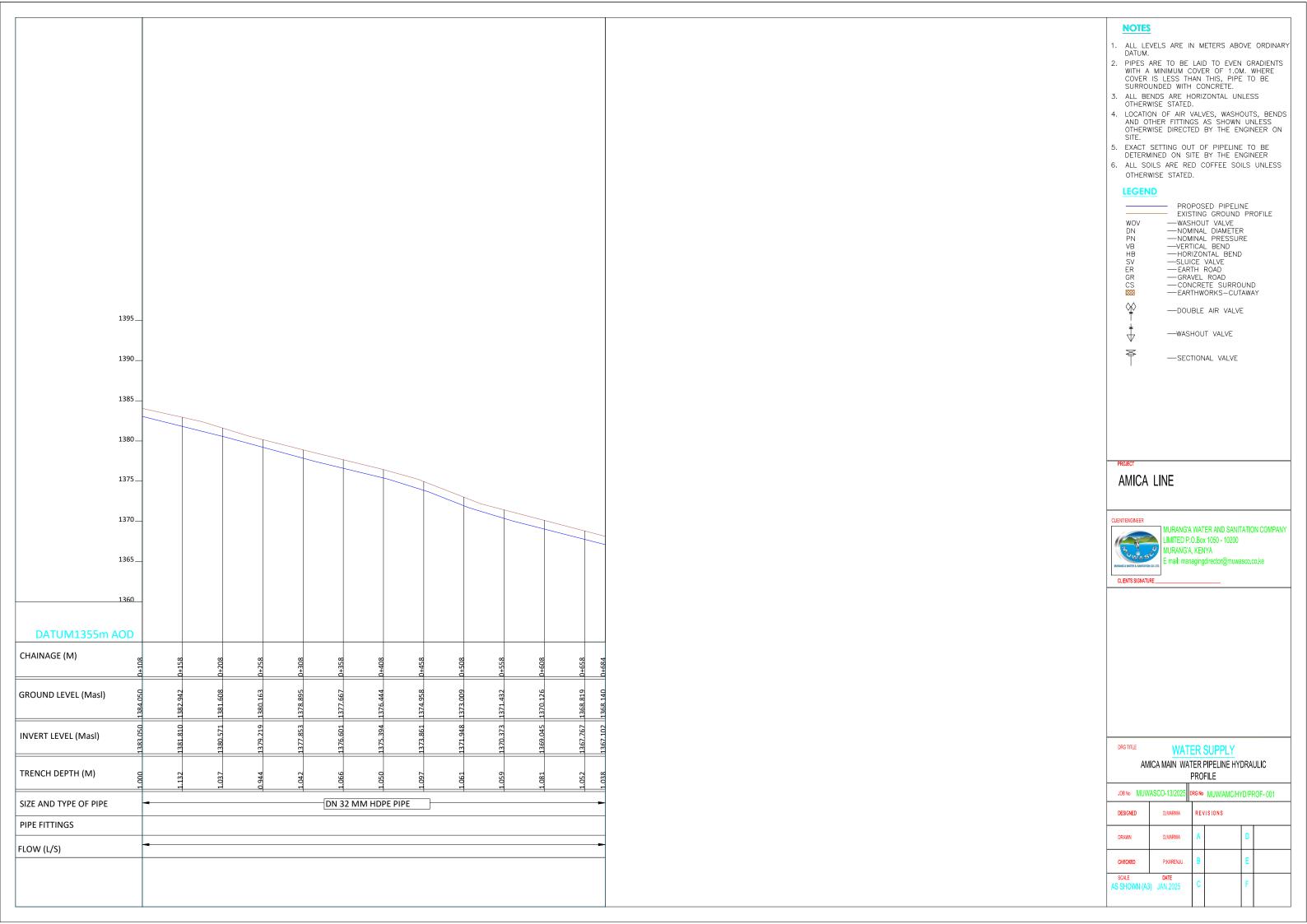


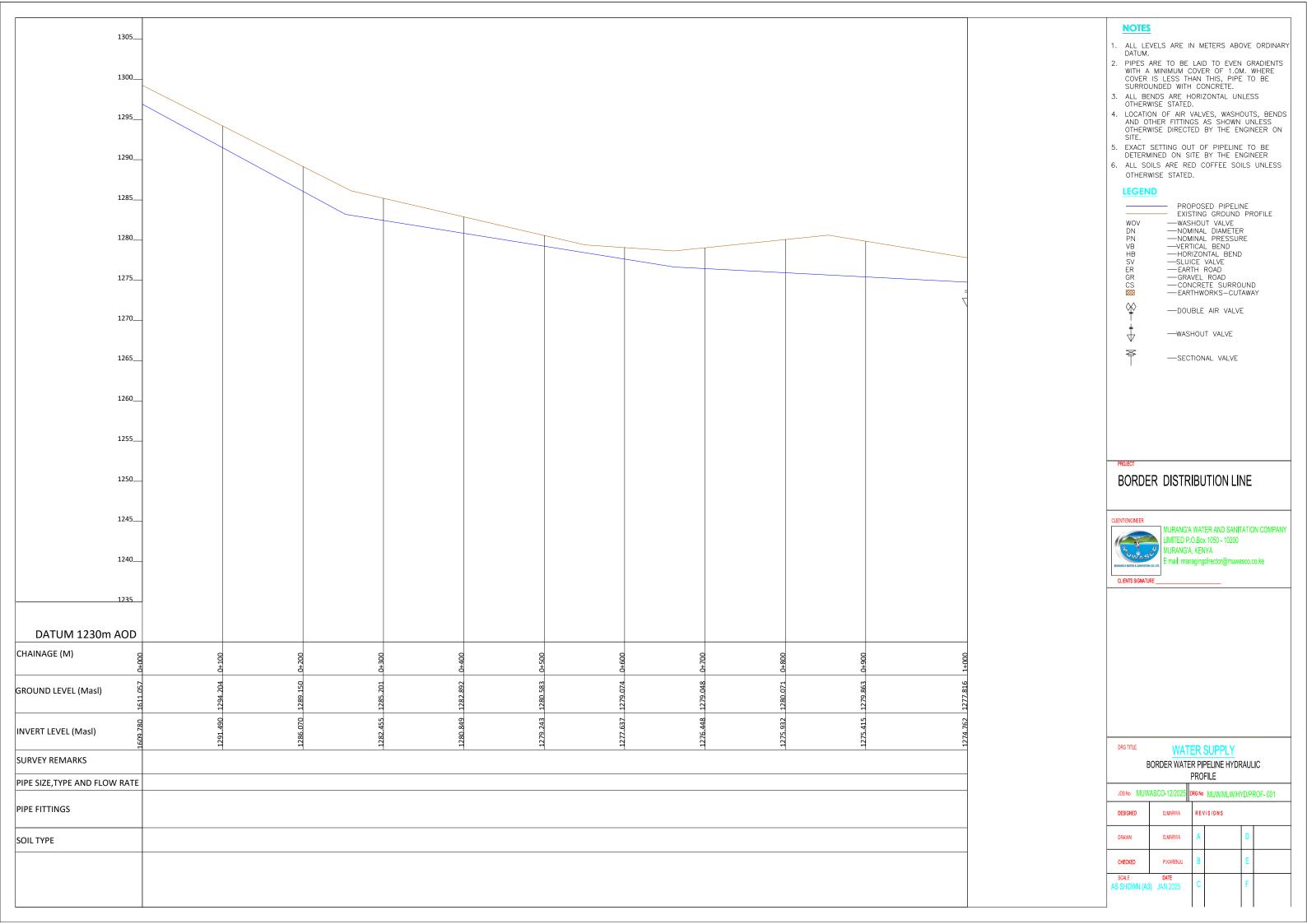


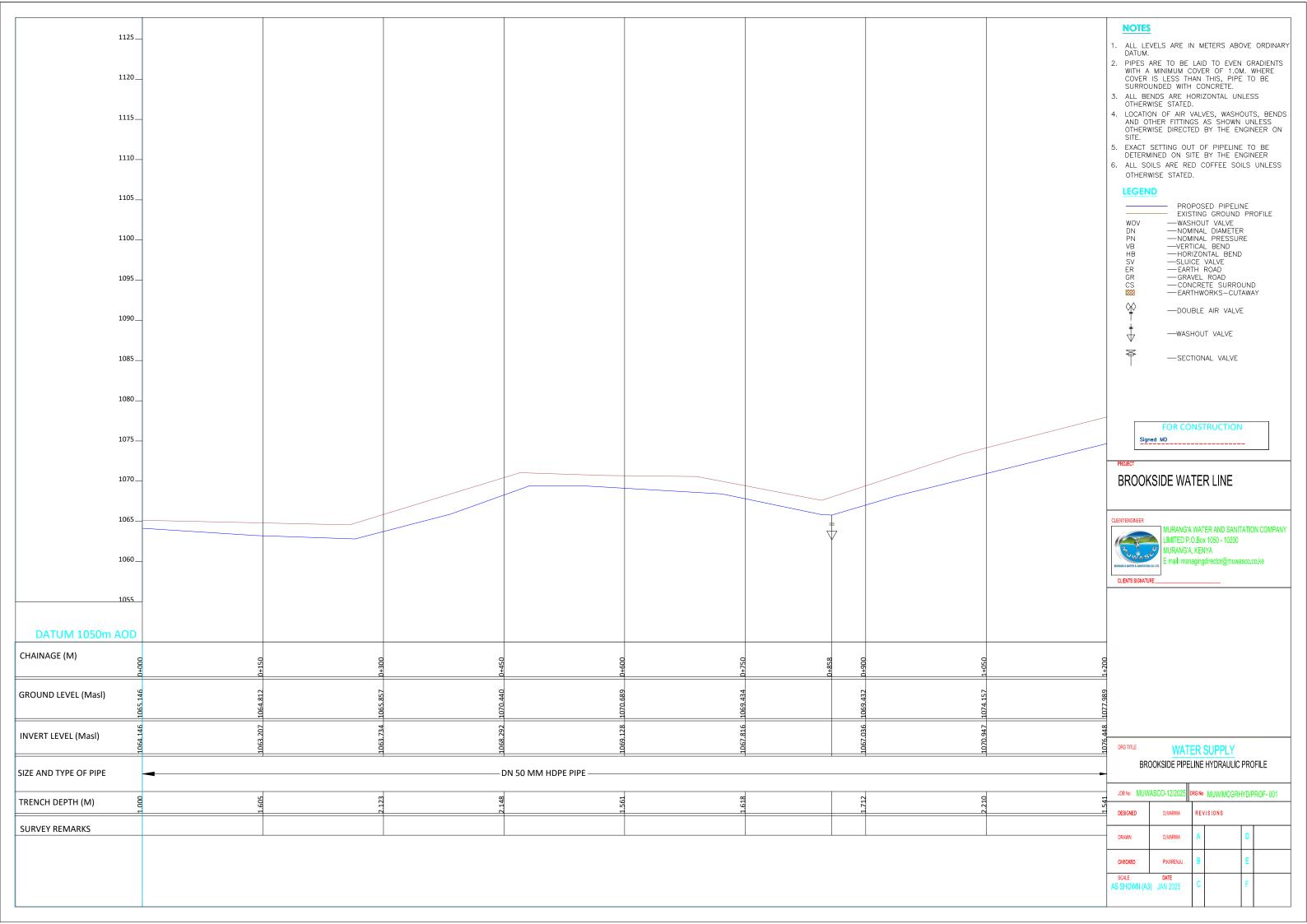


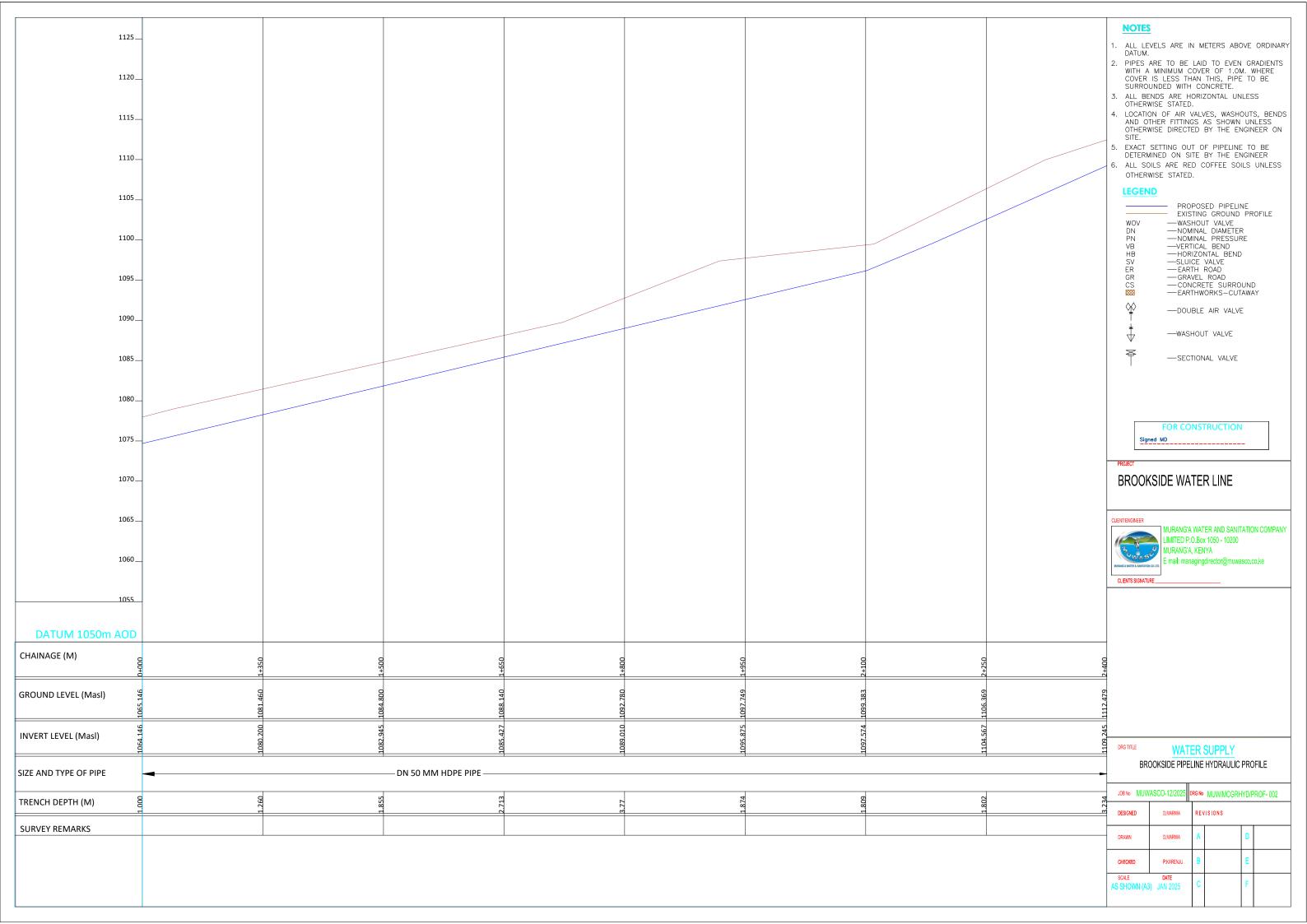


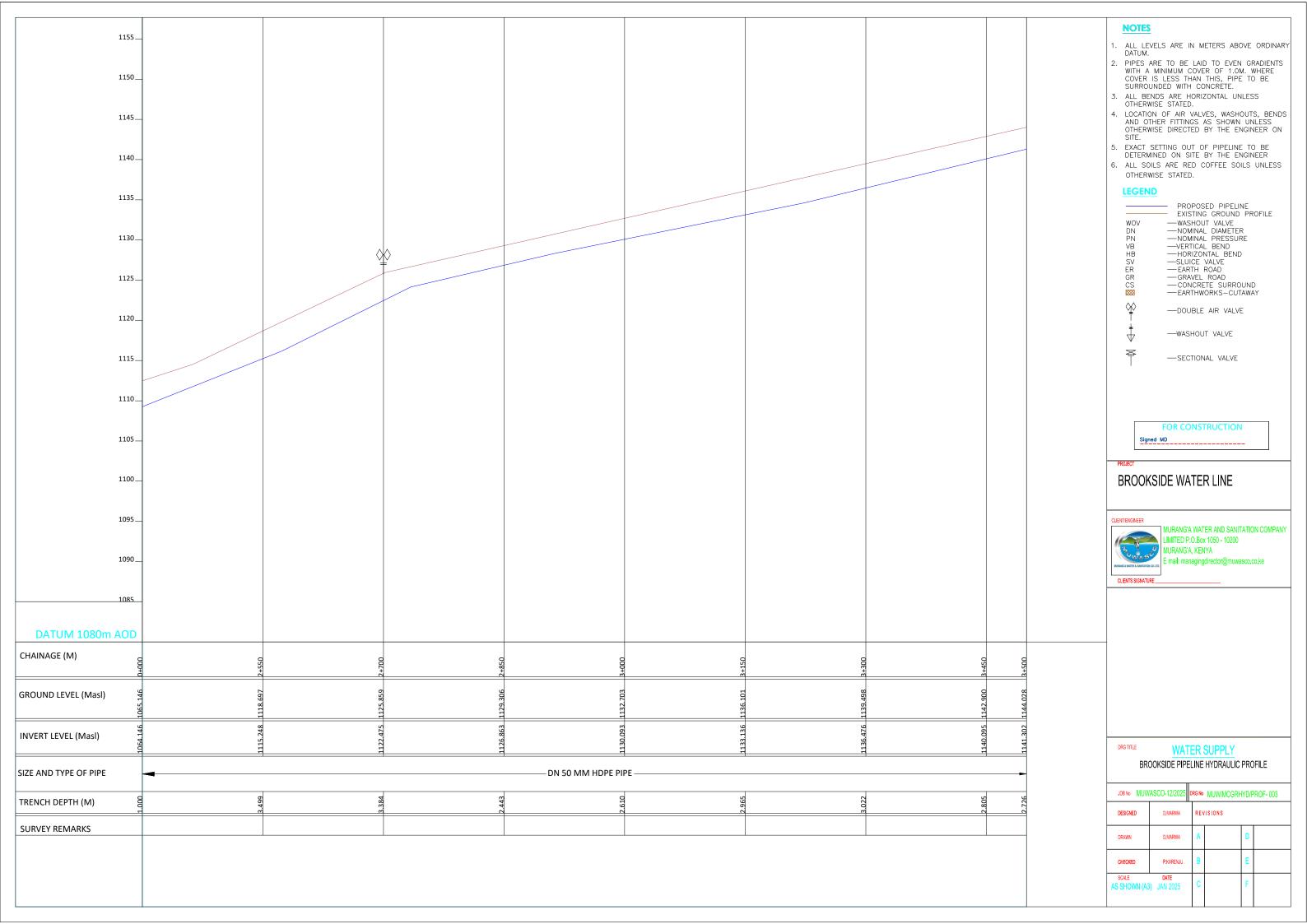


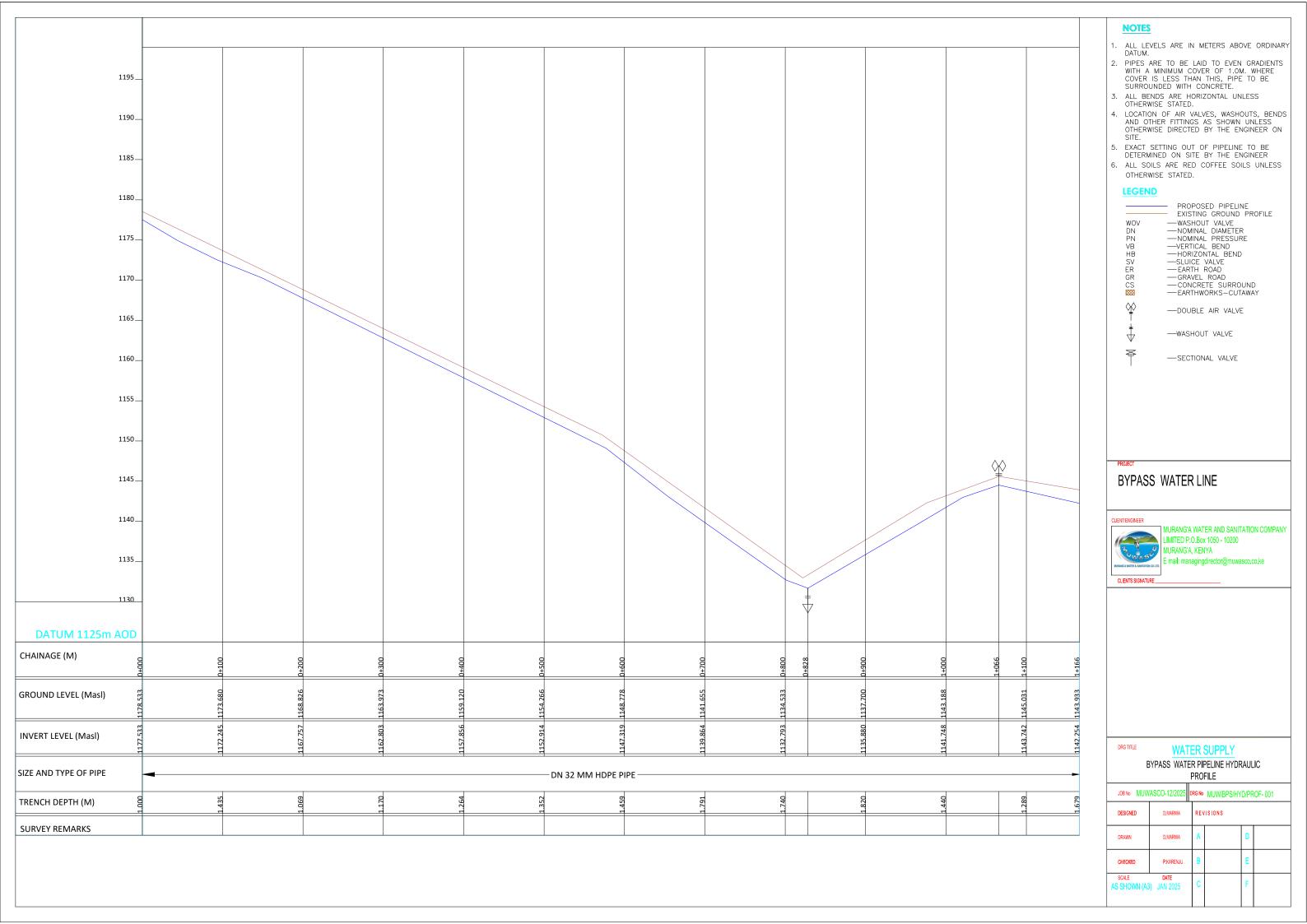


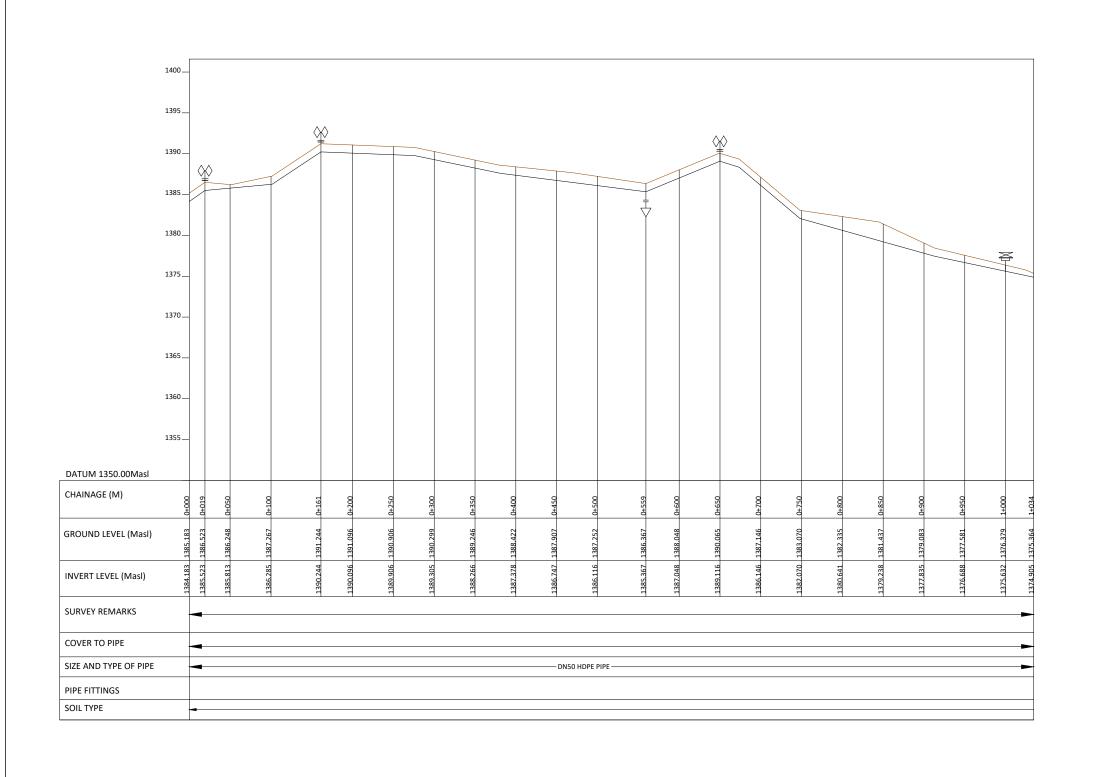












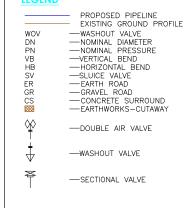
- ALL LEVELS ARE IN METERS ABOVE ORDINARY DATUM.

- DATUM.

  2. PIPES ARE TO BE LAID TO EVEN GRADIENTS WITH A MINIMUM COVER OF 1.0M. WHERE COVER IS LESS THAN THIS, PIPE TO BE SURROUNDED WITH CONCRETE.

  3. ALL BENDS ARE HORIZONTAL UNLESS OTHERWISE STATED.

  4. LOCATION OF AIR VALVES, WASHOUTS, BENDS AND OTHER FITTINGS AS SHOWN UNLESS OTHERWISE DIRECTED BY THE ENGINEER ON SITE.
- 5. EXACT SETTING OUT OF PIPELINE TO BE DETERMINED ON SITE BY THE ENGINEER
  6. ALL SOILS ARE RED COFFEE SOILS UNLESS OTHERWISE STATED.



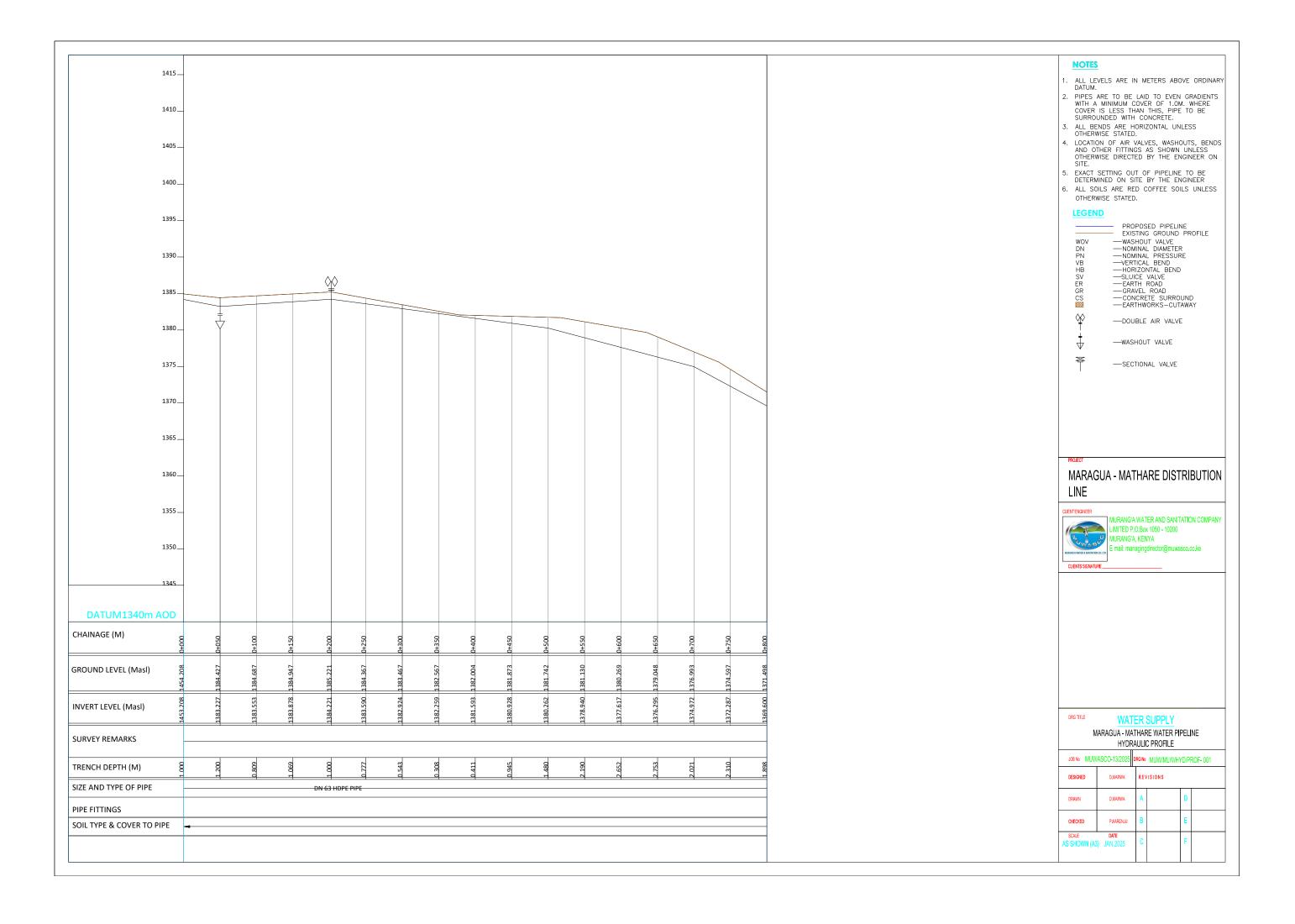
# KAMUIRU LINE

MURANG'A WATER AND SANITATION COMPANY
LIMITED P.O.Box 1050 - 10200 MURANG'A, KENYA

WATER SUPPLY

KAMUIRU WATER PIPELINE HYDRAULIC PROFILE

JOB NO   WIO WASCO-13/2023			DRGNO MUW/KMR/HYD/PROF-001			
DESIGNED D.MARWA		REVISIONS				
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CHECKED	P.KARENJU	В		Е		
SCALE AS SHOWN (A3	DATE ) JAN,2025	С		F		
	DESIGNED  DRAWN  CHECKED  SCALE	DESIGNED D.MARWA  DRAWN D.MARWA  CHECKED P.KARENJU	DESIGNED D.MARWA RE V  DRAWN D.MARWA A  CHECKED P.KARENJU B  SCALE DATE	DESIGNED D.MARWA REVISIONS  DRAWN D.MARWA A  CHECKED P.KARENJU B  SCALE DATE	DRAWN D.MARWA A D  CHECKED P.KARENLU B E  SCALE DATE	



# TECHNICAL SPECIFICATIONS FOR HDPE WATER DISTRIBUTION PIPELINE (PN 12.5)

## 1. GENERAL REQUIREMENTS

This specification covers the materials, installation, testing, and commissioning of PN 12.5 HDPE pipes for potable water distribution systems.

# 1.1 Applicable Standards & Codes

The HDPE pipes and fittings shall conform to the following standards:

- **ISO 4427** Polyethylene (PE) pipes for water supply
- **ASTM D3035** Specification for PE plastic pipe
- AWWA C906 PE pressure pipes for potable water
- IS 4984 HDPE pipes for potable water supply
- IS 8360 HDPE pipe fittings
- IS 7634 Guidelines for polyethylene pipe laying

### 2. MATERIAL SPECIFICATIONS

## 2.1 Pipe Material

- **Material Grade**: PE100 or PE80
- **Density**:  $\geq 0.94 \text{ g/cm}^3$
- Melt Flow Index (MFI):  $\leq 0.2 \text{ g/}10 \text{ min at } 190^{\circ}\text{C}$
- Color: Black or Blue (for potable water applications)
- UV Protection: Minimum 2% carbon black content
- Temperature Resistance: Suitable for water temperatures up to approximately 40°C (104°F) for continuous service.

## 2.2 Pipe Dimensions & Thickness (PN 12.5, PE100)

- The wall thickness for PN 12.5 HDPE pipes will depends on their diameter and Standard Dimension Ratio (SDR
  - **Pressure Rating:** PN 12.5 indicates a nominal pressure rating of 12.5 bar (approximately 182 psi).

Nominal Diameter (mm	) Wall Thickness (mm)
20	2.3
25	2.3
32	3.0
40	3.7
50	4.6
63	5.8
75	6.8
90	8.2
110	10.0

Moninal Diameter (mm)	wan i mekness (mm)
125	11.4
140	12.7
160	14.6
180	16.4
200	18.2
225	20.5
250	22.7
280	25.4
315	28.6
355	32.2
400	36.3

Wall Thickness (mm)

## 3. JOINING METHODS

# 3.1 Butt Fusion Welding

- Preferred method for larger diameters ( $\geq 90$ mm).
- Requires a **butt fusion machine** to heat and press the pipe ends together.
- Ensures a leak-proof, homogeneous joint.

Nominal Diameter (mm)

# 3.2 Electrofusion Welding

- Used for repairs and complex connections.
- Special **electrofusion couplers** are heated to fuse the pipes.

# 3.3 Compression Fittings

- Used for small diameter pipes ( $\leq$  63mm).
- Includes push-fit couplings, elbows, and tees.

# 3.4 Flanged Joints

- Used to connect HDPE pipes to metal pipes, valves, or pumps.
- Requires stub ends, backing rings, and gaskets.

# 3.5 Chemical Resistance

• Excellent resistance to a variety of chemicals, making it suitable for potable water systems.

## 4. INSTALLATION PROCEDURE

## 4.1 Trenching & Excavation

- Trench depth: 1.0m 1.5m depending on pipe diameter.
- Trench width: At least 0.8 times the pipe diameter.
- Minimum cover: 1.0m from the pipe crown to the ground surface.

# 4.2 Bedding & Pipe Laying

- **Bedding material**: Sand or fine gravel, **100mm thick**.
- Pipes should be laid with proper alignment and slope (0.5% 1%).
- Pipes must be protected from sharp objects and heavy loads.

## 4.3 Backfilling

- Primary backfill: 150mm of sand or fine soil above the pipe.
- Secondary backfill: Compacted excavated soil free of rocks.
- Final backfill: Layered compaction to match ground level.

# 4.4 Pipe Support & Anchorage

- Pipes **expand and contract**, so flexible supports should be provided.
- Anchoring is required at bends and valves to prevent movement.

# 5. TESTING & QUALITY CONTROL

# **5.1 Hydrostatic Pressure Test**

- Pipes must be pressure tested **before commissioning**.
- **Test Pressure**: 1.5 times the working pressure (24 bar).
- Test Duration: 2 24 hours.
- Leakage Allowance: No leakage permitted.

# **5.2 Other Quality Control Tests**

- Visual Inspection: No defects, cracks, or deformities.
- **Dimensional Check**: Pipes must conform to ISO 4427/IS 4984.
- Tensile Strength Test: PE100 pipes should have  $\geq$  25 MPa tensile strength.
- Melt Flow Index (MFI) Test:  $\leq 0.2 \text{ g/}10 \text{ min at } 190^{\circ}\text{C}$ .
- UV Resistance Test: Carbon black must be 2-3% for protection.

## 6. ACCESSORIES & FITTINGS

- Valves:
  - Gate valves
  - Air release valves
  - Pressure-reducing valves
- Fittings:
  - Bends (11.25°, 22.5°, 45°, 90°)
  - Tees (equal and reducing)
  - Reducers (concentric and eccentric)
  - End caps
- Flanges:
- Used for connections to pumps, meters, and steel pipes.

# 7. SAFETY & ENVIRONMENTAL CONSIDERATIONS

# 7.1 Safety Precautions

- Workers must wear PPE (gloves, helmets, safety boots, and goggles).
- Trenches deeper than 1.5m require shoring or sloping.
- Welding and joining should be done in **ventilated areas**.

# 7.2 Environmental Protection

- HDPE pipes should be **stored under shade** to prevent UV degradation.
- Avoid dumping excavation material into water bodies.
- Follow local environmental regulations for waste disposal.

# SECTION VII- BILLS OFQUANTITIES

BILL A					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	MARAGUA EXTENSION LINES			1	1
	CLASS I: PIPEWORK-PIPES	A lump sum	1	;	;;   
BILL NO: 1	Preliminary and Cost for Environmental and Social Management Plan	 		 	
BILL NO: 2	HDPE Pipes		 		! !
	Rates to include supply, excavation,, fussing, laying, backfilling and testing. All pipes to PN12.5				
A2.I712.1	Dn90mm Hdpe	m	1,600		
A2.I712.2	Dn63mm Hdpe	m	4,000		
A2.I712.3	Dn50mm Hdpe	m	4,500		
A2.I712.4	Dn32mm Hdpe	m	2,000		
BILL NO: 3	CLASS J: PIPEWORK-FITTINGS AND VALVES				
	HDPE fittings	¦		 	! !
	Rates to include provision and fixing or fussing. All fittings to PN16				
A2.J321.1	Norminal bore 90mm Hdpe coupler	m	16	 	
A2.J321.2	Norminal bore 63mm Hdpe coupler	m	40	 	 
A2.J321.3	Norminal bore 50mm Hdpe coupler	m	45	 	1 †
A2.J321.4	Norminal bore 32mm Hdpe coupler	m	20	\ \ \ \ \	 
		ļ		i   	; ; , , , ,
	SUB-TOTAL				
	Capacity Building Levy 0.03%				
	ADD 16% V.A.T				

# $1. \qquad The Summary to the Bills of Quantities {\tt will take this formorsome other form but including these items}.$

SUMMARY ITEMS	Page	Amount
	110	
Bill No. 1preliminary and Environmental and Social Management Plan	118	
Bill No. 2: HDPE Pipes		
Bill No. 2. Hole Tipes		
Bill No 3: PIPEWORK-FITTINGS AND VALVES		
Bill No 4: Provisional Sums		
Subtotal of Bills No 1-4		
Allow for any Discounts <sup>1</sup>		
TOTAL TENDER PRICE Carried forward to Form of Tender		
101AL LENDER PRICE Carried forward to Form of Tender		



## SECTION VIII - GENERAL CONDITIONS OF CONTRACT

TheseGeneralConditionsofContract(GCC),readinconjunctionwiththeSpecialConditionsofContract(SCC) and documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

TheseGeneralConditionsofContracthavebeendevelopedonthebasisofconsiderableinternationalexperienceinthe drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforwardlanguage.

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

#### **General Conditions of Contract**

#### A. General

#### 1. Definitions

1.1 Boldfacetypeisusedtoidentifydefinedterms.

- $a) \qquad \textbf{The Accepted Contract} A mount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.}$
- b) **TheActivitySchedule**isascheduleoftheactivitiescomprisingtheconstruction,installation,testing,and commissioningoftheWorksinalumpsumcontract.Itincludesalumpsumpriceforeachactivity,which isusedforvaluationsandforassessingtheeffectsofVariationsandCompensationEvents.
- 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) **BillofQuantities**meansthepricedandcompletedBillofQuantitiesformingpartoftheBid.
- e) **CompensationEvents**arethosedefinedinGCCClause42hereunder.
- f) **The Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordancewithGCCSub-Clause53.1.
- g) **TheContract**istheContractbetweentheProcuringEntityandtheContractortoexecute,complete,and maintaintheWorks.ItconsistsofthedocumentslistedinGCCSub-Clause2.3below.
- h) TheContractoristhepartywhoseBidtocarryouttheWorkshasbeenacceptedbytheProcuringEntity.
- i) The Contractor's Bid is the completed bidding documents ubmitted by the Contractor to the Procuring Entity.
- j) **TheContractPrice**istheAcceptedContractAmountstatedintheLetterofAcceptanceandthereafteras adjustedinaccordancewiththeContract.
- k) **Days**arecalendardays;monthsarecalendarmonths.
- $\label{eq:contractor} \textbf{Daywork} s are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.$
- $m) \quad \textbf{ADefect} is any part of the Worksnot complete dinac cordance with the Contract.$
- $\begin{tabular}{ll} \textbf{The Defects} Liability Certificate is the certificate is sued by Project Manager upon correction of defects by the Contractor. \end{tabular}$
- $o) \qquad \textbf{The Defects Liability Period} is the period \textbf{named in the SCC} pursuant to Sub-Clause 34.1 and calculated from the Completion Date. \\$
- p) **Drawings**meansthedrawingsoftheWorks,asincludedintheContract,andanyadditionalandmodified 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) **TheProcuringEntity**isthepartywhoemploystheContractortocarryouttheWorks,**asspecifiedinthe SCC**,whoisalsotheProcuringEntity.
- 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 resultinginapermanentrecord;
- t) The Initial Contract Price is the Contract Price listed in the Procuring Entity's Letter of Acceptance.
- u) **TheIntendedCompletionDate**isthedateonwhichitisintendedthattheContractorshallcompletethe Works.TheIntendedCompletionDateis**specifiedintheSCC**.TheIntendedCompletionDatemaybe revisedonlybytheProjectManagerbyissuinganextensionoftimeoranaccelerationorder.
- 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) **TheProjectManager**istheperson**namedintheSCC**(oranyothercompetentpersonappointedbythe Procuring Entity and notified to the Contractor, to act in replacement of the Project Manager) who is responsibleforsupervisingtheexecutionoftheWorksandadministeringtheContract.
- y) SCCmeansSpecialConditionsofContract.
- z) The Site is the area of the works as defined as such in the SCC.
- aa) **SiteInvestigationReports**arethosethatwereincludedinthebiddingdocumentandarefactual andinterpretativereportsaboutthesurfaceandsubsurfaceconditionsattheSite.
- bb) **Specification**meanstheSpecificationoftheWorksincludedintheContractandanymodification oradditionmadeorapprovedbytheProjectManager.
- 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) **ASubcontractor**isapersonorcorporatebodywhohasaContractwiththeContractortocarryoutapart oftheworkintheContract,whichincludesworkontheSite.
- ee) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are neededforconstructionorinstallationoftheWorks.
- ff) **AVariation**isaninstructiongivenbytheProjectManagerwhichvariestheWorks.
- gg) **The Works** are what the Contract requires the Contractor to construct, install, and turn over to the ProcuringEntity, **asdefinedintheSCC**.

#### 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) LetterofAcceptance,
  - c) Contractor'sBid,
  - d) SpecialConditionsofContract,
  - e) GeneralConditionsofContract,includingAppendices,
  - f) Specifications,
  - g) Drawings,
  - h) BillofQuantities<sup>6</sup>, and
  - i) anyotherdocumentlistedintheSCCasformingpartoftheContract.

 $<sup>^6</sup>$ In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."

### 3. Language andLaw

- 3.1 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) asamatteroflaworofficialregulations, Kenyaprohibitscommercialrelations with that country; or
- b) byanactofcompliancewithadecisionoftheUnitedNationsSecurityCounciltakenunderChapterVIIof theCharteroftheUnitedNations,Kenyaprohibitsanyimportofgoodsfromthatcountryoranypayments toanycountry,person,orentityinthatcountry.

## 4. Project Manager's Decisions

4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the ProcuringEntityandtheContractorintherolerepresentingtheProcuringEntity.

# 5. Delegation

5.1 Otherwise**specifiedintheSCC**,theProjectManagermaydelegateanyofhisdutiesandresponsibilitiestoother people,excepttotheAdjudicator,afternotifyingtheContractor,andmayrevokeanydelegationafternotifying theContractor.

## 6. Communications

61 CommunicationsbetweenpartiesthatarereferredtointheConditionsshallbeeffectiveonlywheninwriting.A noticeshallbeeffectiveonlywhenitisdelivered.

# 7. Subcontracting

7.1 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. OtherContractors

81 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the ProcuringEntitybetweenthedatesgivenintheScheduleofOtherContractors,asreferredtointheSCC. The ContractorshallalsoprovidefacilitiesandservicesforthemasdescribedintheSchedule. The ProcuringEntity maymodifytheScheduleofOtherContractors, and shall notify the Contractor of any such modification.

## 9. Personnel and Equipment

- 9.1 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 beremovedinaccordancewithClause9.2above.

## 10. ProcuringEntity'sandContractor'sRisks

10.1 The Procuring Entity carries the risks which this Contract states are Procuring Entity's risks, and the Contractor



#### 11. ProcuringEntity'sRisks

- 11.1 FromtheStartDateuntiltheDefectsLiabilityCertificatehasbeenissued,thefollowingareProcuringEntity's risks:
  - a) Theriskofpersonalinjury,death,orlossofordamagetoproperty(excludingtheWorks,Plant,Materials, andEquipment),whicharedueto
    - i) useoroccupationoftheSitebytheWorksorforthepurposeoftheWorks,whichistheunavoidable resultoftheWorksor
    - ii) negligence,breachofstatutoryduty,orinterferencewithanylegalrightbytheProcuringEntityor byanypersonemployedbyorcontractedtohimexcepttheContractor.
  - b) Theriskofdamagetothe 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.
- 112 FromtheCompletionDateuntiltheDefectsLiabilityCertificatehasbeenissued,theriskoflossofordamageto theWorks,Plant,andMaterialsisaProcuringEntity'sriskexceptlossordamagedueto
  - aa) aDefectwhichexistedontheCompletionDate,
  - bb) aneventoccurringbeforetheCompletionDate,whichwasnotitselfaProcuringEntity'srisk,or
  - cc) theactivitiesoftheContractorontheSiteaftertheCompletionDate.

#### 12. Contractor's Risks

121 FromtheStartingDateuntiltheDefectsLiabilityCertificatehasbeenissued,therisksofpersonalinjury,death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) whicharenotProcuringEntity'srisksareContractor'srisks.

#### 13. Insurance

- 13.1 The Contractors hall 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) lossofordamagetotheWorks,Plant,andMaterials;
  - b) lossofordamagetoEquipment;
  - $c) \quad loss of ordamage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and \\$
  - d) personalinjuryordeath.
- 132 PoliciesandcertificatesforinsuranceshallbedeliveredbytheContractortotheProjectManagerfortheProject Manager'sapprovalbeforetheStartDate.Allsuchinsuranceshallprovideforcompensationtobepayableinthe typesandproportionsofcurrenciesrequiredtorectifythelossordamageincurred.
- 133 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.
- 134 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 135 Both parties shall comply with any conditions of the insurance policies.

#### 14. SiteData

14.1 The Contractors hall be deemed to have examined any Site Data **referred to in the SCC**, supplemented by any information available to the Contractor.

#### 15. ContractortoConstructtheWorks

15.1 The Contractors hall construct and install the Worksin accordance with the Specifications and Drawings.

#### **16.** The Worksto Be Completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordancewiththeProgramsubmittedbytheContractor,asupdatedwiththeapprovaloftheProjectManager, andcompletethembytheIntendedCompletionDate.

# 17. ApprovalbytheProjectManager

- 17.1 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 Contractors hall be responsible for the safety of all activities on the Site.

#### 19. Discoveries

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the propertyoftheProcuringEntity.TheContractorshallnotifytheProjectManagerofsuchdiscoveriesandcarry outtheProjectManager'sinstructionsfordealingwiththem.

#### 20. PossessionoftheSite

20.1 The Procuring Entity shall give possession of all parts of the Site to the Contractor. If possession of a partis 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. AccesstotheSite

21.1 TheContractorshallallowtheProjectManagerandanypersonauthorizedbytheProjectManageraccesstothe SiteandtoanyplacewhereworkinconnectionwiththeContractisbeingcarriedoutorisintendedtobecarried out.

## 22. Instructions, Inspections and Audits

- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws wheretheSiteislocated.
- 222 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants 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. AppointmentoftheAdjudicator

- 23.1 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 requestofeitherparty, within 14 days of free eight of such request.

#### 24. SettlementofClaimsandDisputes

#### 24.1 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 <a href="Notice to the Project Manager">Notice to the Project Manager</a>, describing the event or circumstance giving rise to the claim. Thenotices hall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have be come 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) thisfullydetailedclaimshallbeconsideredasinterim;
  - b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/oramountclaimed,andsuchfurtherparticularsastheProjectManagermayreasonablyrequire;and
  - c) the Contractorshall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other periodas 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 ProjectManagershallrespondwithapproval,orwithdisapprovalanddetailedcomments. Hemayalsorequest anynecessaryfurtherparticulars, butshallnevertheless 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 these condparagraph of this Sub-Clause 24.3.

#### 242 AmicableSettlement

24.1.1 Whereanoticeofaclaimhasbeengiven,bothPartiesshallattempttosettlethedisputeamicablybeforethe 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 dayfromthedayonwhichanoticeofaclaimwasgiven,evenifnoattemptatanamicablesettlementhasbeen made.

#### 243 Mattersthatmaybereferredtoarbitration

- 24.3.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Worksorabandon ment of the Worksortermination of the Contract by either party:
  - a) The appointment of a replacement Project Manager upon the said person ceasing to act.
  - b) WhetherornottheissueofaninstructionbytheProjectManagerisempoweredbytheseConditions.
  - c) WhetherornotacertificatehasbeenimproperlywithheldorisnotinaccordancewiththeseConditions.
  - e) Anydisputearisinginrespectofwarrisksorwardamage.
  - 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 Contractoragreeotherwiseinwriting.

#### 24.4 Arbitration

- 24.4.1 AnyclaimordisputebetweenthePartiesarisingoutoforinconnectionwiththeContractnotsettledamicably inaccordancewithSub-Clause24.3shallbefinallysettledbyarbitration.
- 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 what so ever 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 ArbitrationwithNationalContractors

- 24.5.1 IftheContractiswithnationalcontractors, arbitrationproceedings will be conducted in accordance with the ArbitrationLawsofKenya. 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 disputes hall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concurring 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) ArchitecturalAssociationofKenya
  - ii) InstituteofQuantitySurveyorsofKenya
  - iii) AssociationofConsultingEngineersofKenya
  - iv) CharteredInstituteofArbitrators(KenyaBranch)
  - v) InstitutionofEngineersofKenya
- 24.5.2 Theinstitutionwrittentofirstbytheaggrievedpartyshalltakeprecedenceoverallotherinstitutions.

# 246 AlternativeArbitrationProceedings

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.

### 24.7 FailuretoComplywithArbitrator'sDecision

- 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 Contractoperationstocontinue

- 24.8.1 Notwithstanding any reference to arbitration herein,
  - a) thepartiesshallcontinuetoperformtheirrespectiveobligationsundertheContractunlesstheyotherwise 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.
- 252 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.
- 262 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.

- 263 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. ExtensionoftheIntendedCompletionDate

- 27.1 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

- 28.1 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. DelaysOrderedbytheProjectManager

29.1 TheProjectManagermayinstructtheContractortodelaythestartorprogressofanyactivitywithinthe Works.

#### 30. ManagementMeetings

- 30.1 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 meetingandstatedinwritingtoallwhoattendedthemeeting.

## 31. EarlyWarning

- 31.1 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 thework and incarrying outany resulting instruction of the Project Manager.

## C. QualityControl

# 32. IdentifyingDefects

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 considersmayhaveaDefect.

#### 33. Tests

33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to checkwhetheranyworkhasaDefectandthetestshowsthatitdoes,theContractorshallpayforthetest andanysamples.IfthereisnoDefect,thetestshallbeaCompensationEvent.

#### 34. CorrectionofDefects

- 34.1 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 oftimespecifiedbytheProjectManager'snotice.

#### 35. UncorrectedDefects

35.1 IftheContractorhasnotcorrectedaDefectwithinthetimespecifiedintheProjectManager'snotice,the ProjectManagershallassessthecostofhavingtheDefectcorrected,andtheContractorshallpaythis amount.

#### **D. Cost Control**

# 36. ContractPrice<sup>7</sup>

36.1 The Bill of Quantities shall contain price ditems for the Workstobe performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contract or will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

# 37. ChangesintheContractPrice<sup>8</sup>

- 37.1 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 breakdownofanyrateintheBillofQuantities.

#### 38. Variations

- 38.1 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.

In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:

<sup>36.1</sup> The Contractors hall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedules shall contain the

price dactivities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities and the Contractor of the Contractor ofsonwhichbasis

the Contractor will be paid. If payment for materials on sites hall be made separately, the Contractor shall show delivery of Materials to the Sites epigeness. The contractor will be paid in the Sites epigeness of the Contractor will be paid in the Sites epigeness. The contractor will be paid in the Sites epigeness of the Contractor will be paid in the Sites epigeness. The Contractor will be paid in the Sites epigeness of the Contractor will be paid in the Sites epigeness. The Contractor will be paid in the Sites epigeness of the Sites epigeness epigeness of the Sites epigeness of the Sitaratelyonthe ActivitySchedule.

On the 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.PricesintheActivityScheduleshallnotbealteredwhentheContractormakessuchchangestotheActivitySchedule.

<sup>9</sup>Inlumpsumcontracts,add"andActivitySchedules"after"Programs." <sup>10</sup>Inlumpsumcontracts,deletethisparagraph.

- 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 (includinglifecyclecosts)theProcuringEntitymayincurinimplementingthevalueengineeringproposal; and
  - c) adescriptionofanyeffect(s)ofthechangeonperformance/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) reducetheContractPriceorthelifecyclecoststotheProcuringEntity;or
  - c) improve the quality, efficiency, safety or sustainability of the Facilities; or
  - d) yieldanyotherbenefitstotheProcuringEntity,withoutcompromisingthefunctionalityoftheWorks.
- 389 If the value engineering proposal is approved by the Procuring Entity and results in:
  - a) areductionoftheContractPrice; theamounttobepaidtotheContractorshallbethepercentagespecified intheSCCofthereductionintheContractPrice; or
  - b) anincrease 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 FlowForecasts

39.1 When the Program<sup>11</sup>, 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 necessaryusingtheContractexchangerates.

## 40. PaymentCertificates

- 40.1 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.
- 40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed 12.
- 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 workedoutasfollows: (corrected tender price tender price)/tender price 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.
- 412 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.
- 413 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 414 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. CompensationEvents

- 421 ThefollowingshallbeCompensationEvents:
  - d) TheProcuringEntitydoesnotgiveaccesstoapartoftheSitebytheSitePossessionDatepursuanttoGCC Sub-Clause20.1.
  - e) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the ContractorundertheContract.
  - f) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Worksontime.
  - g) The Project Managerin structs the Contractor to uncover or to carry out additional test supon work, which is then found to have no Defects.
  - h) The Project Managerun reasonably does not approve a subcontract to belet.
  - 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 InvestigationReports), 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 ProcuringEntity,oradditionalworkrequiredforsafetyorotherreasons.
  - k) Othercontractors, publicauthorities, utilities, orthe Procuring Entity does not work within the dates and other constraints stated in the Contract, and they caused elayor extracost to the Contractor.
  - 1) Theadvancepaymentisdelayed.
  - m) TheeffectsontheContractorofanyoftheProcuringEntity'sRisks.
  - $n) \qquad The Project Managerun reasonably delays is suing a Certificate of Completion. \\$
- 422 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.
- 423 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.

<sup>&</sup>lt;sup>11</sup>In lump sum contracts, add "or Activity Schedule" after "Program."

<sup>12</sup> In 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 bytheContractor'snothavinggivenearlywarningornothavingcooperatedwiththeProject Manager.

#### 43. Tax

43.1 TheProjectManagershalladjusttheContractPriceiftaxes,duties,andotherleviesarechangedbetweenthedate 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 alreadyreflectedintheContractPriceorarearesultofGCCClause44.

#### 44. CurrencyyofPayment

44.1 AllpaymentsunderthecontractshallbemadeinKenyaShillings

#### 45. PriceAdjustment

45.1 Pricesshallbeadjustedforfluctuationsinthecostofinputsonlyif**providedforintheSCC**.Ifsoprovided,the amountscertifiedineachpaymentcertificate,beforedeductingforAdvancePayment,shallbeadjustedbyapplyingt herespectivepriceadjustmentfactortothepaymentamountsdueineachcurrency.Aseparateformula ofthetypespecifiedbelowapplies:

#### P = A + B Im/Io

where:

Pisthead just ment factor for the portion of the Contract Price payable.

A and B are coefficients<sup>13</sup> specified in the SCC, representing the non-adjustable and adjustable portions, respectively,oftheContractPricepayableandImistheindexprevailingattheendofthemonthbeinginvoiced andIOCistheindexprevailing30daysbeforeBidopeningforinputspayable.

452 Ifthevalueoftheindexischangedafterithasbeenusedinacalculation, the calculations hall becorrected and an adjustment made in the next payment certificate. The index values hall be deemed to take account of all changes in cost due to fluctuations in costs.

#### 46. Retention

- 46.1 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 Managerhas certified that all Defects notified by the Project Managertothe Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bankguarantee.

# 47. Liquidated Damages

- 47.1 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 IntendedCompletionDateisextendedafterliquidateddamageshavebeenpaid,theProjectManagershall correctanyoverpaymentofliquidateddamagesbytheContractorbyadjustingthenextpaymentcertificate.The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment,attheratesspecifiedinGCCSub-Clause41.1.

#### 48. Bonus

48.1 TheContractorshallbepaidaBonuscalculatedattheratepercalendardaystatedintheSCCforeachday(less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended CompletionDate.TheProjectManagershallcertifythattheWorksarecomplete,althoughtheymaynotbedue

tobecomplete.

#### 49. AdvancePayment

- 49.1 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 paymenthasbeenusedinthiswaybysupplyingcopiesofinvoicesorotherdocumentstotheProjectManager.
- 493 Theadvancepaymentshallberepaidbydeductingproportionateamountsfrompaymentsotherwisedue totheContractor,followingthescheduleofcompletedpercentagesoftheWorksonapaymentbasis.No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations,priceadjustments,CompensationEvents,Bonuses,orLiquidatedDamages.

#### **50.** Securities

501 ThePerformanceSecurityshallbeprovidedtotheProcuringEntitynolaterthanthedatespecifiedinthe LetterofAcceptanceandshallbeissuedinanamountspecifiedintheSCC,byabankorsuretyacceptable 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 issueoftheCertificateofCompletioninthecaseofaBankGuarantee,anduntiloneyearfromthedateof issueoftheCompletionCertificateinthecaseofaPerformanceBond.

#### 51. Dayworks

- 51.1 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 ContractorshallbepaidforDayworkssubjecttoobtainingsignedDayworksforms.

#### 52. Cost of Repairs

521 Lossordamagetothe Worksor Material stobe incorporated in the Worksbetween the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the lossordamage arises from the Contractor's acts or omissions.

#### E. Finishing theContract

#### 53. Completion

53.1 The Contractors hall request the Project Managertois sue a Certificate of Completion of the Works, and the Project Managers hall do so upon deciding that the whole of the Works is completed.

#### 54. TakingOver

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. FinalAccount

55.1 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 ProjectManagershallissueaDefectsLiabilityCertificateandcertifyanyfinalpaymentthatisduetothe Contractorwithin56daysofreceivingtheContractor'saccountifitiscorrectandcomplete.Ifitisnot,the ProjectManagershallissuewithin56daysaschedulethatstatesthescopeofthecorrectionsoradditions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project ManagershalldecideontheamountpayabletotheContractorandissueapaymentcertificate.

 $<sup>^{13}</sup> The sum of the two coefficients A and B should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formula eforall and the same in the formula eforall between the same in the same in the formula eforall between the same in the same in the formula eforall between the same in the same$ 

#### 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 withholdtheamountstatedintheSCCfrompaymentsduetotheContractor.

#### 57. Termination

- 57.1 The Procuring Entity or the Contractor may term in a tethe Contract if the other party causes a fundamental breach of the Contract.
- 572 FundamentalbreachesofContractshallinclude,butshallnotbelimitedto,thefollowing:
  - a) the Contractorstops 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 Managerin structs the Contractor to delay the progress of the Works, and the instruction is not with drawn within 30 days;
  - c) the Procuring Entity or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction oramalgamation;
  - d) apaymentcertifiedbytheProjectManagerisnotpaidbytheProcuringEntitytotheContractorwithin84 daysofthedateoftheProjectManager'scertificate;
  - e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of ContractandtheContractorfailstocorrectitwithinareasonableperiodoftimedeterminedbytheProject Manager;
  - f) theContractordoesnotmaintainaSecurity, 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) iftheContractor,inthejudgmentoftheProcuringEntityhasengagedinFraudandCorruption,asdefinedin 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 ContractandexpelhimfromtheSite.
- 573 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.
- 57.4 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 ornot.

#### 58. PaymentuponTermination

- 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
  - employedsolelyonthe 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

59.1 AllMaterialsontheSite,Plant,Equipment,TemporaryWorks,andWorksshallbedeemedtobethepropertyof theProcuringEntityiftheContractisterminatedbecauseoftheContractor'sdefault.

# 60. ReleasefromPerformance

601 IftheContractisfrustratedbytheoutbreakofwarorbyanyotherevententirelyoutsidethecontrolofeitherthe ProcuringEntityortheContractor,theProjectManagershallcertifythattheContracthasbeenfrustrated.The ContractorshallmaketheSitesafeandstopworkasquicklyaspossibleafterreceivingthiscertificateandshall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment wasmade.

# SECTION IX - SPECIAL CONDITIONS OF CONTRACT

 $\label{lem:conditions} Except where otherwise specified, all {\tt SpecialConditions} of Contracts hould be filled in by the {\tt ProcuringEntity} prior to is suance of the bidding document. Schedules and reports to be provided by the {\tt ProcuringEntity} should be annexed.$ 

Number of GC Clause Amendments of, and Supplements to, Clauses in the General Conditions of Con				
A. General				
GCC 1.1 (q) The Procuring Entity is Murang'a Water and Sanitation Company ltd (MUWASCO)				
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be (8) months after official start date			
GCC 1.1 (x)	The Project Manager is			
	The Technical Manager, Murang'a Water and Sanitation Company, Off Kangema Road, Murang'a, P.O Box 1050- 10200 Murang'a. Tel No. 0712292544			
GCC 1.1 (z)	The Site is located at located at Maragua in Murang'a County and is defined in drawings.			
GCC 1.1 (cc)	The Start Date shall be as indicated in the contract document			
GCC 1.1 (gg)	The Works consist of CONSTRUCTION OF HDPE WATER DISTRIBUTION PIPELINE AT MARAGUA			
GCC 2.2	Sectional Completions are: Not Applicable			
GCC 5.1	The Project manager may delegate any of his duties and responsibilities.			
GCC 8.1	Schedule of other contractors: Not Applicable			
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: as indicated in the BOQs			
GCC 14.1	Site Data are: 14 days after contract signature			
GCC 20.1	The Site Possession Date(s) shall be as agreed during commencement meeting			
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: Nairobi Center for International Arbitration (NCIA)			
	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: As it shall be agreed upon by both parties			

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
B. Time Contr	rol
GCC 26.1	The Contractor shall submit for approval a Program for the Works within [7] days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is 365 days.
	The amount to be withheld for late submission of an updated Program is [insert amount].
C. Quality Con	ntrol
GCC 34.1	The Defects Liability Period is: 365 days.
	[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]
D. Cost Contro	ol
GCC 38.9	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be N/A % (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.
GCC 44.1	The currency of the Procuring Entity's Country is: <i>Kenya Shillings</i>
GCC 45.1	The Contract [insert "is" or "is not"] subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients does not apply.
	[Price adjustment is mandatory for contracts which provide for time of completion exceeding 18 months]
	The coefficients for adjustment of prices are: Not applicable
	(a) [insert percentage] percent nonadjustable element (coefficient A).
	(ib) [insert percentage] percent adjustable element (coefficient B).
	(c) The Index I for shall be [insert index].
GCC 46.1	The proportion of payments retained is: 5 percent
GCC 47.1	The liquidated damages for the whole of the Works are 0.1% per day. The maximum amount of liquidated damages for the whole of the Works is 10 percentage of the final Contract Price.
	[Usually liquidated damages are set between 0.05 percent and 0.10 percent per day, and the total amount is not to exceed between 5 percent and 10 percent of the Contract Price.If Sectional Completion and Damages per Section have been agreed, the latter should be specified here]
GCC 48.1	The Bonus for the whole of the Works is <i>Kenya Shillings</i> per day. The maximum amount of Bonus for the whole of the Works is <i>Kenya Shillings</i> of the final Contract Price.
	[If early completion would provide benefits to the Procuring Entity, this clause should remain; otherwise delete. The Bonus is usually numerically equal to the liquidated damages.]
GCC 49.1	The Advance Payments shall be: <i>Kenya Shillings</i>
GCC 50.1	The Performance Security amount is 10%
	(a) Performance Security – Bank Guarantee: in the amount(s) of 10% percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	(b) Performance Security – Performance Bond: in the amount(s) of 10% percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
E. Finishing th	e Contract
GCC 56.1	The date by which operating and maintenance manuals are required is required is as will be prescribed in the contract
	The date by which "as built" drawings are required is required is as will be prescribed in the contract
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 required is as will be prescribed in the contract
GCC 57.2 (g)	The maximum number of days is: required is as will be prescribed in the contract
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 required is as will be prescribed in the contract

#### FORM No 1: NOTIFICATION OF INTENTION TO AWARD

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

\_\_\_\_\_\_

<b>FORMA</b> 7	Γ
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- 1. For the attention of Tenderer's Authorized Representative
  - i) Name: [insert Authorized Representative'sname]
  - ii) Address: [insert Authorized Representative's Address]
  - iii) Telephone: [insert Authorized Representative's telephone/faxnumbers]
  - iv) Email Address: [insert Authorized Representative's emailaddress]

[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. <u>Date of transmission</u>: [email] on [date] (localtime)

This Notification is sent by (Name anddesignation)

- 3. Notification of Intention to Award
  - *i)* Procuring Entity: [insert the name of the ProcuringEntity]
  - ii) Project: [insert name ofproject]
  - *iii)* Contract title: [insert the name of the contract]
  - *iv)* Country: [insert country where ITT isissued]
  - v) ITT No: [insert ITT reference number from ProcurementPlan]

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 \_\_\_\_\_ (inword
- b) OtherTenderers

NamesofallTenderersthatsubmittedaTender.IftheTender'spricewasevaluatedincludetheevaluatedpriceas 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. Howtorequestadebriefing

- a) DEADLINE: The deadline to request a debriefing expires a tmidnight 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 NotificationofIntentiontoAward.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
  - i) Attention:[insertfullnameofperson,ifapplicable]
  - ii) Title/position:[inserttitle/position]
  - ii) Agency:[insertnameofProcuringEntity]
  - iii) Emailaddress:[insertemailaddress]
- d) Ifyourrequestforadebriefingisreceivedwithinthe3Daysdeadline,wewillprovidethedebriefingwithin five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period,theStandstillPeriodshallbeextendedbyfive(3)Daysafterthedatethatthedebriefingisprovided. Ifthishappens,wewillnotifyyouandconfirmthedatethattheextendedStandstillPeriodwillend.
- e) Thedebriefingmaybeinwriting,byphone,videoconferencecallorinperson. Weshallpromptlyadvise youinwritinghowthedebriefingwilltakeplaceandconfirmthedateandtime.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing assoon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

#### 6. Howtomakeacomplaint

- a) Period:Procurement-relatedComplaintchallengingthedecisiontoawardshallbesubmittedbymidnight, [insertdate](localtime).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-relatedComplaintasfollows:
  - i) Attention:[insertfullnameofperson,ifapplicable]
  - ii) Title/position:[inserttitle/position]
  - iii) Agency:[insertnameofProcuringEntity]
  - iv) Emailaddress:[insertemailaddress]
- c) Atthispointintheprocurementprocess, youmay submita 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 Periodand received by us before the Standstill Periodends.
- d) Furtherinformation:FormoreinformationrefertothePublicProcurementandDisposalsAct2015andits RegulationsavailablefromtheWebsiteinfo@ppra.go.keorcomplaints@ppra.go.ke.
  - You should read these documents before preparing and submitting your complaint.
- e) Therearefouressentialrequirements:
  - i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender inthis tenderingprocess, and is the recipient of a Notification of Intention to Award.

- ii) The complaint can only challenge the decision to award the contract.
- iii) Youmustsubmitthecomplaintwithintheperiodstated above.
- iv) You must include, in your complaint, all of the information required to support your complaint.

# 7. StandstillPeriod

- i) DEADLINE: The Standstill Periodis due to endat midnight on [insertdate] (local time).
- ii) The Standstill Periodlast sten (14) Days after the date of transmission of this Notification of Intention to Award.
- $iii) \qquad The Standstill Period may be extended as stated in paragraph Section 5 (d) above.$

If you have any questions regarding this Notification pleased on othesitate to contact with the property of	lS.
OnbehalfoftheProcuringEntity:	

Signature:	Name:
Title/position:	Telephone: Email:

# FORM NO. 2 - REQUEST FOR REVIEW

# FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD
APPLICATION NOOF20
BETWEEN
APPLICANT
AND
RESPONDENT (Procuring Entity)
Request for review of the decision of the
REQUEST FOR REVIEW
I/We
1.
2.
By this memorandum, the Applicant requests the Board for an order/orders that:
1.
2.
SIGNED(Applicant) Dated onday of/20
FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board onday of20
SIGNED

**Board Secretary** 

# FORM NO 3: LETTER OFAWARD

# FORM NO 4: CONTRACTAGREEMENT

THIS	AC	GREEMENTmadethe	of	dayof	(here	,20_ einafter "the Pro	,between
		ftheonepart,and			of		_(hereinafter
"theC	ontr	actor"),oftheotherpart:					
WHE execu Work	REA ited sand	AS the Procuring Entity desire by the Contractor, and has ac theremedyingofanydefectsthe	es that the Work ecepted a Tende erein,	csknownaser by the Contracto	or for the execu	ntion and comp	should be letion of these
The P	rocu	oring Entity and the Contracto	or agree as follo	ws:			
1.		nisAgreementwordsandexpres Contractdocumentsreferredto.		hesamemeaningsas	sarerespectivel	yassignedtother	min
2.		e following documents shall be reementshallprevailoveralloth			d construed as	part of this Ag	greement. This
	a)	theLetterofAcceptance					
	b)	theLetterofTender					
	c)	theaddendaNos(i	fany)				
	d)	theSpecialConditionsofCont	tract				
	e)	the General Conditions of Co	tract;				
	f)	theSpecifications					
	g)	theDrawings; and					
	h)	thecompletedSchedulesanda	nyotherdocum	entsformingpartoftl	hecontract.		
3.	Agı	consideration of the payment reement, the Contractor herel ectsthereininconformityinallre	by covenants w	with the Procuring	Entity to execu		
4.	Wo	ProcuringEntityherebycovenarks and the remedying of delertheprovisionsoftheContract	fects therein, the	he Contract Price	or such other	sum as may be	
		ESS whereof the parties heret the day, month and year spec		this Agreement to l	be executed in	accordance witl	n the Laws of
Signe	dano	dsealedby			(forthe	ProcuringEntity	y)
Signe	dano	dsealedby			(for	theContractor).	

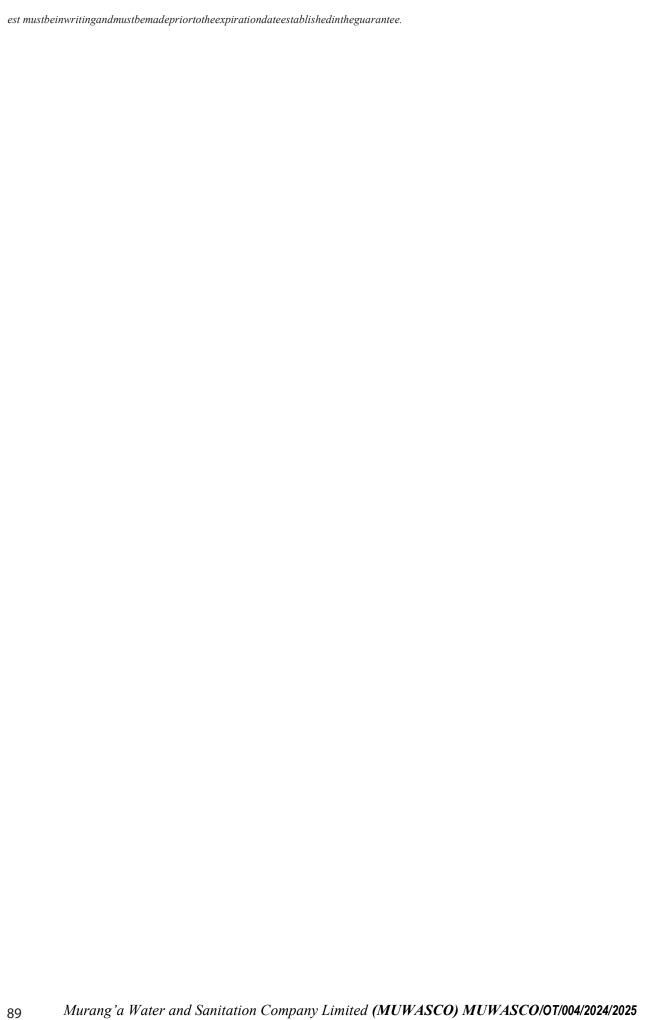
# **FORM NO. 5 - PERFORMANCE SECURITY**

# [Option 1 - Unconditional Demand Bank Guarantee]

[Gu	arantor letterhead]
Ben	reficiary:finsertnameandAddressofProcuringEntity] Date:
	[Insertdateofissue]
Gua	arantor: [Insert name and address of place of issue, unless indicated in the letterhead]
1.	We have beeninformedthat
2.	Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3.	AttherequestoftheContractor,weasGuarantor,herebyirrevocablyundertaketopaytheBeneficiaryanysumor sumsnotexceedingintotalanamountof (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whetherinthedemanditselforinaseparatesigneddocumentaccompanyingoridentifyingthedemand, stating thattheApplicantisinbreachofitsobligation(s)undertheContract, withouttheBeneficiaryneedingtoproveor toshowgroundsforyourdemandorthesumspecifiedtherein.
4.	This guarantees hall expire, no later than the Day of, 2, and any demand for payment under it must be received by us at the office indicated above on or before that date.
5.	The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [sixmonths] [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: Allitalicizedtext(includingfootnotes) is for use in preparing this formands hall be deleted from the final product.

<sup>&</sup>lt;sup>1</sup>The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, ifany, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.

 $<sup>{}^2 \</sup>textit{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 requestion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such requestion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such requestion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor Such request an extension of the Contract, the Procuring Entity would need to request an extension of the Contract, the Procuring Entity would need to request an extension of the Contract, the Procuring Entity would need to request an extension of the Contract, the Procuring Entity would need to request an extension of the Contract, the Procuring Entity would need to request an extension of the Contract, the Procuring Entity would need to request an extension of the Contract, the Procuring Entity would need to request an extension of the Contract and the Contract and the Procuring Entity would need to request an extension of the Contract and the Contract and the Procuring Entity would need to request an extension of the Contract and the Procuring Entity would need to request a contract and the Procuring Entity would need to request a contract and the Procuring Entity would need to request an extension of the Procuring Entity would need to request a contract and the Procuring Entity would need to request a contract and the Procuring Entity would need to request a contract and the Procuring Entity would need to request a contract and the Procuring Entity would need to request a contract and the Procuring Entity would need to request a contract and the Procuring Entity would need to request a contract and the Procuring Entity would$ 



# FORM No. 6 - PERFORMANCESECURITY

# [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 Bondholder to action]

[Gu	arantor letterhead or SWIFT identifier code]
Ben	neficiary:[insertnameandAddressofProcuringEntity] Date:
	[Insertdateofissue].
PEF	RFORMANCE BONDNo.:
Gua	arantor: [Insert name and address of place of issue, unless indicated in the letterhead]
1.	BythisBondas Principal (hereinafter called "the Contractor") and
2.	WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity datedthe
3.	NOW,THEREFORE,theConditionofthisObligationissuchthat,iftheContractorshallpromptlyandfaithfully 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'sobligationsthereunder,theSuretymaypromptlyremedythedefault,orshallpromptly:  1) completetheContractinaccordancewithitstermsandconditions;or
	<ul> <li>obtainatenderortendersfromqualifiedtenderersforsubmissiontotheProcuringEntityforcompletingthe         Contractinaccordancewithitstermsandconditions,andupondeterminationbytheProcuringEntityand         theSuretyofthelowestresponsiveTenderers,arrangeforaContractbetweensuchTenderer,andProcuring 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         paythecostofcompletionlesstheBalanceoftheContractPrice;butnotexceeding,includingothercosts         anddamagesforwhichtheSuretymaybeliablehereunder,theamountsetforthinthefirstparagraphhereof.         Theterm"BalanceoftheContractPrice,"asusedinthisparagraph,shallmeanthetotalamountpayableby         Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to         Contractor;or</li> <li>paytheProcuringEntitytheamountrequiredbyProcuringEntitytocompletetheContractinaccordance         withitstermsandconditionsuptoatotalnotexceedingtheamountofthisBond.</li> </ul>
4.	The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5.	Any suitunder this Bondmust bein stituted before the expiration of one year from the date of the issuing of the Over Certificate. No right of actions hall accrue on this Bondto 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 hascaused thesepresentstobesealed with his corporateseal duly attested by the signature of his legal representative, this day of

SIGNEDON	on behalfof By inthecapacityof
Inthepresenceof	
SIGNEDON	on behalf of By_inthecapacityof
Inthepresenceof	

# FORM NO. 7 -ADVANCE PAYMENT SECURITY

# [Demand Bank Guarantee]

[Gu	arantor letterhead]	
	eficiary:e:	[InsertnameandAddressofProcuringEntity] [Insertdateofissue]
AD	VANCE PAYMENTGUARANTEEN	o.:[Insert guarantee reference number] Guarantor:
	[I	nsertnameandaddressofplaceofissue,unlessindicatedintheletterhead]
1.	We have beeninformedthatNodated	(hereinafter called "the Contractor") has entered into ContractwiththeBeneficiary,fortheexecutionof
2.		cording to the conditions of the Contract, an advance payment in thesum againstanadvancepaymentguarantee.
3.	orsumsnotexceedingintotalanamoun receipt by us of the Beneficiary's co demanditselforinaseparatesigneddoc Applicant:	uarantor,herebyirrevocablyundertaketopaytheBeneficiaryanysum tof(inwords)' upon omplying demand supported by the Beneficiary's statement, whether in the sumentaccompanyingoridentifyingthedemand,statingeitherthatthe
	·	rpurposesotherthanthecostsofmobilizationinrespectoftheWorks;or ymentinaccordancewiththeContractconditions,specifyingtheamount repay.
4.		oresentedasfromthepresentationtotheGuarantorofacertificatefrom dvancepaymentreferredtoabovehasbeencreditedtotheContractoron at
5.	the Contractor as specified in copie us. This guarantee shall expire, certificate indicating that ninety (90) pe	eshallbeprogressivelyreducedbytheamountoftheadvancepayment repaid by s of interim statements or payment certificates which shall be presented to at the latest, upon our receipt of a copy of the interim payment ercentoftheAcceptedContractAmount,lessprovisionalsums,hasbeen certified
6.		ension of this guarantee for a period not to exceed [six months] [one year], request for such extension, such request to be presented to the Guarantor
	[Name of Authorized Official, signa	ture(s) and seals/stamps]
	Note: All italicized text (including j final product.	footnotes) is for use in preparing this form and shall be deleted from the

The 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.  $^2$ Inserttheexpected 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 inwriting 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: [InsertnameandAddressofProcuringEntity] [Insertdateofissue] Date: 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 [insertname of Contractor, which in the case of a joint venture shallbethenameofthejointventure/(hereinaftercalled"theContractor")hasenteredintoContractNo. [insert reference number of thecontract] dated \_\_\_\_\_ with the Beneficiary, for the [insert name of contract and brief description of Works] (hereinafter executionof called"theContract"). 2. Furthermore, weunderstandthat, according to the conditions of the Contract, the Beneficiary retains money sup tothelimitsetforthintheContract("theRetentionMoney"),andthatwhentheTaking-OverCertificatehasbeen issuedundertheContractandthefirsthalfoftheRetentionMoneyhasbeencertifiedforpayment,andpayment of/insertthesecondhalfoftheRetentionMoney]istobemadeagainstaRetentionMoneyguarantee. 3. AttherequestoftheContractor,we,asGuarantor,herebyirrevocablyundertaketopaytheBeneficiaryanysum orsumsnotexceedingintotalanamountof/insertamountinfigures] ([insert amount in *j)* upon receipt by us of the Beneficiary's complying demandsupported bythe Beneficiary's statement, whether in the demandits elfor in a separate signed document accompanying or identifyingthedemand, stating that the Contractor is in breach of its obligation (s) under the Contract, without yourneedingtoproveorshowgroundsforyourdemandorthesumspecifiedtherein. 4. A demand under this guarantee may be presented as from the presentation to the Guaranter of a certificate from the presentation of the Guaranter of the GuaratheBeneficiary'sbankstatingthatthesecondhalfoftheRetentionMoneyasreferredtoabovehasbeencredited to the Contractor on its account number at [insert name and address of Applicant'sbank]. and any demand for payment under it must be received by us at the office indicated above on or before that date. 6. TheGuarantoragreestoaone-timeextensionofthisguaranteeforaperiodnottoexceed/sixmonths] [oneyear], inresponsetotheBeneficiary'swrittenrequestforsuchextension, such request to be presented to the Guarantor beforetheexpiryoftheguarantee. [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

<sup>1</sup>The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.

final product.

<sup>2</sup>Insertadatethatistwenty-eightdaysaftertheexpiryofretentionperiodaftertheactualcompletiondateofthecontract. The Procuring Entityshould 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 inwriting and must be made prior to the expiration date established in the guarantee.

# FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM (Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

#### 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 pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. 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 legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.:	[insert identification no]
Name of the Tender Title/Description:	_[insert name of the assignment] to:
[insert complete name o	f Procuring Entity]
In response to the requirement in your notification of award dat additional information on beneficial ownership:	ted[insert date of notification of award] to furnish[select one option as applicable and delete the options

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

Details of beneficial ownership

	Details of all Beneficial Owners	% of shares aperson holdsinthe company Directly or indirectly	% ofvotingrights aperson holdsin the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercisessignificantin fluence or control over the Company (tenderer)(Yes / No)
	FullName	Directly	Directly	1. Having the right to appoint a majority of	1. Exercisessignifica ntinfluence or
1.	National identitycardnumber orPassportnumber	%o f shares	%ofvotingr	the board of the directors or an equivalent governing	control over the Company body of the Company
	PersonalIdentificati onNumber (where applicable)	Indirectly	Indirectly%ofvotingrights	body of the Tenderer: YesNo 2. Is this right held directly or	(tenderer) YesNo
	Nationality	%0		indirectly?:	2. Is this influence
	Dateofbirth[dd/mm /yyyy]	f shares		Direct	or control exercised directly or indirectly?
	Postaladdress				
	Residentialaddress				Direct
	Telephonenumber			Indirect	88

	Details of all Beneficial Own	ers % of sha aperson holdsinth company Directly indirectly	e or	% ofvotingrights aperson holdsin the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercisessignificantin fluence or control over the Company (tenderer)(Yes / No)
	Emailaddress					Indirect
	Occupationorprofe ssion					
		·				
2.	FullName	Directly-		Directly	1. Having the right to appoint a majority of	1. Exercisessignifica ntinfluence or
	National identitycardnumber orPassportnumber	f shares	%o ig	ights  Indirectly %ofvotingrights	appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: YesNo 2. Is this right held directly or	control over the Company body of the Company (tenderer) YesNo  2. Is this influence
	PersonalIdentificati onNumber (where applicable)	Indirectly	y			
	Nationality(ies)		%o		indirectly?:	or control
	Dateofbirth[dd/mm /yyyy]	f shares			Direct	exercised directly or indirectly?
	Postaladdress					Direct
	Residentialaddress					Indirect
	Telephonenumber				Indirect	muncet
	Emailaddress					
	Occupationorprofe ssion					
3.						
e.t .c						

- II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identitycardnumberorPassportnumber, PersonalIdentificationNumber, Dateofbirth, Residential address, email address and Telephone number.
- III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:
  - (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
  - (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;

- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.
- IV) What is stated to herein above is true to the best of my knowledge, information and belief.

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]
Designation 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 this

Bidder Official Stamp

# **ANNEX I**

# ENVIRONMENTALANDSOCIALMANAGEMENTPLAN

# ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN

Project Potential Impacts		Recommended mitigation measures	Institutional	
Activities			Responsibilities	
During Constru	   ction Phase			
Excavation for	Disruption of small-	Serve adequate relocation notices to	Project	
installation of	scale businesses	the encroaching developments in good	Construction	
pipelines	located along the	time.	Contractor	
network and	proposed pipelines			
construction of	routes within the	The Contractor to minimize		
valve/meter	road reserves	disruptions as much as possible		
chambers		through the efficient utilization of the		
		available way leave area and avoid		
		unnecessary delays in the execution of		
		works within the areas occupied by the		
		small-scale traders.		
		To assist the vulnerable members of		
		the traders with identification of		
		alternative spaces.		
	During civil works,	-Soil excavated should not be dumped	Project	
	there will be	on any individual land.	Construction	
	excavation and	-Re-use it or dumping any waste soil in	Contractor	
	scrapping works	designated offsite ground		
	leading to	recommended by the authority.		
	accumulation of			
	bulk earth materials.			
	Unmanaged			
	disposal of these can			
	result in			
	sterilization of			
	productive lands,			
	creation of erosion,			
	sedimentation			
	pollution and lack of			
	esthetical view.			
Transportation	Local ambient air	Restricting traffic speed of machines	Project	
of workers,	quality degradation	and vehicles as well as regular	Construction	
equipment, and	due to dust emission	watering of the exposed areas terraced	Contractor	
materials to	from roads			
sites	upgrading works as			
	well as machines			
Installation of	and vehicles			
pipes and	travelling on			

Project Activities	Potential Impacts	Recommended mitigation measures	Institutional Responsibilities
fittings  Installation of zonal & consumers water meters	unpaved feeder roads.		
	Risk of accidents to workers, road users,	-Strict application of Occupational safety and Health (OSH) plan considering: -availability of protective safety equipment specific to the working environmentavailability of First Aid Box and emergency medical coverage dedicated to workers and staff.	Project Construction Contractor
	Recruitment of unskilled and skilled employees as well as hiring services of local private companies.	Positive impact, no mitigation measures	Project Construction Contractor
	Spreading of solid and liquid wastes generated during construction activities in local environment	Proper execution of waste management plan including: -sorting solid waste and deposit this in transit zone, then to selected landfillStorage and stockpiling of materials on the site done away from drainage channels.	Project Construction Contractor
Excavation works for installation of pipes and construction of chambers	Discharge of polluting substances into the soil including washed water from construction areas, oil, accidental spills etc	-Well supervision of construction worksKeep in appropriate containers oil, leakage, and good management of wastewater before releasing in natural environmentPlan for good management of hazardous substances, if any.	Project Construction Contractor
	Air pollution by emission of dust during construction which may affect human respiratory system.  The construction	Management of dust emission through water spreading in construction areas.  Management of road traffic and access to working area.  -Noise minimized by limiting operating	Project Construction Contractor  Project

Project Activities	Potential Impacts	Recommended mitigation measures	Institutional Responsibilities
	process will create noise, unusually movements of human and vehicles throughout the lakeshores. These activities may disturb sensitive biodiversity species	times to daylight hours  -Reduce as possible the vehicles' speed and movement of people.  -Physically identify sensitive habitats and ensure biodiversity protection.	Construction Contractor
	Increased prevalence and transmission of HIV/AIDS and other STDs due to influx of workers migrating to worksites seeking jobs or already recruited.	Application of public health management plan; Increasing awareness and campaigns against transmitted diseases among workers and local population	Project Construction Contractor
	Occurrence of accidents and injuries among workforce	<ul> <li>-Application of workforce health and safety plan.</li> <li>-Check-up workers for effective diseases control measures.</li> <li>- Avail First Aid Box tools as well as trained Nurse and a safety officer.</li> </ul>	Project Construction Contractor
	Clearing the right of way and loss of microhabitats and their biodiversity	-Clearing of just needed surfaces for pipelines installation After backfilling the excavated area using removed soil, compacting, levelling and re-vegetation by pre-existing species.	Project Construction Contractor
Cost Estimates	for the construction		
		NAL PHASE	
Operations of the constructed project	Illegalconnectionto the new pipeline	-The project proponent will ensure that communities living along the pipeline routeareadequatelyservedwithpiped	
		waterTheproponentwillalsoconductwater balance studies and NRW audits to identify and plug points of water loss.	

Project Activities	Potential Impacts	Recommended mitigation measures	Institutional Responsibilities
	Generationofwater	The County Government of Murang'a & MUWASCO to expand the pipeline system in Maragua Town. Solid wastes generated during repair andmaintenanceactivities will be collected and disposed-offindesignated manner.	County Government of Murang'a  MUWASCO
	Health and Safety Hazards	<ul> <li>Train all workers on Health, Safety and Environment (HSE) with an aim of improving awareness.</li> <li>The proponent will erect appropriate safety signage during repair and maintenance activities.</li> <li>The proponent shall provide first-aid facilities for repair and maintenance staff.</li> </ul>	MUWASCO
	Improved and reliable water supply for the residents of Maragua Town.	<ul> <li>Positive impact, no mitigation measures.</li> <li>Improve customer experience through better water supply services.</li> <li>Reductionofwateroutages/rationing.</li> <li>Expansionofcoveragearea.</li> </ul>	MUWASCO
	Increasedreliabilityof watersupplytothe residents of Maragua Town.	<ul> <li>Positive impact, no mitigation measures.</li> <li>Reductionofwateroutages/rationing.</li> </ul>	MUWASCO