

INTERNATIONAL TENDER



MINISTRY OF ROADS AND TRANSPORT

STATE DEPARTMENT FOR AVIATION AND AEROSPACE DEVELOPMENT

PROCUREMENT OF WORKS CONTRACT [*Design and Build*]

FOR

The Proposed Design, Development and
Modernization of Jomo Kenyatta International Airport
(JKIA), Nairobi, Kenya

TENDER NO. SDAAD/OT/001/2025-2026

ISSUED ON 03th MARCH 2026

THE PRINCIPAL SECRETARY

STATE DEPARTMENT FOR AVIATION AND AEROSPACE
DEVELOPMENT

TRANSCOM HOUSE, NGONG' ROAD.
P.O. BOX 52692-00100, NAIROBI, KENYA

TABLE OF CONTENTS

	Invitation to Apply for Tender	
PART - I	Request for Tender Procedures.....	
Section-I	Instructions to Tenderers (ITT).....	
A.	General.....	
1.	Scope of Tender.....	
2.	Fraud and Corruption.....	
3.	Eligible Tenderers.....	
4.	Eligible Goods, Equipment, and Services.....	
5.	Tenderer's Responsibilities.....	
B.	Contents of Tender Document.....	
6.	Sections of Tender Document.....	
7.	Site Visit.....	
8.	Pre-Tender Meeting and a pre-arranged site visit of the works.....	
9.	Clarification of Tender Documents.....	
10.	Amendment of Tender Document.....	
C.	Preparation of Tender.....	
11.	Cost of Tender.....	
12.	Language of Tender.....	
13.	Documents Comprising the Tender.....	
14.	Form of Tender and Schedules.....	
15.	Alternative Tender.....	
16.	Tender Prices and Discounts.....	
17.	Currencies of Tender and Payment.....	
18.	Documents Establishing Conformity of Services.....	
19.	Documents Establishing the Eligibility and Qualifications of the Tender	
20.	Period of Validity of Tender.....	
21.	Tender Security.....	
22.	Format and Signing of Tender.....	
D.	Submission and Opening of Tenders.....	
23.	Sealing and Marking of Tenders.....	
24.	Deadline for Submission of Tenders.....	
25.	Late Tenders.....	
26.	Withdrawal, Substitution and Modification of Tenders.....	
27.	Tender Opening.....	
E.	Evaluation and Comparison of Tenders.....	
28.	Confidentiality.....	
29.	Clarification of Tender.....	
30.	Deviations, Reservations, and Omissions.....	
31.	Determination of Responsiveness.....	
32.	Non-material & Non-conformities.....	
33.	Correction of Arithmetical Errors.....	
34.	Break down of the Tender Price.....	
35.	Conversion to Single Currency.....	
36.	Margin of Preference and Reservations.....	
37.	Nominated Subcontractors.....	

38.	Evaluation of Tenders.....	
39.	Comparison of Tender Prices.....	
40.	Abnormally Low Tenders.....	
41.	Abnormally High Tenders.....	
42.	Qualifications of the Tenderer.....	
43.	Lowest Evaluated Tender.....	
44.	Procuring Entity's Right to Accept any Tender, and to Reject any or All Tenders.....	
F.	Award of Contract.....	
45.	Award Criteria.....	
46.	Notice of Intention to enter into a Contract / Notification of Award.....	
47.	Standstill Period.....	
48.	Debriefing by the Procuring Entity.....	
49.	Letter of Award.....	
50.	Signing of Contract.....	
51.	Performance Security.....	
52.	Publication of Procurement Contract.....	
53.	Procurement Related Complaints and Administrative Review.....	
Section-II	Tender Data Sheet [TDS].....	
Section-III	Evaluation and Qualification Criteria.....	
	General Provisions.....	
	Table-1. Qualification Criteria and Requirement [Technical Part].....	
	Financial Resources.....	
	Contractor's executed projects and ongoing projects.....	
	Key Personnel.....	
	Equipment.....	
	Subcontractors.....	
	Evaluation of the Technical Proposal [Criteria with scoring system].....	
	Margin of Preference.....	
	Evaluation of Financial Part.....	
Section-IV	Tender Forms.....	
1.	Letter of Tender – Technical Part.....	
2.	Letter of Tender – Financial Part.....	
A.	Tender Qualification Forms.....	
B.	Technical Tender Forms.....	
C.	Other Forms.....	
D.	Appendix to Tender.....	
PART - II	Employer's Requirements, Drawings, and Price Schedule.....	
1.	Employer's Requirements.....	
2.	Price Schedule.....	
3.	Drawings.....	
4.	Supplementary Information.....	
PART - III	Conditions of Contracts.....	
Section-V	General Conditions of Contract [GCC].....	
1.	General Provisions.....	
2.	The Employer.....	
3.	The Engineer.....	
4.	The Contractor.....	

5.	Design.....	
6.	Staff and Labour.....	
7.	Plant, Materials and Workmanship.....	
8.	Commencement, Delays and Suspension.....	
9.	Test on Completion.....	
10.	Employer's Taking Over.....	
11.	Defects After Taking Over.....	
12.	Tests After Completion.....	
13.	Variations and Adjustments.....	
14.	Contract Price and Payment.....	
15.	Termination by-Employer.....	
16.	Suspension and Termination by Contractor.....	
17.	Care of the Works and Indemnities.....	
18.	Exceptional Risks.....	
19.	Insurance.....	
20.	Employer's and Contractor's Claims.....	
21.	Dispute and Arbitration	
Section-VI	Particular Conditions of Contract [PCC].....	
Part A	– Contract Data.....	
Part B	– Special Provisions.....	
Section VII	Contract Forms.....	

Tender Document Issued to:

Tenderer Name : -----

Address : -----

Procuring Entity : State Department for Aviation and Aerospace Development

Tender No. : SDAAD/OT/001/2025-2026

Contract Name: : The Proposed Design, Development and Modernization of Jomo
Kenyatta International Airport (JKIA), Nairobi, Kenya

Issued on : 03 March 2026

INVITATION TO TENDER

Procuring Entity : State Department for Aviation and Aerospace Development

Contract Name and Description: : The Proposed Design, Development and Modernization of Jomo Kenyatta International Airport (JKIA), Nairobi, Kenya

Tender No. : SDAAD/OT/001/2025-2026

1. The State Department for Aviation and Aerospace Development invites sealed Tender for The Proposed Design, Development and Modernization of Jomo Kenyatta International Airport (JKIA), Nairobi, Kenya.
2. Tender procurement will be conducted under Open International Competitive method and is open to all interested Tenderer.
3. Interested Tenderer may obtain further information and inspect the Tender Documents during office 09:00 to 16:00 hours at the address given below.
4. A complete set of Tender documents may be *viewed and downloaded free by the interested Tenderers from the website <https://www.transport.go.ke> or Public Procurement Information Portal (www.tenders.go.ke)*. Upon accessing the tender documents, interested bidders shall respond to the Tender by submitting physical documents as per tender instructions at the address below. Applicants who download the Tender Document must forward their particulars immediately to address given below to facilitate any further clarification or addendum.
5. Any addendums, clarifications, or time extensions will be posted on the above websites.
6. Tenders shall be quoted be in Kenya Shillings and Foreign Currencies as per TDS ITT No. 17.2 and shall include all costs and taxes. Tenders shall remain valid for 180 days from the date of opening of Tenders.
7. The tenderers shall chronologically serialize all pages of the Tender documents submitted.
8. All Tenders must be accompanied by a “Tender Security” of 2,500,000,000 KES (Kenyan Shillings Two Billion Five Hundred Million).
9. Completed Tenders should be submitted by physically, as 1 Original and 3 Copies, to the address given below.
10. Tenders will be opened immediately after the deadline date and time specified above. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who chooses to attend at the address below.
11. Late Tenders submission will be rejected.

12. The addresses referred to above are:

- (i) Name of Procuring Entity – State Department for Aviation and Aerospace Development
- (ii) Physical address – State Department for Aviation and Aerospace Development, Transcom House, Ngong’ Road – Ground Floor – Reception.
- (iii) Postal Address – P.O Box 52692-00100, Nairobi
- (iv) Officer to be contacted. – Head Supply Chain Management Services.
- (v) Email: procurement@aviation.go.ke

A. Address for Tenders submission Online / Electronically: *Not Applicable*

B. Address for Opening of Tenders Publicly:

- (i) Name of Procuring Entity – State Department for Aviation and Aerospace Development
- (ii) Physical address – Conference Room – 8th Floor - State Department for Aviation and Aerospace Development, Transcom House, Ngong’ Road, Nairobi, Kenya.

HEAD SUPPLY CHAIN MANAGEMENT SERVICES

FOR: THE PRINCIPAL SECRETARY

STATE DEPARTMENT FOR AVIATION AND AEROSPACE DEVELOPMENT

PART I – TENDER PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A General Provisions

1. Scope of Tender

- 1.1 The Procuring Entity as specified in the Tender Data Sheet (**TDS**), issues this Tender Document for the Design & Build (D&B) of the Works as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this Tender Document are specified in the **TDS**.
- 1.2 Source of Funds to be specified in the TDS, if deemed necessary.

2. Fraud and Corruption

- 2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 "Declaration not to engage in corruption". The Tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 2.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.
- 2.3 Unfair Competitive Advantage - Fairness and transparency in the Tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this Tender. The Procuring Entity shall indicate in the TDS firms (if any) that provided consulting services for the contract being proposed for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any Tenderer information that would give such firm unfair competitive advantage over competing firms.
- 2.4 Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, Tender submission, Tender submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

3. Eligible Tenderers

- 3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.8 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter in to

such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tender process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the TDS.

- 3.2 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tender process, if the Tenderer:
- a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b) Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c) Has the same legal representative as another Tenderer; or
 - d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tender process; or
 - e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Tender; or
 - f) Any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer for the Contract implementation; or
 - g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document or
 - i) Has a close business or family relationship with a professional staff of the Procuring Entity who:
 - (a) are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
 - (b) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.
- 3.3 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to Tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

- 3.4 A Tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A Tenderer that is proven to have been involved any of these practices shall be automatically disqualified and would not be awarded a contract.
- 3.5 A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a subcontractor in more than one Tender.
- 3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT4.8. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.
- 3.7 A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to be prequalified for a Tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.
- 3.8 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract (s) only if they are accredited by PPRA to be (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.
- 3.9 A Firms and individuals may be in eligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. A Tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 3.10 Foreign Tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign Tenderer shall provide in its Tender documentary evidence that this requirement is met. Foreign Tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in "SECTION III- EVALUATION AND QUALIFICATION CRITERIA, Item 9".
- 3.11 Pursuant to the eligibility requirements of ITT3.10, at Tender is considered a

foreign Tenderer, if it is registered in Kenya, has less than 51 percent ownership by nationals of Kenya and if it does not subcontract foreign contractors more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign Tenderers if the individual member firms are registered in Kenya have less 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

- 3.12 The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya. Registration shall not be a condition for Tender, but it shall be a condition of contract award and signature. A selected Tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website www.nca.go.ke.
- 3.13 The Competition Act of Kenya requires that firms wishing to Tender as Joint Venture under takings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for Tender, but it shall be a condition of contract award and signature. A JV Tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke

4 Eligible Goods, Equipment, and Services

- 4.1 Goods, equipment and services to be supplied under the Contract may not have their origin in any country that is not eligible under ITT 3.9. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.
- 4.2 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5 Tenderer's Responsibilities

- 5.1 The Tenderer shall bear all costs associated with the preparation and submission of his/her Tender, and the Procuring Entity will in no case be responsible or liable for those costs.
- 5.2 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be the Tenderer's own expense.
- 5.3 The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of

such visit. The Tenderer shall indemnify the Procuring Entity against all liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the inspection.

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

B. Contents of Tender Documents

6 Sections of Tender Document

- 6.1 The Tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART 1 Tender Procedures

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

PART 2 Employer's Requirements

- (a) Scope of Woks
- (b) Site Information
- (c) Specifications
- (d) Drawings
- (e) Supplementary Information

PART 3 Conditions of Contract and Contract Forms

- v) Section V- General Conditions of Contract (GCC)
- vi) Section VI- Particular Conditions of Contract (PCC)
- vii) Section VII- Contract Forms

- 6.2 The Invitation to Tender Document Notice issued by the Procuring Entity is not part of the Tender document.
- 6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms, and

specifications in the Tender Document and to furnish with its Tender all information and documentation as is required by the Tender document.

7 Site Visit

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

8 Pre-Tender Meeting and a pre-arranged visit of the site of the works

- 8.1 The Procuring Entity shall specify in the TDS if a pre-Tender conference will be held, when and where. The Procuring Entity shall also specify in the TDS if a pre-arranged pre-tender visit of the site of the works will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pre-tender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the TDS before the meeting.
- 8.3 Minutes of the pre-tender meeting and the pre-arranged pre-Tender visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT6.3. Minutes shall not identify the source of the questions asked.
- 8.4 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-Tender meeting and the pre-arranged pre-Tender visit of the site of the works at the web page identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9 Clarification of Tender Documents

- 9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre-arranged pre-Tender visit of the site of the works if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of Tenders. The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry

but without identifying its source. If so specified in the TDS, the Procuring Entity shall also promptly publish its response at the web page identified in the TDS. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 10.

10 Amendment of Tender Document

- 10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tender document by issuing addenda.
- 10.2 Any addendum issued shall be part of the Tender document and shall be communicated in writing to all who have obtained the Tender document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's webpage in accordance with ITT8.1.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below 2.

C. Preparation of Tenders

11 Cost of Tenders

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

12 Language of Tenders

- 12.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in the English Language. Supporting documents and printed literature that are part of the Tender may be in the same language.

13 Documents Comprising the Tender

- 13.1 The Tender shall comprise the following:
 - a) Form of Tender prepared in accordance with ITT 14;
 - b) Schedules of personnel, and work completed in accordance with ITT 14 and ITT 16;
 - c) Tender Security or Tender-Securing Declaration, in accordance with ITT 21.1;
 - d) Alternative Tender, if permissible, in accordance with ITT 15;
 - e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
 - f) Qualifications: documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;

- g) Conformity: a technical Tender in accordance with ITT 18;
- h) Any other document required in the TDS.
- i) In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement. The Tenderer shall serialize pages of all Tender documents submitted.

14 Form of Tender and Schedules

- 14.1 The Form of Tender and Schedules, shall be prepared using the relevant forms furnished in Section IV, Tender Forms. The forms must be completed without any alterations to the text, and no substitutes shall be Accepted except as provided under ITT 22.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize all pages of the Tender documents submitted.
- 14.2 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

15 Alternative Tenders

- 15.1 Unless otherwise specified in the TDS, alternative Tenders shall not be considered.
- 15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the TDS, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.
- 15.3 Except as provided under ITT 15.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price the Procuring Entity's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Winning Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.
- 15.4 When specified in the TDS, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the TDS, as will the method for their evaluation and described in Section VII, Works' Requirements.

16 Tender Prices and Discounts

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

- 16.2 The Tenderer shall price for all items of the Works, including design, management and quality control costs and shall be assumed to have included in the Tender price all associated costs, including costs to meet Public Authorities' requirements.
- 16.3 The price to be quoted in the Form of Tender, in accordance with ITT 14.1, shall be the total price of the Tender, excluding any discounts offered.
- 16.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 14.1.
- 16.5 It will be specified in the TDS if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, except in cases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.
- 16.6 Where Tenders are being invited for individual lots (contracts) or for any combination of lots (packages), Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 16.4, provided the Tenders for all lots (contracts) are opened at the same time.
- 16.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.

17 Currencies of Tender and Payment

- 17.1 The currency (ies) of the Tender and the currency (ies) of payments shall be the same.
- 17.2 Tenderers shall quote entirely in Kenya Shillings.
 - 17.2.1 A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya (referred to as "the foreign currency requirements") shall indicate so in the Financial Tender the percentage(s) of the Tender Price (excluding Provisional Sums), needed by the Tenderer for the payment of such foreign currency requirements, limited to no more than two foreign currencies.
 - 17.2.2 The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the percentage (s) mentioned in (a) above shall be specified by the Tenderer in the TDS, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Tenderer.
- 17.3 Tenderers may be required by the Procuring Entity to justify, to the Procuring Entity's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Tender are reasonable,

in which case a detailed breakdown of the foreign currency requirements shall be provided by Tenderers.

18 Documents Comprising the Technical Tender

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

19 Documents Establishing the Eligibility and Qualifications of the Tenderer

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

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

19.3 If a margin of preference applies as specified in accordance with ITT 36.1, national Tenderers, individually or in joint ventures, applying for eligibility for national preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 36.1.

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

19.5 The purpose of the information described in ITT 19.2 above overrides any claims to confidentiality which a Tenderer may have. There can be no circumstances in which it would be justified for a Tenderer to keep information relating to its ownership and control confidential where it is Tender to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

19.6 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the Tenderer under ITT19.5. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

19.7 All information provided by the Tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring

Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

- 19.8 If a Tenderer fails to submit the information required by these requirements, its Tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a Tenderer pursuant to these requirements, then the Tender will be rejected.
- 19.9 If information submitted by a Tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the Tenderer in relation to the procurement or contract management process, then:
- a) If the procurement process is still ongoing, the Tenderer will be disqualified from the procurement process,
 - b) If the contract has been awarded to that Tenderer, the contract award will be set aside,
 - c) The Tenderer will be referred to the relevant law enforcement authorities for investigation of whether the Tenderer or any other persons have committed any criminal offence.
- 19.10 If a Tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 19.9 will ensue unless the Tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the Tenderer.

20 Period of Validity of Tenders

- 20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 21, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 26.3.

21 Tender Security

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

Tender Forms.

- 21.2 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:
- a) cash;
 - b) A bank guarantee;
 - c) A guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - d) A guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya, and from a reputable source, and an eligible country.
- 21.3 If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 24.2.
- 21.4 If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 21.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.
- 21.5 The Tender Security shall be returned/release as promptly as possible
- a) The procurement proceedings are terminated;
 - b) The procuring entity determines that none of the submitted Tenders is responsive;
 - c) A bidder declines to extend the Tender validity.
 - d) Once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 21.6 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender; or
 - b) If the successful Tenderer fails to:
 - i) Sign the Contract in accordance with ITT 50; or
 - ii) Furnish a performance security in accordance with ITT 51.
- 21.7 Where the Tender-Securing Declaration is executed the Procuring Entity will recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 21.8 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tender, the Tender Security or the

Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 13.2.

21.9 A Tenderer shall not issue a Tender security to guarantee itself.

22 Format and Signing of Tender

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

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

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

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

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

D. Submission and Opening of Tenders

23 Sealing and Marking of Tenders

23.1 The Tenderer shall deliver the Tenders (technical and Financial) in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender addressed to the Procuring Entity and a warning "DO NOT OPEN BEFORE..... (the time and date for Tender opening date)". Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

23.2 In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall be closed and shall be addressed as follows:

- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Technical Tender, and
- b) in an envelope or package or container marked "COPIES", all required copies of the Technical Tender; and
- c) in an envelope marked "ORIGINAL" the Form of Tender; and the inner

envelopes or packages or containers shall:

- i) bear the name and address of the Procuring Entity.
- ii) bear the name and address of the Tender; and
- iii) bear the name and Reference number of the Contract.

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

23.4 The Tender or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Tender or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned ***unopened***.

24 Deadline for Submission of Tenders

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

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

25 Late Tenders

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

26 Withdrawal, Substitution, and Modification of Tenders

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

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

submission of Tenders, in accordance with ITT 22.

- 26.2 Tenders requested to be withdrawn in accordance with ITT 26.1 shall be returned unopened to the Tenderers.
- 26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

27 Tender Opening

- 27.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Tenders in the presence of the Tenders representatives who choose to attend. The opening date, time and the address are stated in the TDS. The envelopes with the Form of Tender (Financial Proposal) shall remain sealed and shall be securely stored by the Procuring Entity until they are opened.
- 27.2 At the opening of the Technical Tenders the following shall be read out: (i) the name and the country of the Tender or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope of the Form of Tender (Financial Proposal); (iii) any modifications to the Tender submitted prior to Tender submission deadline; and (iv) any other information deemed appropriate or as indicated in the TDS.
- 27.3 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelopes with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is readout at Tender opening.
- 27.4 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is readout at Tender opening.
- 27.5 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is readout at Tender opening.
- 27.6 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 27.7 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation.

- 27.8 At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 25.1).
- 27.9 The Procuring Entity shall prepare minutes of the opening of technical Tenders that shall include, as a minimum:
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification; and any discounts offered as a separate letter;
 - b) presence of a sealed Form of Tender Price;
 - c) any alternative technical Tenders, if any;
 - d) the presence or absence of a Tender Security, if one was required.
- 27.10 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the Tender opening register shall be distributed to all Tenderers upon request.
- 27.11 After the technical evaluation is completed, the Procuring Entity shall notify those Tenderers whose Tenders were considered non-responsive to the Tender document for not meeting the minimum qualifying technical score, advising them the following: (i) their Tender was not responsive to the Tender Document and did not meet the minimum qualifying technical score; (ii) provide information relating to the Tenderer's overall technical score, as well as scores obtained; (iii) their Forms of Tender will be returned unopened after completing the Tender process and contract signing; and (iv) notify them of the date, time and location of the public opening of the Forms of Tender (Financial Proposals) and invite them to attend.
- 27.12 The opening date of the Forms of Tender should allow the Tenders sufficient time to decide for attending the opening and shall be not less than five (5) Business Days from the date of notification of the results of the technical evaluation. Tenderer's attendance at the opening of the Forms of Tender is optional and is at the Tenderer's choice. The Forms of Tender shall be opened publicly by the Procuring Entity's opening committee in the presence of the representatives of the Tenderers who chooses to attend.
- 27.13 At the opening, the names of the Tenders, and the overall technical scores, shall be read aloud. The Forms of Tender will then be inspected to confirm that they have remained sealed and unopened. These Forms of Tender shall be then opened, and the total prices read aloud and recorded. Upon request, copies of the record shall be sent to all Tenders who submitted Tenders.

E. Evaluation and Comparison of Tenders

28 Confidentiality

- 28.1 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 44.

- 28.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.
- 28.3 Not with standing ITT 28.2, from the time of Tender opening to the time of contract award, if a Tenderer wishes to contact the Procuring Entity on any matter related to the Tender process, it shall do so in writing.

29 Clarification of Tenders

- 29.1 To assist in the examination, evaluation, and comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender, given a reasonable time for a response. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT 33.
- 29.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

30 Deviations, Reservations, and Omissions

- 30.1 During the evaluation of Tenders, the following definitions apply:

“Deviation” is a departure from the requirements specified in the Tender document;

“Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender document; and “Omission” is the failure to submit part or all of the information or documentation required in the Tender document.

31 Determination of Responsiveness

- 31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 13.
- 31.2 A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:
- a) Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - b) limit in any substantial way, inconsistent with the Tender document, the Procuring Entity's rights or the Tenderer's obligations under the proposed contract; or
 - c) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

- 31.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 18, to confirm that all requirements of Section VII, Employer's Requirements have been met without any material deviation, reservation or omission.
- 31.4 If a Tender is not substantially responsive to the requirements of the Tender document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32 Non-material & Non-conformities

- 32.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.
- 32.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non- conformities in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
- 32.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the TDS.
- 32.4 Provided that the Tender is substantially responsive, no correction of errors is expected in this Tender.

33 Correction of Arithmetical Errors

- 33.1 The Tender submitted as submitted and read out during the Tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 33.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
- a) Any error detected if considered a major deviation that affects the substance of the Tender, shall lead to disqualification of the Tender as non-responsive.
 - b) Any errors in the submitted Tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the Tender and shall lead to disqualification of the Tender as non-responsive. and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

34 Breakdown of the Tender Price

- 34.1 The completed Form of Tender shall have a table indicating the a detailed of the Tender Price which must include:
- a) Preliminary items such as insurance for works, noticeboards, statutory payments, site office costs, etc.,
 - b) Monthly cost of design/supervisory staff and site agents (up to contract completion);
 - c) Monthly cost of major items of equipment (up to contract completion);
 - d) Cost of the works (a lump sum figure).
 - e) Any items specified in the TDS.
- 34.2 The Breakdown of the Tender Price will form the basis of the Bills of Quantities and Payment Schedule and will be agreed with the Procuring Entity prior to signing of the contract and it will be part of the Contract Agreement. In addition, the Contract or shall be required to submit non-binding quarterly estimates of the payments which he expects to become due during the execution of the works.
- 34.3 In preparing the Schedule of Payments, every effort must be taken to ensure that the schedule is not is seriously unbalanced and/or front loaded. If in the Procuring Entity's opinion, the schedule is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the schedule of prices with the scope of works, proposed methodology, schedule and any other requirements of the Contract.
- 34.4 On award of Contract, within the period specified in the TDS, the Tenderer will prepare a complete Bills of Quantities for the works in conformity with ITT 31.1 (d) which will form the basis of preparing payment certificates. If in the Procuring Entity's opinion, the pricing in the Bills of Quantities is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the schedule of prices with the scope of works, proposed methodology, schedule and any other requirements of the Contract.

35 Conversion to Single Currency

- 35.1 For evaluation and comparison purposes, the currency (ies) of the Tender shall be converted into a single currency as specified in the TDS.

36 Margin of Preference and Reservations

- 36.1 A margin of preference may be allowed only when the contract is open to international competitive Tender where foreign contractors are expected to participate in the Tender process and where the contract exceeds the value/threshold specified in the Regulations.
- 36.2 A margin of preference shall not be allowed unless it is specified so in the TDS.
- 36.3 Contracts procured on basis of international competitive Tender shall not be

subject to reservations exclusive to specific groups as provided in ITT 36.1.

37 Nominated Subcontractors

- 37.1 Unless otherwise stated in the TDS, the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Procuring Entity.
- 37.2 Tenderers may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified in the TDS. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.
- 37.3 The subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated by the Procuring Entity in the TDS as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

38 Evaluation of Tenders

- 38.1 To assist in the examination, and evaluation of Technical Proposals, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender, given a reasonable time for a response. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of any errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT 33.
- 38.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.
- 38.3 The Procuring Entity's evaluation committee shall evaluate the Technical Tenders that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Tender Documents. The eligibility and mandatory criteria shall include the following and any other that may include in the Data sheet.
 - a) Firm has submitted the required number of copies of the Technical Proposals.
 - b) Firm has submitted a sealed form of Proposal (Financial proposal).
 - c) The Tender is valid for the required number of days.
 - d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.
 - e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.
 - f) Valid Tax Compliance Certificate for Kenyan firms.

- g) Key Experts are from eligible countries.
- h) A Tenderer has not participated in more than one Tender, except for alternative Tenders if so allowed.
- i) The Tender is not in solvent, in receivership, bankrupt or in the process of being wound up.
- j) The Tenderer, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.
- k) The Tenderer is neither precluded from entering into a Contract nor debarred by PPRA.
- l) The Tenderer has not proposed employing public officials, civil servants and employees of public institutions.
- m) The Tenderer, its sub-consultants and experts have no conflicts of interest.
- n) Any other material requirement in the ITT.

38.4 Only Technical proposals of Tenderers that pass the preliminary examination will be evaluated. A Tender shall be rejected at this stage if it does not respond to important aspects of the Tender document if it fails to achieve the minimum technical score indicated in the TDS.

39 Comparison of Tender Prices

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

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

- a) The Tender price, including Provisional Sums, if any;
- b) Price adjustment due to unconditional discounts offered in accordance with ITT 16.4;
- c) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITT 32.3;
- d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 35;
- e) any additional evaluation factors specified in the TDS and Section III, Evaluation and Qualification Criteria.

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

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

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

40 Abnormally Low Tenders

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

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

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

41 Abnormally High Tenders

41.1 An abnormally high Tender price is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

41.2 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high Tenders. The Procuring Entity may also seek written clarification from the Tenderer on the reason for the high Tender price. The Procuring Entity shall proceed as follows:

- a) If the Tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the Tender depending on the Procuring Entity's budget considerations.
- b) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high Tender prices, the Procuring Entity shall reject all Tenders and may repropose for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

41.3 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between Tenderers is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before reproposing.

42 Qualifications of the Tenderer

- 42.1 The Procuring Entity shall determine to its satisfaction whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 42.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 19. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the Tender document), or any other firm (s) different from the Tenderer.
- 42.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

43 Lowest Evaluated Tender

- 43.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:
- a) Substantially responsive to the Tender document; and
 - b) The lowest evaluated price.

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

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

F. AWARD OF CONTRACT

45 Award Criteria

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

46 Notice of Intention to enter into a Contract / Notification of award

- 46.1 Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of award to all Tenderers which shall contain, at a minimum, the following information:
- a) The name and address of the Tenderer submitting the successful

Tender;

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

47 Standstill Period

- 47.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied Tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 47.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

48 Debriefing by the Procuring Entity

- a) On receipt of the Procuring Entity's Notification of Intention to Enter in to a Contract referred to in ITT 46, an unsuccessful Tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their Tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.
- b) Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

49 Letter of Award

- 49.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 44.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful Tenderer to furnish the Performance Security within 21 days of the date of the letter.

50 Signing of Contract

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

- 50.4 Notwithstanding ITT 50.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the Information System to be supplied,
- 50.5 Where such export restrictions arise from trade regulations from a country supplying those Information System, the Tenderer shall not be bound by its Tender, provided that the Tenderer can demonstrate that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Tenderer in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the Information System under the terms of the Contract.

51 Performance Security

- 51.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the TDS, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.
- 51.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the TDS, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Lowest Evaluated Tender.
- 51.3 Performance security shall not be required for contracts estimated to cost less than Kenya shillings five million shillings.

52 Publication of Procurement Contract

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

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

53 Procurement Related Complaint and Administrative Review

53.1 The procedures for making Procurement-related Complaints or a request for review shall be specified in the TDS.

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

SECTION II - TENDER DATA SHEET (TDS)

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

Reference to ITT Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
A. General	
ITT 1.1	<p>Request for Tender: Design & Build (D&B) Works Contract</p> <p>The identification of the Tender is: SDAAD/OT/001/2025-2026</p> <p>The Procuring Entity is: State Department for Aviation and Aerospace Development.</p> <p>The Tender is for the “The Proposed Design, Development and Modernization of Jomo Kenyatta International Airport (JKIA), Nairobi, Kenya.”</p> <p>The Contract shall be executed as an integrated Design & Build basis, under which the Contractor shall assume single-point responsibility for design and construction, of the Works for the duration specified in Section V [Employer’s Requirement].</p> <p>Tender is based on an individual (Single Lot) Contract.</p>
ITT 1.2	The Source of funds shall be the Government of Kenya
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: Three (03) Members
ITT 3.12	Tenderers shall demonstrate registration with Kenya NCA as NCA 1 Category Contractor, or equivalent internationally recognized Contractors’ registration body
B. Contents of Tender Document	
ITT 8.1	<p>For Clarification of Tender purposes, for obtaining further information and for obtaining of Tender documents, the Procuring Entity’s address is:</p> <p>Attention: Head Supply Chain Management Services Email Address: procurement@aviation.go.ke</p>
ITT 8.2	<p>(A) Pre-Bid Tender meeting shall be held at the following date, time and place:</p> <p>Date: 08 April 2026 and 09 April 2026 Time: 10:00 A.M. EAT Place: Physical at the address below:</p>

Reference to ITT Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
	<p>Jomo Kenyatta International Airport (JKIA) – Airport Manager Conference Room – Parking Garage Rooftop.</p> <p>The link will be shared to the bidders, who shall have confirmed interest to the provided email procurement@aviation.go.ke</p> <p>Attendance of the Pre-bid tender meetings and site visits is mandatory.</p>
ITT 8.4	<p>(1) Minutes of the pre-bid tender conference will be published on Website.</p> <p>Name of Website: https://www.transport.go.ke and www.tenders.go.ke</p>
ITT 9.1	<p>The Procuring Entity shall publish its responses & addendum (if any) at the website on https://www.transport.go.ke and www.tenders.go.ke</p>
C. Preparation of Tenders	
ITT 13.1(h)	<p>The Tenderer shall submit the following additional documents in its Tender: See Qualification Criteria and Requirements</p>
ITT 15.1	<p>Alternative Tenders shall not be considered.</p>
ITT 16.5	<p>The prices quoted by the Tenderers shall be: Shall not be subject to adjustment and will be fixed</p>
ITT 17.2	<p>Tenderer shall quote financial proposal in not more than two (02) free foreign currencies and quoted price shall be converted in Kenya Shillings for evaluation and payment purpose.</p>
ITT 17.2.2	<p>The rates of exchange shall be those published by Central Bank of Kenya (CBK) as of the date twenty-eight (28) days prior to tender submission deadline.</p>
ITT 20.1	<p>The Tender validity period shall be 180 days from the date of submission and its opening.</p>
ITT 21.1	<p>A Tender Security shall be required in the form of unconditional Bank Guarantee issued by a Commercial Bank in Kenya or from a foreign Bank duly counter guaranteed by a Commercial Bank in Kenya.</p> <p>If a Tender Security shall be required, the amount and currency of the Tender Security shall be of 2,500,000,000 KES (Two Billion Five Hundred Million Kenyan Shillings).</p> <p>Tender Security shall be valid for 30 days beyond the original validity period of the Tender which is 180 days.</p> <p>A Tender-Securing Declaration shall not be required.</p>

Reference to ITT Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
ITT 22.1	In addition to the original of the Technical Proposal, the number of copies is: 3 No.
ITT 22.3	<p>The written confirmation of authorization to sign on behalf of the Tenderer shall consist of:</p> <p>A board resolution or its equivalent, or power of attorney, which should either be:</p> <ul style="list-style-type: none"> a) notarized, or b) attested by an appropriate authority in the Tenderer's home country, specifying the representative's authority to sign the tender on behalf of the Tenderer. <p>If the Tenderer is an intended or existing joint venture, such organization should be signed by all the parties and specify the representative's authority to sign the tender on behalf of the intended or existing joint venture.</p> <p>If the joint venture has not yet been formed, also include written evidence from all proposed members of joint venture of their intent to enter into a joint venture in the event of a contract award.</p>
D. Submission and Opening of Tenders	
ITT 24.1	<p>Tenderers shall submit Tender online electronically. They shall follow the electronic Tender submission procedures specified below: Not Applicable</p> <p>The deadline for Tender submission is: 23rd of April 2026 11:00 A.M. EAT</p>
ITT 27.1	<p>The Tender opening shall take place physically at the address: Conference Room, 8th Floor, State Department of Aviation and Aerospace Development, Transcom Building, Ngong' Road, Nairobi.</p> <p>Date and time of Tender opening: 23rd of April 2026 at 11:00 A.M. EAT.</p>
E. Evaluation, and Comparison of Tenders	
ITT 34.1 (e)	Any items specified in the Breakdown of the Tender Price: Costs related to taxes and duties, costs for exchange rates, parking and security access fees, securities and guarantees, EHS compliance, testing and commissioning, documentation, training, provisional sums, and all other obligations required under the Contract.
ITT 34.4	The Contractor will prepare a complete Bills of Quantities for the works within 30 days after the award of the contract.

Reference to ITT Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
ITT 35.1	<p>The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: Kenya Shilling</p> <p>The source of exchange rate shall be: The Central Bank of Kenya</p> <p>The date for the exchange rate shall be: Twenty-eight (28) days prior to the Tender submission deadline.</p>
ITT 36.2	A margin of preference shall apply for citizen contractors .
ITT 37.1	At this time, the Procuring Entity does not intend to execute certain specific parts of the Works by subcontractors selected in advance.
ITT 37.2	<p>Contractors may propose subcontracting: Maximum percentage of subcontracting permitted is: 20% of the total contract amount.</p> <p>Tenderers planning to subcontract more than 20% of total volume of work shall specify, in the Form of Tender, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience</p>
ITT 37.2	<p>The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows:</p> <p>Airport Ground Lighting Systems (AGL) Passenger Boarding Bridge Baggage handling systems Security & Passenger Screening System Immigration & Airport Smart Technology Firefighting & fire alarm systems Other specialized jobs, if any</p> <p>For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors must be added to the qualifications of the Tenderer.</p>
ITT 37.3	The qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.
ITT 38.4	A Tender shall be rejected if it fails to achieve the minimum technical score of 80 out of 100.
ITT 39.2(d)	<p>Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.</p> <p>Evaluation shall include the factors like proposed completion period, compliance with key technical Employer's Requirements.</p>

Reference to ITT Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
ITT 39.4	Tenderers shall not be allowed to quote separate prices for contract and the methodology to determine the lowest Tenderer is specified in Section III, Evaluation and Qualification Criteria.
ITT 51.2	Performance Security: An amount equal to Ten percent (10%) of the Accepted Contract Amount, as stated in the Letter of Acceptance, in the form of an unconditional Bank Guarantee issued by a Commercial Bank in Kenya or from foreign Bank duly counter guaranteed by a Commercial Bank in Kenya.
ITT 53.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA website www.ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p style="text-align: center;">Attention: Chairman of Public Procurement and Asset Review Board Email address: info@ppra.go.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ul style="list-style-type: none"> (i) the terms of the Tender Documents; and (ii) the Procuring Entity’s decision to award the contract.

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

General Provisions

This section contains all the methods, criteria, and requirements that the Procuring Entity shall use to evaluate Tenders. The Tenderer shall provide all the information requested in the forms included in Section IV, Tender Forms.

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate Tenders and arrive at the Lowest Evaluated Tender. The Tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

The Procuring Entity will start by examining all Tenders to ensure they meet in all respects the qualification criteria and requirements in the ITT 38.3, and that the Tender is complete in all aspects in meeting the requirements of “Part 2 – Employer’s Requirements”.

Preliminary 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

Tenderers shall meet the below mandatory requirements will not be evaluated further.

No	Requirement	Compliance
1	All Tenderers shall fill and sign ALL the Standard Qualification Forms contained in the Tender Document - Section VIII i.e. (a) Form of Tender, (b) Form of Tender Security, (c) Qualification information Forms, (Form no.EL1- 1.1 & 1.2, CONS 2, FIN 3.1 (d) Confidential Business Questionnaire, (e) Self-declaration and (f) Demonstrate compliance to 40% local content	Must meet
2	Submission of a valid registration certificate issued by the National Construction Authority (NCA) or its equivalent from country of origin for category: a) NCA 1 only for all categories general building works or its equivalent from the country of origin;	Must meet

No	Requirement	Compliance
	<p>b) NCA 1 and EPRA Class A1 for Electrical Works;</p> <p>c) NCA 1 for Mechanical Works,</p> <p>d) NCA 1 for Road works</p> <p>e) NCA 1 for Water</p> <p>The registration certificates shall be accompanied by a Valid NCA practicing license or its equivalent from the country of origin.</p>	
3	Copy of Registration/incorporation certificate to show that the applicant is a registered company and legally authorized to do business in Kenya or the country of origin.	Must meet
4	Copy of CR 12 issued within the last 6 months. Where one or more of the shareholders is a company (Beneficial Ownership), the CR12 or equivalent from country of origin of such a company shall be provided. However, where the CR12 of the beneficial shareholders is not available, as at the time of the tender submission, the successful bidder shall be required to submit it before execution of the contract.	Must Meet
5	A valid and current tax compliance certificate (TTC) issued by KRA or its equivalent in the country of origin.	Must meet
6	Demonstrate proof of access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means within the last 6 months (independent of any contractual advance payment), sufficient to meet the cash flow requirements, estimated as 100,000,000,000 KES (Kenya Shillings One Hundred Billion) for the subject contract(s) net of the Tenderers other commitments.	Must meet
7	<p>Bidders to provide confirmation that they are agreeable to a staggered deferred payment terms as follows:</p> <p>1) An amount equivalent to 10% of the Contract Sum shall be paid as a non-recoverable advance payment against the provision of an unconditional bank guarantee of the same amount and currency.</p> <p>2) An amount equivalent to 20% of the Contract Sum shall become due and payable upon certification of 50% completion of the Works or on the 18th month after the Commencement Date, whichever occurs later.</p>	Must Meet

No	Requirement	Compliance
	<p>3) An amount equivalent to 25% of the Contract Sum, shall become due and payable upon issuance of the Taking-Over Certificate (TOC) for the Works.</p> <p>4) The remaining 45% of the Contract Sum shall be payable after the issuance of the Performance Certificate at the end of the Defects Notification Period.</p> <p>This can be provided in the form of a letter specific to this tender, addressed to the Accounting Officer of the procuring entity duly signed by the authorized representative.</p>	
8	Submission of Tender security of KES 2,500,000,000 – (Two Billion Five Hundred Million Kenyan Shillings) (210 days validity from date of Tender opening) in the prescribed format contained in the Tender Document and enclosed in the original copy of the tender document.	Must meet
9	A written power of Attorney authorizing the signatory of the tender to commit the Tenderer witnessed by a Commissioner for Oaths/ notary public or the equivalent in the country of origin.	Must meet
10	Signed Site Visit Certificate. A proposed qualified engineer or architect will be required to attend the pre-bid and site visit meetings.	Must Meet
11.	Copy of valid Business permit/license or its equivalent in the country of origin;	Must Meet
<p align="center">NOTE: Tenderers who will not meet any of the above mandatory requirements will not be evaluated further.</p>		

Table – 1. Qualification Criteria and Requirement [Technical Part]

Only tenders that are substantially responsive to the qualification criteria and requirements in Table 1 are to be assessed for further scoring criteria.

Qualification Criteria			Compliance Requirements				Document/ Form
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITT 3.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITT 3.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Tender
1.3	Eligibility	Not declared ineligible by not meeting any of the conditions in ITT 3.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Tender
1.4	State-owned Entity in Kenya	Tenderer required to meet conditions of ITT 3.8	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Forms ELI -1.1 and 1.2, with attachments
1.5	United Nations resolution or laws of Kenya	Not having been excluded as a result of prohibition in the laws of Kenya or official regulations against commercial relations with Kenya, or by an act of compliance with UN Security Council resolution, both in accordance with ITT 3.9 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Qualification Criteria			Compliance Requirements				Document/ Form
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor's default since 1 st February 2016.	Must meet requirement ¹	Must meet requirements	Must meet requirement ²	N/A	Form CON-2
2.2	Suspension Based on Execution of Tender/Tender Securing Declaration by the Procuring Entity	Not under suspension based on execution of a Tender / Tender Securing Declaration pursuant to ITT 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form of Tender Securing Declaration
2.3	Pending Litigation	Tenderer's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Tenderer	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	Litigation History	No consistent history of court/arbitral award decisions	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

¹ Nonperformance, as decided by the Procuring Entity, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Procuring Entities decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.

² This requirement also applies to contracts executed by the Applicant as JV member.

Qualification Criteria			Compliance Requirements				Document/ Form
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
		against the Tenderer ³ since 1 st February 2016					
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements, estimated as 100 Billion KES (Kenya Shillings One Hundred Billion) for the subject contract(s) net of the Tenderers other commitments	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1, with attachments
		(ii) The Tenderer shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	
		(iii) The audited balance sheets for the last 05 (five) years shall be submitted and must demonstrate the current soundness of the Tenderer's	Must meet requirement	N/A	Must meet requirement	N/A	

³ The Applicant shall provide accurate information on the related Application Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Applicant or any member of a joint venture may result in rejection of the Application.

Qualification Criteria			Compliance Requirements				Document/ Form
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
		financial position and indicate its prospective long-term profitability.					
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings <i>Ninety-Five Billion (95,000,000,000 KES)</i> , calculated as total certified payments received for contracts in progress and/or completed within the last 05 (Five) years.	Must meet requirement	Must meet requirement	Must meet 25% <i>[Twenty five percent]</i> of the requirement with the exception of design firm is one of the JV members	Must meet 40%, <i>(forty percent)</i> of the requirement	Form FIN – 3.2
4. Experience							
4.1	Design & Build (D&B) Experience	<p>The Tenderer shall demonstrate experience in delivery of at least one construction project including testing and commissioning, in East Africa, with value of at least 100 billion KES.</p> <p>The Tenderer shall demonstrate experience in contracts as a prime contractor or joint venture member, which are commissioned and operational, or substantially completed, on or after 1 February 2016 with value above 100 billion KES.</p>	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP – 4.1 Evidence by the following documents should be included: 1- Form of agreement; and 2- Evidence of Substantial completion through either: a) Substantial Completion Certificate / Taking-Over Certificate; or b) Performance Certificate; or c) evidence of 80% certified interim payment certificate.

Qualification Criteria			Compliance Requirements				Document/ Form
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
4.2	Specific Experience	<p>The Tenderer shall demonstrate (singly or as a JV) both:</p> <p>(i) successfully completed at least two (2) Design & Build airport terminal projects, one of which is outside the bidder's home country, each with a minimum value of KES 30 Billion and a total construction built-up area of at least 100,000 sqm; and</p> <p>(ii) successfully completed at least one (1) Design infrastructure project (runway, or taxiways, aprons, etc.) to accommodate Code F aircrafts.</p> <p>(iii) successfully completed at least one (1) Construction project for airfield infrastructure project (runway, or taxiways, aprons, etc.) with a minimum value of KES 10 Billion.</p> <p>(iv) successfully completed at least one (1) construction project operating in a live airport environment.</p> <p>Tenderers may enter into a consortium or JV with a Design firm who shall demonstrate</p>	Must meet requirements	Must meet requirements	N/A	N/A	<p>Form EXP – 4.2</p> <p>Evidence by the following documents should be included:</p> <p>1- Form of agreement; and</p> <p>2- Evidence of Substantial completion through either:</p> <p>a) Substantial Completion Certificate / Taking-Over Certificate; or</p> <p>b) Performance Certificate; or</p> <p>c) evidence of 80% certified interim payment certificate.</p>

Qualification Criteria			Compliance Requirements				Document/ Form
No	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
		<p>accomplishment as a lead designer or consulting firm the items listed in items (i) to (iii) above.</p> <p>In addition, the Tenderer (singly or in JV or the Consortium) must demonstrate experience in green buildings (LEED, BREEAM, EDGE, or equivalent) and ISO Certifications on QC/QA and EMS.</p>					

Notes for Tenderers:

- I. Tenderers who will not meet any one of the above mandatory requirements will not be evaluated further.
- II. For D&B contracts, the Lead Joint Venture Member shall be a main contractor and retain overall responsibility for design integration, commissioning and construction.
- III. Design experience may be provided by JV members or nominated subcontractors; however, contractual accountability shall remain with the D&B Contractor.
- IV. The Tenderer may use a single contract to satisfy two or more experience criteria requirements. In such cases, the Tenderer shall complete separate EXP forms for each subject contract type. (For example, if a contractor undertook both design and

construction on a similar contract, it may use that experience to qualify under Design Experience and Construction Experience. In such case it would complete forms EXP-4.1)

- V. The Tenderer may rely on the qualifications, experience, and/or financial resources of its parent company, subsidiaries, or affiliates
- VI. Substantial completion shall be based on 80% or more of the contract completed.
- VII. For contracts under which the Tenderer participated as a joint venture member, only the Tenderer's role and responsibilities shall be considered as qualifying experience.

5. Financial Resources

Using the relevant Form Nos. FIN 3.2 and FIN 3.3 in Section IV, Tender Forms, the Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, average annual turnover, total assets, total liabilities (less equity), current assets, current liabilities, Working Capital (WC), net profit (profit before tax) and other financial means, other than any contractual advance payments to meet requirements stipulated in Para 3.1.

6. Contractor's executed projects and ongoing projects

- 6.1 The Tenderer shall provide information on Design & Build (D&B) Experience, in the relevant Forms 4.1 and 4.2 of Section IV, Tender Forms. The Tenderer shall provide a detailed list of their executed projects during the past 10 (ten years) based on information required in forms along with supporting documents.
- 6.2 Additionally, the same shall be provided for the current works in hand including the percentage of the uncompleted works.

7. Key Personnel

- 7.1 The Tenderer must demonstrate that it will have a suitably qualified Contractor's Representative and suitably qualified (and in adequate numbers) minimum Key Personnel, as described hereunder and in the Employer's Requirements.
- 7.2 The Tenderer shall provide details of the Contractor's Representative and Key Personnel and such other Key Personnel that the Tenderer considers appropriate, together with their academic qualifications and work experience. The Tenderer shall complete the relevant Forms in Section IV, Tender Forms.
- 7.3 The Tenderer shall provide details of the qualifications of the proposed designers or design sub-consultants whom should be experienced, competent, engineers and specialized in works of the particular type and magnitude of the Project.

Sr	Key Personnel	Relevant academic qualifications	Minimum years of relevant work experience
1.	Contractor's Representative / Project Manager	<p>Must be qualified Civil Engineer or Architect, with a Post-graduate degree in relevant engineer or architecture field. (Professional qualification recognized internationally)</p> <p>Must be registered as a Professional Engineer or Architect with the relevant professional body.</p>	<p>25 (Twenty-Five) years of professional experience (post registration) in design and construction supervision of terminals and airport infrastructure projects, with proven experience as a Senior Resident Engineer or Project Manager, leading project teams on comparable nature, scale, and complexity.</p> <p>The Project Manager shall demonstrate familiarity in D&B contracts, variations, EoT/claims, dispute avoidance; in airport or complex infrastructure</p>

Sr	Key Position/ specialization	Relevant academic qualifications	Minimum years of relevant work experience
2.	Design Manager	<p>Must possess a BSc. In Civil Engineering or Bachelor in Architecture, with a Post-graduate degree in related field.</p> <p>Must be registered as a Professional Engineer or Architect with the relevant professional body and possess a valid professional license.</p>	<p>25 (Twenty-Five) years of professional experience (post registration) in Civil or architecture design and construction supervision, of which at least fifteen (15) years shall be in the design and execution of terminals and airport infrastructure projects, including taxiways, and terminal buildings (both new construction and improvement / rehabilitation works).</p> <p>Must be fluent in English.</p>
3.	Construction Manager	<p>Must possess a Bachelor in Civil Engineering or Architecture with a Post-graduate Degree in related engineer or architecture field.</p> <p>Must be registered as an Architect with the relevant professional body.</p>	<p>20 (Twenty) years of professional experience (post registration) in the construction management and supervision of major infrastructure projects, including large-scale airport developments.</p> <p>Must be fluent in English.</p>
4.	Planning & Scheduling Engineer	<p>Must possess a BArch or BEng or BSc Engineering with professional experience in Primavera P6</p> <p>Must be registered as a with the relevant professional body.</p>	<p>15 (Fifteen) years of professional experience (post registration) in D&B scheduling of complex airport projects.</p> <p>Must be fluent in English.</p>
5.	QA / QC Manager (Civil)	<p>Must possess BSc in Civil Engineering with post graduate degree in relevant engineering field.</p> <p>Must be registered as a Professional Engineer with the relevant professional body.</p>	<p>20 (twenty) years professional experience (post registration) in QA/QC for airport infrastructure or large D&B infrastructure.</p> <p>Must be fluent in English.</p>
6.	QA / QC Manager (Architecture)	<p>Must possess Bachelor in Architecture with post-graduate degree in related architecture field.</p> <p>Must be registered as an Architect with the relevant professional body.</p>	<p>20 (twenty) years professional experience (post registration) in QA/QC for terminals or large D&B buildings.</p> <p>Must be fluent in English.</p>
7.	ORAT [Operational Readiness & Transition] Expert	<p>Must possess Bachelor's Degree in relevant field.</p> <p>Should be registered as a with the relevant professional body.</p>	<p>20 (twenty) years professional experience in ORAT for airport terminal upgrades.</p> <p>Must be fluent in English.</p>

		Must be holder of certification in operation management / ORAT.	
8.	AGL & ICAO Compliance Engineer	<p>Must possess BEng Electrical / Electronic Engineer with Post-graduate degree in related engineering field.</p> <p>Must possess ICAO Annex-14 Professional Training certification</p> <p>Must be registered as a Professional Engineer with the relevant professional body.</p>	<p>20 (twenty) years professional experience (post registration) in Airfield Ground Lighting systems and ICAO compliance.</p> <p>Must be fluent in English.</p>
9.	Mechanical Design Lead (Terminal)	<p>Must possess BEng Mechanical Engineering with post-graduate degree in related engineering field.</p> <p>Must be registered as a Professional Engineer with the relevant professional body.</p>	<p>20 (twenty) years professional experience (post registration) in terminal Mechanical systems (HVAC and BHS)</p> <p>Must be fluent in English.</p>
10.	Electrical Design Lead (Terminal)	<p>Must possess BEng Electrical Engineering with post-graduate degree in related engineering field.</p> <p>Must be registered as a Professional Engineer with the relevant professional body.</p>	<p>20 (twenty) years professional experience (post registration) in terminal electrical systems (Power, ELV integration)</p> <p>Must be fluent in English.</p>
11.	Hydrologist	<p>Must possess BSc in Civil Engineering with post-graduate degree in related hydrology field.</p> <p>Must be registered as a Professional Engineer with the relevant professional body.</p>	<p>15 (fifteen) years professional experience (post registration) in hydrology.</p> <p>Must be fluent in English.</p>
12.	Structural Engineer	<p>Must possess BSc in Civil Engineering with post-graduate degree in structural engineering.</p> <p>Must be registered as a Professional Engineer with the relevant professional body.</p>	<p>15 (fifteen) years professional experience (post registration) in Structural Design and Construction.</p> <p>Must be fluent in English.</p>
13.	Airport Systems & Integration Expert	<p>Must possess BEng Mechanical, Electrical or</p>	<p>20 (twenty) years in overall planning, coordination, interface</p>

		<p>Mechatronics Engineering with post-graduate degree in related engineer discipline.</p> <p>Should be registered as a Professional Engineer with the relevant professional body.</p>	<p>management, and integration of Passenger Boarding Bridges, Baggage Handling Systems, Security & Passenger Screening Systems, and Immigration & Airport Smart Technologies.</p> <p>Must be fluent in English.</p>
14.	Measurements Engineer / Quantity Surveyor (QS)	<p>Must possess BSc in Civil Engineer or Quantity Surveying or Construction Economics / Engineering with related post-graduate degree.</p> <p>Must be a member of RICS, AIQS, or equivalent.</p> <p>Must be registered with the relevant professional body.</p>	<p>15 (fifteen) years professional experience (post registration) in D&B cost management, payment certification, final accounts.</p> <p>Must be fluent in English.</p>
15.	Pavement Engineer	<p>Must possess BSc in Civil Engineering with post-graduate degree in material, pavement, or geotechnical engineering</p> <p>Must be registered as a Professional Engineer with the relevant professional body.</p>	<p>15 (fifteen) years professional experience (post registration) in heavy pavement design and Construction.</p> <p>Must be fluent in English.</p>
16.	Health and Safety Manager	<p>Must possess Bachelor in Engineering with NEBOSH / IOSH / OSHA or equivalent certification</p> <p>Should be registered with the relevant professional body.</p>	<p>15 (fifteen) years professional experience (post registration) in HSE for live airport construction environments</p> <p>Must be fluent in both Swahili and English.</p>
17.	Environmental Specialist	<p>Must possess Bachelor in Environmental Science or equivalent with post-graduate degree in related environmental field.</p> <p>Must possess NEMA certification or</p> <p>Should be registered with the relevant professional body.</p>	<p>15 (fifteen) years professional experience (post registration) in environmental design and construction.</p> <p>Must be fluent in both Swahili and English.</p>

8. Equipment

- 8.1 The Tenderer shall provide its strategy for acquiring and maintaining the key equipment that will be needed to execute the Works in accordance with the Work Program.

8.2 The Tenderer shall provide details in the relevant Form in Section IV.

8.3 The Tenderer should demonstrate ownership or access to the below indicative list of minimum equipment. This list serves only for evaluation purposes. The Tenderer shall be required to deploy adequate amount of equipment and machinery necessary to deliver the project within the stipulated time line.

Sr	Equipment Type and Characteristics	Minimum Capacity	Minimum Number required
1	Hydraulic Excavator	≥ 1.2 m ³ bucket, 30–35 ton	20
2	Bulldozer	≥ 320 HP	10
3	Motor Grader	14–16 ft moldboard	12
4	Wheel Loader	≥ 3.5 m ³ bucket	4
5	Dump Trucks	≥ 20–25 ton payload	80
6	Water Tanker	≥ 10,000 liters	20
7	Asphalt Paver	≥ 9 m paving width, sensor controlled	20
8	Bitumen Sprayer	≥ 8,000 liters	20
9	Tandem Roller	10–12 ton, vibratory	20
10	Pneumatic Tire Roller	≥ 25 ton	10
11	Concrete Batching Plant	≥ 120 m ³ /hr	2
12	Asphalt Batching Plant	≥ 120 m ³ /hr	2
14	Concrete Transit Mixers	≥ 6–8 m ³	8
15	Dewatering Pumps	≥ 200 m ³ /hr	8
16	Tower Crane	≥ 16 ton lifting	10
17	Mobile Crane	≥ 50–80 ton	4
18	Concrete Pump	≥ 120 m ³ /hr	4
19	Bar Cutting & Bending Machines	≥ 32 mm bars	20
20	Diesel Generators	≥ 200 KVA each (N+1)	10

9. Subcontractors

9.1 The Tenderer shall state in the relevant Form in Section IV, the principal (specialized) Subcontractors and/or manufacturers or design sub-consultants that he intends to propose for the Works.

9.2 The proposed Sub Contractor for any of the works by Tenderer shall meet the respective qualification requirements stipulated against Para 4.1.

10. Evaluation of the Technical Proposal

10.1 Technical Proposal shall be comprised of the Design & Build [D&B] Proposals for the Works and other forms as defined for in Section IV, Technical Proposal Forms. The Procuring Entity shall then consider the Technical Proposal of the Tenderers who have been found responsive. The Procuring Entity shall allocate scores for each criterion on the Table of Scores below.

10.2 The Procuring Entity will evaluate the Technical Proposals of all Tenderers that pass Preliminary examination for Determination of Responsiveness using the following criteria and scoring system as indicated below.

Sr	Requirements	Tenderer to Demonstrate	Points for Each Sub Criteria	Max Points												
A.	D&B (Design & Build)			40												
1.	Design Proposal	See Form TP - 1	8													
2.	Construction Management Strategy	See Form TP – 2	8													
3.	Method Statements (Key Activities)	See Form TP – 3	05													
4.	Design - Build Work Program	See Form TP – 4	05													
5.	Site Organization & Team	See Form TP – 5	04													
6.	Risk Assessment & Management	See Form TP – 6	05													
7.	Health, Safety & Code of Conduct	See Form TP - 7	05													
B.	Tenderer Key Personnel for Design & Build (D&B) Works	Criteria for academic qualification and relevant experience is mentioned tabulated data of Para No. 07 of Section III.	-	35												
1.	Contractor's Representative / Project Manager		04													
2.	Design Manager		03													
3.	Construction Manager		03													
4.	Planning & Scheduling Engineer		02													
5.	QA / QC Manager (Civil)		02													
6.	QA / QC Manager (Architecture)	<table border="1"> <thead> <tr> <th>Sr</th> <th>Sub-Criteria</th> <th>Weightage</th> </tr> </thead> <tbody> <tr> <td>I</td> <td>Each key person shall demonstrate specific expertise and experience in the relevant area of practice</td> <td>50%</td> </tr> <tr> <td>II</td> <td>Each key person shall demonstrate relevant technical education/ academic qualification in the relevant field. = 40%</td> <td>45%</td> </tr> <tr> <td>III</td> <td>Each key person be fluent in the required languages</td> <td>05%</td> </tr> </tbody> </table>	Sr	Sub-Criteria	Weightage	I	Each key person shall demonstrate specific expertise and experience in the relevant area of practice	50%	II	Each key person shall demonstrate relevant technical education/ academic qualification in the relevant field. = 40%	45%	III	Each key person be fluent in the required languages	05%	02	
Sr	Sub-Criteria	Weightage														
I	Each key person shall demonstrate specific expertise and experience in the relevant area of practice	50%														
II	Each key person shall demonstrate relevant technical education/ academic qualification in the relevant field. = 40%	45%														
III	Each key person be fluent in the required languages	05%														
7.	ORAT [Operational Readiness & Transition] Expert		02													
8.	AGL & ICAO Compliance Engineer		02													
9.	Mechanical Design Lead		02													
10.	Electrical Design Lead		02													
11.	Hydrologist		01													
12.	Structural Engineer		02													
13.	Airport Systems & Integration Expert		02													
14.	Measurement Engineer / Quantity Surveyor (QS)		02													
15.	Pavement Engineer		01													
16.	HSE Manager (Aviation Projects)		01													
17.	Environmental Specialist		02													
C.	Participation by Kenya citizens among proposed Key Experts	30% of Key Experts shall be citizens of Kenya.		05												
D.	Tenderer Key Equipment: for D&B	Criteria for Key Equipment (Type, characteristics and minimum	-	20												

Sr	Requirements	Tenderer to Demonstrate	Points for Each Sub Criteria	Max Points
		capacity) is mentioned in tabulated data of Para No. 08 of Section III.		
1.	Required minimum equipment are available and other details such as owned or hired, their production capacity, proposed number, and its current location is provided.		08	
2.	Equipment matching to the Contractor's proposed construction methodology are available with the Tenderer and other details such as owned or hired, their production capacity, proposed number, and its current location is provided.		08	
3.	Detailed equipment utilization plan and histogram for the effective completion of the project in line with its construction methodology is provided.		04	
	TOTAL SCORES		100	100

A Tender shall be rejected if it fails to achieve the minimum technical score of 80 out of 100.

Following scoring methodology will be applied to assess the Tenderer's technical submission quality, and below mentioned % will be applied to the criteria mentioned in above table:

Scoring Methodology

Bid Submission Quality	Excellent	Very Good	Good	Average	Below Average	Non-Compliant
Score (%)	100%	90%	80%	70%	50%	0%

Excellent: when Tenderer's submission substantially exceeds the criteria requirements.

Very Good: when Tenderer's submission exceeds the criteria requirements above average.

Good: when Tenderer's submission fully meets the criteria requirements.

Average: when Tenderer's submission adequately meets the criteria requirements, but there are minor deficiencies.

Below average: when Tenderer's submission has significant deficiencies against the criteria requirement that will probably impact negatively on the implementation of the assignment.

Non-compliant: when Tenderer's submission does not comply with the criteria requirement or does not provide enough information to allow a higher score.

11. Margin of Preference. Margin of Preference is allowed to all evaluated and accepted Tenderers as follows:

11.1 The Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign Tenderers, where the percentage of shareholding of Kenyan citizens on the entire consortium team is less than fifty-one percent (51%).

11.2 Tenderers applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required

to determine whether, according to the classification established by the Procuring Entity, a particular Tenderer or group of Tenderers qualifies for a margin of preference.

11.3 After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive Tenders shall be classified into the following groups:

- i) **Group A:** Tenders offered by Kenyan Tenderers and other Tenderers where percentage of shareholding by Kenyan citizens on the entire consortium team is less than fifty-one percent (51%), where Kenyan citizens hold shares of over fifty one percent (51%).
- ii) **Group B:** Tenders offered by foreign Tenderers and other Tenderers where percentage of shareholding by Kenyan citizens on the entire consortium team is less than fifty-one percent (51%).

11.4 All evaluated Tenders in each group shall, as a first evaluation step, be compared to determine the lowest Tender, and the lowest evaluated Tender in each group shall be further compared with each other. If, as a result of this comparison, a Tender from Group A is the lowest, it shall be selected for the award. If a Tender from Group B is the lowest, an amount equal to the percentage indicated in Item 11.1 of the respective Tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each Tender from Group B. All Tenderers shall then be compared using new prices with added prices to Group B and the lowest evaluated Tender from Group A. If the Tender from Group A is still the lowest Tender, it shall be selected for award. If not, the lowest evaluated Tender from Group B based on the first evaluation price shall be selected.

12. Evaluation of Financial Part [ITT 39]

12.1 The financial Tender shall be opened and checked for completeness and correctness for computational errors in accordance with ITT 39.

12.2 However, evaluation shall also include the factor like proposed completion period, and strict compliance with technical Employer's Requirements. The Time for Completion of D&B is as specified in GCC Sub-clause 1.1.78. No credit will be given for earlier completion. Tenders offering a Time for Completion of D&B beyond the designated period shall be rejected.

13. **Multiple Contracts** NOT APPLICABLE

14. **Alternative Tenders** NOT APPLICABLE

SECTION IV – TENDERS FORMS

1. Letter of Tender – Technical Part
2. Letter of Tender – Financial Part

A. Tender Qualification Forms

3. Form ELI - 1.1 - Tenderer Information Form
4. Form ELI - 1.2 - Tenderer's JV Information Form
5. Form CON 2 - Historical Contract Non-Performance, and Pending Litigation and Litigation History
6. Form FIN – 3.1 - Financial Situation and Performance
7. Form FIN - 3.2 - Average Annual Construction Contracts Turnover
8. Form FIN - 3.3 Financial Resources
9. Form CCC - Current Contract Commitments / Works in Progress
10. Form EXP - 4.1 Design & Build (D&B) Experience
11. Form EXP - 4.2 Specific Construction Experience
12. Foreign Tenderers 40% Rule
13. Form EQU: Equipment
14. Form PER - 1 Contractor's Representative and Key Personnel Schedule
15. Form PER-2: Resume and Declaration - Contractor's Representative and Key Personnel
16. Form SUB – Subcontractors (Proposed Subcontractors for Major Activities / Sub-Activities)

1. Letter of Tender – Technical Part:

Date:[insert day, month, and year]
Tender No. and title: [insert ITT number and title]

To The State Department for Aviation and Aerospace Development
Transcom House, Ngong’ Road,
P.O. Box 52692-00100, Nairobi, Kenya

Dear Sir or Madam:

We, the undersigned Tenderer, hereby submit our Tender, in two parts, namely:

- (a) The Technical Part, and
- (b) The Financial Part.

Having examined the Tender Documents including any Addenda issued in accordance with ITT 10, we, the undersigned, offer to provide the Design and Build (D&B) Service to **The State Department for Aviation and Aerospace Development**, in full conformity with the said Tender Documents and any Addenda.

We undertake, if our Tender is accepted, to commence the Works and achieve Completion within the respective times stated in the Tender Documents.

We hereby certify that we, including any subcontractors or manufacturers for any part of the contract, meet the eligibility requirements and have no conflict of interest in accordance with ITT 3.

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Kenya PPRA. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

State-owned enterprise or institution: [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of **ITT 3.8**].

Potential DAB Members: We hereby propose the following three persons, whose curriculum vitae are attached, as potential DAB members:

Name	Address
1.	
2.	
3.	

We agree to abide by this Tender, which, in accordance with ITT 13 and ITT 14, consists of this letter (Letter of Tender - Technical Part) and enclosures, until [insert day, month and year

in accordance with TDS 20.1], and it shall remain binding upon us and may be accepted by you at any time on or before this date..

Until the formal final Contract is prepared and executed between us, this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us.

Name of the Tenderer: **[insert complete name of the Tenderer]*

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

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

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

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

*: In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as Tenderer.

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

ENCLOSURE(S):

INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Tender in the first envelope "TECHNICAL PART".

The Tenderer must prepare the Letter of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.

Note: All italicized text in black font is to help Tenderers in preparing this form and Tenderers shall delete it from the final document.

2. Letter of Tender – Financial Part:

Date:[insert day, month, and year]
Tender No. and title: [insert ITT number and title]

To The State Department for Aviation and Aerospace Development
Transcom House, Ngong' Road,
P.O. Box 52692-00100, Nairobi, Kenya

Dear Sir or Madam:

We, the undersigned Tenderer, hereby submit the second part of our Tender, the Financial Part

Having examined the Tender Documents including any Addenda issued in accordance with ITT 10, we, the undersigned, offer to provide the Design & Build (D&B) Services to The State Department for Aviation and Aerospace Development , in full conformity with the said Tender Documents and any Addenda for the total Tender Price, excluding any discounts offered below is

The discounts offered and the methodology for their application is:

- (i) The discounts offered are: [*Specify in detail each discount offered*]
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

If our Tender is accepted, we undertake to provide an advance payment security and a Performance Security in the form, in the amounts, and within the times specified in the Tender Documents.

We agree to abide by this Tender, which, in accordance with ITT 13 and ITT 14, consists of this letter (Letter of Tender – Financial Part) and the enclosures listed below, until [*insert day, month and year in accordance with TDS 20.1*], and it shall remain binding upon us and may be accepted by you at any time on or before this date.

Commissions, gratuities and fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tender process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

Name of Recipient	Address	Reason	Amount

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

Until the formal final Contract is prepared and executed between us, this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us.

Name of the Tenderer: **[insert complete name of the Tenderer]*

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

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

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

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

*: In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as Tenderer.

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

ENCLOSURE(S):

INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Tender in the second envelope "FINANCIAL PART".

The Tenderer must prepare the Letter of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.

Note: All italicized text in black font is to help Tenderers in preparing this form and Tenderers shall delete it from the final document.

QUALIFICATION FORMS:

3. Form ELI - 1.1 - Tenderer Information Form

Date:*[insert day, month, year]*

Tender No. and title:*[insert Tender number and title]*

Page.....*[insert page number]* of *[insert total number]* pages

Tenderer's name <i>[insert full name]</i>
In case of Joint Venture (JV), name of each member: <i>[insert full name of each member in JV]</i>
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation: <i>[indicate year of Constitution]</i>
Tenderer's legal address [in country of registration]: <i>[insert street/ number/ town or city/ country]</i>
Tenderer's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.1. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8 documents establishing: Legal and financial autonomy Operation under commercial law Establishing that the Tenderer is not under supervision of the Procuring Entity 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. 3. Registration with Kenya NCA as NCA 1 Category Contractor, or equivalent internationally recognized contractors' registration body

4. Form ELI - 1.2 - Tenderer's JV Information Form

[The following form is additional to Form ELI-1.1., and shall be completed to provide information relating to each JV member (incase the Tenderer is a JV) as well as any Specialized Subcontractor proposed to be used by the Tenderer for any part of the Contract resulting from this prequalification]

Date: *[insert day, month, year]*

Tender No. and title:.....*[insert Tender number and title]*

Page.....*[insert page number]* of *[insert total number]* pages

Tenderer name: <i>[insert full name]</i>
Tenderer's JV Member's name: <i>[insert full name of Tenderer's JV Member]</i>
Tenderer's JV Member's country of registration: <i>[indicate country of registration]</i>
Tenderer JV Member's year of constitution: <i>[indicate year of constitution]</i>
Tenderer JV Member's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Tenderer JV Member's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.1 <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of the Procuring Entity, in accordance with ITT 3.8. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. 3. Registration with Kenya NCA as NCA 1 Category Contractor, or equivalent internationally recognized contractor registration body

5. Form CON 2 - Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Tenderer and for each member of a Joint Venture]

Tenderer's Name:..... *[insert full name]*
 Date: *[insert day, month, year]*
 Joint Venture Member's Name:..... *[insert full name]*
 Tender No. and title:.....*[insert Tender number and title]*
 Page*[insert page number]* of *[insert total number]* pages

Non-Performed Contracts in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1. <input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Qualification Criteria and Requirements, requirement 2.1			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (currency), currency exchange rate and Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3. <input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), currency exchange rate and Kenya Shilling equivalent)
<i>insert year]</i>	<i>[insert amount]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Status of dispute: <i>[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</i>	<i>[insert amount]</i>
Litigation History in accordance with Section III, Qualification Criteria and Requirements			

- No Litigation History in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.
- Litigation History in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

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

6. Form FIN – 3.1 - Financial Situation and Performance

[The following table shall be filled in for the Tenderer and for each member of a Joint Venture]

Tenderer's Name:*[insert full name]*
 Date:*[insert day, month, year]*
 Joint Venture Member Name:*[insert full name]*
 Tender No. and title:*[insert Tender number and title]*
 Page.....*[insert page number]* of *[insert total number]* pages

6.1 Financial Data

Type of Financial information in (currency)	Historic information for previous <i>_[insert number] years, [insert in words]</i> (amount in currency, currency, exchange rate*, Kenya Shilling equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITT 35.1 for the exchange rate

6.2 Sources of Finance

[The following table shall be filled in for the Tenderer and all parties combined in case of a Joint Venture]

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

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

6.3 Financial Documents

The Tenderer and its parties shall provide copies of financial statements for 05 (Five) years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

- a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - b) Be independently audited or certified in accordance with local legislation.
 - c) Be complete, including all notes to the financial statements.
 - d) Correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹ for the 05 (Five) years required above; and complying with the requirements

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

7. Form FIN - 3.2 - Average Annual Construction Contracts Turnover

[The following table shall be filled in for the Tenderer and for each member of a Joint Venture]

Tenderer's Name:*[insert full name]*

Date:*[insert day, month, year]*

Joint Venture Member Name:*[insert full name]*

Tender No. and title:.....*[insert Tender number and title]*

Page.....*[insert page number]* of *[insert total number]* pages

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

* Refer ITT 35.1 for date and source of exchange rate.

** Total Kenya shilling equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, 3.2.

8. Form FIN - 3.3 Financial Resources

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

Source of Financing	Amount (USD / Kenya Shilling)
1.	
2.	
3.	
4.	

9. Form CCC - Current Contract Commitments / Works in Progress

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

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax & Email	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month]
1					
2					
3					
4					
5					

Note:

The Tenderer shall provide the value of outstanding work and average monthly invoicing over last six months in Kenya Shilling. In case of USD other currency, apply currency exchange rate equivalent to Kenya Shilling.

10. Form EXP - 4.1 Design & Build Experience [Table 1, 4.1]

[The following table shall be filled in for the Tenderer and in the case of a JV Tenderer, each Member]

Tenderer's Name:[insert full name]

Date:[insert day, month, year]

Joint Venture Member Name:[insert full name]

Tender No. and title:[insert Tender number and title]

Page[insert page number] of [insert total number] pages

Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information			
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award date	<i>[insert day, month, year, e.g., 15 June, 2014]</i>			
DB Completion Date	<i>[insert day, month, year, e.g., 15 June, 2015]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in local currency]</i>		US\$ <i>[insert Exchange rate and total contract amount in Kenya Shilling equivalent] *</i>	
If member in a JV or sub-contractor, specify share in value in total Contract amount and roles and responsibilities	<i>[insert a percentage amount]</i>	<i>[insert total contract amount in local currency]</i>	<i>[insert exchange rate and total contract amount in Kenya Shilling equivalent] *</i>	
	<i>[insert roles and responsibilities]</i>			
Physical size of required contracts items	<i>[insert physical size of items]</i>			
Description of the similarity and complexity in accordance with Section III Table 1, 4.1	<i>[insert description of complexity]</i>			
Methods / Technology	<i>[insert specific aspects of the methods/technology involved in the contract]</i>			
Other Characteristics	<i>[insert other characteristics as described in Section VII, Scope of Employer's Requirements]</i>			
Employer's Name:	<i>[insert full name]</i>			
Address: Telephone/fax number	<i>[indicate street / number / town or city / country] [insert telephone/fax numbers, including country and city area codes]</i>			
E-mail:	<i>[insert e-mail address, if available]</i>			

* Refer ITT 35.1 for date and source of exchange rate.

Note: Provide documentary evidence of the Contract Award and the Substantial Completion Certificate issued by the Engineer. If the progress of works exceeds 80% and the Substantial Completion Certificate has not yet been issued, then submit evidence such as duly certified IPCs by the Engineer confirming more than 80% progress, along with proof of corresponding payments released by the Employer.

11. Form EXP - 4.2 Specific Construction Experience [Table 1, 4.2]

[The following table shall be filled in for the Tenderer and in the case of a JV Tenderer, each Member]

Tenderer's Name:.....[insert full name]

Date:[insert day, month, year]

Joint Venture Member Name:[insert full name]

Tender No. and title:[insert Tender number and title]

Page[insert page number] of [insert total number] pages

Similar Contract No. [insert number] of [insert number of similar contracts required]	Information			
Contract Identification	[insert contract name and number, if applicable]			
Award date	[insert day, month, year, i.e., 15 June, 2015]			
Completion date	[insert day, month, year, i.e., 03 October, 2017]			
Role in Contract [check the appropriate box]	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	[insert total contract amount in local currency]		US\$ [insert Exchange rate and total contract amount in Kenya Shilling equivalent] *	
If member in a JV or sub-contractor, specify share in value in total Contract amount and roles and responsibilities	[insert a percentage amount]	[insert total contract amount in local currency]	[insert exchange rate and total contract amount in Kenya Shilling equivalent]	
	[insert roles and responsibilities]			
Description of the similarity in accordance with Section III Table 1, 4.2				
Physical size of required contracts items	[insert physical size of items]			
Complexity	[insert description of complexity]			
Methods / Technology	[insert specific aspects of the methods/technology involved in the contract]			
Other Characteristics	[insert other characteristics as described in Section VII, Scope of Employer's Requirements]			
Employer's Name:	[insert full name]			
Address:	[indicate street / number / town or city / country]			
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]			
E-mail:	[insert e-mail address, if available]			

* Refer ITT 35.1 for date and source of exchange rate.

Note: Provide documentary evidence of the Contract Award and the Substantial Completion Certificate issued by the Engineer. If the progress of works exceeds 80% and the Substantial Completion Certificate has not yet been issued, then submit evidence such as duly certified IPCs by the Engineer confirming more than 80% progress, along with proof of corresponding payments released by the Employer

12. Foreign Tenderers 40% Rule

Pursuant to ITT 3.10, a foreign Tenderer must complete this form to demonstrate that the Tender fulfils this condition.

Item	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	Total Cost Local Content			
	Percentage of Contract Price			

13. FORM EQU: Equipment

The Tenderer shall set out its strategy for obtaining or accessing the key equipment necessary to execute the Works in accordance with the Design & Build (D&B) Works Program. In the strategy, the Tenderer shall specify the manufacturer, capacity, model, power rating, age and maintenance condition, and how it will ensure that the equipment is maintained in accordance with manufacturer's specifications for the duration of the Contract. The Tenderer shall specify whether it will own, lease, rent or specially manufacture the key equipment.

A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

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

14. FORM PER - 1 Contractor's Representative and Key Personnel Schedule

Tenderers should provide the names and details of suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate. Tenderers should submit a fully detailed Key Personnel resource schedule for the whole contract implementation period. The resource schedule must include:

- The name and role for each Key Personnel position
- The duration of each Key Personnel appointment
- The level of effort (time) allocated to each Key Personnel position and its distribution throughout the contract implementation period.

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

15. FORM PER - 2: Resume and Declaration - Contractor's Representative and Key Personnel

Name of Tenderer

Position <i>(title of position from Forms PER-1)</i>		
Personnel information	Name	Date of birth
	Address	Email
	Professional qualifications	
	Academic qualifications	
	Language proficiency <i>[language and levels of speaking, reading and writing skills]</i>	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience over the last [20 years], in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

Declaration

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

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

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

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

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

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

Signature: Date: (day month year):_____

Countersignature of authorized representative of the Tenderer:

Signature:_____

Date: (day month year):_____

16. Form SUB – Subcontractors (Proposed Subcontractors for Major Activities / Sub-Activities)

The following Subcontractors and/or manufacturers are proposed for carrying out the activity/sub activity indicated.

Activity / Sub-Activity	Proposed Subcontractors	Relevant Experience (Projects Undertaken, Value & Type of Work)	Approximate value of Subcontract work in KSH / USD	Nationality

Tenderers shall submit an undertaking from each proposed subcontractor to confirm that they have read, understand and will comply with the ES obligations and code of conduct.

B. Technical Tender Forms

17. Form TP - 1 Design Proposal
18. Form TP - 2 Construction Management Strategy
19. Form TP – 3 Method Statements (Key Construction Activities)
20. Form TP – 4 Design - Build Work Program
21. Form TP – 5 Site Organization & Team
22. Form TP – 6 Risk Assessment & Management
23. Form TP – 7 Health, Safety & ES Code of Conduct
24. Appendix-1 (ES) Form - Code of Conduct for Contractor's Personnel

17. Form TP - 1 Design Proposal

The Tenderer shall submit a design proposal which in full compliance with the Employer's Requirements, applicable aviation standards, and regulatory obligations is demonstrated through robust design solutions.

Innovation is introduced to enhance operational efficiency, constructability, and lifecycle performance. Value engineering is applied to optimize cost, functionality, sustainability, and long-term asset value without compromising safety or quality.

- a) Proposed design deliverables
The Design deliverables shall be as included in the Employer's Requirements and shall include (but not limited) the below:
 - I) Topographic Survey Report
 - II) Geotechnical Investigations Report
 - III) Detailed Design Drawings and Report.
- b) Design statement setting out how the Employers Requirements will be achieved;
- c) Any added value the Tenderer will bring including examples of innovative aspects of the design;
- d) Comments on the Employer's Requirements, including:
 - I) status of the information available and relevant design issues for the Works;
 - II) comments on any errors, defects or ambiguities noted in the Employer's Requirements; and

In addition, the Tenderer shall provide the qualifications (CVs/resumes) of the proposed designers and design sub-consultants who should be experienced, competent, engineers and specialized in works of the type and magnitude of the Project, including as a minimum, the following staff:

- a) Design Manager (s),
- b) Designers related to the following disciplines;
 - I) **Airfield Pavement & Runway Engineering**
 - Runway, taxiway, and apron rehabilitation and upgrading
 - Pavement evaluation, overlay design, and ICAO-compliant airfield geometry
 - II) **Terminal Building Architecture & Structural Works**
 - Passenger terminal planning, expansion, and refurbishment
 - Structural strengthening, seismic design, and building retrofitting
 - III) **Mechanical, Electrical & Plumbing (MEP) Works**
 - HVAC systems for terminal buildings
 - Electrical power distribution, lighting, and emergency systems
 - Fire detection, fire-fighting, and life safety systems
 - IV) **Airport Systems & Specialized Aviation Systems**

- Baggage Handling Systems (BHS)
- Passenger boarding bridges, elevators, and escalators
- Airport Operational Systems (AODB, FIDS, access control, CCTV)
- V) **Airfield Ground Lighting (AGL) & Navigation Aids**
 - Runway and taxiway lighting systems
 - Visual aids, signage, and ICAO-compliant lighting controls
- VI) **Utilities & Infrastructure Works**
 - Water supply, drainage, sewerage, and stormwater systems
 - Fuel hydrant systems and utility relocation within airport premises

18. Form TP - 2 Construction Management Strategy

The Tenderer shall submit a Construction Management Strategy which in full compliance with the Employer's Requirements.

The project execution approach ensures efficient planning, integrated coordination among all stakeholders, and seamless interface management in a live operational airport environment. Safety is prioritized through strict adherence to HSE and aviation safety standards. Robust timeline control mechanisms are implemented to achieve milestones and prevent delays.

The Tenderer shall submit a construction management strategy which addresses as a minimum:

- a) organizational arrangements for the construction management including: team structure, roles and responsibilities, interface arrangements, approval procedures and quality assurance arrangements;
- b) subcontractor selection and management;
- c) proposals for training all personnel attending site;
- d) stakeholder engagement;
- e) obtaining and managing consents, permits and approvals;
- f) site setup proposals including access, accommodation, welfare facilities, arrangement for plant and material storage;
- g) construction phasing proposals including sequence of work and management of conflicting activities;
- h) ensuring that geotechnical investigations or other advance works meet the ES requirements;
- i) risk management approach for geotechnical and subsurface aspects of the Works;
- j) quality management system including a draft of the quality management plan;
- k) sustainability aspects demonstrating the Tenderer's approach and commitment to sustainable construction practices (e.g. energy efficiency, reduction of wastages, material reduction and sources of materials etc.);
- l) preparation, approval and implementation of the Contractor's environmental and social management plan;
- m) preparation, approval and implementation of the Contractor's health and safety manual;
- n) grievance redress mechanisms;
- o) reporting arrangements, including ES and timescales in accordance with the Particular Conditions – Part B- Sub-Clause 4.20;
- p) arrangements for testing upon completion of the works;
- q) arrangements for site handover, including completion of as-built drawings, preparation of operation and maintenance manuals, and any other relevant aspects

19. Form TP – 3 Method Statements (Key Construction Activities)

The Tenderer shall submit a Method Statement of Key activities which in full compliance with the Employer's Requirements.

Method statements provide clear technical procedures and logical sequencing of activities to ensure safe and efficient execution. QA/QC and HSE requirements are fully integrated at each phase of construction. Phased execution is carefully managed under live airport operations with strict airside & landside interface control to maintain operational continuity and safety.

Each method statement shall explicitly address rules for access to airside and terminal areas, the planning and management of night possessions and shutdown windows, applicable operational constraints, required safety and security protocols, and coordination interfaces with Air Traffic Control (ATC) and airlines

The Tenderer shall provide its method statements for addressing the following risks and carrying out the following construction activities. Each method statement shall describe the proposed approach, the level of staffing and experience, the safe system of work, and the equipment or materials to be used to manage risk or activity in accordance with the Employer's Requirements, include and not limited to:

- a) Overall Site Plan,
- b) Logistic Plan (deliveries, access and egress, security, laydown, lifting, etc.),
- c) Management of operational airside & landside traffic including construction traffic,
- d) Management of construction works within live airport environment with minimal impact to airside and landside operations.
- e) Demolition plan (if any) for improvement of existing terminal building. The Demolition plan should include the demolition methods, type of risk control measures, procedures to deal with emergencies.
- f) Geotechnical investigations,
- g) Sequence and Operation for the improvement of existing runway and terminal infrastructure and construction of the new runway and terminal building,
- h) Airfield Ground Lighting (AGL) & Navigation Aids
- i) Mechanical, Electrical & Plumbing (MEP) Works
- j) Airport Systems & Specialized Aviation Systems
- k) Utilities works,
- l) Approach road works,
- m) Closeout procedures of the project

20. Form TP – 4 Design - Build Work Program

The Tenderer shall submit a Design – Build Work Program which in full compliance with the Employer’s Requirements.

The work program presents a realistic and achievable schedule aligned with project scope and operational constraints. Key milestones and the critical path are clearly identified and monitored to ensure timely completion. Appropriate contingencies are incorporated to manage risks related to live airport operations, weather, and unforeseen conditions.

In addition, the Tenderer shall provide its strategy for acquiring and maintaining the key equipment that may be needed to execute the Works in accordance with the Work Program. In the strategy, the Tenderer shall specify the manufacturer, capacity, model, power rating, age and maintenance condition, and how it will ensure that the equipment is maintained in accordance with manufacturer’s specifications for the duration of the Contract. The Tenderer shall specify whether it will own, lease, rent or specially manufacture the key equipment.

The Tenderer must demonstrate that it will have access to the key Contractor’s equipment listed hereafter as a minimum:

No.	Equipment Type and Characteristics	Tenderer’s Equipment		
		Brand/Model	Capacity	Number

21. Form TP – 5 Site Organization & Team

The Tenderer shall submit a Site Organization & Team which in full compliance with the Employer's Requirements.

The project team comprises qualified professionals with proven experience in airport and aviation infrastructure projects. Team members possess relevant Design–Build (DB) expertise to ensure seamless integration between project components. Staffing levels are adequate and appropriately structured to meet project requirements and maintain operational continuity.

22. Form TP – 6 Risk Assessment & Management

The Tenderer shall submit a Risk Assessment & Management which in full compliance with the Employer's Requirements.

Aviation-related risks are systematically identified, including airside operations, safety, regulatory compliance, and interface risks. Comprehensive mitigation measures are defined to minimize impacts on flight operations, passengers, and airport assets. Continuous risk monitoring and proactive management ensure safe, timely, and compliant project delivery.

23. Form TP – 7 Health, Safety & ES Code of Conduct

The Tenderer shall submit Health, Safety and ES Code of Conduct which in full compliance with the Employer's Requirements.

All activities are carried out in strict compliance with applicable Health, Safety, and Environmental (HSE) standards and aviation regulations. Ethical operational practices are upheld through transparent procedures, accountability, and zero tolerance for misconduct. A strong safety culture is promoted to protect personnel, passengers, and airport assets.

24. Appendix-1 (ES) Form - Code of Conduct for Contractor's Personnel

We are the Contractor, [*enter name of Contractor*]. We have signed a contract with [*enter name of Employer*] for [*enter description of the Works*]. These Works will be carried out at [*enter the Site and other locations where the Works will be carried out*]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, labourers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "Contractor's Personnel" and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT:

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
 - i) ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - ii) wearing required personal protective equipment;
 - iii) using appropriate measures relating to chemical, physical and biological substances and agents; and
 - iv) following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse, and Sexual Harassment;
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS:

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Contractor's hotline (if any) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor's contact person with relevant experience*] requesting an explanation.

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

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

C. Other Forms

25. Confidential Business Questionnaire
26. Certificate of Independent Tender Determination
27. Form SD1 - Self-Declaration Form
28. Form SD2 - Self Declaration that the Person / Tenderer will not engage in any Corrupt or Fraudulent Practice
29. Declaration and Commitment to the Code of Ethics
30. Appendix 1- Fraud and Corruption
31. Tender-Securing Declaration Form [R 46 And 155(2)]

25. Tenderer's Eligibility- Confidential Business Questionnaire

Instruction to Tenderer

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

a) Tenderer's details

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

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

c) Partnership, provide the following details:

Sr	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

- i) Private or public Company _____
- ii) State the nominal and issued capital of the Company:-
 Nominal Kenya Shillings (Equivalent).....
 Issued Kenya Shillings (Equivalent).....
- iii) Give details of Directors as follows:

Sr	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

ii) **Conflict of interest disclosure**

Sr	Type of Conflict	Disclosure Yes OR No	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another Tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another Tenderer.		
3	Tenderer has the same legal representative as another Tenderer		
4	Tenderer has a relationship with another Tenderer, directly or through common third		

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

f) Certification

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

Full Name:_____

Title or Designation_____

(Signature)

(Date)

26. Certificate of Independent Determination

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

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

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

except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;

- 8 the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name: _____

Title: _____

Date: _____

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

27. Form SD1 - Self-Declaration Form : Self Declaration that the Person / Tenderer is not Debarred in the Matter of the Public Procurement and Asset Disposal Act 2015.

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

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

.....

(Title)

.....

(Signature)

.....

...
(Date)

Tenderer Official Stamp

28. Form SD2 - Self Declaration that the Person / Tenderer will not Engage in any Corrupt or Fraudulent Practice.

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

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

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

29. Declaration and Commitment to the Code of Ethics

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

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

Name of Authorized signatory.....

Sign.....

Position.....

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

E-mail.....

Name of the Firm / Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness.....

Name.....

Sign.....

Date.....

30. Appendix 1- Fraud and Corruption

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/ Tenderers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.
- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
 - 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
 - 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering in to a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
 - 4) The voiding of a contract by the procuring entity under sub section (7) does not limit any legal remedy the procuring entity may have;
 - 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -

- a) Shall not take part in the procurement proceedings;
 - b) Shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) Shall not be a subcontractor for the Tenderer to whom was awarded contract, or a member of the group of Tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
 - 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

2.3 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) "obstructive practice" is:
 - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.

- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the Tenderer or the contractor, and includes collusive practices amongst Tenderers prior to or after Tender submission designed to establish Tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a Tender for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Tender documents requiring (i) Tenderers (applicants/Tenderers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Tenders a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/ will not engage in any corrupt or fraudulent practices.

¹For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

²Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

31. Tender-Securing Declaration Form [R 46 and 155(2)]

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

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

Tender No.:.....*[insert number of Tender process & insert complete name of Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for Tender in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation (s) under the Tender conditions, because we (a) have withdrawn our Tender during the period of Tender validity specified by us in the Tender Data Sheet; or (b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender 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. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
 4. Our receipt of a copy of your notification of the name of the successful Tenderer; or
 5. Thirty days after the expiration of our Tender.
6. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the Tender, and the Joint Venture has not been legally constituted at the time of Tender submission, the Tender Securing Declaration shall be in the name so fall future partners as named in the letter of intent.

Signed:.....

Capacity / title (Director or Partner or Sole Proprietor, etc.)

Name:.....Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]* Dated on..... day of..... *[Insert date of signing]*

Seal or stamp

D. Appendix to Tender

1.	Schedule of Cost Indexation	
2.	Table of Adjustment Data	
(i)	Table A. Local Currency	
(ii)	Table B. Foreign Currency (FC)	
(iii)	Table C. Summary of Payment Currencies (Design Build)	

1. Schedule of Cost Indexation

If in accordance with GC 13.7, the prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, the following method shall be used to calculate the price adjustment:

Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components, in accordance with the following formula:

$$P_n = a + b \frac{L_n}{L_o} + c \frac{E_n}{E_o} + d \frac{M_n}{M_o} + \dots$$

where:

“ P_n ” is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period “ n ”, this period being a month unless otherwise stated in the Contract Data;

“ a ” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

“ b ”, “ c ”, “ d ”, ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

“ L_n ”, “ E_n ”, “ M_n ”, ... are the current cost indices or reference prices for period “ n ”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

“ L_o ”, “ E_o ”, “ M_o ”, ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

The cost indices or reference prices stated in the Table of Adjustment Data shall be used. If their source is in doubt, it shall be determined by the Engineer. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table).

If the currency in which the Contract price is expressed is different from the currency of the country of origin of the labour and/or materials indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall be: Z_0 / Z_1 , where,

Z_0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Base date, and

Z_1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Date of Adjustment.

2. Table of Adjustment Data

[In Tables A, B, and C, below, the Tenderer shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Table A. Local Currency (NOT APPLICABLE)

Index code*	Index description*	Source of index*	Base value and date*	Tenderer's related currency amount	Tenderer's proposed weighting
a	Fixed Portion- Nonadjustable				
b	Local Labour				
c	Cement – in bags. Portland cement shall be Considered representative items for all types of cement.				
d	Steel Reinforcement				
e	High Speed Diesel (HSD)				
Total					1.00

Notes to be considered by the Tenderers:

- *The Tenderer shall indicate the percentage from the range identified against each of the index.*
- *Base Date: means the date 28 days before the latest date for submission of the Tenders sub-clause 1.1.4 Part A – Contract Data-Particular Conditions.*
- *Adjustment of increase / decrease shall only be admissible for the elements representing relevant category listed above.*
- *Base Value: Value of indexes on the base date*
- *All Amounts in Kenya Shilling only.*
- *Tenderer will be required to specify a value within the above ranges such that the total weighting = 1.00*

Table B. Foreign Currency (FC) (NOT APPLICABLE)

State type:.....[If the Tenderer is allowed to receive payment in foreign currencies this table shall be used. If Tenderer wishes to quote in more than one foreign currency (up to three currencies permitted) then this table should be repeated for each foreign currency.]

Index code	Index description	Source of index	Base value and date	Tenderer's related source currency in type/amount	Equivalent in FC1	Tenderer's proposed weighting
	Nonadjustable	—	—	—		a: *0.25 b: _____* c: _____* d: _____* e: _____*
Total						1.00

[* To be entered by the Employer. Whereas "a" should a fixed percentage, b, c, d and e should specify a range of values and the Tenderer will be required to specify a value within the range such that the total weighting = 1.00]

Table C. Summary of Payment Currencies (Design Build)

Table: Alternative A

For..... *[insert name of Section of the Works]*

Name of payment currency	A Amount of currency	B Rate of exchange (local currency per unit of foreign)	C Local currency equivalent $C = A \times B$	D Percentage of Total Tender Price (TPP) $\frac{100 \times C}{TPP}$
Local currency				
<u>Foreign</u> currency #1				
<u>Foreign</u> currency #2				
<u>Foreign</u> currency #3				
<u>Total Tender Price</u>				
Provisional sums expressed in local currency				
TOTAL TENDER PRICE (including provisional sum)				

Schedule of Priced Activities and Sub-activities

The total of the prices of the activities in the Schedule of Priced Activities is the Tenderer's offer to complete the works on a "single responsibility" basis.

The price of any activity or sub-activity that the Tenderer may have omitted is deemed to be included in the price of other activities or sub-activities in the Schedule of Priced Activities and Sub-activities and will not be paid for separately by the Employer.

Refer to Volume III for Schedule of Priced Activities.

Schedule of Payments

In accordance with the Schedule of Priced Activities, the payment of the Contract Price shall be paid to the Contractor as follows:

- 1) An amount equivalent to 10% of the Contract Sum, shall be paid as an advance payment against the provision of an unconditional bank guarantee of the same amount and currency.
- 2) An amount equivalent to 20% of the Contract Sum, shall become due and payable upon certification of 50% completion of the Works, or on the 18th month after the Commencement Date, whichever occurs later.
- 3) An amount equivalent to 25% of the Contract Sum, shall become due and payable upon issuance of the Taking-Over Certificate (TOC) for the Works.
- 4) The remaining 45% of the Contract Sum, shall be payable after the issuance of the Performance Certificate at the end of the Defects Notification Period.

EMPLOYER'S REQUIREMENTS

REFER TO VOLUME II

PRICE SCHEDULE

REFER TO VOLUME III

DRAWINGS

REFER TO VOLUME IV

SUPPLEMENTARY INFORMATION

REFER TO VOLUME V

PART III – Conditions of Contract

SECTION V – GENERAL CONDITIONS OF CONTRACT (GCC)

Yellow Book:

© FIDIC 2017. All rights reserved.

The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for Plant & Design Build Design for Electrical & Mechanical Plant & for Building & Engineering Works Designed by the Contractor (“Yellow book”) Second edition 2017” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following “Particular Conditions” which comprise of the Part A & B and the amendments and additions to such General Conditions.

An original copy of the above FIDIC publication i.e. “Conditions of Contract for Plant & Design-Build for Electrical & Mechanical Plant & for Building & Engineering Works Designed by the Contractor” must be obtained from FIDIC.

International Federation of Consulting Engineers (FIDIC)

FIDIC Bookshop – Box- 311 – CH – 1215 Geneva 15 Switzerland

Fax: +41 22 799 49 054

Telephone: +41 22 799 49 01

E-mail: fidic@fidic.org

www.fidic.org

FIDIC code: ISBN13: 978-2-88432-082-5

Section VI – Particular Conditions of Contract (PCC)

The following particular conditions shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

Particular Conditions of Contract

Part A – Contract Data

Conditions	Sub- Clause	Data
Base Date	1.1.4	28 days before the latest date for submission of the Tender.
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.20	5%
Defects Notification Period (DNP)	1.1.27	730 days (2 years)
Employer's name and address	1.1.30	The Principal Secretary, State Department for Aviation and Aerospace Development, Transcom Building, Ngong' Road, P.O. Box 52692-00100, Nairobi, Kenya.
Engineer's name and address	1.1.35	Name: To be advised.
Sections	1.1.76	Applicable Refer to Table: Summary of Sections below.
Site	1.1.77	Jomo Kenyatta International Airport (JKIA), Nairobi, Kenya
Time for Completion	1.1.86	457 days for the Improvement of the Existing Airfield, and for the Improvement and Renovation of the Existing Terminals. 1095 days for the Development of the New Passenger Terminal Building and Associated Landside, Airside, and Support Facilities.
Electronic transmission system	1.3 (a) (ii)	Communications shall be transmitted by official email or through the Engineer's approved Electronic Document Management System. Communications generated through unapproved electronic platforms shall not be permitted.
Address of Employer for communications	1.3(d)	State Department for Aviation and Aerospace Development, Transcom Building, Ngong' Road, P.O. Box 52692-00100, Nairobi, Kenya.
Address of Contractor for communications	1.3(d)	<i>Address of successful Tenderer shall be incorporated at the time of contract.</i>

Conditions	Sub- Clause	Data
Address of the Engineer for communications	1.3(d)	To be advised
Governing Law	1.4	Laws of the Republic of Kenya
Ruling language	1.4	English Language
Language for communications	1.4	English Language
Time for the Parties to sign a Contract Agreement	1.6	Within 28 days after receipt of the Letter of Acceptance
Number of additional paper copies of Contractor's Documents	1.8	Six (06)
Total liability of the Contractor to the Employer under or in connection with the Contract	1.15	The product of 1.15 times the Contract Price.
Engineer's Duties and Authority	3.2	Any variation resulting in an increase of the Accepted Contract Amount shall require approval of the Employer.
Performance Security	4.2	The Performance Security shall be in the form of an unconditional Bank Guarantee issued by a Commercial Bank in Kenya or from foreign Bank duly counter guaranteed by a Commercial Bank in Kenya of Ten Percent (10%) of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	4.4 (a)	Applicable to Specialized job. No work shall be sub contracted unless approved by the Employer / Engineer up to maximum limit of 20% of the Accepted Contract Amount.
Parts of the Works for which subcontracting is not permitted	4.4(b)	Sub-contracting for any parts of the works shall be subject to prior approval of the Employer.
Period for notification of errors in the items of reference	4.7.2	28 Days
Number of additional paper copies of progress reports	4.20	Six (06)
Normal working hours	6.5	08:00–17:00 Hour, inclusive of one-hour break Normal working hours shall be 8 hours per shift. The Contractor shall have the option to work round the clock and on locally recognized days of rest in accordance with

Conditions	Sub- Clause	Data
		the prevalent Government of Kenya Labour Laws Airside / Night Works: As directed by Airport Operations
Commencement Date	8.1	Conditions Precedent to affect the Commencement Date as mentioned in Sub-clause 8.1 of PCC Part-B (Special Provisions)
Number of additional paper copies of program	8.3	Three (03)
Delay damages payable for each day of delay	8.8	0.05% per day of the Accepted Contract Amount excluding Provisional Sums for the Dispute Avoidance Board (DAB) & others (if any) of the value of the Works not taken over.
Maximum amount of delay damages	8.8	10% of the Accepted Contract Amount less provisional sum for DAAB & others (if any) of the value of the Works not taken over.
<p>Percentage rate to be applied to Provisional Sums for overhead charges and profit</p> <p>For works performed by the Contractor's own force</p> <p>For works performed by the Subcontractors</p>	13.4 (b)(ii)	5 %
Adjustments for Changes in Laws	13.6	Applicable
Adjustments for Changes in Cost	13.7	Not Applicable
Total advance payment	14.2	10% of the Contract Sum shall be paid as an advance payment against the provision of an unconditional bank guarantee of the same currency and amount.
Repayment of Advance payment	14.2.3	Not Applicable
Period of Payment	14.3	<p>1) An amount equivalent to 10% of the Contract Sum, shall be paid as an advance payment against the provision of an unconditional bank guarantee of the same amount and currency.</p> <p>2) An amount equivalent to 20% of the Contract Sum, shall become due and payable upon certification of 50%</p>

Conditions	Sub- Clause	Data
		<p>completion of the Works or on the 18th month after the Commencement Date, whichever occurs later.</p> <p>3) An amount equivalent to 25% of the Contract Sum, shall become due and payable upon issuance of the Taking-Over Certificate (TOC) for the Works.</p> <p>4) The remaining 45% of the Contract Sum, shall be payable after the issuance of the Performance Certificate at the end of the Defects Notification Period.</p>
Number of additional paper copies of Statements	14.3(b)	To be submitted in one paper-original, one electronic copy and additional paper copies
Percentage of amount to be deducted for retention	14.3(iii)	Not Applicable
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	Not Applicable
Plant and Materials for payment when shipped	14.5(b)(i)	<p>Applicable. Payment for the Procurement of Operational Plants and Materials intended for Permanent Works shall be made in the following manner: -</p> <p>(1) 70% payment due for the operational Plants and materials shall be made in the following manner;</p> <p>(i) 15% upon placing the order, (ii) 25% upon the pre-shipment inspection by the Employer's inspection team. (iii) 50% upon submission of the Bill of Lading. (iv) 10% upon delivery to the Site.</p>
Plant and Materials for payment when delivered to the Site	14.5(c)(i)	<p>Applicable. Only Plants & Material as listed below are eligible for payment under this clause when delivered to the Site:</p> <p>i) Cement ii) Reinforcement Steel iii) Structural Steel</p> <p>75% of the Price of the major materials delivered to the Site shall be certified to the Contractor subject to its all-necessary</p>

Conditions	Sub- Clause	Data
		substantiation including authenticated invoices (including quantities of each item and material's cost, delivery to site), bill of lading, proper warehouse record at the site, receipts, Engineer's approval on the material inspection sheets.
Minimum Amount of Interim Payment Certificates	14.6.2	2% of the Accepted Contract Amount.
Period for the Employer to make interim payments to the Contractor under Sub- Clause 14.6 (interim Payment)	14.7b(i)	Not Applicable
Period for the Employer to make interim payments to the Contractor under Sub - Clause 14.13 (Final Payment)	14.7b(ii)	Not Applicable
Period for the Employer to make to make final payment to the Contractor	14.7 (c)	The Final Payment shall be paid as follows: 1) The remaining 45% of the Contract Sum shall be payable after issuance of the Performance Certificate.
Financing charges for delayed payment	14.8	Financing charges shall be calculated at the mean commercial lending rate as determined by Central Bank of Kenya prevailing on the date of signing of contract.
Number of additional paper copies of draft Final Statement	14.11.1(b)	One paper-original, one electronic copy and additional 2 paper copies
Currencies for payment of Contract Price	14.15	Kenya Shillings (KES)
Proportions of Local and Foreign Currencies are	14.15	Not Applicable. All payments will be made in Kenya Shillings.
Rate of Exchange	14.15 (g)	Not Applicable
Forces of nature, the risks of which are allocated to the Contractor	17.2 (d)	Contractor shall take adequate preventive precautions for the normal climatic, seismic and geotechnical conditions associated with the site.
Permitted deductible limits	19.1	Not Applicable
Additional amount to be insured (as a percentage of the	19.2.1(b)	15%

Conditions	Sub- Clause	Data
replacement value, if less or more than 15%)		
List of Exceptional Risks which shall not be excluded from the insurance cover for the Works	19.2.1(iv)	(i) SRCC (Strike, Riots and Civil Commotion) (ii) Natural Hazards.
Extent of insurance required for Goods	19.2.2	Full Replacement Value including delivery to site
Amount of insurance required for Goods		
Amount of insurance required for liability for breach of professional duty	19.2.3(a)	KES 1.5 Billion
Insurance required against liability for fitness for purpose	19.2.3(b)	Yes
Period of insurance required for liability for breach of professional duty	19.2.3	From commencement until taking over followed by 5 years post taking over of works.
Amount of insurance required for injury to persons and damage to property	19.2.4	KES 3 Billion per occurrence and KES 9 Billion in the annual aggregate.
Other insurances required by Laws and by local practice	19.2.6	(i) Compulsory motor vehicle Insurance (ii) Employer's Liability (iii) Third Party Liability Insurance (iv) Insurance for Construction Plant and Machinery (CPM) (v) Airside liability Insurance covering all airside works, aircraft movement areas, and associated risks, with a minimum indemnity of KES 10 Billion per occurrence, as approved by the Employer / Engineer. (vi) and other insurances mandatorily required under the laws of the Republic of Kenya
Time for appointment of DAAB member(s)	21.1	42 days after the signature by both parties of the Contract Agreement.
The DAAB shall be comprised of	21.1	Three (03) Members
List of proposed members of DAAB	21.1	To be appointed after signing of Contract
Appointment (if not agreed) to be made by	21.2	Chartered Institute of Arbitrators (Kenya Branch)

Conditions	Sub- Clause	Data
Rules & Place of Arbitration	21.6 (a)	Arbitration shall be conducted with proceedings in accordance with the Kenya Arbitration Act (CAP 49), 1995 Revised Edition 2012 [2010] under Rules of arbitration of the appointed institution.
Arbitration	21.6 (b)	Three Arbitrators

Table: Summary of Sections

Section Name / Description (Sub-Clause 1.1.76)	Time for Completion of Design Build (Sub-Clause 1.1.86)	Damages for Delay (Sub-Clause 8.8)
Improvement of Existing Airfield	15 months from Commencement Date + 24 Months Defects Notification Period	<u>0.05% per day of delay beyond Completion Date</u>
Improvement and Renovation of Existing Terminals	15 months from Commencement Date + 24 Months Defects Notification Period	<u>0.05% per day of delay beyond Completion Date</u>
Development of New Passenger Terminal Building and associated Landside, Airside and Support Facilities	36 months from Commencement Date + 24 Months Defects Notification Period	<u>0.05% per day of delay beyond Completion Date</u>

Table: Summary of Milestones

Description of parts of the Works that shall be designated a Milestone for the purposes of the Contract (Sub-Clause 1.1.95)	Time for Completion	Delay Damages [as a percentage of final Contract Price per day of delay, Sub- Clause 4.25 (b) (2)]

Particular Conditions of Contract

Part B- Special Provisions

Sub-Clause 1.1.49 Laws	The Sub-Clause is replaced with: “Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.”
Sub-Clause 1.1.77 Site	The Sub-Clause is replaced with: “Site” means the places where the Permanent Works are to be executed, including storage and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.”
Sub-Clause 1.1.83 Tender	The following is added at the end of the sentence. “Tender is synonymous with “Proposal”, “tenderer” with “Tenderer”, “tender documents” with “request for proposals documents”
Sub-Clause 1.1.91 to 1.1.1.94 are added after Sub-Clause 1.1.90	
Sub-Clause 1.1.91 Milestone	“Milestone” means a part of the Works stated in the Contract Data (if any), and described in detail in the Employer’s Requirements as a Milestone, which is to be completed by the time for completion stated in Sub-Clause 4.25 [<i>Milestones</i>].
Sub-Clause 1.1.92 Milestone Certificate	“Milestone certificate” means the certificate issued by the Engineer under Sub-Clause 4.25 [<i>Milestones</i>].
Sub-Clause 1.1.93 Specifications	“Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works
Sub-Clause 1.2 Interpretation	Sub-paragraph (a) is replaced with the following: (a) “Words indicating one gender include all genders; “he/she” is replaced with: “it”; “him/her” is replaced with “it”; “his” and “his/her” are replaced with: “its”; “himself/herself” are replaced with: “itself”.” Further, “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j). sub-paragraph (k) is added:

	<p>(k) “The word “tender” is synonymous with “bid” or “proposal”, the word tenderer with “bidder” or “Tenderer” and the words “tender documents” with “request for bids documents” or “request for proposal documents”, as applicable.”</p>
<p>Sub-Clause 1.5 Priority of Documents</p>	<p>Delete Sub-Clause 1.5 and replace with the following:</p> <p>The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Engineer shall issue any necessary clarification or instruction to the Contractor, and the priority of the documents shall be as follows:</p> <ul style="list-style-type: none"> a) Form of Agreement; b) The Letter of Acceptance and award; c) Records of Negotiations; d) The Particular Conditions Part A – Contract Data; e) The Particular Conditions Part B – Special Provisions; f) The General Conditions; g) The Employer’s Requirements; h) The Schedule of Payments; i) Addenda and Clarifications; j) The Contractor’s Proposal; k) Any other documents forming part of the Contract.
<p>Sub-Clause 1.6 Contract Agreement</p>	<p>In the first paragraph delete from “The costs of stamp by the Employer” and replaced with the following:</p> <p>The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Contractor.</p> <p>The last paragraph is replaced with:</p> <p>“If the Contractor comprises a JV, the authorized representative of the JV shall sign the Contract Agreement in accordance with Sub-Clause 1.14 [<i>Joint and Several Liability</i>].”</p>
<p>Sub-Clause 1.12 Confidentiality</p>	<p>The following is added at the end of the second paragraph:</p> <p>“The Contractor shall be permitted to disclose information required to establish its qualifications to compete for other</p>

	<p>projects.”</p> <p>“or” at the end of (b) is deleted. “or” at the end of (c) is added.</p> <p>The following is then added as (d): “is being provided to the Employer.”</p>
<p align="center">Sub-Clause 3.2 Engineer’s Duties and Authority</p>	<p>The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:</p> <p>(a) Sub-Clause 13.1: Right to vary - instructing a variation, except;</p> <p>(i) in an emergency situation as determined by the Engineer; or</p> <p>(ii) (if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.</p> <p>(b) Sub-Clause 13.2 [<i>Value Engineering</i>]: stating consent or otherwise to a value engineering proposal submitted by the Contractor in accordance with Sub-Clause 13.2.</p> <p>Notwithstanding the obligation, as set out above, to obtain consent in writing, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, it may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of consent of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, and EOT if any, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.</p> <p>(a) Issuance of an extension for Time in accordance with Sub-Clause 8.5 [<i>Extension of Time for Completion</i>]</p> <p>(b) Issuance of Taking-Over Certificate in accordance with Sub-Clause (10.1) and (10.2)</p>
<p align="center">Sub-Clause 4.1 Contractor’s General Obligations</p>	<p>The following is inserted after the paragraph “The Contractor shall execute the Works...”:</p> <p>“The Contractor shall not post and shall ensure that its Subcontractors / suppliers / manufacturers and Contractors’ Personnel shall not post, any signage on the</p>

Site, or in any other place where the Works will be carried out, except such signage as is required under the Contract, including by the Laws of the Country, or has been approved by the Employer. For the purposes of this sub-clause, signage shall include, inter alia, flags, billboards, advertising materials and any other similar item separately posted on the Site.”

The following is inserted after the paragraph “The Contractor shall provide the Plant (and spare parts, if any)”:

“All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country.”

The following is inserted after the paragraph “The Contractor shall, whenever required by the Engineer...”:

The Contractor shall not carry out mobilization to Site (e.g. clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Engineer gives consent, a consent that shall not be unreasonably delayed, to the measures the Contractor proposes to manage the environmental and social risks and impacts, which at a minimum shall include applicable Management Strategies and Implementation Plans (MSIPs) and applying the Code of Conduct for Contractor’s Personnel submitted as part of the Tender and agreed as part of the Contract.

The Contractor shall submit, to the Engineer for Review, any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Engineer for Review.

The C-ESMP shall be part of the Contractor’s Documents. The procedures for Review of the C-ESMP and its updates shall be as described in Sub-Clause 5.2.2 [*Review by Engineer*].”

The following is added at the end of the Sub-Clause:

“The Contractor shall provide relevant contract- related

	<p>information, as the Employer and/or Engineer may reasonably request to conduct Stakeholder engagements. “Stakeholder” refers to individuals or groups who:</p> <p>(i) are affected or likely to be affected by the Contract; and</p> <p>(ii) may have an interest in the Contract.</p> <p>The Contractor shall also directly participate in Stakeholder engagements, as the Employer and/or Engineer may reasonably request.</p> <p>Pursuant to the Contract Data, the Contractor, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Contractor, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.”</p>
<p>Sub-Clause 4.2.3 Return of Performance Security</p>	<p>In sub-paragraph (a) “21 days” is replaced with: “28 days”.</p>
<p>Sub-Clause 4.3 Contractor’s Representative</p>	<p>The following is added at the end of the last paragraph: “If any of these persons is not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”</p>
<p>Sub-Clause 4.4 Subcontractors</p>	<p>The following is added at the beginning of the second paragraph.</p> <p>“The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 4.24.”</p> <p>In addition to obtaining the Engineer's consent pursuant to Sub-Clause 4.4, the Contractor shall:</p>

- | | |
|--|---|
| | <ul style="list-style-type: none">(a) notify the Engineer within 14 days of signing the Contract, and before commencing work on Site, of any parts of the Works he intends to subcontract for which approval of the Engineer is required under Sub- Clause 4.4. For each subcontract the following shall be provided:<ul style="list-style-type: none">(i) the name, address and contact details of the Subcontractor;(ii) the nature and scope of the work to be subcontracted;(iii) information on the Subcontractor's experience of similar work and details of the Subcontractor's site supervision, sources of labour and equipment and financial capabilities, in sufficient detail to enable the Engineer to determine if the Subcontractor is able to undertake and complete the subcontract work within the time and to the standards required by the Contract;(iv) the approximate value of the subcontract works based on the Contract prices;(v) confirmation that the subcontract includes terms and conditions and all obligations and responsibilities contained in the Contract, in so far as these apply to the subcontract;(b) notify the Engineer, at least 21 days prior to the date that the Contractor requires approval from the Engineer, of any proposed change to the Subcontractors notified under (a) above and of any additional parts of the Works he proposes to subcontract. Similar information to that listed under (a) above shall be given for each subcontract;(c) include in his monthly reports to the Engineer, details of all subcontracts entered into, the names of the Subcontractors and the numbers of staff and labour for each Subcontractor on Site during the month;(d) provide, if requested by the Engineer, copies of documents such as wage sheets and details of the names and employment references for site staff and labour, invoices for the supply of materials, etc;(e) include conditions and requirements in subcontracts similar to those in the Contract regarding assignment and sub-subcontracting the whole or part of the subcontract works including requirements similar to those under (a) to (d) above. Any approval by the Contractor to a Subcontractor regarding such |
|--|---|

	<p>assignment or sub-subcontracting shall be subject to the prior approval of the Engineer.</p> <p>(f) provide a copy of the subcontract to the Engineer, including prices for the subcontract works.</p> <p>If the Contractor subcontracts any part of the Works on the Site in contravention of this Sub-Clause 4.4, or if a Subcontractor assigns or subcontracts the whole or part of the subcontracted work, the Engineer may, subject to the prior consent of the Employer, take action in respect of either or both of the following:</p> <p>(a) instruct the Contractor to dismiss and remove immediately, or within such other time as may be specified in the instruction, the Subcontractor or the Sub-Subcontractor from the Site;</p> <p>The Contractor shall not be entitled to any extension of time for completion under Sub-Clause 8.5 (Extensions of Time for Completion) arising out of any delay caused by the dismissal and removal of the Sub-contractor or Sub-Subcontractor from the Site.</p> <p>The following is added at the end of the last paragraph of Sub-Clause 4.4:</p> <p>“All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under Sub- Clause 15.2. [Termination for Contractor’s Default].</p> <p>Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors.”</p>
<p>Sub-Clause 4.5.1 Objection to nomination</p>	<p>In sub-paragraph (c):</p> <p>“and” is deleted from the end of (i);</p> <p>“.” at the end of (ii) is replaced with: “, and”. The following is then added as (iii):</p> <p>“(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 4.5.2 [<i>Payment to nominated Subcontractors</i>].”</p>
<p>Sub-Clause 4.6 Co-operation</p>	<p>In line 1, line 16 and line 19 replace the word “Employer’s Requirements” with “Contract</p>
<p>Sub-Clause 4.8 Health and Safety Obligations</p>	<p>The second paragraph is replaced with the following:</p> <p>“Subject to Sub-Clause 4.1, the Contractor shall submit to the Engineer for Review a health and safety manual</p>

which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The procedures for Review of the health and safety manual and its updates shall be as described in Sub- Clause 5.2 [*Contractor's Documents*].

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws.

The health and safety manual shall set out all the health and safety requirements under the Contract,

(a) which shall include at a minimum:

- (i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;
- (ii) details of the training to be provided, records to be kept;
- (iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);
- (iv) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
- (v) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related

	<p>labour;</p> <p>(vi) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 6.6; and</p> <p>(vii) any other requirements stated in the Specification.”</p> <p>(viii) The paragraph starting with: “In addition to the reporting requirement of...” is deleted and replaced with the addition to GC Sub-Clause 4.20 in Sub-Clause 4.20 of the Special Provisions.</p>
<p>Sub-Clause 4.12 Unforeseeable Physical Conditions</p>	<p>Delete Sub-Clause 4.12 in its entirety and replace with:</p> <p>The Contractor shall be deemed to have inspected and examined the Site, its surroundings, and all available information, and to have satisfied itself as to the form, nature and extent of the Site, including but not limited to sub-surface, hydrological, and physical conditions (whether above or below ground).</p> <p>The Contractor shall bear full responsibility for all physical conditions encountered in the execution of the Works, whether foreseeable or unforeseeable, and whether above surface or sub-surface.</p>
<p>Sub-Clause 4.18 Protection of the Environment</p>	<p>Sub-Clause 4.18 Protection of the Environment is replaced with:</p> <p>“The Contractor shall take all necessary measures to:</p> <p>(a) protect the environment (both on and off the Site); and</p> <p>(b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor’s operations and/ or activities.</p> <p>The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor’s activities shall exceed neither the values indicated in the Employer’s Requirements, nor those prescribed by applicable Laws.</p> <p>In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor’s operations, the Contractor shall agree with the Engineer the appropriate actions and time scale to</p>

	<p>remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer.”</p>
<p>Sub-Clause 4.20 Progress Reports</p>	<p>Add new sub-paragraph (i) after (h) of Sub-Clause 4.20, as follows:</p> <p>All other information specified in the Employer's Requirements and Specifications.</p> <p>The following is added at the end of the Sub-Clause:</p> <p>“In addition to the reporting requirement of this sub-paragraph (g) of Sub-Clause 4.20 [<i>Progress Reports</i>] the Contractor shall inform the Engineer immediately of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Contractor’s Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property.</p> <p>The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Engineer of any such incident or accident on the Subcontractors’ or suppliers’ premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Contractor’s, its Subcontractors’ and suppliers’ personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Engineer within the timeframe agreed with the Engineer.</p> <p>The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Subclause.”</p>
<p>Sub-Clause 4.21 Security of the Site</p>	<p>The Sub-Clause is replaced with the following:</p> <p>The Contractor shall be responsible for the security of the Site, and:</p> <p>(a) for keeping unauthorized persons off the Site;</p> <p>(b) authorized persons shall be limited to the Contractor’s Personnel, the Employer’s Personnel, and to any other personnel identified as authorized personnel (including the Employer’s other contractors on the</p>

	<p>Site), by a Notice from the Employer or the Engineer to the Contractor.</p> <p>Subject to Sub-Clause 4.1, the Contractor shall submit for the Engineer’s No-objection a security management plan that sets out the security arrangements for the Site.</p> <p>The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor’s Personnel, Employer’s Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Employer’s Requirements.</p> <p>The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.</p> <p>In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Employer’s Requirements.”</p>
<p>Sub-Clause 4.23 Archaeological and Geological Findings</p>	<p>The first paragraph is replaced with the following:</p> <p>“All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:</p> <ul style="list-style-type: none"> (a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor’s Personnel or other persons from removing or damaging any of these findings; (b) train relevant Contractor’s Personnel on appropriate actions to be taken in the event of such findings; and (c) implement any other action consistent with the requirements of the Employer’s Requirements and relevant Laws.
<p>Sub-Clause 4.24 Code of Conduct</p>	<p>The following Sub-Clause is added:</p> <p>The Contractor shall have a Code of Conduct for the Contractor’s Personnel.</p> <p>The Contractor shall take all necessary measures to</p>

	<p>ensure that each Contractor's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited and understands the consequences of engaging in such prohibited behaviors.</p> <p>These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.</p> <p>The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.</p> <p>The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations</p>
<p>Sub-Clause 4.25 Milestones</p>	<p>The following Sub-Clause is added:</p> <p>If no Milestones are specified in the Contract Data, this Sub-Clause shall not apply.</p> <p>The Contractor shall complete the works of each Milestone (including all work which is stated in the Employer's Requirements as being required for the Milestone to be considered complete) within the time for completion of the milestone, as stated in the Contract Data, calculated from the Commencement Date.</p> <p>The Contractor shall include, in the initial programme and each revised programme, under sub-paragraph (a) of Sub- Clause 8.3 [Programme], the time for completion of each Milestone. Sub-paragraph (d) of Sub-Clause 8.4 [Advance Warning] and Sub-Clause 8.5 [Extension of the Time for Completion] shall apply to each Milestone, such that "Time for Completion" under Sub-Clause 8.5 shall be read as the time for completion of a Milestone under this Sub-Clause.</p> <p>The Contractor may apply, by Notice to the Engineer, for a Milestone certificate not earlier than 14 days before the works of a Milestone will, in the Contractor's opinion, be complete. The Engineer shall, within 28 days after receiving the Contactor's Notice:</p>

	<p>(a) issue the Milestone Certificate to the Contractor, stating the date on which the works of a Milestone were completed in accordance with the Contract, except for any minor outstanding work and defects (as shall be listed in the Milestone Certificate); or</p> <p>(b) reject the application, giving reasons and specifying the work required to be done and defects required to be remedied by the Contractor to enable the Milestone Certificate to be issued.</p> <p>The Contractor shall then complete the work referred to in subparagraph (b) of this Sub-Clause before issuing a further Notice of application under this Sub-Clause.</p> <p>If the Engineer fails either to issue the Milestone Certificate or to reject the Contractor's application within the above period of 28 days, and if the works of a Milestone are completed in accordance with the Contract, the Milestone Certificate shall be deemed to have been issued on the date which is 14 days after the date stated in the Contractor's Notice of application.</p> <p>If delay damages for a Milestone are stated in the Contract Data, and if the Contractor fails to complete the works of the Milestone within the time for completion of the Milestone (with any extension under this Sub-Clause):</p> <p>(a) the Contractor shall, subject to Sub-Clause 20.1 [Claims], pay delay damages to the Employer for this default;</p> <p>(b) such delay damages shall be the amount stated in the Contract Data, for every day which shall elapse between the time for completion for the Milestone (with any extension under this Sub-Clause) and the date stated in the Milestone Certificate;</p> <p>(c) the total amount of delay damages for all Milestones shall not exceed the maximum amount stated in the Contract Data (this shall not limit the Contractor's liability for delay damages in any case of fraud, gross negligence, deliberate default or reckless misconduct by the Contractor).</p>
<p>Sub-Clause 4.26 Temporary Facilities and Services for the Engineer</p>	<p>The following Sub-Clause is added:</p> <p>If the Contractor fails to provide and maintain any of the Temporary facilities and services required for the use of the Employer's / Engineer's Personnel, then the Employer shall be entitled to provide and maintain such Temporary</p>

	<p>facilities and services and shall be entitled to recover from the Contractor the cost plus 10% (Administrative Fees) thereof or may deduct the same from any monies due or that become due to the Contractor</p>
<p>Sub-Clause 5.4 Technical Standards and Regulations</p>	<p>The following is added as a second paragraph:</p> <p>“If so stated in the Employer’s Requirements, the Contractor shall:</p> <ul style="list-style-type: none"> (a) take into account climate change considerations in the design of structural elements of the Works and new buildings if any; and (b) apply the concept of universal access to the design and construction of structures and new buildings if any (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances).
<p>Sub-Clause 5.6 As-Build records</p>	<p>“Employer’s Requirements” is substituted by “Division 01 of the Specifications” in the entire sub-clause.</p>
<p>Sub-Clause 5.8 Design Error</p>	<p>Add the following to the end of Sub-Clause 5.8:</p> <p>The Engineer / Employer’s approval on the Contractor’s Documents including the Design deliverables or any Works without detecting the errors therein shall not relieve the Contractor from his liability to rectify the error and any consequences to this error under the Contract without additional cost or time borne by the Employer.</p>
<p>Sub-Clause 6.1 Engagement of Staff and Labour</p>	<p>The following paragraph is added at the end of the Sub-Clause:</p> <p>The Contractor shall provide the Contractor’s Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labour Laws applicable to the Contractor’s Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Employer’s Requirements. The Contractor’s Personnel shall be informed when any material changes to their terms or conditions of employment occur.</p> <p>“The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with</p>

	appropriate qualifications and experience from sources within the Country.”
Sub-Clause 6.2 Rates of Wages and Conditions of Labour	<p>The following paragraph is added at the end of the Sub-Clause:</p> <p>The following paragraphs are added at the end of the Sub-Clause:</p> <p>“The Contractor shall inform the Contractor’s Personnel about:</p> <ul style="list-style-type: none"> (a) any deduction to their payment and the conditions of such deductions in accordance with the applicable Laws or as stated in the Employer’s Requirements; and (b) their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force. <p>The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.</p> <p>Where required by applicable Laws or as stated in the Employer’s Requirements, the Contractor shall provide the Contractor’s Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor’s Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment.”</p>
Sub-Clause 6.5 Working Hours	<p>The following is inserted at the end of the Sub-Clause</p> <p>The Contractor shall provide the Contractor’s Personnel annual holiday and sick, maternity and family leave, as required by applicable Laws or as stated in the Employer’s Requirements.”</p>
Sub-Clause 6.6 Facilities for Staff and Labour	<p>The following is added as the last paragraph:</p> <p>If stated in the Employer’s Requirements, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor’s Personnel. The Contractor shall also provide similar facilities for the Employer’s Personnel as stated in the Employer’s Requirements.</p>

<p align="center">Sub-Clause 6.7 Health and Safety of Personnel</p>	<p>In the second paragraph, “The Contractor” is replaced with:</p> <p>“Except as otherwise stated in the Employer’s Requirements, the Contractor...”</p>
<p align="center">Sub-Clause 6.9 Contractor’s Personnel</p>	<p>The Sub-Clause is replaced with:</p> <p>“The Contractor’s Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations.</p> <p>The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor’s Representative and Key Personnel (if any), who:</p> <ul style="list-style-type: none"> (a) persists in any misconduct or lack of care; (b) carries out duties incompetently or negligently; (c) fails to comply with any provision of the Contract; (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment; (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; (f) has been recruited from the Employer’s Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons]; (g) undertakes behaviour which breaches the Code of Conduct for Contractor’s Personnel (ES). <p>If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Contractor’s Representative, Sub-Clause 4.3 [Contractor’s Representative] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [<i>Key Personnel</i>] shall apply.</p> <p>Subject to the requirements in Sub-Clause 4.3 [Contractor’s Representative] and 6.12 [<i>Key Personnel</i>], and notwithstanding any requirement from the Engineer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor’s Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.</p>

<p>Sub-Clause 6.12 Key Personnel</p>	<p>The following is inserted at the end of the last paragraph:</p> <p>“If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”</p>
<p>The following Sub-Clauses 6.13 to 6.28 are added after sub-clause 6.11</p>	
<p>Sub-Clause 6.13 Foreign Personnel</p>	<p>The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national, or government permission required for bringing in the Contractor’s personnel.</p> <p>The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.</p>
<p>Sub-Clause 6.14 Supply of Food stuffs</p>	<p>The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Employer’s Requirements at reasonable prices for the Contractor’s Personnel for the purposes of or in connection with the Contract.</p>
<p>Sub-Clause 6.15 Supply of Water</p>	<p>The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor’s Personnel.</p>
<p>Sub-Clause 6.16 Measures against Insect and Pest Nuisance</p>	<p>The Contractor shall at all times take the necessary precautions to protect the Contractor’s Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.</p>
<p>Sub-Clause 6.17 Alcoholic Liquor or Drugs</p>	<p>The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor’s Personnel.</p>
<p>Sub-Clause 6.18 Arms and Ammunition</p>	<p>The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor’s Personnel to do so.</p>

<p>Sub-Clause 6.19 Festivals and Religious Customs</p>	<p>The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.</p>
<p>Sub-Clause 6.20 Funeral Arrangements</p>	<p>The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.</p>
<p>Sub-Clause 6.21 Forced Labour</p>	<p>The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.</p> <p>No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p>
<p>Sub-Clause 6.22 Child Labour</p>	<p>The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).</p> <p>The Contractor, including its Subcontractors, shall not employ a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.</p> <p>The Contractor including its Subcontractors, shall only employ children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Employer's Representative's consent. The Contractor shall be subject to regular monitoring by the Employer's Representative that includes monitoring of health, working conditions and hours of work.</p> <p>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children</p>

	<p>include work:</p> <ul style="list-style-type: none"> (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or <p>under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.</p>
<p>Sub-Clause 6.23 Employment Records of Workers</p>	<p>The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarised on a monthly basis and submitted to the Employer's Representative. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].</p>
<p>Sub-Clause 6.24 Workers' Organisations</p>	<p>In countries where the relevant labour laws recognise workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labour laws substantially restrict workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.</p>
<p>Sub-Clause 6.25</p>	<p>The Contractor shall not make decisions relating to the</p>

<p>Non-Discrimination and Equal Opportunity</p>	<p>employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.</p> <p>Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure nondiscrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.21).</p>
<p>Sub-Clause 6.26 Contractor's Personnel Grievance Mechanism</p>	<p>The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.23, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.</p> <p>The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.</p> <p>The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.</p> <p>The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to such Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.</p>
<p>Sub-Clause 6.27</p>	<p>The Contractor shall provide appropriate training to</p>

<p>Training of Contractor's Personnel</p>	<p>relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and health and safety training referred to in Sub-Clause 4.8</p> <p>As stated in the Employer's Requirements or as instructed by the Employer's Representative, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel.</p> <p>The Contractor shall provide training on SEA, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.</p>
<p>Sub-Clause 6.28 Epidemics</p>	<p>In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same. The Contractor is to consider also all known epidemics such as COVID-19 and take all related measures, as prescribed by the Authorities.</p> <p>The Contractor shall have the right, in accordance with Sub- Clause 8.5 of the Conditions of Contract, to claim for any events or circumstances which have impact on the Time for Completion but which are not attributable to the Contractor's default or could not have been anticipated by a prudent contractor considering the economic and commercial disruptions worldwide at the Commencement Date.</p> <p>For avoidance of doubts, the Contractor may be entitled for extension of time due to the consequences of the "COVID- 19" virus (if any) that may occur in the Country after the Commencement Date to the extent that the progress of the Works is affected by the measures which might be announced by the Government (i.e. partial or complete lockdown, reduced work force,... etc.) and the aforementioned extension will be limited to the extensions announced by the Government in connection to the events occurring after the Commencement Date.</p>
<p>Sub-Clause 7.3 Inspection</p>	<p>The following is added in the first paragraph after "Employer's Personnel" "(including the consultants acting on the Employer's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations)"</p> <p>Sub-Clause 7.3 (c) is replaced with: "carry out other duties and inspections, including carrying out environmental and social audit."</p>

<p>Sub-Clause 7.4 Testing by the Contractor</p>	<p>To clarify what is stated in this Sub-Clause, the Contractor shall bear the costs of tests stated in the Contract included in the Employer's Requirements, Specifications and applicable standards</p>
<p>Sub-Clause 7.7 Ownership of Plant and Materials</p>	<p>The following is added before the first paragraph: "Except as otherwise provided in the Contract,"</p>
<p>Sub-Clause 8.1 Commencement Date</p>	<p>The Sub- Clause is replaced in its entirety with the following: "The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date. The Notice shall be issued promptly after the Engineer determines the fulfilment of the following conditions: (a) signature of the Contract Agreement by both Parties, ; (b) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works; Subject to Sub-Clause 4.1 on the Management Strategies and Implementation Plans and the C-ESMP and Sub-Clause 4.8 on the health and safety manual, the Contractor, shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay."</p>
<p>Sub-Clause 8.3 Programme</p>	<p>Add new subparagraph (l) at the end of the first paragraph, as follows: a cash flow schedule showing the anticipated payments by the Employer during the contract period</p>
<p>Sub-Clause 8.5 Extension of Time for Completion</p>	<p>Add the following paragraph at the end of Sub-Clause 8.5: In determining any extension to the Time for Completion under this Sub-Clause, the Engineer shall be entitled to take into account the effect of work omitted by any Variation issued by him pursuant to Sub-Clause 13.1 (Right to Vary) but he shall have no power to reduce the Time for Completion stated in the Contract Data.</p>
<p>Sub-Clause 11.3</p>	<p>Add the following paragraph at the end of Sub-Clause</p>

<p>Extension of Defects Notification Period</p>	<p>11.3: If two or more Sections or parts of the Works are taken-over separately, then with respect to defects appearing after the interconnection of such Sections or parts, the Contractor's responsibility under this Clause shall continue for all interconnected Sections or parts until the latest of the Defects Notification Periods have expired.</p>
<p>Sub-Clause 11.7 Right of Access after Taking Over</p>	<p>In the second paragraph, "Whenever the Contractor intends to access any part of the Works during the relevant DNP:" is replaced with: "Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works:"</p>
<p>Sub-Clause 12.1 Procedure for Tests after Completion</p>	<p>In sub-paragraph (b)(ii) on the second line, delete "been".</p>
<p>Sub-Clause 13.3.1 Variation by Instruction</p>	<p>Subparagraph 13.3.1 (a) is replaced with: "a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ES information to enable an evaluation of ES risks and impacts;"</p>
<p>Sub-Clause 13.4 Provisional Sums</p>	<p>The following is inserted as the penultimate paragraph: "The Provisional Sum shall be used to cover the Employer's share of the DAAB members' fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members' invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.</p>
<p>Sub-Clause 13.6 Adjustments for Changes in Laws</p>	<p>The following paragraph is added at the end of the Sub-Clause: "Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub- Clause 13.7 [Adjustments for Changes in Cost]."</p>
<p>Sub-Clause 14.1 The Contract Price</p>	<p>The following is inserted at the end of the last paragraph:</p>

The Contractor shall submit, as a part of the final detailed design submission, a detailed Schedule of Priced Activities, including a breakdown for all the priced items in the Schedule of Priced Activities, adhering to the total amounts included in the Schedule of Priced Activities.

The detailed Schedule of Priced Activities shall include, but not limited to the following:

- (a) Break down the items to sub-items,
- (b) Breakdown of all prices contained in the Schedule of Priced Activities, showing the costs of labour, Materials, Plant, Contractor's equipment and other charges

The Contract Price shall not be subject to any adjustment:

- (a) On account of the quantities of any Goods or Works being more or less than specified in the Schedule of Price Activities; or
- (b) On account of any Goods or Works not being provided for in the Schedule of Price Activities.

Subject to the stipulations of Sub-Clause 14.1 where Works need to be paid according to quantity supplied or work done, the quantity supplied or work done shall be measured and valued in accordance with the Basis of Pricing included with the Schedule of Priced Activities and in accordance with the descriptions of items and preambles stated in the Specification and/or Schedule of Priced Activities.

Any part of the Works which is to be measured shall be specified in the Contract.

The Engineer shall agree or determine the value of those parts of the Works which are to be measured, in accordance with Sub-Clause 3.7 [Agreement or Determination].

Measurement shall be made of the net actual quantities of those parts notwithstanding local practice.

Whenever the Engineer requires any part of the Works to be measured on Site. It shall give a Notice to the Contractor of not less than 7 days, of the part to be measured on the date on which and place on Site at which the measurement shall be made. Unless otherwise agreed with the Contractor, the

measurement on Site shall be made on this date and the Contractor's Representative shall:

- (a) either attend or send another qualified representative to assist the Engineer and to endeavor to reach agreement of the measurement, and
- (b) supply any particulars requested by the Engineer.

If the Contractor fails to attend or send a representative at the time and place stated in the Engineer's Notice (or otherwise agreed with the Contractor), the measurement made by (or on behalf of) the Engineer shall be deemed to have been made in the Contractor's presence and the Contractor shall be deemed to have accepted the measurement as accurate.

Any part of the Permanent Works that is to be measured from records shall be identified in the Employer's Requirements and, except as otherwise stated in the Contract, such records shall be prepared by the Engineer. Whenever the Engineer has prepared the records of such a part, it shall give a Notice to the Contractor of not less than 7 days, stating the date on which and place at which the Contractor's Representative shall attend to examine and agree the records of the Engineer. If the Contractor fails to attend or send a representative at the time and place stated in the Engineer's Notice (or otherwise agreed with the Contractor), the Contractor shall be deemed to have accepted the records as accurate.

If, for any part of the Works, the Contractor attends the measurement on Site or examines the measurement records (as the case may be) but the Engineer and the Contractor are unable to agree the measurement, then the Contractor shall give a Notice to the Engineer setting out the reasons why the Contractor considers the measurement on Site or records are inaccurate. If the Contractor does not give such a Notice to the Engineer within 14 days after attending the measurement on Site or examining the measurement records, the Contractor shall be deemed to have accepted the measurement as accurate.

After receiving a Contractor's Notice under this Sub-Clause, unless at that time such measurement is already subject to the third paragraph of Sub-Clause 13.3.1 [Variation by Instruction], the Engineer shall:

	<p>(a) proceed under Sub-Clause 3.7 [Agreement or Determination] to agree or determine the measurement; and</p> <p>(b) For the purpose of Sub-Clause 3.7.3 [Time Limits], the date on which the Engineer receives the Contractor’s Notice shall be the date of commencement of the time limit for agreement under Sub-Clause 3.7.3.</p> <p>Until such time as the measurement is agreed or determined, the Engineer shall assess a provisional measurement for the purposes of Interim Payment Certificates.”</p>
<p>Sub-Clause 14.3 Application for Interim Payment</p>	<p>The following is inserted at the end of (vi) after: [Agreement or Determination]: “any reimbursement due to the Contractor under the Dispute Avoidance/ Adjudication Agreement. (Appendix General Conditions of Dispute Avoidance/ Adjudication Agreement).”</p>
<p>Sub-Clause 14.6.2 Withholding (amounts in) an IPC</p>	<p>“and/or” from subparagraph (b) is deleted.</p> <p>The following is then added as subparagraph (c) and sub- paragraph (c) of the Sub-Clause is renumbered as (d):</p> <p>“(c) if the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Engineer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:</p> <ul style="list-style-type: none"> (i) failure to comply with any ES obligations or work described in the Employer’s Requirements which may include: working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion; (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts; (iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization; (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;

	<p>(v) failure to submit ES report/s (as described in Particular Conditions - Part D), or failure to submit such reports in a timely manner;</p> <p>(vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).”</p>
Sub-Clause 14.12 Discharge	On the seventh line of the first paragraph, replace “Sub- Clause 21.6 [Arbitration]” with “Clause 21 [Disputes and Arbitration]”.
Sub-Clause 14.15 Currencies of Payment	Throughout Sub-Clause 14.15, “Contract Data” is replaced with: “Schedule of Payment Currencies”.
Sub-Clause 14.16 Foreign Taxation	The Accepted Contract Amount shall be deemed to include for all taxes, duties and other charges imposed outside the Country on the production, manufacture, sale and transport of Materials, Plant and Contractor's Equipment to be used in or furnished under the Contract and on the services performed under the Contract.
Sub-Clause 14.17 Local Taxes and Duties	The Accepted Contract Amount shall be deemed to include all customs duties and charges, import duties, business taxes, income and other taxes that may be levied in accordance with the Laws and regulations in being at the Base Data in the Country on Materials and Plant (permanent, temporary and consumable) to be used or furnished under the Contract and on the services performed under the Contract.
Sub-Clause 14.18 Import Duties on Contractor’s Equipment	The Contractor shall observe all Laws and regulations concerning the importation and export of Contractor's Equipment and Temporary Works brought into the Country for the Works. The Contractor shall pay any import duties and other charges or provide such bonds or guarantees as may be demanded by the relevant authorities.
Sub-Clause 14.19 Income Tax on Staff	The Contractor's staff, personnel and labour will be liable to pay personal income tax in respect of such of their salaries and wages as are chargeable under the Laws and regulations for the time being in force in Country, and the Contractor shall perform such duties with regard to deductions of such taxes as may be imposed on him by such Laws and regulations.
Sub-Clause 15.1 Notice to Correct	<p>“and” is deleted from (b) and “.” is replaced by: “; and” in (c).</p> <p>The following is then added as (d)</p>

	<p>“(d) specify the time within which the Contractor shall respond to the Notice to Correct.”</p> <p>In the third para., “shall immediately respond” is replaced with: “shall respond within the time specified in (d)”. Further, in the third para., “to comply with the time specified in the Notice to Correct.” is replaced with: “to comply with the time specified in (c).”</p>
Sub-Clause 15.2.1 Notice	Sub-paragraph (h) is replaced with: “based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Particular Conditions - Part C- Fraud and Corruption, in competing for or in executing the Contract.”
Sub-Clause 16.2.1 Notice	<p>Sub-paragraph (j) is deleted in its entirety.</p> <p>At the end of sub-paragraph (i): “; or” is replaced with: “.” sub-paragraph (f) is replaced with:</p> <p>“(f) the Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [<i>Commencement of Works</i>] within 180 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor.”</p>
Sub-Clause 17.1 Responsibility for Care of the Works	On the fourth and fifth lines of the first paragraph, replace “Date of Completion of the Works” with “issue of the Taking-Over Certificate for the Works”
Sub-Clause 17.3 Intellectual and Industrial Property Rights	On the first line of the second paragraph, replace “notice” with “a Notice”.
Sub-Clause 17.7 Use of Employer’s Accommodation / Facilities	<p>The following Sub-Clause is added as 17.7:</p> <p>“The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Employer’s Requirements, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).</p> <p>If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at its</p>

	own cost, rectify the loss or damage to the satisfaction of the Engineer.”
Sub-Clause 18.1 Exceptional Events	Sub-paragraph (c) is substituted with: “(c) riot, commotion, disorder or sabotage by persons other than the Contractor’s Personnel and other employees of the Contractor and Subcontractors;”
Sub-Clause 18.4 Consequences of an Exceptional Event	The following is added at the end of sub-paragraph (b) after deleting the “.”: “, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [Insurance to be provided by the Contractor].”
Sub-Clause 18.5 Optional Termination	In sub-paragraph (c), “and necessarily” is inserted after “was reasonably”.
Sub-Clause 19.1 General Requirements	The following paragraphs are added after the first: “Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with terms (if any) agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.”
Sub-Clause 19.2 insurance to be provided by the Contractor	The following is inserted as the first sentence in Sub-Clause 19.2: “The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to in Clause 19) from any eligible source of the Employer’s country.”
Sub-Clause 19.2.3 Liability for breach of professional duty	On the first line of the first paragraph, replace “the part of the Permanent Works under Sub-Clause 4.1 [Contractor’s General Obligations], and/or any other design under the Contract” with “the Permanent Works”.
Sub-Clause 19.2.5 Injury to employees	The second paragraph is replaced with: “The Employer and the Engineer shall also be indemnified under the policy of insurance, against

	liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel."
Sub-Clause 21.1 Constitution of the DAAB	In the second paragraph, at the end of the first sentence after deleting: ".", the following is added: ", each of whom shall meet the criteria set forth in Sub-Clause 3.3 of Appendix- General Conditions of Dispute Avoidance/ Adjudication Agreement." After the second paragraph insert the following paragraph: "If the Contract is with a foreign Contractor, the DAAB members shall not have the same nationality as the Employer or the Contractor."
Sub-Clause 21.2 Failure to Appoint DAAB Member (s)	For both (a) and (b): "by the date stated in the first paragraph of Sub-Clause 21.1 [<i>Constitution of the DAAB</i>]" is replaced with: "within 42 days from the date the Contract is signed by both Parties".
Appendix- General Conditions of Dispute Avoidance/Adjudication Agreement	
Title	"General Conditions of Dispute Avoidance/Adjudication Agreement" is replaced with "General Conditions of DAAB Agreement".
1. Definitions	Sub-Clause 1.2 On both the first and third lines, "DAA Agreement" is replaced with "DAAB Agreement". Sub-Clause 1.3 (a) In the first line, "Dispute Avoidance/Adjudication Agreement" or "DAA Agreement" means" is replaced with: "DAAB Agreement" is as defined under the Contract and is". (b) In the first line of sub-paragraph (c), "DAA Agreement" is replaced with "DAAB Agreement" (c) In sub-paragraph (c)(ii), replace "chairman" with "chairperson" Sub-Clause 1.3 "DAAB Activities" is replaced with Sub-Clause 1.4 "DAAB Activities" and the subsequent Sub-Clauses under Clause 1 "Definitions" renumbered: In Sub-Clause 1.7 to 12: All instances of "DAA

	<p>Agreement” are replaced with “DAAB Agreement”</p> <p>In Sub-Clause 1.8 a(i):” authorised representative of the contractor or of the Employer” is replaced with: “Contractor’s Representative and authorised representative of the Employer”</p>
2. General provisions	Sub-Clause 2.2 is deleted in its entirety.
3.Warranties	<p>The second paragraph starting “When appointing the Member” is replaced with:</p> <p>“When appointing the Member, each Party relies on the Member’s representations, that he/she:</p> <ul style="list-style-type: none"> (a) has at least a bachelor’s degree in relevant disciplines such as law, engineering, construction management or contract management; (b) has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes; (c) has received formal training as an adjudicator from an internationally recognized organization; (d) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract; (e) has experience in the interpretation of construction and/or engineering contract documents; (f) has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and (g) is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAB).”
7. Confidentiality	In Sub-Clause 7.3: “or” is deleted after sub-paragraph (b). and the following sub-paragraphs
9. Fees and Expenses	<p>In Sub-Clause 9.1 c): “business class or equivalent” is replaced with: “in less than first class”</p> <p>In Sub-Clause 9.4: “and air fares” and “other” are deleted from the first and second sentences respectively.</p>

10. Resignation and Termination	In Sub-Clause 10.3: “the DAA Agreement” is replaced with: “a DAAB member’s DAA Agreement”
Annex- DAAB Procedural Rules	
Rule 4.2	On the fourth line, replace “chairman” with “chairperson”.
Rule 8.3	On the sixth line, replace “chairman” with “chairperson”.
Form of Dispute Avoidance/Adjudication Agreement	
All instances of “DAA Agreement” are replaced with: “DAAB Agreement”. In C (b): “chairman” is replaced with “chairperson”.	

SECTION VII - CONTRACT FORMS

Table of Forms

FORM No. 1 - Notification of Intention to Award

FORM No. 2 – Request for Review

FORM No. 3 - Letter of Award

FORM No. 4 - Contract Agreement

FORM No. 5 - Performance Security [Option 1 – Unconditional Demand Bank Guarantee]

FORM No. 6 - Performance Security [Option 2– Performance Bond]

FORM No. 7 - Advance Payment Security

FORM No. 8 - Retention Money Security

FORM NO. 9 - Beneficial Ownership Disclosure Form

Form No. 1: Notification of Intention to Award

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

FORMAT

1. For the attention of Tenderer's Authorized Representative
 - i) Name: *[insert Authorized Representative's name]*
 - ii) Address: *[insert Authorized Representative's Address]*
 - iii) Telephone: *[insert Authorized Representative's telephone/ fax numbers]*
 - iv) Email Address: *[insert Authorized Representative's email address]*

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

2. Date of transmission: *[email]* on *[date]* (local time), this Notification is sent by (*Name and designation*)
3. Notification of Intention to Award
 - i) Procuring Entity: *[insert the name of the Procuring Entity]*
 - ii) Project: *[insert name of project]*
 - iii) Contract title: *[insert the name of the contract]*
 - iv) Tender No: *[insert Tender reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your Tender by submitting a Procurement-related Complaint in relation to the decision to award the contracts.
 - a) The successful Tenderers
 - i) Name of successful Tender
 - ii) Address of the successful Tender
 - iii) Contract price of the successful Tender Kenya Shillings (in words)
 - b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.

S/No.	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				

3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - i) Attention: *[insert full name of person, if applicable]*
 - ii) Title/position: *[insert title / position]*
 - ii) Agency: *[insert name of Procuring Entity]*
 - iii) Email address: *[insert email address]*
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: *[insert full name of person, if applicable]*
 - ii) Title/position: *[insert title / position]*
 - iii) Agency: *[insert name of Procuring Entity]*
 - iv) Email address: *[insert email address]*
- c) At this point in the procurement process, you may submit a Procurement-

related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke.

You should read these documents before preparing and submitting your complaint.

- e) There are four essential requirements:
 - i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this Tender process, and is the recipient of a Notification of Intention to Award.
 - ii) The complaint can only challenge the decision to award the contract.
 - iii) You must submit the complaint within the period stated above.
 - iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

- i) **DEADLINE:** The Standstill Period is due to end at midnight on *[insert date]* (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

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

Form No. 2- Request for Review

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO..... of.....20.....

BETWEEN

.....**APPLICANT**

AND

.....**RESPONDENT (Procuring Entity)**

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... for (Tender description).

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

SIGNED (Applicant) Dated on..... day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

Form No. 3: Letter of Award

[letterhead paper of the Procuring Entity] [date]

To: *[name and address of the Tenderer]*

This is to notify you that your Tender dated.....*[date]* for execution of the.....*[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount.....*[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is here by accepted by..... *(Name of Procuring Entity)*.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring Entity:.....

Attachment: *Contract Agreement*:.....

Form No. 4: Contract Agreement

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

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

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) The Letter of Acceptance
 - b) The Letters of Tender
 - c) The addenda Nos____(if any)
 - d) The Particular Conditions of Contract [Part A – Contract Data]
 - e) The Particular Conditions of Contract [Part B – Special Provisions]
 - f) The General Conditions of Contract;
 - g) The Employer’s Requirements
 - h) The Schedules;
 - i) The Operating Licence and
 - j) The Contractor’s Tender and any other documents forming part of the Contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works and to remedy defects there in in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year specified above.

Signed and sealed by.....(for the Procuring Entity)

Signed and sealed by.....(for the Contractor)

FORM NO. 5 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: *[insert name and Address of Procuring Entity]* Date..... *[Insert date of issue]*

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

1. We have been informed that..... *(hereinafter called "the Contractor")* has entered into Contract No..... dated..... with *(name of Procuring Entity)* (the Procuring Entity as the Beneficiary), for the execution of..... *(herein after called" the Contract")*.
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of.....*(in words)*¹, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified there in.
4. This guarantee shall expire, no later than the..... Day of.....,20.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[Name of Authorized Official, signature(s) and seals/stamps]

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

¹The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.

²Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

Form No. 6- Performance Security

[Option2–Performance Bond]

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [insert name and Address of Procuring Entity]

Date... _____ [Insert date of issue]

PERFORMANCE BOND No.: _____

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

1. By this Bond _____ as Principal (*hereinafter called "the Contractor"*) and _____ as Surety (*hereinafter called "the Surety"*), are held and firmly bound unto _____ as Obligee (*hereinafter called "the Procuring Entity"*) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the day of _____ 20____, for _____ in accordance with the documents, plans, specifications, and amendments there to, which to the extent here in provided for, are by reference made part here of and are here in after referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
 - (1) Complete the Contract in accordance with its terms and conditions; or
 - (2) obtain a Tender or Tenders from qualified Tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the amount set for thin the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the

total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or

- (3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named here in or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day ___ of _____ 20__.

SIGNED ON _____ on behalf of
By _____ in the capacity of _____ in the
presence of _____

SIGNED ON _____ on behalf of by
_____ in the capacity of _____ in the presence of _____.

Form No. 7 - Advance Payment Security

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[Insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

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

1. We have been informed that _____ (*herein after called "the Contractor"*) has entered in to Contract No. _____ dated _____ with the Beneficiary, for the execution of (*herein after called "the Contract"*).
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (*in words*) _____ is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (*in words* _____) ¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____.
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of _____, 2 _____, ² whichever is earlier. Consequently, a demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

*[Name
of Authorized Official, signature(s) and seals/stamps]*

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

¹*The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.*

²*Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee*

Form No. 8 - Retention Money Security

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[Insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

Advance payment guarantee no. *[Insert guarantee reference number]*

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

1. We have been informed that _____ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (herein after called "the Contractor") has entered in to Contract No. _____ *[insert reference number of the contract]* dated _____ with the Beneficiary, for the execution of _____ *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set for thin the Contract ("*the Retention Money*"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably under take to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* _____ (*[insert amount in words* _____ *])*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation (s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified there in.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number _____ at _____ *[insert name and address of Applicant's bank]*.
5. This guarantee shall expire no later than the _____ Day of _____, 2...², and any demand for payment under it must be received by us at the office indicated above on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for

such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

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

¹*The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.*

²*Insert a date that is twenty-eight days after the expiry of retention period after the actual completion date of the contract. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

Form No. 9 Beneficial Ownership Disclosure Form
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Tenderers pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the Tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (Tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.: _____ [insert identification no]
Name of the Tender Title / Description: _____ [insert name of the assignment] to:
_____ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership:
_____ [select one option as applicable and delete the options that are not applicable]

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

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (Tenderer) (Yes / No)
1.	Full Name		Directly-----	Directly....% of voting rights	Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes	Exercises significant influence or control over the Company body of the Company (Tenderer)
	National identity card number or Passport number		----- % of shares	Indirectly-----%	-----No----	Yes -----No---
	Personal Identification Number (where applicable)				Is this right held directly or indirectly?	Is this influence or control exercised directly or indirectly?
	Nationality		Indirectly---		Direct.....	Direct.....
	Date of birth [dd/mm/yyyy]		----- % of shares		Indirect.....	Indirect.....
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
2.	Full Name		Directly--	Directly.....% of voting rights	Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes	Exercises significant influence or control over the Company body of the Company (Tenderer)
	National identity card number or Passport number		___% of shares	Indirectly-----%	-----No----	Yes -----No--
	Personal Identification Number (where applicable)				Is this right held directly or indirectly?	Is this influence or control exercised directly or indirectly?
	Nationality(ies)		Indirectly---		Direct.....	Direct.....
	Date of birth [dd/mm/yyyy]		---% of shares		Indirect.....	Indirect...
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (Tenderer) (Yes / No)
3.					

- II) am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.
- III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:
- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
 - (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
 - (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
 - (d) exercises significant influence or control, directly or indirectly, over the company.
 - (e) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer:*[insert complete name of the Tenderer]
Name of the person duly authorized to sign the Tender on behalf of the Tenderer.....
** [insert complete name of person duly authorized to sign the Tender]
Designation of the person signing the Tender:
[insert complete title of the person signing the Tender]
Signature of the person named above: [insert signature of person whose name and capacity are shown above]
Date this [insert date of signing] day of..... [Insert month], [insert year]
Tenderer Official Stamp