TENDER DOCUMENT
CONSTRUCTION OF OIL MARKETERS YARD AT JOMO KENYATTA INTERNATIONAL AIRPORT

TENDER NO. KAA/OT/JKIA/1511/2018-2019

(ELIGIBILITY IS RESERVED FOR DULY REGISTERED YOUTH OWNED ENTERPRISES)

MAY 2019

GENERAL MANAGER (P&ES),
KENYA AIRPORTS AUTHORITY,
P.O. Box 19001 – 00501,
NAIROBI.

MANAGING DIRECTOR,
KENYA AIRPORTS AUTHORITY,
P.O. Box 19001 – 00501,
NAIROBI.
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SECTION A: INVITATION FOR TENDERERS

May, 2019

TENDER NAME: CONSTRUCTION OF OIL MARKETERS YARD AT JOMO KENYATTA INTERNATIONAL AIRPORT (JKIA)

TENDER NO. KAA/OT/JKIA/1511/2018-2019

1.1 Kenya Airport Authority invites sealed bids for CONSTRUCTION OF OIL MARKETERS YARD AT JKIA.

1.2 Interested and eligible applicants may obtain further information and collect a complete set of application documents & soft copy in English between 8.00a.m and 5.00p.m from the procurement office based on 2nd floor, Kenya Airports Authority Headquarters.

1.3 A complete set of tender documents in English language may be obtained by interested candidates upon payment of non-refundable fees of Kenya Shillings One Thousand Only (Kshs.1,000/-) or an equivalent amount in freely convertible currency in cash or Bankers cheque payable to the Managing Director, Kenya Airports Authority. However, the tender document can also be downloaded from Kenya Airports Authority website (www.kaa.go.ke) or Public Procurement Information Portal (ppip.go.ke) and thereafter bidders can forward their company’s details to tenders@kaa.go.ke so that any addendum/clarifications can be send to their email address.

1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for (120) days from the closing date of tender.

1.5 Completed tender documents serialized from the first to last page including any attachments shall be submitted in plain sealed envelopes clearly marked with the Tender number and name and marked “DO NOT OPEN BEFORE 29th May, 2019 at 11.00 a.m.” and addressed to:

Managing Director
Kenya Airports Authority
P. O. Box 19001- 00501
NAIROBI, KENYA

and deposited in the Tender Box situated on 2nd Floor, Kenya Airports Authority Headquarters.

1.6 Tenders will be opened immediately after the closing time in the presence of tenderers representatives who choose to attend the opening at the Conference Room, 1st Floor, Kenya Airports Authority Headquarters.

1.7 A Site Visit & Pre-bid meeting will be held at JKIA on 16th May, 2019 at 10.00 a.m. Bidders to Congregate at the Conference room of the Roof top, JKIA above the Parking Garage.

1.8 Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website www.kaa.go.ke. All bidders are advised to regularly check the website during the bidding period.
1.9 Canvassing for the tender by the tenderer or by proxy shall lead to automatic disqualification of their tender.

GM (PROCUREMENT AND LOGISTICS)
For: MANAGING DIRECTOR
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SECTION II - INSTRUCTION TO TENDERERS

1. General

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

1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:

(a) copies of certificates of registration, and principal place of business;
(b) total monetary value of construction work performed for each of the last five years;
(c) experience in works of a similar nature and size for each of the last five years, and clients who may be contacted for further information on these contracts;
(d) major items of construction equipment owned;
(e) qualifications and experience of key site management and technical personnel proposed for the Contract;
(f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor’s reports for the last five years;
(g) authority to seek references from the Tenderer’s bankers.

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

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

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

1.6 The price to be charged for the tender document shall not exceed Kshs. 1,000/=.

1.7 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2. Tender Documents

2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below:-

(a) These instructions to Tenderers
(b) Form of Tender
(c) Conditions of Contract and Appendix to Conditions of Contract
(d) Specifications
2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.

2.3 A prospective Tenderer making inquiries of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer’s response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

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

2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

3. Preparation of Tenders

3.1 All documents relating to the tender and any correspondence shall be in English Language.

3.2 The tender submitted by the Tenderer shall comprise the following: -
   (a) The Tender;
   (b) Tender Security;
   (c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
   (d) Any other materials required to be completed and submitted by Tenderers.

3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.
3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.

3.5 The unit rates and prices shall be in Kenya Shillings.

3.6 Tenders shall remain valid for a period of one hundred and twenty (120) days from the date of submission. However in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers’ responses shall be made in writing.

3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.

3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.

3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

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

4. Submission of Tenders

4.1 The tender duly filled and sealed in an envelope shall;-

(a) be addressed to the Employer at the address provided in the invitation to tender;

[b] bear the name and identification number of the Contract as defined in the invitation to tender; and

[c] provide a warning not to open before the specified time and date for tender opening.

4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender.

4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.

Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.

4.4 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.
4.5 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

5. **Tender Opening and Evaluation**

5.1 The tenders will be opened in the presence of the Tenderers’ representatives who choose to attend at the time and in the place specified in the invitation to tender.

5.2 The Tenderers’ names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.

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

5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:

   (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and

   (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer’s representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.

   (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.

   (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder’s Work (i.e. corrected tender sum less P.C. and Provisional Sums).

   (e) The Error Correction Factor shall be applied to all Builder’s Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

   (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the
Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.

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

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

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

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

5.9 Preference where allowed in the evaluation of tenders shall not exceed 15%.

5.10 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.

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

6. Award of Contract

6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.

6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.

6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the “Letter of Acceptance”) will state the sum [hereinafter and in all Contract documents called the “Contract Price” which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to the Employer.

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

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

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

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

7. Corrupt and fraudulent practices

7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.

7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.
**APPENDIX TO INSTRUCTIONS TO TENDERERS**

**Notes on the Appendix to Instructions to Tenderers**

The Appendix to Form of Tender shall complement or amend the provisions of the Instructions to Tenderers (Section II). Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix to form of tender, the provisions of the appendix therein shall prevail over those of the instructions to tenderers.

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Eligibility is reserved for Youth Owned Enterprises with a valid YAGPO Certificate from the National Treasury.</strong></td>
<td></td>
</tr>
</tbody>
</table>
| **2.3** | The name and address of the Employer for the purposes of making inquiries by tenderers is:--

**General Manager Procurement and Logistics,**
**Kenya Airports Authority,**
**P. O. Box 19001 – 00501,**
**NAIROBI-KENYA.**
**Email: tenders@kaa.go.ke** |
| **3.2** | Bidder to provide duly filled Tender Security Declaration Form. |
| **3.7** | Bidders shall provide one (1) original and one (1) copy. |
| **4** | The name and address of the Employer for the purposes of submission of tenders is:--

**Managing Director,**
**Kenya Airports Authority Headquarters,**
**P. o. Box 19001 – 00501**
**NAIROBI-KENYA,** |
| **5.** | Tender Closing/Opening Date is **29th May, 2019 at 11.00 a.m.** |
EVALUATION CRITERIA

Based on the information contained in the Instructions to Tenderers and the appendix thereof, the following will be the evaluation criteria for determination of responsive tenderer leading to award of the contract:

a) Mandatory Requirements

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<th>No</th>
<th>Requirement</th>
<th>Compliance</th>
</tr>
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<tr>
<td>1</td>
<td>All Tenderers shall fill following Standard forms:</td>
<td>Must meet</td>
</tr>
<tr>
<td></td>
<td>• Qualification information,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Confidential Business Questionnaire, and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Details of Sub-contractors if any.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Duly filled and signed Form of Tender valid for 120 days from the tender opening date.</td>
<td>Must meet</td>
</tr>
<tr>
<td>3</td>
<td>Copy of Registration/incorporation certificate.</td>
<td>Must meet</td>
</tr>
<tr>
<td>4</td>
<td>Copy of a valid registration certificate issued by the National Construction Authority (NCA) for category NCA6 or above for Civil works category.</td>
<td>Must meet</td>
</tr>
<tr>
<td>5</td>
<td>Duly filled and Signed Certificate of Site Visit.</td>
<td>Must Meet</td>
</tr>
<tr>
<td>6</td>
<td>Copy of current CR12. Where one or more of the shareholders is a company (beneficial ownership), the CR12 of such a company shall be provided. Those registered under business name/sole proprietorship will not be required to provide a CR12.</td>
<td>Must Meet</td>
</tr>
<tr>
<td>7</td>
<td>Copy of valid business permit provided by county of operation</td>
<td>Must Meet</td>
</tr>
<tr>
<td>8</td>
<td>Attach <strong>YAGPO Certificate</strong> from National Treasury for enterprise registered under the preferences and reservation regulations 2013 - Registered Youth Group.</td>
<td>Must Meet</td>
</tr>
<tr>
<td>9</td>
<td>Duly filled Tender Securing Declaration from</td>
<td>Must Meet</td>
</tr>
<tr>
<td>10</td>
<td>Provide evidence of bank account, which the mandatory signatory is the candidate disclosed in the YAGPO Certificate</td>
<td>Must Meet</td>
</tr>
<tr>
<td>11</td>
<td>Copy of valid Tax Compliance Certificate</td>
<td>Must Meet</td>
</tr>
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**NOTE:** Tenderers who will not meet ANY of the above mandatory requirements will not be evaluated further.
b) Technical Evaluation. Technical requirements will be scored as indicated below:

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<th>Equipment and Machinery</th>
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<tr>
<td>Must demonstrate access to the following key minimum equipment (in form of invoices, receipts, leased or hired) necessary to undertake the work;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>No. Motor Grader - (CAT 140H or equivalent)</td>
<td>2</td>
</tr>
<tr>
<td>1</td>
<td>No. Water Bowser - (8,000 Lts)</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>No. Tipper trucks – 10 tonnes</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>No. Concrete mobile mixing trucks</td>
<td>4</td>
</tr>
<tr>
<td>1</td>
<td>No. Vibrating Drum Roller – 18 to 20 tonnes</td>
<td>3</td>
</tr>
<tr>
<td>1</td>
<td>No. Excavator – 1.7CM</td>
<td>3</td>
</tr>
<tr>
<td>1</td>
<td>No. Asphalt machine (Paver)</td>
<td>3</td>
</tr>
<tr>
<td>1</td>
<td>No Asphalt batching plant</td>
<td>5</td>
</tr>
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**Notes**
- If owned, must provide clear copies of log book or other proof of ownership in form of receipts and importation documents.
- If equipment is hired or leased, provide a written agreement between lessee and lessor indicating list of equipment and their corresponding log books or proof of ownership by lessor. The lease agreement must be specific to this project.

<table>
<thead>
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<th>Personnel (Bidders to provide copy of academic certificate and CVs)</th>
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| **Project Manager**
*Academic qualification:* BSc in Civil Engineering or in construction related field - **10 points**

**Specific experience** in pavement construction – 5 years - **10 points**

| **Site Agent / Site engineer**
*Academic qualification* BSc Civil Engineering or in construction related field- **10 points**.

**Specific experience** in pavement construction-5 years - **10 points**

| **Engineering Surveyor**
*Academic qualification:* Higher National Diploma in Engineering Survey / similar survey work – **10 points**

**Specific experience** in pavement construction engineering -5 years - **10 points**

| **Lab Technician**
*Academic qualification:* National Diploma in Civil Engineering |
<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>10</td>
<td>or equivalent</td>
</tr>
<tr>
<td>5</td>
<td>Specific experience in pavement construction engineering</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>years</td>
</tr>
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<table>
<thead>
<tr>
<th>TOTAL POINTS</th>
<th>100</th>
</tr>
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<tr>
<td>Minimum Technical Score</td>
<td>70</td>
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Only bidders with a technical score of 70 points and above out of the maximum possible 100 points shall be considered technically responsive, hence qualify for evaluation of their financial bid.

**Financial evaluation**

Comparison of prices will be done and the lowest evaluated bidder will be considered for award.

**Note**

Bidders are hereby notified that due diligence shall be carried out on the information provided by the bidder. Any false information provided will lead to automatic disqualification.
SECTION III: CONDITIONS OF CONTRACT, PART I – GENERAL CONDITIONS


The Conditions are subject to variations and additions set out in Part II hereof entitled “Conditions of Contract, Part II - Conditions of Particular Application”.

Subsequent and more recent editions of the FIDIC document may have their clause numbers different from those referred to in “Conditions of Contract, Part II - Conditions of Particular Application”. Cross-referencing will be done by way of relevant clause to equivalent clause as appropriate.

Note

i. The standard text of the General Conditions of Contract must be retained intact to facilitate its reading and interpretation by tenderers. Any amendments and additions to the General Conditions, specific to a given Contract, should be introduced in the Conditions of Particular Application or in the Appendix to Form of Tender.

ii. The Conditions of Particular Application take precedence over the General Conditions of Contract.

iii. Copies of the FIDIC Conditions of Contract can be obtained from:

   FIDIC Secretariat
   P.O. Box 86
   1000 Lausanne 12
   Switzerland
   Fax: 41 21 653 5432
   Telephone: 41 21 653 5003
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GENERAL
The Conditions of Contract Part II – Conditions of Particular Application, modify and compliment like-numbered clauses in the Conditions of Contract Part I – General Conditions. Both Parts shall be read together, with the Conditions of Particular Application prevailing in case of conflict or discrepancy. Clauses of the General Conditions not specifically modified and supplemented shall remain in effect.

Clause No.

Definitions and Interpretation

1.1 (a)(i) The said “Employer” shall be Kenya Airports Authority, Head Office, Airport North Road, P.O. Box 19001 – 00501, Nairobi, Kenya, represented by General Manager – Planning and Engineering Services.

(iv) The said “Engineer” shall be General Manager – Planning and Engineering Services or any other “Competent Person” appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. The “Competent Person” may be an individual(s), a consultancy firm, a Government Agency, or any combination of professionals to be appointed at the discretion of the Employer.

(b)(i) Insert in line 2 after “the Bills of Quantities”, the following, “the rates entered by the Contractor (whether or not such rate is employed in computation of the Contract Price)”.

Add the following sub-clause;

Engineer’s Duties and Authority

2.1 (b) The Engineer shall obtain specific approval of the Employer before taking any of the following actions specified in Part I:

(i) Consenting to the sub-letting of any part of the Works under clause 4.

(ii) Certifying additional cost determined under Clause 12

(iii) Determining an extension of time under Clause 44

(iv) Issuing a variation under Clause 51 except in an emergency situation as reasonably determined by the Engineer.

(v) Fixing rates or prices under clause 52

Assignment and Subcontracting

4.1 Delete the second and third sentence and substitute:
No single subcontract may be for more than 10 percent of the Contract Price nor shall the sum of all subcontracts exceed 25 percent of the Contract price. No one subcontractor may be awarded subcontracts to a total value greater than 10 percent of the Contract Price. All subcontracts greater than 2 percent of the Contract Price are to have the prior consent of the Engineer. The Contractor shall however, not required such consent for purchases of materials or to place contracts for minor details or for any part of the Works of which the manufacturer of supplier is named in the Contract. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

5  Contract Documents

5.1  (a)  The language governing this Contract shall be English.

The “Ruling Language” which shall be used to interpret this Contract shall be English. Communication between the Contractor and Engineer or Engineer’s representative shall be in English.

(b)  The law applicable to this Contract shall be the laws of the Republic of Kenya. Except to the extent otherwise provided by the Contract, the Kenyan courts shall have exclusive jurisdiction to hear and to determine all actions and proceedings in connection with and arising out of the Contract, and the Contractor shall submit to the jurisdiction of Kenyan courts for the purpose of any such actions and proceedings.

5.2  Delete the documents listed 1-6 and substitute:

(1)  The Contract Agreement;
(2)  The Notification of Award;
(3)  Tender and Appendix to Form of Tender;
(4)  The Conditions of Contract Part II;
(5)  The Conditions of Contract Part I (FIDIC);
(6)  The Special Specifications;
(7)  The Standard Specifications for Road and Bridge Construction, MOTC – 1986;
(8)  Clarifications and rectifications accepted by the Employer; and
(9)  The Drawings;
(10)  The priced Bills of Quantities; and
(11)  Schedules and other documents forming part of the Contract.

8.1  Add to sub clause 8.1 the following:
(a) Within 28 days after receipt of the Engineer’s order to commence the Works, the Contractor shall establish an office at the Site duly equipped for the Contractor’s representative and his supervisory personnel.

The Contractor shall maintain this office throughout the Contract period. The said office shall be the legal domicile of the Contractor, and all correspondence sent to this office shall be deemed to have been sent to the Contractor’s head office.

(b) A foreign Contractor or a Kenya-foreign joint venture, if not registered in Kenya under the applicable laws of Kenya, shall undertake registration upon receipt of the letter of acceptance and prior to signing of the Contract.

10.1 Performance Security

Sub-Clause 29.1 to 29.3

In lines 1, 2 and 3 delete the words “If the Contract... within 28 days” and substitute “The Contractor shall obtain a Performance Security within 28 days ........”

Add the following at the end of this Sub-Clause:-

The Performance Security shall be in any of the following forms:

(1) Cash
(2) A Bank Guarantee
(3) Such Insurance Company Guarantee as may be approved by the Authority

The amount of guarantee shall be as stated in the Appendix to Form of Tender.

In the case of a bank guarantee, it shall be issued either (a) by an established and reputable bank approved by the Employer and located in Kenya or a foreign bank through a correspondent established and reputable bank located in Kenya and approved by the Employer or (b) directly by a foreign bank acceptable to the Employer. The performance security shall normally be in the currency or currencies requested for payment by the Contractor and in the same proportions as those requested for payment in the Contract.

The performance security may, subject to the approval of the Engineer, be adjusted at the end of each period of 12 months to reflect the residual value of the Contract Works.
10.2 The performance guarantee shall be valid until a date 28 days after the date of issue of the Taking-Over Certificate. The security shall be returned to the Contractor within 28 days of the expiration.

10.3 Delete sub-clause 10.3

11.1 **Inspection of Site**

Add the words “and the Contractor shall be deemed to have based his tender on all the aforementioned” after the words “affect his tender”.

Delete the last paragraph completely and replace with the following:

“The Employer in no way guarantees completeness nor accuracy of the soil, materials, subsurface and hydrological information made available to the Contractor at the time of tendering or at any other time during the period of the Contract, and the Contractor shall be responsible for ascertaining for himself all information as aforesaid for the execution of Works and his tender shall be deemed to have been priced accordingly.

14.1 **Programme to be Submitted**

The time within which the Programme shall be submitted shall be twenty eight (28) days. This detailed Programme shall be based upon the programme submitted by the Contractor as part of his tender and shall, in no material manner, deviate from the said programme.

The Contractor shall allow in his Programme for the following 11 public holidays per calendar year in Kenya upon which the Contractor shall not be permitted to work:

- New Year’s Day (1st January)
- Good Friday
- Easter Monday
- Labour Day
- Madaraka Day (1st May)
- (1st June)
- Idd-Ul-Fitr
- Mashujaa Day
- Jamhuri Day
- Christmas Day
- Boxing Day (20th October)
- (12th December)
- (25th December)
- (26th December)
The Contractor should also allow per calendar year for a further 2 unspecified public holidays which may be announced by the Government of Kenya with no prior notification, and upon which he shall not be permitted to work.

14.2 Add the following at the end of this sub clause:

The Employer shall have the right to withhold payment at any time if the Contractor fails to submit the contractual construction programmes in accordance with sub clause 14.1 above or revise construction programmes due to his negligence, failure or omission.
14.3 **Cash Flow Estimate to be Submitted**

The time limit within which a detailed cash flow estimate is to be submitted shall be twenty eight (28) days.

In preparing the estimates, the Contractor shall make provision for Advance payment, repayment of advance, retention, payment for services provided by the Employer and timing implications of sub clause 60 – Certificates and Payments.

15 **Contractor’s Superintendence**

Add the following at the end of the first paragraph of sub-clause 15.1:

15.1 The Contractor shall, within seven (7) days of receipt of the Engineer’s order to commence the Works, inform the Engineer in writing, the name of the Contractor’s representative and the anticipated date of his arrival on Site.

Add the following sub-clause 15.2:

15.2 The Contractor’s agent or representative on the Site shall be an Engineer registered by the Engineer’s Registration Board of Kenya in accordance with the Laws of Kenya cap. 530 or have equivalent status approved by the Engineer and shall be able to read, write and speak English fluently.

16.2 **Engineer at Liberty to object**

At the end of this clause add “by a competent substitute approved by the Engineer at the Contractor’s own expense”.

The Contractor is encouraged to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications who are Kenyan citizens.

**Safety, Security and Protection of the Environment**

19.1 Add at the end of sub clause 19.1 the following: -

The formulation and enforcement of an adequate safety program shall be the obligation of the Contractor with respect to all the Works under this Contract, regardless of whether performed by the Contractor or his subcontractors.

The Contractor shall, within 14 days after commencement of the Works, meet the Engineer to present and discuss his plan for the establishment of such safety measures as may be necessary to provide against accidents, unsafe acts and so forth. Within 28 days after commencement of the Works, the Contractor shall submit a
written safety program to the Engineer covering the overall Works and based on the laws and regulations of Kenya. In addition, he shall prepare special safety programs for blasting and handling of explosives as stipulated in the General and Special Specifications.

Notwithstanding the foregoing, the Contractor shall observe the following measures with a view to reducing or eliminating adverse environmental effects by the Site Works:

(i) All queries and borrow pits shall be filled and landscaped to their original state after extraction of construction material.

(ii) Soil erosion due to surface runoff or water from culverts or other drainage structures should be avoided by putting in place proper erosion control measures that shall include, but not limited to grassing, planting of trees, gabions etc.

(iii) Long traffic diversion roads shall be avoided so as to minimize the effect of dust on the surrounding environment. In any case all diversions shall be kept damp and dust free at the Contractor’s expense.

(iv) Spillage of oils, fuels and lubricants shall be avoided and if spilt, shall be collected and disposed off in such a way as not to adversely affect the environment.

(v) Rock blasting near settlement areas shall be properly coordinated with the relevant officers of the Government so as to minimize noise pollution and community interference.

(vi) Dumping shall be done only at designated dumping areas and not haphazardly on surroundings.

Inspection of Works & Contractor’s Equipment

21.1 (a) Delete the first sentence of this clause and replace with the following:

“Prior to commencement of the Works the Contractor shall, without limiting his or the Employer’s obligations and responsibilities under Clause 20, insure to the satisfaction of the Employer.”

(b) Add the following words at the end of sub-paragraph (a) and immediately before the last word in (b)

“It being understood the insurance shall provide for compensation to be payable in the types and proportions of the currencies required to rectify the loss or damage incurred.”

In sub clause 21.1(b), delete the words “or as may be specified in Part II of these Conditions”.
21.2  (a) Delete the words “from the start of Work at the Site” and substitute with the words “from the first working day after the commencement date”

(c) Add the following sub-clause: “It shall be the responsibility of the Contractor to notify the insurance company of any change in the nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times during the period of the Contract”.

23.1  Third Party Insurance

Add the following at the beginning of this sub-clause:-

“Prior to commencement of the Works ………………………”

23.2  Minimum Amount of Insurance

Add the following at the end of this sub-clause:-

“ ………………. with no limits to the number of occurrences.”

25.1  Insert the words “as soon as practicable after the respective insurances have been taken out but in any case” before the words “Prior to the start of Work at the Site”

Add the following sub-clauses 25.5 to 25.7

25.5 Insurance Notices

Each policy of insurance effected by the Contractor for the purpose of the Contract shall include a provision to the effect that the Insurer shall have a duty to give notice in writing to the Contractor and Employer of the date when a premium becomes payable not more than thirty (30) days after the giving of such notice.

25.6  Re-insurance in Kenya

The risks against which the Contractor is obliged to insure under the Contract shall be insured through established and reputable companies approved by the Employer and located in Kenya and any cover against risks which the Contractor may enjoy shall be reinsured in Kenya by an approved Kenyan Insurance Company In respect of the Contractor’s obligations under the Contract.

25.7  It shall be the responsibility of the Contractor to notify the insurers under any of the insurances referred or event which by the terms of such insurances are required to be so notified and the Contractor shall indemnify and keep indemnified the Employer against all losses, claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or in consequence of any default by the Contractor in complying with the requirements of this sub clause whether as a result of avoidance of such insurance or otherwise.

26.  Compliance with Statutes, Regulations Add the following sub-clause 26.2;- The Employer will repay or allow to the Contractor all such sums as the Engineer shall certify to have been properly payable and paid by the Contractor in respect of such fees. Provided always that, without prejudice to sub clause, nothing contained in this
clause shall be deemed to render the Employer liable to all claims which may be considered to fall within the provisions of clause 22.1.

**Royalties**

28.2 Add the following at the end of this sub-clause;

“The Contractor shall also be liable for all payments or compensation, if any, that are levied in connection with the dumping of part or all of any such material.”

**Interference with Traffic and Adjoining Properties**

29.2 Add new sub-clause 29.2;

The Contractor shall reinstate all properties whether public or private which are damaged in consequence of the construction and maintenance of the Works to a condition at least equal to that prevailing before his first entry on them.

If in the opinion of the Engineer the Contractor shall have failed to take reasonable and prompt action to discharge his obligations in the matter of reinstatement, the Engineer will inform the Contractor in writing of his opinion, in which circumstances the Employer reserves the right to employ others to do the necessary work of reinstatement and to deduct the cost thereof from any money due or to become due to the Contractor.

The Contractor shall promptly refer to the Employer all claims, which may be considered to fall within the provisions of Clause 22.1.

**LABOUR**

34.2 **Conditions of Employment of Labour**

The Contractor shall be responsible for making all arrangements for and shall bear all costs relating to recruitment, obtaining of all necessary visas, permits or other official permission for movements of staff and labour.

34.3 **Fair Wages**

The Contractor shall, in respect of all persons employed anywhere by him in the execution of the Contract, observe and fulfill the following conditions:

(a) The Contractor shall pay the rates of wages, observe hours of labour and provide conditions, housing amenities and facilities not less favorable than those required by the Regulation of wages (Building and Construction Industry) Order 1998, and any subsequent amendments thereto, or in any ministry of labour or other government department in consultation with the district whose general circumstances in the trade or industry in which the Contractor is engaged are similar. The Contractor shall at all times during the continuation of the Contract display, for the information of his employees, a
notice setting out the general rates of wages, hours and conditions of labour of his employees and a copy of this clause.

(b) In the absence of any rates for wages, hours or conditions of labour so established, the Contractor shall pay rates or wages and observe hours and conditions for labour which are not less favourable than the general circumstances in the trade or industry in which the Contractor is engaged.

(c) Where the absence of established rates of wages, hours and conditions of labour or the dissimilarity of the general circumstances in the trade or industry in which the Contractor is engaged prevent the Contractor from observing rates of wages, hours and conditions of labour ascertained under sub-paragraph (a) or (b) above, the Contractor in fixing the rates of wages, hours and conditions of labour of his employees shall be guided by the advise of the labour department.

(d) The Contractor shall recognize the freedom of his employees to be members of trade unions.

(e) The Contractor shall maintain records of the times worked by, and the wages paid to his employees. The Contractor shall furnish to the Employer, if called upon so to do, particulars of the rates of wages, hours and conditions of labour as the employer may direct.

(f) The Contractor shall be responsible for observance by his sub-Contractors of the foregoing provisions.

34.4 Breach of Fair Wages Clause

Should a claim be made to the Employer alleging the Contractor’s default in payment of fair wages to any workman employed on the Contract and if proof thereof satisfactory to the Employer is furnished by the labour department, the Employer may, failing payment by the Contractor, pay the claims out of any monies due or which may become due to the Contractor under the Contract.

34.5 Recruitment of Unskilled Labour

Any additional unskilled labour which may be required by the Contractor for the Works and which is not in his employ at the time of the acceptance of the tender shall be recruited by the Contractor from the labour office nearest to the Site of the Works.

34.6 Compensation for injury

The Contractor shall, in accordance with the Workman’s Compensation Act Chapter 236 of the laws of Kenya and any other regulations in force from time to time in Kenya, pay compensation for loss or damage suffered in consequence of any accident or injury or disease resulting from his work to any workman or other person in the employment of the Contractor or any sub-contractor.

34.7 Labour Standards
a) The Contractor shall comply with the existing local labour laws, regulations and labour standards.

b) The Contractor shall formulate and enforce an adequate safety program with respect to all Work under this Contract, whether performed by the Contractor or his sub-contractors. The Contractor has assurance from the Employer of cooperation where the implementation of these safety measures requires joint cooperation.

c) Upon written request of the Employer the Contractor will remove or replace any of his employees employed under this Contract.

34.8 Recruitment

The Contractor shall not induce personnel of the Employer or the Engineer to leave their regular employment and shall not, without the prior consent in writing of the Employer, employ personnel who have resigned from such service within the preceding twelve months.

35 Add the following subclauses 35.2 and 35.3:-

35.2 The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means. The Contractor shall also notify the relevant authority(s) whenever such report is required by the law.

41.1 Commencement and Delays

Insert immediately after the word Works------ before the word --------after “on Site within 28 days” and

41.2 Definition of Commencement

For the purposes of this clause, the Works shall be deemed to have commenced when all of the following conditions are satisfied;

a) The approved competent and authorized agent or representative of the Contractor is resident in the project area and is giving his whole time to the superintendence of the Works.

b) The provision by the Contractor of evidence that all insurances required by the Contract are in force.

c) The Contractor has an established office in the project area with postal address for receipt of correspondence.

d) The principal items of constructional plant have been brought to Site and put to work in the execution of the permanent Works.
42.4 **Possession of Site and Access Thereto**

Add the following to this clause 42.4;

The Contractor shall not enter any part of the Site until he has requested and received permission to do so from the Employer or the Engineer.

The Contractor shall not use any portion of the Site for any purpose not connected with the Works.

44.1 Add at the end of sub-clause 44.1 the following:

Neither rains falling between 1st November and 31st December (inclusive) and between 1st February and 31st May (inclusive) nor floods caused by such rains shall be deemed exceptional weather conditions such as may fairly entitle the Contractor to an extension of time for the completion of the Work.

45 **Working Hours**

Delete sub-clause 45.1 and substitute:

“subject to any provision to the contrary contained in the Contract, the Contractor shall have the option to work continuously by day and by night and on locally recognized days of rest.

If the Contractor requests for permission to work by day and night and if the Engineer shall grant such permission, the Contractor shall not be entitled to any additional payment for so doing. All such work at night shall be carried out without unreasonable noise or other disturbance and the Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out night work and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in regard or in relation to such liability. In addition, the Contractor shall be required to provide, for any work carried out by night or recognized days of rest, adequate lighting and other facilities so that the Work is carried out safely and properly.

In the event of the Engineer granting permission to the Contractor to work double or rotary shifts or on Sundays, the Contractor shall be required to meet any additional costs to the Employer in the administration and supervision of the Contract arising from the granting of this permission.

47.2 **Reduction of Liquidated Damages**

There shall be no reduction in the amount of liquidated damages in the event that a part or a section of the Works within the Contract is certified as completed before the whole of the Works comprising that Contract.

No bonus for early completion of the Works shall be paid to the Contractor by the Employer.
The sum stated in the Appendix to Form of Tender as liquidated damages shall be increased by a sum equivalent to any amount payable by the Employer to the Contractor under clause 70.1 in respect of an increase in costs in such period that would not have been incurred by the Contractor if the Works had been completed by the due date for completion prescribed by clause 43.

**Defects Liability**

49.2 Add at the end of this sub-clause the following sentence:

Any work ordered to be executed under this clause shall be done at a time and in a manner as directed by the Engineer so as to interfere as little as possible with the operations of the Employer or of other contractors and no extension(s) of the defects liability period will be allowed for the execution of this Work.

Add the following sub-clause 49.5 to this Clause:

**Variations**

52.1 Add the following final sentence to this subclause:

The agreement, fixing or determination of any rates or prices as aforesaid shall include any foreign currency and the proportion thereof.

52.4 **Daywork**

Add the following at the end of this sub-clause:

The Work so ordered shall immediately become part of the Works under the Contract. The Contractor shall, as soon as practicable after receiving the Daywork Order from the Engineer undertake the necessary steps for due execution of such Work. Prior to commencement of any work to be done on a Daywork basis, the Contractor shall give a notice to the Engineer stating the exact time of such commencement.

**Plant, Temporary Works and Materials**

Delete Sub-Clauses 54.3 to 54.4 entirely.

For the purpose of these Clauses, the term “Equipment” shall be read as “Contractor’s Equipment” where the context so requires.

54.1 Line 5: - Add “written” between “the” and “consent”.

**Quantities**

55.1 Delete sub-clause 55.1 and substitute with the following;

The quality and quantity of the Work included in the Contract Price shall be deemed to be that which is set out in the Contract Bills. The Bills, unless otherwise expressly stated therein, shall be deemed to have been prepared in accordance with the
principles of the latest edition of the Civil Engineering Standard Method of Measurement.

Any error in description or in quantity or any omission of items from the Contract Bills or Specifications shall not vitiate this Contract but shall be corrected and deemed to be a variation required by the Engineer. Subject to the foregoing, any error whether arithmetical or not in the computation of the Contract Price shall be deemed to have been accepted by the parties hereto.

The Contract Price shall not be adjusted or altered in any way whatsoever otherwise than in accordance with the express provisions of these Conditions.

55.2 Add as a new sub-clause:

“Items of Work described in the Bills of Quantities for which no rate or price has been entered in the Contract shall be considered as included in other rates and prices in the Contract and will not be paid for separately by the Employer.

**Measurement**

56.1 Delete sub clause 56.1 and replace with the following:-

The Contractor shall prepare and submit to the Engineer all necessary field notes and other records taken and computations made for the purpose of quantity measurements, of which the forms shall be approved by the Engineer, for the monthly progress payment under clause 60. The measurement of work quantities made by the Contractor shall be verified and certified by the Engineer based on the above-mentioned documents.

The Contractor shall furnish all personnel, equipment and materials to make such surveys and computations as necessary to determine the quantities of work performed. Unless otherwise prescribed in the specifications or the drawings, all measurements for payment shall be made by the dimensions, lines and grades as shown on the drawings or by direct survey of which the methods shall be approved by the Engineer.

The documents submitted for measurement and payment shall become the property of the Employer and shall be used to the extent necessary to determine the monthly progress payment to be made to the Contractor under the Contract. Direct survey, if done, shall be subject to checking and verification by the Engineer and all errors in the said survey work and related computations as found during such checking shall be immediately corrected by the Contractor.

57.1 Delete sub clause 57.1 and substitute with the following:-

The Works shall be measured net with deductions made in accordance with the principles of the latest edition of the Civil Engineering Standard Method of Measurement. All measurements shall be given in metric (SI) units.
PROVISIONAL SUMS

58.4 **Prime Cost sum**

Wherever an item in the Bills of Quantities has been referred to as a “P.C. Sum” (Prime Cost Sum), that item shall be construed as a Provisional sum and the provisions of Sub-clauses 58.1 to 58.3 will apply.

59.5 Add the following paragraph at the end of sub clause 59.5:-

If the Engineer desires to secure final payment to any nominated sub-contractor before final payment is due to the Contractor and if such sub-contractor has satisfactorily indemnified the Contractor against any latent defects, the Engineer may, in an interim certificate, include an amount to cover the said final payment, and thereupon the Contractor shall pay to such nominated sub-contractor the amount so certified. Upon such final payment, the amount named in the Appendix to Form of Tender as Limit of Retention Money shall be reduced by the sum which bears the same ratio to the amount as does the subcontract and sub-contractor shall be discharged from all liability for the Work, materials or goods executed or supplied by such subcontractor under the Contract to which the payment relates.

**Certificates and Payment**

Delete Sub-clauses 60.1 to 60.10 entirely and substitute with the following:-

60.1 **Advance Payment**

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

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

b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or of a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.

c) Reimbursement of the advance shall be effected by deductions from monthly interim payments.

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

The amount to be repaid by way of successive deductions shall be calculated by means of the formula:
\[ R = A \left( x^1 - x^{11} \right) \times 80 - 20 \]

Where:

- \( R \) = the amount to be reimbursed
- \( A \) = the amount of the advance which has been granted
- \( x^1 \) = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.
- \( x^{11} \) = The amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80% but not less than 20%.

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

60.2 **Interim Payment Certificate**

The Contractor shall submit to the Engineer, in the manner required by the Engineer after the end of each month a statement showing the estimated total value of permanent Work properly executed and materials or goods for permanent works brought to Site up to the end of the previous month (if the value shall justify the issue of an interim certificate) together with any adjustments under clause 70 and any outstanding claims and sums the Contractor considers may be due to him. The Contractor shall amend or correct his estimate as directed by the Engineer and the latter shall not accept it until he is satisfied that it is fair and reasonable.

With respect to the said materials and goods, no payment for them shall be made unless;

(i) The materials are in accordance with the specifications for the Works;

(ii) The materials have been delivered to Site and are properly stored and protected against loss, damage or deterioration;

(iii) The Contractor’s record of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records are available for inspection by the Engineer;

(iv) The Contractor has submitted a statement of his cost of acquiring and delivering the materials and goods to the Site, together with such documents as may be required for the purpose of evidencing such cost;

(v) The materials are to be used within a reasonable time.

The Contractor will be paid on the certificate of the Engineer the amount due to him on account of the estimated total value of the permanent Work executed up to the end of the previous month together with such amount (not exceeding 75% of the value) as the Engineer may consider proper on account of materials and goods for permanent Work delivered by the Contractor on Site and in addition, such amount
as the Engineer may consider fair and reasonable for any Temporary Works for which separate amounts are provided in the Bill of Quantities, all of which shall be subject to a retention of the percentage named in the Appendix to Form of Tender until the amount retained (hereinafter and in all Contract documents called the “Retention Money”) shall reach the “Limit of Retention Money” named in the said Appendix. Provided always that no interim certificate shall be issued for a sum [such sum always being the net amount thereof after all deductions for retention etc] less than that named in the Appendix to Form of Tender as “Minimum Amount of Interim Certificate” at one time.

Within 14 days after receiving a statement from the Contractor as aforesaid, and subject to the Contractor having made such further amendments and corrections as the Engineer may require, the Engineer shall issue a Certificate of Payment to the Employer showing the amount due, with a copy to the Contractor.

The Engineer shall not unreasonably withhold certifying an Interim Payment Certificate and where there is a dispute regarding an item for payment, the Engineer may delete this disputed item from the Interim Payment Certificate and certify the remainder for payment provided the said payment is in accordance with the preceding paragraph. In cases of difference in opinion as to the value of any item, the Engineer’s view shall prevail.

60.3 **Final Account and Final Payment Certificate**

As soon as possible after the issue of Taking Over Certificate or the termination of the Contract and not later than the time of issue of Defects Liability Certificate, the Contractor shall prepare and submit to the Engineer (with a copy to the Employer), a Statement of Final Account showing in detail the total value of work done in accordance with the Contract together with all sums paid in previous payments. Within thirty(30) after receipt of such further information as may be reasonably required from the Contractor for its verification, the Engineer shall check the said statement, prepare and submit a Final Payment Certificate to the Employer (with a copy to the Contractor).

The Final Payment Certificate shall state;

(a) The (final) total value of all Work done in accordance with the Contract;

(b) After giving credit to the Employer for all amounts previously paid to the Contractor, the balance, if any, due from the Employer to the Contractor or the Contractor to the Employer, as the case may be.

Unless the Contractor notifies the Engineer of his objection to the Final Payment Certificate within twenty eight [28] days of delivery thereof, he shall be deemed to have agreed that he accepts the total Contract Price as set out in the Final Payment Certificate as full settlement for all work done under the Contract including any claims, variations and omissions thereof.
However, a Final Certificate of Payment shall not be conclusive:

a) to the extent that fraud or dishonesty relates to or affects any matter dealt with in the Certificate, or

b) if any arbitration or court proceedings under the Contract have been commenced by either party before the expiry of 84 days after the issue of the Final Certificate of Payment.

60.4 Payment of Certificates

Payment upon each of the Engineer’s Certificates for Interim Payments shall be made by the Employer within the time stated in the Appendix to Form of Tender from the date of issue of each Certificate of Payment.

Payment upon the Engineer’s Final Payment Certificate shall be made by the Employer within the time stated in the Appendix to Form of Tender from the date of issue of the Final Certificate of Payment signed by the Engineer and countersigned by the Contractor or his authorised agent or representative.

Making of a payment by the Employer shall be considered to have been duly executed on the day that the Employer has issued a cheque.

60.5 Payment of Retention Money

One half of the retention money shall become due upon the issue of a Taking – Over Certificate and shall be paid to the Contractor when the Engineer shall certify in writing that the last section of the whole of the Works has been substantially completed and the other half shall be paid to the Contractor after the expiration of the Defects Liability Period and the issue of a Certificate under Clause 62. Provided always that if such time there shall remain to be executed by the Contractor any Works ordered during such period pursuant to Clauses 49 and 50 thereof, the Employer shall be entitled to withhold payment [until the completion of such Works] of so much of the second half of the Retention Money as shall in the opinion of the Engineer represent the Costs of the Works so remaining to be executed.

Provided further that in the event of different Defects Liability Periods having become applicable to different parts of the Works pursuant to clause 48 hereof the expression “expiration of the Defect Liability Period” shall for the purpose of this Sub-clause be deemed to mean the expiration of the latest of such periods.

60.6 Currency of Payment

The Contract price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya shillings and foreign currency(s) in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate[s] of exchange for the calculation of the amount of foreign currency payment[s] shall be the rate of exchange indicated in the Tender. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services, the Employer reserves the
right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services.

The Employer and the Engineer shall be notified promptly by the Contractor of any changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Statement of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.

60.7 **Overdue Payments**

Unless otherwise stated in the appendix interest shall be paid on the overdue amounts and the interest to be paid shall be in accordance with prevailing commercial bank rates.

60.8 **Correcting and With-holding**

The Engineer may by any interim certificate or through the final account make any correction or modification to any previous certified sum and shall have authority, if any work or part thereof is not being carried out to his satisfaction, to omit or reduce the value of such work in any Interim Payment Certificate.

60.9 **Completion by Sections.**

If a Taking-Over Certificate shall be issued for any section or part of the Works separately, the payments herein provided for on or after issue of such a Certificate shall be made in respect of such section or part and references to the Contract Price shall mean such part of the Contract Price as shall in the absence of agreement be apportioned thereto by the Engineer.

60.10 **Proportion of Foreign Currency**

Subject to the provision of sub clause 60.5 the proportion of foreign currency in any amount due to the Contractor or Employer shall be determined in the following manner: -

a) For all measured Work, the percentages of foreign currency for the appropriate section of the Bill of Quantities as stated in the schedule of foreign currency requirements shall be applied.

b) Variations in the cost of imported materials shall be paid in foreign currency.

c) Variations in the cost of locally purchased materials and those due to changes of legislation shall be paid in local currency.

d) For Day works labour and plant, the respective percentages of foreign currency stated in the schedule shall be applied.

e) For Day works materials and materials on site, payment in foreign currency will only be made for imported materials.
f) The provisions for the deduction and release of Retention Money and the payment of interest shall be applied similarly to both the local and foreign portions.

g) The advance mobilization loan, its repayment thereof and liquidated damages shall all be apportioned on the basis of the ration between local and foreign currency indicated in the Contract Price.

h) In the event that the payment is for an item not covered in the foregoing paragraphs, the Engineer shall determine the proportion of foreign and local currency based on the information given in the Schedule of Foreign Currency Requirements, together with any additional information he may request the Contractor to provide.

60.11 Statement at Completion

Not later than 14 days after the issue of the Taking-Over Certificate in respect of the whole of the works, the Contractor shall submit to the Engineer a statement at completion showing in detail, in a form approved by the Engineer;

(a) The final value of all work done in accordance with the Contract up to the date stated in such Taking-Over Certificate.

(b) Any further sums which the Contractor considers to be due; and

(c) An estimate of amounts, which the Contractor considers, will become due to him under the Contract.

Estimate amounts shall be shown separately in the Statement at Completion. The Contractor shall amend and correct the Statement as directed by the Engineer who shall issue a Certificate at Completion to be processed in accordance with sub-clause 60.4.

60.12 Final Statement

Not later than 56 days after the issue of the Defects Liability Certificate, the Contractor shall submit to the Engineer for consideration a draft final statement with supporting documents showing in detail, in the form approved by the Engineer;

(a) The final value of all work done in accordance with the Contract;

(b) Any further sums which the Contractor considers to be due to him.

If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonable require and shall make such changes in the draft as may be required.

60.13 Discharge

Upon submission of the Final Statement, the Contractor shall give to the Employer, with a copy to the Engineer, a written discharge confirming that the total of the Final Statement represents full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract.
Provided that such discharge shall become effective only after payment under the Final Payment Certificate issued pursuant to Sub-clause 60.14 has been made and the Performance Security referred to in Sub-clause 10.1 has been returned to the Contractor.

60.14 Final Payment Certificate

Upon acceptance of the Final Statement as given in Sub-clause 60.12, the Engineer shall prepare a Final Payment Certificate which shall be delivered to the Contractor’s authorized agent or representative for his signature. The Final Payment Certificate shall state:

(a) The final value of all work done in accordance with the Contract;

(b) After giving credit to the Employer for all amounts previously paid by the Employer, the balance, if any, due from the Employer to the Contractor or the Contractor to the Employer as the case may be Final Certificate shall be issued for any sum due to the Contractor even if such is less than the sum said named in the Appendix to the Form of Tender.

60.15 Cessation of Employer’s Liability

Unless the Contractor notifies the Engineer of his objection to the Final Certificate within fourteen days of delivery thereof he shall be deemed to have agreed that he accepts the total Contract Price as set out in the Final Certificate as full settlement for all work done under the Contract including any variations and omissions thereof.

62.1 Defects Liability Certificate

Delete the last sentence of this Sub-Clause beginning “Provided that the issue..........................in Sub-Clause 60.3”.

Remedies

63.4 Assignment of Benefit of Agreement

Add the following at the end of this sub-clause:-

“But on the terms that a supplier or sub-contractor shall be entitled to make any reasonable objection to any further assignment thereof by the Employer and the Employer may pay the supplier or sub-contractor for any such materials supplied or Works executed under such agreement, whether the same be assigned as aforesaid or not, before or after the said determination, the amount due by such arrangement in so far as it has not already been paid by the Contractor”.

65 Special Risks

Add sub clause 65.9 as follows:
(a) In the event of the Employer unilaterally ordering the final cessation of performance of the Contract for reasons not specified elsewhere in the Conditions of Contract the Contract shall be considered to be frustrated and the Contractor shall be indemnified as provided for under clause 65.1.

(b) In the event of the Employer ordering the adjournment of the Contract before or after commencement of the Works for reasons not specified elsewhere in the Conditions of Contract, the Contractor shall be entitled to indemnity for any injury which he may have suffered as a consequence of such adjournment. The Engineer shall award the Contractor payment of such sum as in his opinion shall be reasonable giving regard to all material and relevant factors including the Contractor’s on costs and overheads, and the nature of the instruction to adjourn the Contract.

**Settlement of Disputes**

67.3 **Arbitration**

For the purposes of this Clause, the Arbitrator shall be a person to be agreed between the parties or failing agreement, the Arbitrator shall be appointed by the appointer designated in the Appendix to the Form of Tender.

Add the following paragraph after the last paragraph of sub-clause 67.3:

Arbitration shall take place in Nairobi, Kenya. The language of all arbitration proceedings shall be in English. The cost of arbitration shall be apportioned by the Arbitrator according to his findings.

**Notices**

68.1 Add the following at the end of this subclause:-

Notwithstanding the foregoing, the Contractor shall either maintain an address close to the Works or appoint an agent residing close to the Works for the purpose of receiving notices to be given to the Contractor under the terms of the Contract. This obligation shall be terminated upon the issue of the Certificate of Completion.

68.2 Delete the words “nominated for that purpose in Part II of these Conditions” in this sub-clause.
Default of Employer

69.1

In paragraph (a) of this Sub-Clause, delete the words “within 28 days of expiry of the time stated in Sub-clause 60.10” and insert “within 56 days after the expiry of the time stated in Sub-Clause 60.4”.

69.4

Contractor’s Entitlement to Suspend Work

Delete the first four lines of this Sub-Clause and replace with the following:-

“Without prejudice to the Contractor’s entitlement to interest under Sub-clause 60.7 and to terminate his employment under Sub-Clause 69.1, the Contractor may, if the Employer fails to pay the Contractor the amount due under any certificate of the Engineer within 56 days after the expiry of the time stated in Sub-Clause 60.4.....”

Delete sub-clause 69.4 (b) and substitute with the following——“the amount of such cost, which shall be added to the Contract Price. However, the costs due to idle time for plant, equipment and labour shall not be included in the said costs and shall be borne by the Contractor.

69.5

Resumption of Work

In line 3 of this Sub-Clause delete the Words “Sub-Clause 60.10” and replace with “Sub-Clause 60.7”

Changes in Cost and Legislation

70.1

Delete the sub-clause 70.1 in its entirety and substitute with the following:-

“The Contract Price shall be deemed to have been calculated in the matter set below and shall be subject to the adjustment in the event specified hereunder:

(a) The rates contained in the priced Bill of Quantities are based upon the rates of wages and other emoluments and expenses applicable at the site and the date of tender pricing (as defined in sub-clause 70.4 hereinafter);

(b) If the said rates of wages and other emoluments and expenses shall be increased or decreased by act, statute, decree, regulation and the like after the said date of tender pricing then the net amount of increase the emoluments and expenses shall, as the case may be, paid to or allowed by Contractor;

(c) The rates contained in the price Bill of Quantities are based upon the rates of the Contractor’s compulsory contributions payable at the date of tender under or by virtue of any Act, Statute, Regulations and the like applicable at the site;
(d) If any of the said rates of contribution becomes payable after that date then the net amount of new statutory contribution becomes payable after that date then the net amount of increase or decrease of the emoluments and expenses shall, as the case may be, be paid to or allowed by the Contractor. Difference between what the Contractor actually pays in respect of work people engaged upon or in connection with the works and what he would have paid in respect of such person had any of the said rates not been increased or decreased or had a new contribution not become payable as aforesaid, shall as the case may be, be paid to or allowed by the Contractor. Provided always that the Engineer and the Contractor may agree a sum, which shall be deemed to be the net amount of the aforesaid difference, and such sum shall be deemed for the purpose of this Contract to be, that which is to be paid to or allowed by the Contractor by the virtue of this sub-paragraph;

(e) If the market price or any materials or goods specified as aforesaid shall be increased or decreased after the said Date of Tender Pricing, then the net amount of difference between the basic price and the market price payable by the Contractor and current when any such goods and materials are bought shall, as the case may be, be paid to or allowed by the Contractor. Orders for materials and goods listed as aforesaid shall have been placed within a reasonable time after the date at which sufficient information is available for the placing of such orders, and the placing of orders at that time shall be a condition precedent to any payments being made to the Contractor in respect of increased market prices.”

Substitute and add the following sub-clauses:

70.2 (a) If the Contractor shall decide subject to Clause 4 thereof to sub-let any portion of the work he shall incorporate in the sub-contract provisions to the like effect as those contained in sub-clause (1) of this Clause;

(c) If the price payable under a sub-contract as aforesaid is increased above or decreased below the price in such sub-contract by reason of the operation of the incorporated provisions of sub-clause (1) of this clause then the net amount of such increase or decrease shall as the case may be, be paid to or allowed by the Contractor under this Contract.

70.3 The expression “the date of tender pricing” as used in this Clause means the date 28 days prior to the final date for submission of Tenders as determined by the Employer in the Tender documents.

70.4 For imported materials, the supplier’s/manufacturer’s Prime costs shall be C.I.F. cost at point of entry by the same means of transport as determined by the Contractor’s Basic Rate.

For locally produced materials, the supplier’s or manufacturer’s prime costs shall be at their nearest depot or the nearest railway station relevant to the works.

For materials, which are subject to Government Price Control, payments for price variations will be determined from the difference between the control price in force
at a date 28 days prior to date for submission of Tenders and the price in force on the date of purchase.

70.5 Variation of prices for materials is not applicable to this Contract.

70.6 The Contractor shall not change the supplier or manufacturer during the Contract without the approval of the Engineer.

70.7 No payments will be made for price variation related to expenses incurred by the Contractor in his Head Office in Kenya, or overseas.

70.8 All payments made pursuant to Clause 70 shall be in Kenya Shillings.

70.9 No payments will be made for the cost of preparing VOP claims.

70.10 Add the following at the end of this clause.

“Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited as aforesaid if the same shall already have been taken into account in accordance with the provisions of sub-clause 70.1”.

ADDITIONAL CLAUSES

Clause 73 Declaration Against Waiver

The condoning by the Employer of any breach or breaches by the Contractor or any authorized sub-contractor of any of the stipulations and Conditions contained in the Contract shall in no way prejudice or affect or be construed as a waiver of the Employer’s rights, powers and remedies under the Contract in respect of any breach or breaches as aforesaid.

Clause 74 Bribery and Collusion

The Employer shall be entitled to determine the Contract and recover from the Contractor the amount of any loss resulting from such determination if the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement of regard for doing or fore bearing to do or for having done or fore borne to do any action in relation to obtaining or the execution of the Contract or any other contract with the Employer or if any of the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) or if the Contractor shall have come to any agreement with another contractor or number of contractors whereby an agreed quotation or estimate shall be tendered to the Employer by one or more contractors.

Clause 75 Contract Confidential

The Contractor shall treat the Contract and everything in connection therewith as private and confidential. In particular, the Contractor shall not publish any information, drawings or photographs concerning the Works in
any trade or technical paper etc, and shall not use the Site for the purpose of advertising except with the written consent of the Engineer and subject to such conditions as the Engineer may prescribe.

**Clause 76  Employer’s Officials etc., Not Personally Liable**

No official of the Employer or the Engineer or the Engineer’s Representative or anyone of their respective staffs or their employees shall be in any way personally bound or liable for the acts or obligations of the Employer under the Contract or answerable for default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

**Clause 77  Taxes and Duties**

(1) The Contractor shall list in his tender the plant and vehicles which he intends to import for the execution of the Works. The Engineer will consider the list in the context of the program of the Works and will give his approval subject to any modifications that he may see fit to make. No appeal against the Engineer’s decision shall be permitted.

The Contractor will be permitted to import approved plant and vehicles required for the execution of the Works on the basis of temporary admission into Kenya and re-export thereafter upon completion of the Contract without payment of customs duties and Value Added Tax for them. If the plant and equipment shall not be re-exported, duties and taxes shall then be paid based upon their residual value at the date of completion of the Contract, or the date of withdrawal from the Works, if earlier. Plant and vehicles so imported shall not be utilized on other works not associated with the Contract unless specifically authorized by the Engineer.

(2) The Contractor will be permitted to import approved spare parts, tires and tubes without payment of customs duty and Value Added Tax for maintenance of any imported vehicles and plant as provided in sub-clause 77.1 above, within a financial limit indicated by himself. However, this limit will not exceed 15% of the Contract Price excluding Contingencies.

(3) All materials approved by the Engineer to be incorporated into the Works or temporary works, and whose importation into Kenya is agreed to be essential shall be free of customs duties and Value Added Tax. The Contractor shall submit a list of such materials required with the tender. The Contractor shall be required to satisfy the Engineer that such materials have actually been incorporated into the Works.

Items produced in Kenya will not be permitted to be imported without payment of customs duty and Value Added Tax.

Items produced in Kenya shall mean commercially recognized goods or products that are either mined, grown, manufactured, processed or assembled (whether the components are imported or not) in Kenya.

(4) Value Added Tax (VAT) - The Contractor’s attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1st September,
1993 which requires payment of VAT on all contracts. The tenderer is advised that in accordance with prevailing Legislation, the Contractor must remit VAT to the Commissioner of VAT as required. The Contractor should therefore include this tax in the Grand summary page as indicated herein.

(5) National Construction Authority (NCA) Levy - The Contractor’s attention is further drawn to Legal Notice No. 74 Clause 25 which requires owners of any works to pay a construction levy of 0.5% of the value of the contract sum in respect of any works whose value exceeds five million shillings. The contractor should therefore allow for this levy in the Grand Summary page as indicated, if the tendered amount exceeds five million shillings.

Clause 78 Joint Ventures

78.1 If the Contractor is a joint venture, all partners of the joint venture shall be jointly and severally liable to the Employer for the execution of the entire Contract in accordance with its terms and Conditions.
V) SPECIFICATIONS

GENERAL SPECIFICATIONS

The Specifications for the works shall be the Ministry of Roads & Public works
STANDARD SPECIFICATIONS FOR ROAD BRIDGE CONSTRUCTION (1986) as amended
herein by the Special Specifications

SPECIAL SPECIFICATIONS

The Special Specifications takes precedence in case there is inconsistency with the Standard
Specifications.

General

Clause 101: The site of the works is at Nairobi County.

Location:
The proposed works are located approximately six kilometers from
Nairobi Town off the Mombasa road.

Clause 102: SCOPE

The works will include but not limited to;

(a) Civil works for the yard pavement
(b) Drainage channel for the pavement
(c) Building works
(d) Electro mechanical works
(e) Electrical works.
(f) Pavement marking.
(g) Preliminary items for mobilization, among others.

Clause 117: Add sub-clause 117 (l)

In addition to providing, equipping and maintaining adequate first aid
stations throughout the works in accordance with the Laws of Kenya.
The Contractor shall allow for this in the rates and be responsible for
all site welfare arrangements at his own cost.

Non-interference with Aircraft Movements and Safety
Precautions
I. The contractor shall ensure that neither his own operations, nor those of his Subcontractor(s), and no trespass by his employee shall interfere with the operations of aircraft using the airfield, and shall at all times maintain close liaison with the Designated Safety Officer.

II. The contractor shall ensure that the airfield service and emergency roads are maintained in open and serviceable conditions at all times.

III. The contractor shall ensure that the works are carried out in such a manner that they do not present hazardous conditions to aircraft.

IV. The contractor shall allow in his rates for all inconvenience or delay caused by air movements and for all costs which may be carried by him in complying with the requirement for this specification. No claim shall be allowed or delays resulting from abnormal or increased aircraft movements during the contract period.

V. Flying operations and aircraft ground maneuvering operation will continue throughout the entire period of the contract. The contractor shall comply strictly with all regulations and instructions of Airport Authorities in respect of all or any of the Contractor’s operations that may take place upon or in any way affect operations at the airfield as if the said regulations and instructions were of statutory effect in Kenya.

VI. The contractor shall be responsible for ascertaining the nature and effect of all such regulations and instructions and shall be deemed at all times to have full knowledge thereof.

VII. No person who is deficient in eyesight or hearing shall be employed on the works and all safety regulations for the time being in force at the above are to be brought to the notice of all persons employed on the works and to be strictly complied with.

Clause 301: Setting out

(a) General

Add the following paragraph

“As soon as the letter of commencement is issued by the Engineer and prior to detailed setting out of the works, the Contractor shall carry out detailed topographic survey of the oil marketers yard using a total station to enable preparation of contour map at interval of 200 mm. The Contractor shall provide to the Engineer 2 hard copies of a topographic map on size A0 paper and a soft copy of the survey data. Within 28 days
of receipt of the soft copy of the survey data the Engineer shall provide the Contractor with sufficient basic information to enable the Contractor to set out the works.”

Clause 503 (a) Hard material

Replace item (iii) with (rated 200 hp and over)

Clause 1011: The contractor shall in addition to providing for complying with the provisions for method A also provide for the following in his rates:

(i) Identify, procure and clear site in accordance with section 4 of the specifications

(ii) Remove the top soil from the borrow area in accordance with section 4 of the specifications

(iii) Construct and maintain access road to the borrow area

(iv) Remove top soil or overburden in accordance with section 5 of the specifications

No overhaul will be paid for separately and Tenderers are to include it in their rates.

Clause 1209: No overhaul will be paid for separately and Tenderers are to include it in their rates.

Hand packed Stone Sub-base

Stabilised Gravel Base

Concrete Class 35.
A list of Contract drawings

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<tr>
<th>Dwg. No</th>
<th>Description</th>
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<td>The oil marketer yard at lane to JKIA airside layout</td>
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<tr>
<td>2.</td>
<td>Proposed pavement layering.</td>
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</tbody>
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NOTES FOR PREPARING BILLS OF QUANTITIES

1.0 Preamble To Bill of Quantities

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Technical Specifications, and Drawings.

2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.

3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.

4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.

6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.

7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer.

8. The method of measurement of completed work for payment shall be in accordance with Standard Specification for Road & Bridge Construction of the Ministry of Roads & Public Works.

9. Errors will be corrected by the Employer for any arithmetic errors in computation or summation as follows:

   (a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and

   (b) Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as
quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.

10. Rock is defined as all materials that, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake hp with a single, rear-mounted, heavy-duty ripper.

B. Brief Scope of Work Items

1. The Bill of Quantities enumerates the entire scope of works.

   Prices shall be inclusive of all incidental costs such as setting out, excavation, erection, security, transport and profit.

2. Bidders shall price the Bill of Quantities in local currency only.

C. Dayworks Schedules

General

1. Work shall not be executed on a daywork basis except by written order of the Engineer. Bidders shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Summary Total Bid Amount.

Daywork Labour

2. In calculating payments due to the Contractor for the execution of daywork, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of daywork to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.

3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on daywork, calculated at the basic rates entered by him in the Schedule of Daywork Rates for Labour which shall be deemed to cover the Contractor’s profit, overheads, superintendence, liabilities, and insurances and allowances to labour, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of stagings, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor’s staff, foremen, and other supervisory personnel; and charges incidental to the foregoing. Payments under this item shall be payable in local currency only.

Daywork Materials
1 (i) The “Daywork Schedule” has been provided for where the likely incidence of unforeseen work cannot be covered by definitive descriptions and approximate quantities in the Bill of Quantities.

(ii) The total amount assigned to the dayworks shall be regarded as a Provisional Sum for contingencies to be expended under the direction and at the discretion of the Engineer.

4 The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labor costs as detailed heretofore), at the basic rates entered by him in the Schedule of Daywork Rates for Materials, together with an additional percentage payment on the basic rates to cover overhead charges and profit. The Contractors price shall be deemed to include invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site. The cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labor and Construction in this schedule. The rates shall be stated in local currency.

Daywork Contractor’s Equipment

5 The Contractor shall be entitled to payments in respect of Contractor’s Equipment already on Site and employed on daywork at the basic rental rates entered by him in the Schedule of Daywork Rates Contractor’s Equipment / Plant. Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment. The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labour.

6. In calculating the payment due to the Contractor for Contractor’s Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the traveling time from the part of the Site where the Contractor’s Equipment was located when ordered by the Engineer to be employed on daywork and the time for return journey thereto shall be included for payment.

7 The basic rental rates for Contractor’s Equipment employed on daywork shall be stated in local currency and payments to the Contractor will be made in local currency.
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Rates (KSH)</th>
<th>Amount (KSH)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>BILL 1: GENERAL.</strong></td>
<td></td>
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</tr>
<tr>
<td>01</td>
<td>Prime cost sum for mobilization/demobilization of construction equipment Asphalt paver, Compaction Roller, Grader, Excavator, Concrete mixer, Tipper, Water bowser per unit for the duration of the Contract.</td>
<td>Sum</td>
<td></td>
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<tr>
<td></td>
<td><strong>BILL 4: SITE CLEARANCE AND TOPSOIL STRIPPING .</strong></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>02</td>
<td>Clear site including removal of trees, hedges, bushes, vegetation and other deleterious materials grub up roots and backfill to 100% MDD (AASHTO T99) in accordance with the specifications and as directed by the Engineer.</td>
<td>Ha</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>Removal of topsoil to a maximum depth of 150mm in accordance with the specifications and as directed by the Engineer.</td>
<td>M³</td>
<td>1013</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td><strong>BILL 5: EARTHWORKS.</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>05</td>
<td>Cut to spoil in hard material.</td>
<td>M³</td>
<td>2376</td>
<td></td>
<td></td>
</tr>
<tr>
<td>06</td>
<td>Overhaul</td>
<td>M³. km</td>
<td>2376</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07</td>
<td>Compact the top 150mm layer of existing ground fills and cuts to 95% MDD (AASHTO T99)</td>
<td>M³</td>
<td>792</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td><strong>BILL 8: CULVERTS AND DRAINAGE WORKS.</strong></td>
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<tr>
<td>15</td>
<td>Excavate in any material provided and make a 300x300x75mm thick steel grated covered concrete Class 25/20 drainage channel as directed by the Engineer.</td>
<td>M</td>
<td>140</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td><strong>BILL 12: NATURAL MATERIAL BASE AND BASECOURSE.</strong></td>
<td></td>
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</tr>
<tr>
<td>06</td>
<td>Provide, lay and compact hand packed stone material including filling of voids with stone dust as directed by the Engineer.</td>
<td>M³</td>
<td>1584</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>BILL 14: CEMENT AND LIME TREATED MATERIAL</strong></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>01</td>
<td>Provide, transport to site and spread cement on natural gravel or GCS material for base or subbase as specified and as directed by the Engineer at 30-50kg/m³</td>
<td>Tonne</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>Allow for mixing in cement and/or lime into natural gravel or GCS.</td>
<td>M³</td>
<td>792</td>
<td></td>
<td></td>
</tr>
<tr>
<td>04</td>
<td>Allow for curing and protection of treated layers as specified.</td>
<td>M²</td>
<td>5280</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td><strong>BILL 17: CONCRETE WORKS.</strong></td>
<td></td>
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<tr>
<td></td>
<td>Description</td>
<td>Unit</td>
<td>Quantity</td>
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</tr>
<tr>
<td>02</td>
<td>Provide, place and compact 5000 x 5000mm dowel jointed concrete class 35/20.</td>
<td>M³</td>
<td>1584</td>
<td></td>
<td></td>
</tr>
<tr>
<td>04</td>
<td>Provide vertical formworks class F2 finish, erect and afterwards dismantle and remove all the formwork as specified by the Engineer.</td>
<td>M²</td>
<td>144</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>BILL 20: ROAD FURNITURE.</strong></td>
<td></td>
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</tr>
<tr>
<td>01</td>
<td>Provide approved reflectorized white, yellow, red oxide or black road marking paint, and paint in the dimensions on the Airport Apron and Taxiways pavements as directed by the Engineer.</td>
<td>SM</td>
<td>250</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Excavate for, provide and place 250 x 125mm class 25/20 raised precast straight concrete flush kerbs haunched in 100mm thick class 15/20 concrete base bedding and mortar joined in support to carriageway as directed by the Engineer.</td>
<td>M</td>
<td>360</td>
<td></td>
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<tr>
<td></td>
<td><strong>SUB TOTAL</strong></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td><strong>ADD 16% VAT</strong></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S/No</td>
<td>ITEM DESCRIPTION</td>
<td>UNIT</td>
<td>QTY</td>
<td>Rate</td>
<td>amount (Kshs)</td>
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<tr>
<td></td>
<td><strong>S/No</strong> A SUPPLY AND INSTALLATION OF 60CM UNDERGROUND DIESEL STEEL TANK MEASURING 3.6M DIAMETER BY 6M LONG</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>ELEMENT NO.1 PRELIMINARIES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Provide for insurance, hoarding, site office, site store, water, security for materials watching and lighting, PPEs and material testing</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>ELEMENT NO.2 EARTH WORKS AND DEMOLITIONS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Clear site of all bushes, grass, scrubs and roots</td>
<td>SM</td>
<td>48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Excavate over site to remove top vegetation soil (Top soil stripping) 300mm</td>
<td>CM</td>
<td>48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Excavate for tank, commencing from stripped level: not exceeding 1.5m deep</td>
<td>CM</td>
<td>72</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Ditto over 1.5m but not exceeding 5.0m deep</td>
<td>CM</td>
<td>168</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Extra over excavation for excavating in rock (All classes)</td>
<td>CM</td>
<td>240</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Import fill and ram selected soil in tank formation level</td>
<td>CM</td>
<td>48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Remove surplus soil from site to a place approved by local authority</td>
<td>CM</td>
<td>240</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Allow for upholding and supporting sides of excavations including any necessary plunking and strutting</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Allow for keeping excavation free of spring, underground or running water including any necessary pumping, bailing or other approved means</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>ELEMENT NO.3 FOUNDATION PADS &amp; SUB-STRUCTURE WALLING</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Excavate trench for strip foundation not exceeding 0.6m deep starting from backfilled levels</td>
<td>CM</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Excavate pits for foundation not exceeding 2.0m deep, starting from backfilled levels</td>
<td>CM</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S/No</td>
<td>ITEM DESCRIPTION</td>
<td>UNIT</td>
<td>QTY</td>
<td>Rate</td>
<td>amount (Kshs)</td>
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</tr>
<tr>
<td>13</td>
<td>Excavate Trench for retaining walls not exceeding 2.0m deep starting from backfilled levels</td>
<td>CM</td>
<td>254</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Supply and lay 50mm thick class (C15) plain concrete blinding to top of firm stratum under the following ;</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>Strip footings</td>
<td>SM</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>Pad footings</td>
<td>SM</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii</td>
<td>Retaining walls</td>
<td>SM</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>High yield strength ribbed reinforcement bars to B.S.4461 as follows</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>20mm diameter bars</td>
<td>KG</td>
<td>1265</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>16mm diameter bars</td>
<td>KG</td>
<td>807</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii</td>
<td>12mm diameter bars</td>
<td>KG</td>
<td>679</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv</td>
<td>10mm diameter bars</td>
<td>KG</td>
<td>514</td>
<td></td>
<td></td>
</tr>
<tr>
<td>v</td>
<td>8mm diameter bars</td>
<td>KG</td>
<td>407</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Sawn formwork as described to</td>
<td>SM</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>sides of strip</td>
<td>SM</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>sides of bases</td>
<td>SM</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii</td>
<td>sides of columns</td>
<td>SM</td>
<td>32</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv</td>
<td>Sides of retaining walls</td>
<td>SM</td>
<td>108</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Reinforced concrete class (C25) as described in:-</td>
<td>CM</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>strip footings</td>
<td>CM</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>raft bases</td>
<td>CM</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii</td>
<td>columns</td>
<td>CM</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv</td>
<td>250mm thick retaining walls</td>
<td>CM</td>
<td>18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Natural hard approved quarry stonewalling bedded and jointed in cement and sand (1:4) motor, reinforcement with and including 25mm wide x 20 gauge hoop iron at every alternate</td>
<td>SM</td>
<td>121</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S/No</td>
<td>ITEM DESCRIPTION</td>
<td>UNIT</td>
<td>QTY</td>
<td>Rate</td>
<td>amount (Kshs)</td>
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<tr>
<td></td>
<td>course as described in 200mm thick walling</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Back fill with good quality sand material</td>
<td>CM</td>
<td>180</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Cart away surplus excavated materials from site to an approved place</td>
<td>sum</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td><strong>ELEMENT NO.4 GROUND FLOOR SLAB</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>300mm thick well compacted hardcore filling blinded with quarry dust layer to receive surface bed</td>
<td>SM</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>50mm murram blinding</td>
<td>SM</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Chemical anti-termite treatment (Termidor 25EC/GLADIATOR)), executed complete by an approved specialist under a ten-year guarantee, to surfaces of hard-core</td>
<td>sum</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>1000 gauge polythene or other equal and approved damp-proof membrane , laid over blinded hardcore (measured separately) with 300mm side and end laps(measured nett-allow for laps)</td>
<td>SM</td>
<td>24</td>
<td></td>
<td></td>
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<tr>
<td>25</td>
<td>BRC Ref. A142 to surface bed</td>
<td>SM</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Sawn formwork to edge of slab over 75mm but not exceeding 150mm high</td>
<td>LM</td>
<td>22</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Reinforced concrete class (C25) with sika 24 or equally approved hardener as described in 200mm thick floor including power float</td>
<td>CM</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>ELEMENT NO.5 SUPERSTRUCTURE FLOOR SLABS( BRC Ref. A142 to surface bed)</strong></td>
<td></td>
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<td></td>
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<tr>
<td>28</td>
<td>Reinforced concrete class (C25) with sika 24 or equally approved hardener including power float as described in:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>i 150mm thick floor slab</td>
<td>CM</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii Staircases</td>
<td>CM</td>
<td>3</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td><strong>ELEMENT 6 EXTERNAL &amp; PARTITION AND WALLING</strong></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>29</td>
<td>Natural hard approved quarry stonewalling bedded and jointed in cement and sand (1:4) motor, reinforcement with and including 25mm</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>S/No</td>
<td>ITEM DESCRIPTION</td>
<td>UNIT</td>
<td>QTY</td>
<td>Rate</td>
<td>amount (Kshs)</td>
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<tr>
<td></td>
<td>wide x 20gauge hoop iron at every alternate course as described in 200mm thick walling to:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>External periphery</td>
<td>SM</td>
<td>66</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>Partitions</td>
<td>SM</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii</td>
<td>Plastering works</td>
<td>SM</td>
<td>156</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>30mm Thick cement and sand (1:4) rendering: on concrete or stonework: wood float: to including grout cement to Inside wall surfaces</td>
<td>SM</td>
<td>156</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td><strong>Painting works</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>Prepare Surfaces and apply Undercoat and two finishing coats of gloss enamel paint or other equal approved water resisting paint: on rendered surfaces: to sum plastered surfaces</td>
<td>SM</td>
<td>156</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Screed: Cement and sand (1:4) on concrete: wood float finished 30mm thick to receive ceramic tiles</td>
<td>SM</td>
<td>48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Supply and fix approved non-slip ceramic floor tiles: to regular pattern: bedding and joining in cement mortar (1:4) grouting joints in proprietary grouting laid on cement and sand base (m/s); including provision for chamfer and corner strips-cutting, fixing 330 x 330 x 10mm Thick tiles</td>
<td>SM</td>
<td>48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td><strong>Ceiling finishes</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>12mm thick Gypsum plasterboard fixed with screws to galvanized light weight steel frame work suspended from concrete/steel/timber frame roof structure above with mild steel angle sections, perimeter channels, primary support channels, strap hangers connecting clips etc with joints skimmed with gypsum plaster including forming and curved cuttings Ceiling patterns to approval</td>
<td>SM</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Prepare surfaces: apply three coats approved PVA paint: on plaster board ceiling surfaces</td>
<td>SM</td>
<td>24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Gypsum surfaces</td>
<td>LM</td>
<td>22</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S/No</td>
<td>ITEM DESCRIPTION</td>
<td>UNIT</td>
<td>QTY</td>
<td>RATE</td>
<td>AMOUNT (Kshs)</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------------------------------------------------------------------</td>
<td>------</td>
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</tr>
<tr>
<td></td>
<td>Cornice 100 x 25 mm curved softwood timber cornice fixed onto wall finish; including painting. All to approval</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>ELEMENT NO.8 EXTERNAL PAVING WORKS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Clear site of all bushes, grass, scrubs and roots</td>
<td>SM</td>
<td>28</td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Excavate over site to remove top vegetation soil (Top soil stripping) 450mm</td>
<td>CM</td>
<td>17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>300mm thick well compacted hardcore filling blinded with quarry dust layer to receive surface bed</td>
<td>CM</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>150mm thick layer of Quarry dust carefully laid to specifications</td>
<td>CM</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Laying of cabro blocks to fall and camber</td>
<td>SM</td>
<td>28</td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>Cart away surplus excavated materials from site to an approved place</td>
<td>CM</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Provisional cost for Drainages works of culverts, open drain channels and inspection chambers</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>ELEMENT NO.9 BOUNDARY WALL WORKS</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>44</td>
<td>Excavate trench for strip foundation not exceeding 1.5m deep starting from backfilled levels</td>
<td>CM</td>
<td>27</td>
<td></td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>Natural hard approved quarry stonewalling bedded and jointed in cement and sand (1:4) motor, reinforcement with and including 25mm wide x 20gauge hoop iron at every alternate course as described in 200mm thick Boundary walling</td>
<td>SM</td>
<td>44</td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>Excavate pits for column bases not exceeding 1.5m deep, starting from backfilled levels</td>
<td>CM</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>Supply and lay 50mm thick class (C15) plain concrete blinding to top of firm stratum under:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>i Strip footings</td>
<td>SM</td>
<td>22</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii column bases</td>
<td>SM</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S/No</td>
<td>ITEM DESCRIPTION</td>
<td>UNIT</td>
<td>QTY</td>
<td>Rate</td>
<td>amount (Kshs)</td>
</tr>
<tr>
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<tr>
<td></td>
<td>High yield strength ribbed reinforcement bars to B.S.4461 as under</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>12mm diameter bars</td>
<td>KG</td>
<td>55</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>10mm diameter bars</td>
<td>KG</td>
<td>48</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii</td>
<td>8mm diameter bars</td>
<td>KG</td>
<td>42</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sawn formwork as described to:-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>sides of strip</td>
<td>LM</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>sides of bases</td>
<td>LM</td>
<td>36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii</td>
<td>sides of columns</td>
<td>SM</td>
<td>6</td>
<td></td>
<td></td>
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<tr>
<td>50</td>
<td>Reinforced concrete class (C20) as described in:-</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>strip footings</td>
<td>CM</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>Column bases</td>
<td>CM</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii</td>
<td>Columns</td>
<td>CM</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>Metal hand railing or bollards works for the boundary wall facing the road site</td>
<td>LM</td>
<td>36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>Entrance and exit gates</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>Backfill selected excavated materials and ram(max layers 300mm layers)</td>
<td>CM</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>Cart away surplus excavated materials from site to an approved site</td>
<td>CM</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>Provide for statutory inspection</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>Provide for appropriate safety signage as shall be directed by airport engineer</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>Supply materials, fabricate and install 1No 60CM underground Tank out of 6mm thick high strength mild steel plate complete with all accessories and fittings fabricated to airport engineers details and specifications</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Fabricate out of 6mm thick plate</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Dimensions to be 3.6m diameter by 6m length</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>58</td>
<td>carry out pressure tests and commissioning</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>59</td>
<td>SUPPLY AND INSTALL COMPLETE DIGITAL METERED DIESEL DISPENSING PUMP WITH TWO NOZZLES, AND FUEL FLOW RATE OF BETWEEN 50 -180 LPM</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Supply and install complete diesel dispensing pump to comply with the following;</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S/No</td>
<td>ITEM DESCRIPTION</td>
<td>UNIT</td>
<td>QTY</td>
<td>Rate</td>
<td>amount (Kshs)</td>
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<tr>
<td>------</td>
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<td>------</td>
<td>---------------</td>
</tr>
<tr>
<td>60</td>
<td>Prepare site by Clearing to remove shrubs, grass,</td>
<td>SM</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>61</td>
<td>Excavate to remove top soil up to 300mm</td>
<td>CM</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>62</td>
<td>Excavate from 300mm for area of 6meters square to 1.5m depth</td>
<td>CM</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>63</td>
<td>Prepare bedding by blinding to obtain required levels</td>
<td>CM</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>64</td>
<td>Provide for High yield strength ribbed reinforcement bars as under</td>
<td>KG</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>16mm diameter bars</td>
<td>KG</td>
<td>150</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>12mm diameter bars</td>
<td>KG</td>
<td>480</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii</td>
<td>10mm diameter bars</td>
<td>KG</td>
<td>464</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv</td>
<td>8mm diameter bars</td>
<td>KG</td>
<td>360</td>
<td></td>
<td></td>
</tr>
<tr>
<td>65</td>
<td>Sawn form work To include Use Reinforced concrete class C20.</td>
<td>CM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>Proper raft base</td>
<td>CM</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>strip footings</td>
<td>CM</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>66</td>
<td>Provide Fuel grade 1 inch Galvanized piping and fittings</td>
<td>CM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>67</td>
<td>Supply 6mm squared 3phase four core power cable with earth continuity cable of 6mm squared</td>
<td>LM</td>
<td>150</td>
<td></td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>Supply and install 63AMCCB triple pole with neutral</td>
<td>EA</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>69</td>
<td>Supply and install 63A main breaker</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>70</td>
<td>Supply and install isolator switch 50A</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>71</td>
<td>Supply and install a phase failure relay</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S/No</td>
<td>ITEM DESCRIPTION</td>
<td>UNIT</td>
<td>QTY</td>
<td>Rate</td>
<td>amount (Kshs)</td>
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</tr>
<tr>
<td>72</td>
<td>Supply base plate and 16mm anchoring foundation bolts</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>73</td>
<td>Provide for calibration and inspection verification certificate</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>74</td>
<td>Test run and commission</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>75</td>
<td><strong>COMPRESSED AIR SYSTEM</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supply and install the required compressed air unit as follows;</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Complete with 500 liters air receiver, of 11 bar capacity, screw type, capable of</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>delivering dry air. motor rating to be 3 phase frequency 50Hz, max working pressure</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10 bar. Supply voltage 400V, complete with air receiver, free air delivery 18 litres/sec</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Install as per instruction from airport engineer.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>- Component approval mechanical CE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Component approval electrical IEC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- All wiring to be done as per IEEE regulations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>76</td>
<td>Clear site to Remove existing materials like shrubs, grass and loose earth</td>
<td>SM</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>77</td>
<td>Excavate to 300mm depth on an area of 8 square meters</td>
<td>CM</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>78</td>
<td>Excavate area of 8 square meters from 300mm to 1.5 meter depth</td>
<td>CM</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>79</td>
<td>Provide for galvanized air distribution pipe lines using 1 inch with appropriate fittings</td>
<td>L</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>80</td>
<td>Mobilize and provide for all tools installation materials</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>81</td>
<td>Supply and install high yield strength round bars to bars B.S 4461as follows</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>16mm diameter round bar</td>
<td>KG</td>
<td>240</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>12 mm diameter round bar</td>
<td>KG</td>
<td>214</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii</td>
<td>10mm diameter round bar</td>
<td>KG</td>
<td>220</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv</td>
<td>8mm diameter round bar</td>
<td>KG</td>
<td>170</td>
<td></td>
<td></td>
</tr>
<tr>
<td>82</td>
<td>Provide for sawn form work as described to include Proper raft base and strip footings</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Use Reinforced concrete class C20.</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>83</td>
<td>Provide for anchoring using nicely and properly fabricated mounting frame and appropriate foundation bolts preferably 16mm</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>84</td>
<td>Supply and install DOL starter complete with all accessories</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>85</td>
<td>Supply and install 40A MCCB</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>86</td>
<td>Supply and install 50 A isolator switch</td>
<td>EA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>87</td>
<td>Supply and install 10mm squared flexible power cable complete with trucking and saddles</td>
<td>LM</td>
<td>150</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S/No</td>
<td>ITEM DESCRIPTION</td>
<td>UNIT</td>
<td>QTY</td>
<td>Rate</td>
<td>amount (Kshs)</td>
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</tr>
<tr>
<td>88</td>
<td>Provide for statutory inspection</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Test run and commission</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>D</strong> FIRE PROTECTION EQUIPMENT</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>89</td>
<td>Supply and Provide for installation of 9 litre dry powder portable cylinders</td>
<td>EA</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>90</td>
<td>Supply and Provide for installation of portable 9 litre foam extinguisher</td>
<td>EA</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>91</td>
<td>Supply and Provide for installation portable carbon dioxide fire extinguisher</td>
<td>EA</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>92</td>
<td>Supply and provide for installation of 9 liter cold fire portable extinguisher</td>
<td>EA</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>93</td>
<td>Supply and install 30 meter swinging type hose reel in a recess cabinet and hose size 35mm diameter</td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>94</td>
<td>Supply and install right angled type wet riser screwed type landing valves 2 inch</td>
<td>EA</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>95</td>
<td>Supply and install 100No 3 inch galvanized pipe supply line with appropriate fittings to fire ring line</td>
<td>EA</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>96</td>
<td>Provide for excavation and backfilling of the fire water line and finishes to match existing surfaces as shall be advised by the airport engineer</td>
<td>sum</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sub Total**

**Add 16% vat**

**Grand total**

**SUMMARY**

Sub-Total 1 Preliminaries
Sub-Total 2 Gravel
Sub-Total 3 Bituminous Surface Treatment
Sub-Total 4 Bituminous Mixes
Sub-Total 5 Furniture

**SUB-TOTAL**

ADD 16% VAT

**TOTAL**
TECHNICAL SPECIFICATIONS

Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the materials, Plant, and other supplies to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be accepted subject to the Engineer’s prior review and written approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing by the Contractor and submitted to the Engineer at least 28 days prior to the date when the Contractor desires the Engineer’s approval. In the event the Engineer determines that such proposed deviations do not ensure substantially equal performance, the Contractor shall comply with the standards specified in the documents.

Units of Measurement

The following units of measurement and abbreviations are used in the document.

<table>
<thead>
<tr>
<th>Unit</th>
<th>Abbreviation</th>
<th>Unit</th>
<th>Abbreviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>number</td>
<td>No.</td>
<td>hectare</td>
<td>Ha</td>
</tr>
<tr>
<td>lump sum</td>
<td>Sum</td>
<td>millimeter</td>
<td>mm</td>
</tr>
<tr>
<td>month</td>
<td>Mon</td>
<td>meter</td>
<td>M</td>
</tr>
<tr>
<td>week</td>
<td>Wk</td>
<td>cubic meter</td>
<td>M^3 or Cub.M.</td>
</tr>
<tr>
<td>hour</td>
<td>Hr</td>
<td>square meter</td>
<td>M^2 or Sq.m</td>
</tr>
<tr>
<td>kilogram</td>
<td>Kg</td>
<td></td>
<td></td>
</tr>
<tr>
<td>metric ton</td>
<td>Ton</td>
<td>square</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>millimeter</td>
<td></td>
</tr>
<tr>
<td>(1,000 kg)</td>
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</tbody>
</table>

Material Testing

The Contractor shall provide laboratory equipped with materials, reagents and testing equipment for gravel material (Grading, Atterberg limits and compaction) and concrete (cubes, curing and crushing).

The Contractor shall make arrangements for any other tests at reputable laboratories.
SECTION VIII – STANDARD FORMS

LIST OF STANDARD FORMS

(i) Form of Invitation for Tenders
(ii) Form of Tender
(iii) Appendix to Form of Tender
(iv) Letter of Acceptance
(v) Form of Agreement
(vi) Form of Tender Security
(vii) Performance Bank Guarantee (unconditional)
(viii) Bank Guarantee for Advance Payment
(ix) Tender Questionnaire
(xi) Confidential Business Questionnaire
(x) Statement of Foreign Currency Requirement
(xi) Schedule of Materials; Basic Prices
(xii) Schedule of Labour; Basic Prices
(xiii) Schedule of Plant and Equipment
(xv) Details of Sub-Contractors
(xvi) Certificate of Tenderer’s Site visit
(xvii) Form of Written Power of Attorney
(xviii) Key Personnel
(xix) Completed Civil Works
(xx) Schedule of Ongoing Projects
(xxi) Other Supplementary Information
(xxii) Declaration Form
FORM OF INVITATION FOR TENDERS

_______________________[date]

To: ________________________________________ [name of Contractor]

_____________________________________[address]

Dear Sirs:

Reference: _____________________________________

[Contract Name]

You have been prequalified to tender for the above project.

We hereby invite you and other prequalified tenderers to submit a tender for the execution and completion of the above Contract.

A complete set of tender documents may be purchased by you from

________________________________________________________________________

[mailing address, cable/telex/facsimile numbers].

Upon payment of a non-refundable fee of Kshs ____________________________

All tenders must be accompanied by ________________ number of copies of the same and a security in the form and amount specified in the tendering documents, and must be delivered to

________________________________________________________________________

[address and location]

at or before _____________________(time and date). Tenders will be opened immediately thereafter, in the presence of tenderers’ representatives who choose to attend.

Please confirm receipt of this letter immediately in writing by cable/facsimile or telex.

Yours faithfully,

_____________________________________ Authorised Signature

_____________________________________ Name and Title
FORM OF TENDER

TO: ___________________________ [Name of Employer] ______________ [Date]

________________________________________________ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of KSh. ______________________________________________________

   [Amount in figures]

Kenya Shillings ______________________________________________________

________________________________________________ [Amount in words]

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager’s notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.

3. We agree to abide by this tender for a period 90 days and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ________________ day of ____________________ 20_____________

Signature _____________________ in the capacity of_______________________

duly authorized to sign tenders for and on behalf of ________________________

______________________________________ [Name of Tenderer]

of _____________________________________________ [Address of Tenderer]

Witness; Name ________________________________

Address __________________________________________________________________

Signature __________________________________________________________________

Date _____________________________________________________________________
## APPENDIX TO FORM OF TENDER: (This appendix forms part of the tender)

### CONDITIONS OF CONTRACT

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Visit</td>
<td>4</td>
</tr>
<tr>
<td>Pre-Tender Meeting</td>
<td>15 Optional</td>
</tr>
<tr>
<td>Original Bid + Copies</td>
<td>Invitation 1 Original + 1 Copies</td>
</tr>
<tr>
<td>Tender Validity</td>
<td>12 One hundred and twenty (120) days from the specified date of tender opening.</td>
</tr>
<tr>
<td>Tender Security</td>
<td>13 Provide Tender Securing Declaration Form in the format provided.</td>
</tr>
<tr>
<td>Amount of Performance Security</td>
<td>10.1 1% percent of Tender Sum in the form of either Cash, or A Bank Guarantee, or Such Insurance Company Guarantee as may be approved by the Public Procurement Regulatory Authority (PPRA) or Employer</td>
</tr>
<tr>
<td>Program to be submitted</td>
<td>14.1 Not later than 28 days after issuance of Order to Commence Not later than 28 days after issuance of Order</td>
</tr>
<tr>
<td>Cashflow estimate to be submitted</td>
<td>14.3</td>
</tr>
<tr>
<td>Minimum amount of Third Party Insurance</td>
<td>23.2 Kshs. 2,000,000.00</td>
</tr>
<tr>
<td>Period for commencement, from the Engineer’s order to commence</td>
<td>41.1 28 days</td>
</tr>
<tr>
<td>Time for completion</td>
<td>43.1 24 months.</td>
</tr>
<tr>
<td>Amount of liquidated damages</td>
<td>47.1 Kshs. 10,000.00 per day</td>
</tr>
<tr>
<td>Limit of liquidated damages</td>
<td>47.1 5% of Contract Value</td>
</tr>
<tr>
<td>Defect Liability period</td>
<td>49.1 12 Months</td>
</tr>
<tr>
<td>Advance payment</td>
<td>60.1 No advance payment</td>
</tr>
<tr>
<td>Percentage of Retention</td>
<td>60.5 5% of Interim Payment Certificate</td>
</tr>
<tr>
<td>Minimum amount of interim certificates</td>
<td>60.2 Contract value ÷ Time for completion in months</td>
</tr>
<tr>
<td>Time within which payment to be made after Interim Payment Certificate signed by Engineer</td>
<td>60.8 30 days</td>
</tr>
<tr>
<td>Time within which payment to be made after Final Payment Certificate signed by Engineer</td>
<td>60.8 30 days</td>
</tr>
<tr>
<td>Appointer of Arbitrator</td>
<td>67(3) Chief Justice of The Republic of Kenya or mutual agreement.</td>
</tr>
<tr>
<td>Notice to Employer and Engineer</td>
<td>68.2 The Employers address is: Kenya Airports Authority, Head Office, Airport North Road, P.O. Box 19001 – 00501, NAIROBI</td>
</tr>
<tr>
<td></td>
<td>The Engineer’s address is: Kenya Airports Authority, Head Office, Airport North Road, P.O. Box 19001 – 00501, NAIROBI</td>
</tr>
</tbody>
</table>

Signature of Tenderer…………………………………. Date……………………
LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

[_____________________________] [date]

To:

[__________________________________________________________]

[__________________________________________________________]

[__________________________________________________________]

[__________________________________________________________]

Dear Sir,

This is to notify you that your Tender dated ________________________________

for the execution of ________________________________

[name of the Contract and identification number, as given in the Tender documents] for the Contract

Price of Kshs. ________________________________ [amount in figures]

[Kenya Shillings ________________________________]

(amount in words) in accordance with the Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature: ________________________________________________

Name and Title of Signatory ____________________________________________

Attachment : Agreement
FORM OF AGREEMENT

THIS AGREEMENT, made the _________________ day of ________ 20 ______

between __________________________ of [or whose registered office is situated at]
________________________________________________________________________

(hereinafter called “the Employer”) of the one part AND __________________________
____________________________ ______________ of [or whose registered office is situated at]
_______________________________________________________________________

(hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes ________________
________________________________________________________________________

(name and identification number of Contract) (hereinafter called “the Works”) located at
_____________________________________________ [Place/location of the Works] and
the Employer has accepted the tender submitted by the Contractor for the execution and
completion of such Works and the remedying of any defects therein for the Contract Price
of KSh ____________________________________________ [Amount in figures],
Kenya Shillings __________________________________________ [Amount in words].

NOW THIS AGREEMENT WITNESSETH as follows:

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

2. The following documents shall be deemed to form and shall be read and construed
as part of this Agreement i.e.

   (i) Letter of Acceptance

   (ii) Form of Tender

   (iii) Conditions of Contract Part I

   (iv) Conditions of Contract Part II and Appendix to Conditions of Contract

   (v) Specifications

   (vi) Drawings

   (vii) Priced Bills of Quantities

3. In consideration of the payments to be made by the Employer to the Contractor as
hereinafter mentioned, the Contractor hereby covenants with the Employer to
execute and complete the Works and remedy any defects therein in conformity in
all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the
execution and completion of the Works and the remedying of defects therein, the
Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _________________________________________________

Was hereunto affixed in the presence of ______________________________

Signed Sealed, and Delivered by the said ______________________________

Binding Signature of Employer _______________________________________

Binding Signature of Contractor _______________________________________  

In the presence of (i) Name_______________________________________

Address_____________________________________

Signature____________________________________

[ii]  Name _______________________________________

Address_____________________________________

Signature____________________________________

67
FORM OF TENDER SECURITY

WHEREAS ..................................................... (hereinafter called “the Tenderer”)

has submitted his tender dated .............................................................. for
the construction of .................................................................

(name of Contract)

KNOW ALL PEOPLE by these presents that WE .................................. having our
registered office at ................................................................. (hereinafter called “the
Bank”), are bound unto ............................................................. (hereinafter
called “the Employer”) in the sum of KSh. ........................................ for which payment
well and truly to be made to the said Employer, the Bank binds itself, its successors and
assigns by these presents sealed with the Common Seal of the said Bank this
............. Day of ...................................................20..........

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of
tender validity specified in the instructions to tenderers
Or
2. If the tenderer, having been notified of the acceptance of his tender by the
Employer during the period of tender validity:
   (a) fails or refuses to execute the form of Agreement in accordance with the
      Instructions to Tenderers, if required; or
   (b) fails or refuses to furnish the Performance Security, in accordance with the
      Instructions to Tenderers;
   (c) Rejects a correction or an arithmetic error in the tender.

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

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

_________________________________________  [signature of the Bank]

_________________________________________  [date]

_________________________________________  [witness]

_________________________________________  [seal]

Amend accordingly if provided by Cash, Bankers Cheque, Such Insurance Company
Guarantee as may be approved by the Authority or a Letter of Credit (LC).
TENDER SECURING DECLARATION FORM

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

Tender No………………………………………………………………

To: Kenya Airports Authority

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.

2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of 12 months starting on the proposed commencement date of the contract, if we are in breach of our obligation(s) under the bid conditions, because we:
   (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
   (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.

3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If 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: …………………………………………………….[insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name: ……………………………………………………………………………[insert complete name of person signing the Tender Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on ____________ day of __________________, ______ [insert date of signing]
PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To: _________________________ (Name of Employer)  ___________ (Date)

__________________________ (Address of Employer)

Dear Sir,

WHEREAS ______________________(hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____________ dated ___________ to execute _________________ (hereinafter called “the Works”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. ________________ (amount of Guarantee in figures) Kenya Shillings _________________________________________ (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _______________________________ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR ___________________

Name of Bank ____________________________________________

Address ________________________________________________

Date ____________________________________________________

Amend accordingly if provided by Cash, Such Insurance Company Guarantee as may be approved by the Authority or a Letter of Credit (LC).
BANK GUARANTEE FOR ADVANCE PAYMENT

To: __________________________ [name of Employer] __________(Date)

________________________[address of Employer]

Gentlemen,

Ref: ___________________________________________________________ [name of Contract]

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, ___________________________________________________ [name and Address of Contractor] (hereinafter called “the Contractor”) shall deposit with

_______________________________ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of KSh. __________________________ [amount of Guarantee in figures] Kenya Shillings __________________________ [amount of Guarantee in words].

We, ________________ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to __________________________ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding KSh. __________________________ [amount of Guarantee in figures] Kenya Shillings __________________________ [amount of Guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between __________________________ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until ____________________________________________________ (name of Employer) receives full payment of the same amount from the Contract.

Yours faithfully,

Signature and Seal __________________________

Name of the Bank or financial institution __________________________

Address __________________________
31. **TENDER QUESTIONNAIRE** Please fill in block letters.

1. Full names of tenderer

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)

3. Telephone number (s) of tenderer

4. Telex address of tenderer

5. Name of tenderer’s representative to be contacted on matters of the tender during the tender period

6. Details of tenderer’s nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex)

(Title)

(Signature)

(Date)
CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) and 2 (d) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

Part 1 – General

Business Name ....................................................................................................................

Location of business premises; Country/Town.................................

Plot No.................................................. Street/Road ..............................................

Postal Address....................................................................................................................

Tel Nos. ............................................................................................................................

Nature of Business............................................................................................................

Current Trade Licence No.............. Expiring date .....................

Maximum value of business which you can handle at any time: KSh. ............... 

Name of your bankers........................................................................................................

Branch............................................................................................................................... 

Part 2 (a) – Sole Proprietor

Your name in full........................................... Age........................

Nationality........................................ Country of Origin ..................

*Citizenship details ..........................................................................................................

Part 2 (b) – Partnership

Give details of partners as follows:

<table>
<thead>
<tr>
<th>Name in full</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td></td>
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<tr>
<td>3</td>
<td></td>
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</tr>
</tbody>
</table>

Part 2(c) – Registered Company:

Private or public.................................................................

State the nominal and issued capital of the Company-
Nominal Kshs..............................................................................................................

Issued Kshs...................................................................................................................

Give details of all directors as follows:

<table>
<thead>
<tr>
<th>Name in full</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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</tbody>
</table>

Part 2(d) – Interest in the Firm:

Is there any person / persons in .................... (Name of Employer) who has interest in this firm? Yes/No ......................... (Delete as necessary)

Part 2(e) – Bankers: Name, Address, Telephone, Fax, Email, Telex, etc

..............................................................................................................................

..............................................................................................................................

..............................................................................................................................

..............................................................................................................................

I certify that the information given above is correct.

.......................................................... .......................................................... ..........................................................

(Title) (Signature) (Date)
**LITIGATION HISTORY FORM**

Name of Firm or Partner of a joint venture ........................................................................................................

........................................................................................................................................................................

........................................................................................................................................................................

........................................................................................................................................................................

Firms, including each of the partners of a joint venture, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a joint venture.

<table>
<thead>
<tr>
<th>Date (month and year)</th>
<th>Award FOR or AGAINST Firm</th>
<th>Name of client, cause of litigation and matter in dispute</th>
<th>Disputed amount (current value, Kshs.)</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Date ........................................................................................................

Seal/Signature of Candidate .................................................................
STATEMENT OF FOREIGN CURRENCY REQUIREMENTS

(See Clause 60[5] of the Conditions of Contract)

In the event of our Tender for the execution of .............................................
......................................................................................................................
......................................................................................................................

(Name of Contract)
being accepted, we would require in accordance with Clause 21 of the Conditions of
Contract, which is attached hereto, the following percentage:

(Figures) ........................................................................................................

(Words) ..........................................................................................................  

of the Contract Sum, (Less Fluctuations) to be paid in foreign currency.

Currency in which foreign exchange element is required is:

......................................................................................................................

Date: The .......... Day of ........................................... 20.....

Enter 0% (zero percent) if no payment will be made in foreign currency.

Maximum foreign currency requirement shall be _____________ (percent) of the
Contract Sum, less Fluctuations.

......................................................................................................................

(Signature of Tenderer)
## SCHEDULE OF MATERIALS; - BASIC PRICES

(Ref: Clause 70 of Conditions of Contract)

<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>UNIT</th>
<th>COUNTRY OF ORIGIN</th>
<th>SUPPLIER</th>
<th>PRICE (KSh.)</th>
<th>MODE</th>
<th>PRICE (KSh.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement</td>
<td>Kg</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Lime</td>
<td>Kg</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td>Kg</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aggregate</td>
<td>Kg</td>
<td></td>
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<tr>
<td>Diesel</td>
<td>L</td>
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<tr>
<td>Regular Petrol</td>
<td>L</td>
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</tr>
<tr>
<td>Super Petrol</td>
<td>L</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kerosene</td>
<td>L</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structural steel</td>
<td>Kg</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gabion Mesh</td>
<td>M²</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Reinforcement Steel</td>
<td>Kg</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Explosives</td>
<td>Kg</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil and Lubricants</td>
<td>L</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bitumen Emulsion A3</td>
<td>L</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Bitumen Emulsion A4</td>
<td>L</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bitumen Emulsion K1</td>
<td>L</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bitumen Emulsion K3</td>
<td>L</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bitumen 80/100</td>
<td>Kg</td>
<td></td>
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</tr>
<tr>
<td>Bitumen MC 30</td>
<td>L</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bitumen MC 70</td>
<td>L</td>
<td></td>
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<tr>
<td>Bitumen MC 3000</td>
<td>L</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Ammonium nitrate for blasting</td>
<td>Kg</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The prices inserted above shall be those prevailing 30 days before the submission of Tenders and shall be quoted in Kenya Shillings using the exchange rates specified in the Appendix to Form of Tender.

Prices of imported materials to be quoted DDP Mombasa or Nairobi as appropriate depending on whether materials are imported by the tenderer directly or through a local agent.

Transportation costs for imported materials to be quoted from Mombasa or Nairobi as appropriate to the Contract Site depending on whether materials are imported directly by the tenderer or through a local agent.

I certify that the above information is correct.

……………………………  ……………………………  ……………………………

(Title)  (Signature)  (Date)
**SCHEDULE OF LABOUR: BASIC RATES**

(Reference: Clause 70 of Conditions of Contract)

<table>
<thead>
<tr>
<th>LABOUR CATEGORY</th>
<th>UNIT RATE (MONTH/SHIFT/HOUR)</th>
<th>RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Skilled</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2) Unskilled</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5)</td>
<td></td>
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</tr>
</tbody>
</table>

Categories to be generally in accordance with those used by the Kenya Building Construction and Engineering and Allied Trades Workers’ Union.

I certify that the above information is correct.

...........................................  ...........................................  ...........................................

(Title)  (Signature)  (Date)
DETAILS OF SUB-CONTRACTORS

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion. Failure to comply with this requirement may invalidate the tender.

First Sub Contractor:

Portion of Works to be sublet: .................................................................
..............................................................................................................

Full name of Sub-contractor and address of head office: .........................
..............................................................................................................

Sub-contractor’s experience of similar works carried out in the last 3 years with Contract value: .................................................................
..............................................................................................................

Second Sub Contractor:

Portion of Works to be sublet: .................................................................
..............................................................................................................

Full name of Sub-contractor and address of head office: .........................
..............................................................................................................

Sub-contractor’s experience of similar works carried out in the last 3 years with Contract value: .................................................................
..............................................................................................................

________________________________________  ____________________________
[Signature of Tenderer)                                                      Date
FORM OF WRITTEN POWER-OF-ATTORNEY

The Tenderer consisting of a joint venture shall state here below the name and address of
his representative who is authorised to receive on his behalf correspondence in connection
with the Tender.

.......................................................... ..............................................................

(Name of Tenderer’s Representative in block letters)

.......................................................... ..............................................................

(Address of Tenderer’s Representative)

.......................................................... ..............................................................

(Signature of Tenderer’s Representative)
# KEY PERSONNEL

<table>
<thead>
<tr>
<th>DESIGNATION</th>
<th>NAME</th>
<th>NATIONALITY</th>
<th>SUMMARY OF QUALIFICATIONS AND EXPERIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Headquarters:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Director</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. etc</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Office:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Site Superintendent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. etc</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I certify that the above information is correct.

…………………………………………………………………………………..

(Title) (Signature) (Date)
SCHEDULE OF CONSTRUCTION PLANT

CONSTRUCTION PLANT IMMEDIATELY AVAILABLE

<table>
<thead>
<tr>
<th>DESCRIPTION, SIZE, CAPACITY</th>
<th>PRESENT LOCATION</th>
<th>NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CONSTRUCTION PLANT ON ORDER

<table>
<thead>
<tr>
<th>DESCRIPTION, SIZE, CAPACITY</th>
<th>PRESENT LOCATION</th>
<th>NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CONSTRUCTION PLANT TO BE ACQUIRED OR HIRED

<table>
<thead>
<tr>
<th>DESCRIPTION, SIZE, CAPACITY</th>
<th>PRESENT LOCATION</th>
<th>NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I certify that the above information is correct.

……………………………

……………………

………………..

(Title)  (Signature)  (Date)
### SCHEDULE OF COMPLETED CIVIL WORKS CARRIED OUT BY THE TENDERER IN THE LAST FIVE YEARS

<table>
<thead>
<tr>
<th>DESCRIPTION OF WORKS AND CLIENT</th>
<th>TOTAL VALUE OF WORKS (KSHS)</th>
<th>CONTRACT PERIOD (YEARS)</th>
<th>YEAR COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I certify that the above Civil Works were successfully carried out and completed by ourselves.

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

(Date)

*Value in Kshs using Central Bank of Kenya mean exchange rate at a reference date 30 days before date of tender opening.*
<table>
<thead>
<tr>
<th>DESCRIPTION OF WORK AND CLIENT</th>
<th>CONTRACT PERIOD</th>
<th>DATE OF COMMENCEMENT</th>
<th>DATE OF COMPLETION</th>
<th>TOTAL VALUE OF WORKS (KSHS.)</th>
<th>PERCENTAGE COMPLETED TO DATE</th>
</tr>
</thead>
</table>

I certify that the above Civil Works are being carried out by ourselves and that the above information is correct.

........................................................................................................................................................................
(Title)
........................................................................................................................................................................
(Signature)
........................................................................................................................................................................
(Date)
DRAFT PROGRAM OF WORKS
DRAFT SCHEDULE OF PAYMENTS

..............................................................
(Title)

..............................................................
(Signature)

..............................................................
(Date)
1. Information on current litigation in which the Tenderer is involved.

<table>
<thead>
<tr>
<th>OTHER PARTY (IES)</th>
<th>CAUSE OF DISPUTE</th>
<th>AMOUNT INVOLVED (KSHS)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I certify that the above information is correct.

Title

Signature

Date
LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: ____________________________

RE: Tender No. ____________________________________________________________

Tender Name ____________________________________________________________

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

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

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

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

   (FULL PARTICULARS) ________________________________________________

SIGNED FOR ACCOUNTING OFFICER
SELF-DECLARATION FORM

1. ANTI-CORRUPTION DECLARATION

We (insert the name of the company / supplier) _______________________________ declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply:

   a) The person shall be disqualified from entering into a contract for the procurement; or
   
   b) If a contract has already been entered into with the person, the contract shall be voidable at the option of KAA.
   
   c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that KAA may have.

Name _________________________ Signature __________________ Date _____________

Company Seal / Business Stamp

2. ANTI-FRAUDULENT PRACTICE DECLARATION

We (insert the name of the company / supplier) _______________________________ declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name _________________________ Signature __________________ Date _____________

Company Seal / Business Stamp

3. NON-DEBARMED DECLARATION

We (insert the name of the company / supplier) _______________________________ declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name _________________________ Signature __________________ Date _____________

Company Seal / Business Stamp
CERTIFICATE OF BIDDER’S VISIT TO SITE

This is to certify that,

________________________________ (Name of bidder or his representative)

Of the firm of,

________________________________ Name of Firm bidding)

In the company of,

________________________________ (Name of KAA representative conducting the visit)

Visited the site in connection with Bid for:

**TENDER NAME:** Construction of Oil Marketers Yard at Jomo Kenyatta International Airport

**TENDER NO:** KAA/OT/EIA/1511/2018-2019

Having previously studied the Contract documents, I carefully examined the site.

1. I have made myself familiar with all the local conditions likely to influence the works, cost thereof and I am fully aware that all work will be done while the areas remain in use.
2. I further certify that I am satisfied with the description of the work and the explanations given by the Client’s representative and that I understand perfectly the work to be done as specified and implied in the execution of the contract.

**On behalf of Tenderer or Representative**

Signed: ________________________________________________________________

Date: ________________________________________________________________

**On behalf of Kenya Airports Authority**

Signed: ________________________________________________________________

Date: ________________________________________________________________