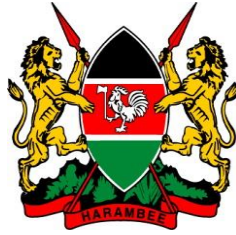


**REPUBLIC OF KENYA**



**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING AND  
URBAN DEVELOPMENT AND PUBLIC WORKS**

**STATE DEPARTMENT FOR HOUSING AND URBAN DEVELOPMENT**

**ESTATE MANAGEMENT DEPARTMENT**

**P.O. BOX 30119 – 00100  
NAIROBI**

**TEL: 020-2686432**

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**BID DOCUMENT**

**FOR PROCUREMENT OF SMALL WORKS**

**PROPOSED REROOFING AND REDECORATION OF CRESCENT HOUSE**

**TENDER NO. MTHUD/SDHUD/HUD/ED/20/2020-2021**

---

**EMPLOYER**

The Principal Secretary  
State Department for Housing & Urban  
Development  
P.O. Box 30119-00100  
Nairobi – Kenya

**PROJECT MANAGER**

Director,  
Estate Management Department  
P.O. Box 30119-00100  
Nairobi – Kenya

**APRIL 2021**

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## **INTRODUCTION**

1.1 This standard tender document for procurement of works has been prepared for use by procuring entities in Kenya in the procurement of works (e.g. Buildings, Roads, Bridges, Repairs and Maintenance)

1.2 The following guidelines should be observed when using the document: -

(a) Specific details should be furnished in the tender notice and in the special conditions of contract (where applicable). The tender document issued to tenderers should not have blank spaces or options.

(b) The instructions to tenderers and the General Conditions of Contract should remain unchanged. Any necessary amendments to these parts should be made through Appendix to instructions to tenderers and special conditions of contract respectively.

1.3

(a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable prospective tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements

(b) The invitation to tender shall be as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have been prequalified following a request for prequalification.

## SECTION I: INVITATION TO BID

**TENDER NAME: PROPOSED REROOFING AND REDECORATION OF CRESCENT HOUSE.**

**TENDER NUMBER: TENDER NO. MTIHUD/SDHUD/HUD/ED/20/2020-2021**

1.1 The Government of Kenya through the Ministry of Transport, Infrastructure, Housing and Urban Development and Public Works, State Department for Housing and Urban Development intends to procure the **Proposed Re-Roofing and Redecoration of Crescent House Nairobi**

1. Interested bidders may access the bid documents from the State Department's website **www.housingandurban.go.ke** or the **Public Procurement Information Portal (PPIP)** <https://tenders.go.ke> free of charge from **13<sup>th</sup> April, 2021**. Bidders who download the documents from the website are required to inform the employer of their wish to submit their proposals. All enquiries and clarifications should be sent via email to: **procurement@housingandurban.go.ke**
2. Completed tender documents should be submitted accompanied by a bid security issued by a reputable bank and insurance/financial institution approved by PPRA in the amount **Kshs. 190,000.00** from the tender opening date. Failure to provide a bid security in the right format, correct value and validity period shall lead to disqualification of the bidder. Bid security should be valid for a period of 180 days from date of submitting bid/closing date of tender.
3. Prices quoted shall be inclusive of duty and other taxes and shall remain valid for **150 calendar days** from the closing date of the tenders.
4. Completed Tender documents shall be submitted as follows; One Original and One Copy, which shall then be enclosed in one envelope marked "DO NOT OPEN BEFORE **19<sup>th</sup> April, 2021 11:00am** and shall be deposited in the Tender Box **located at Ardhi House, 6<sup>th</sup> Floor Lift Lobby**. Bulky documents shall be delivered and registered at the office of the **Head Supply Chain Management Services**, located on 6<sup>th</sup> Floor, Wing B, Ardhi House 1<sup>st</sup> Ngong Avenue, off Ngong Road.
5. The bid opening will be at **State Department for Housing and Urban Development Boardroom, located on 6<sup>th</sup> Floor - Ardhi House, 1<sup>st</sup> Ngong Avenue off Ngong Road on 19<sup>th</sup> April, 2021 at 11:00 am** in the presence of bidder's representatives who choose to attend.
6. Late bids will not be accepted and will be returned un-opened

**Head of Supply Chain Management Services  
For: The Principal Secretary  
State Department of Housing and Urban Development  
Ministry of Transport, Infrastructure, Housing, Urban Development and Public Works.  
P.O. Box 30119 -00100**

## SECTION II: INSTRUCTIONS TO TENDERERS

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## **SECTION II: INSTRUCTION TO TENDERERS**

### **A: GENERAL**

1. (a) Definitions “Tenderer” means any persons, partnership firm or company submitting a sum or sums in the Bills of Quantities in accordance with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications, Drawings and Bills of Quantities for the work contemplated, acting directly or through a legally appointed representative.

(a) “Approved tenderer” means the tenderer who is approved by the Employer

(b) Any noun or adjective derived from the word “tender” shall be read and construed to mean the corresponding form of the noun or adjective “bid”. Any conjugation of the verb “tender” shall be read and construed to mean the corresponding form of the verb “bid.”

(c) “Employer” means the entity specified in the Appendix to **Instructions to Tenderers**

### **Description of the Project**

1.1 The site of the proposed works is located **within the jurisdiction of County Government of Nairobi City.**

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

1.3 All tenderers shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

1.7 In the event that pre-qualification of potential tenderers has been undertaken, only tenders from prequalified tenderers will be considered for award of Contract. These qualified tenderers should submit with their tenders any information updating their original pre-qualification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission.

1.7.1 Where no pre-qualification of potential tenderers has been done, all tenderers shall include the following information and documents with their tenders, unless otherwise stated:

(a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the tender to commit the tenderer:

- (b) Total monetary value of construction work performed for each of the last five years:
- (c) Experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and names and addresses of clients who may be contacted for further information on these contracts;
- (d) Major items of construction equipment proposed to carry out the Contract and an undertaking that they will be available for the Contract.
- (e) Qualifications and experience of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract.
- (f) Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the past five years;
- (g) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) Authority to seek references from the tenderer's bankers;
- (i) Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and
- (j) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

## ***2. Eligibility and Qualification Requirements***

### **2.1. Eligibility requirements**

This invitation to tender is open to all tenderers who are eligible as specified in the **Appendix to Tenders**.

### **2.2. Qualification Requirements**

To be qualified for award of Contract, the tenderer shall provide evidence satisfactory to the Employer of their eligibility under Sub clause 2.1 above and of their capability and adequacy of resources to effectively carry out the subject Contract. To this end, the tenderer shall be required to update the following information already submitted during Statement of Foreign Currency Requirements Statement of Foreign Currency Requirements prequalification: -

- (a) Details of experience and past performance of the tenderer on the works of a similar nature and details of current work on hand and other contractual commitments.

- (b) The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.
- (c) Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The tenderer will also indicate on this schedule when each item will be available on the Works. Included also should be a schedule of plant, equipment and material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.
- (d) Details of sub-contractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of the Condition of Contract.
- (e) A draft Program of Works in the form of a bar chart and Schedule of Payment which shall form part of the Contract if the tender is accepted. Any change in the Program or Schedule shall be subjected to the approval of the Project Manager.
- (f) Details of any current litigation or arbitration proceedings in which the tenderer is involved as one of the parties.

### 2.3. Joint Ventures

Tenders shall only be submitted by the **MAIN CONTRACTOR**. Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements: -

- (a) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners
- (b) One of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners
- (c) The partner in charge shall be authorized to incur liabilities and receive instructions for an on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.
- (d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender)
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.



### ***3. Cost of Tendering***

- 3.1 The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.2 The price to be charged for the tender document shall not exceed Kshs. 5,000/= as provided for in the **Appendix to Instructions to Tenderers**.
- 3.3 The procuring entity shall allow the tenderer to view the tender document free of charge before purchase.

### ***4. Site Visit***

- 4.1. The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility.
- 4.2. The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.
- 4.3. The Employer shall organize a site visit at a date to be notified. A representative of the Employer will be available to meet the intending tenderers at the Site. Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits. Each tenderer shall complete the Certificate of Tenderer's Visit to the Site, whether he in fact visits the Site at the time of the organized site visit or by himself at some other time.

## ***B: TENDER DOCUMENTS***

### ***5. Tender Documents***

- 5.1 The Tender documents comprise the documents listed here below and should be read together with any Addenda issued in accordance with Clause 7 of these instructions to tenderers.
  - Section I: Invitation to Bid
  - Section II: Instructions to Bidders
  - Section III: Evaluation and Qualification Criteria
  - Section IV: Standard Forms
  - Section V: Employer's Requirements
  - Section VI: Conditions of Contract and Contract Forms
- 5.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tender documents. Failure to comply with the requirements for tender submission will be at the tenderer's own risk. Pursuant to

clause 22 of Instructions to Tenderers, tenders which are not substantially responsive to the requirements of the tender documents will be rejected.

- 5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as “private and confidential”.

#### **5. *Inquiries by Tenderers***

- 6.1 A tenderer making an inquiry relating to the tender document may notify the Employer in writing or by telex, cable or facsimile at the Employer’s mailing address indicated in the Invitation to Tender. The Employer will respond in writing to any request for clarification which he receives earlier than 7 days prior to the deadline for the submission of tenders. Written copies of the Employer’s response (including the query but without identifying the source of the inquiry) will be sent to all prospective tenderers who have purchased the tender documents.

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

#### **7. *Amendment of Tender Documents***

- 7.1. At any time prior to the deadline for submission of tenders the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by issuing Addenda.
- 7.2 Any Addendum will be notified in writing or by cable, telex or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them as provided in the **Appendix to Instructions to Bidders**.
- 7.3 In order to allow prospective tenderers reasonable time in which to take the Addendum into account in preparing their tenders, the Employer may, at his discretion, extend the deadline for the submission of tenders.

### **C. *PREPARATION OF TENDERS***

#### **8. *Language of Tender***

- 8.1 The tender and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the tenderer with the tender may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the tender, the English language shall prevail.

#### **9. *Documents Comprising the Tender***

- 9.1 The tender to be prepared by the tenderer shall comprise:
- (a) the Form of Tender and Appendix thereto,
  - (b) a Tender Security or Tender Securing Declaration,
  - (c) the Priced Bills of Quantities and Schedules,

- (d) written confirmation authorizing the signatory of the Bid to commit the Bidder,
- (e) documentary evidence establishing the eligibility of the Bidder, in accordance with the requirements of Section III Evaluation and Qualification Criteria, using the relevant forms furnished in Section IV Bidding Forms;
- (f) documentary evidence establishing the Bidder's qualifications in accordance with the requirements of Section III Evaluation and Qualification Criteria, using the relevant forms furnished in Section IV Bidding Forms;
- (g) documentary evidence establishing the conformity of the Technical Proposal offered by the Bidder with the tender documents, using the relevant forms furnished in Section IV Bidding Forms,
- (h) Supplementary documents and any other document required in the Appendix to ITT and Section III Evaluation and Qualification Criteria.

9.2 The Forms, Bills of Quantities and Schedules provided in the tender documents shall be used without exception (subject to extensions of the schedules in the same format and to the provisions of Clause 13.2 regarding the alternative forms of Tender Surety).

### ***10. Tender Prices***

- 10.1 All the insertions made by the tenderer shall be made in **ink** and the tenderer shall clearly form the figures. The relevant space in the Form of Tender and Bills of Quantities shall be completed accordingly without interlineations or erasures except those necessary to correct errors made by the tenderer in which case the erasures and interlineations shall be initialed by the person or persons signing the tender.
- 10.2 A price or rate shall be inserted by the tenderer for every item in the Bills of Quantities whether the quantities are stated or not. Items against which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.
- 10.3 The prices and unit rates in the Bills of Quantities are to be the full [all-inclusive] value of the Work described under the items, including all costs and expenses which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause 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.
- 10.4 Each price or unit rate inserted in the Bills of Quantities should be a realistic estimate for completing the activity or activities described under that particular item and the tenderer is advised against inserting a price or rate against any item contrary to this instruction.
- 10.5 Every rate entered in the Bills of Quantities, whether or not such rate be associated with a quantity, shall form part of the Contract. The Employer shall have the right to call for any item of work contained in the Bills of Quantities, and such items of work to be paid for at the rate entered by the tenderer and it is the intention of the Employer to take full advantage of unbalanced low rates.

- 10.6 Unless otherwise specified the tenderer must enter the amounts representing 10% of the sub-total of the summary of the Bills of Quantities for Contingencies and Variation of Prices [V.O.P.] payments in the summary sheet and add them to the sub-total to arrive at the tender amount.
- 10.7 The tenderer shall furnish with his tender written confirmation from his suppliers or manufacturers of basic unit rates for the supply of items listed in the Conditions of Contract clause 70 where appropriate.
- 10.8 The Employer may require the tenderer to justify such rates so obtained from the suppliers or manufacturers.
- 10.9 The rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract only in accordance with the Provisions of the Conditions of Contract. The tenderer shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required under clause 70 of the Conditions of Contract Part II.
- 10.10 Contract price variations shall not be allowed within the first 12 months of the contract.
- 10.11 Where quantity contract variation is allowed, the variation shall not exceed 15% of the original contract quantity.
- 10.12 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

### ***11. Currencies of Tender and Payment***

- 11.1 Tenders shall be priced in Kenya Shillings and the tender sum shall be in Kenya Shillings.
- 11.2 Tenderers are required to indicate in the Statement of Foreign Currency Requirements, which forms part of the tender, the foreign currency required by them. Such currency should generally be the currency of the country of the tenderer's main office. However, if a substantial portion of the tenderer's expenditure under the Contract is expected to be in countries other than his country of origin, then he may state a corresponding portion of the contract price in the currency of those other countries. However, the foreign currency element is to be limited to two (2) different currencies and a maximum of 30% (thirty percent) of the Contract Price.
- 11.3 The rate or the rates of exchange used for pricing the tender shall be the selling rate or rates of the Central Bank ruling on the date thirty (30) days before the final date for the submission of tenders.
- 11.4 Tenderers must enclose with their tenders, a brief justification of the foreign currency requirements stated in their tenders.

## ***12. Tender Validity***

- 12.1. The tender shall remain valid and open for acceptance for a **period specified in the Appendix to Information Tenderers** from the date of tender opening or from the extended date of tender opening (in accordance with clause 7.3 here above) whichever is the later.
- 12.2. In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex or facsimile. A tenderer may refuse the request without forfeiting his Tender Surety. A tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Tender Surety correspondingly.

## ***13. Tender Security***

- 13.1. The tenderer shall furnish as part of his tender, a Tender Security in the specified amount and form, or Tender Securing Declaration as specified in the **Appendix to Information to Tenderers**.
- 13.2. The tender security shall not exceed 2 percent of the tender price, specified in absolute value.
- 13.3 The Tender Security shall be valid at least thirty (30) days beyond the tender validity period, as specified in the **Appendix to Instructions to Tenderers**
- 13.4 Any tender not accompanied by an acceptable Tender Surety will be rejected by the Employer as non-responsive.
- 13.5 The Tender Securities of unsuccessful tenderers will be returned as promptly as possible as but not later than twenty-eight (28) days after expiration of the tender validity period. The Tender Surety of the successful tenderer will be returned upon the tenderer executing the Contract and furnishing the required Performance Security.
- 13.6 The Tender Securities may be forfeited:
- a) if a tenderer withdraws his tender during the period of tender validity: or
  - b) in the case of a successful tenderer, if he fails, within the specified time limit
    - i. to sign the Agreement, or
    - ii. to furnish the necessary Performance Security
  - c) if a tenderer does not accept the correction of his tender price pursuant to clause 23.

## ***14. No Alternative Offers***

- 14.1. The tenderer shall submit an offer which complies fully with the requirements of the tender documents unless otherwise provided for in the **Appendix to Instructions to Tenderers**

- 14.2. Only one tender may be submitted by each tenderer either by himself or as partner in a joint venture. A tenderer who submits or participates in more than one tender will be disqualified.
- 14.3. The tenderer shall not attach any conditions of his own to his tender. The tender price must be based on the tender documents. The tenderer is not required to present alternative construction options and he shall use without exception, the Bills of Quantities as provided, with the amendments as notified in tender notices, if any, for the calculation of his tender price. Any tenderer who fails to comply with this clause will be disqualified.

### ***15. Pre-tender Meeting***

- 15.1. If a pre-tender meeting is convened, the tenderer's designated representative is invited to attend at the venue and time in the Invitation to Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 15.2. The tenderer is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than seven (7) days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:
  - (a) Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in – Clause 9 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of a tender notice pursuant to Clause 7 and not through the minutes of the pre-tender meeting.
  - (b) Non-attendance at the pre-bid meeting will not be cause for disqualification of a bidder.

### ***16. Format and Signing of Tenders***

- 16.1. The tenderer shall prepare his tender as outlined in clause 9 above and mark appropriately one set "ORIGINAL" and the other "COPY".
- 16.2. The copy of the tender and Bills of Quantities shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer. All pages of the tender where amendments have been made shall be initialed by the person or persons signing the tender.
- 16.3. The complete tender shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## ***D. SUBMISSION OF TENDERS***

### ***17. Sealing and Marking of Tenders***

- 17.1. The tenderer shall seal the original and copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer separate envelope.
- 17.2. The inner and outer envelopes shall be addressed to the Employer at the address stated in the Appendix to Instructions to Tenderers and bear the name and identification of the Contract stated in the said Appendix with a warning not to open before the date and time for opening of tenders stated in the **Appendix to Instructions to Tenderers**.
- 17.3. The inner envelopes shall each indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”, while the outer envelope shall bear no mark indicating the identity of the tenderer.
- 17.4. If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the Employer and returned to the tenderer.

### ***18. Deadline for Submission of Tenders***

- 18.1. Tenders must be received by the Employer at the address specified in Clause 17.2 and on the date and time specified in the Tender Notice and **Appendix to Instructions to Tenderers**, subject to the provisions of clause 7.3, 18.2 and 18.3. Tenders delivered by hand must be placed in the “tender box” provided in the office of the Employer. Proof of posting will not be accepted as proof of delivery and any tender delivered after the above stipulated time, from whatever cause arising will not be considered.
- 18.2. The Employer may, at his discretion, extend the deadline for the submission of tenders through the issue of an Addendum in accordance with clause 7, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- 18.3. Any tender received by the Employer after the prescribed deadline for submission of tender shall be rejected and will be returned unopened to the tenderer.

### ***19. Modification and Withdrawal of Tenders***

- 19.1. The tenderer may modify or withdraw his tender after tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to prescribe deadline for submission of tenders.

19.2. The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of tenders, with the inner and outer envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**" as appropriate.

19.3. No tender may be modified subsequent to the deadline for submission of tenders.

19.4. No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of tender validity specified on the tender form. Withdrawal of a tender during this interval will result in the forfeiture of the Tender Surety.

19.5. Subsequent to the expiration of the period of tender validity prescribed by the Employer, and the tenderer having not been notified by the Employer of the award of the Contract or the tenderer does not intend to conform with the request of the Employer to extend the period of tender validity, the tenderer may withdraw his tender without risk of forfeiture of the Tender Surety.

## ***E. TENDER OPENING AND EVALUATION***

### ***20. Tender Opening***

20.1. The Employer will open the tenders in the presence of the tenderers' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

20.2. Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened. The Employer will examine the tenders to determine whether they are complete, whether the requisite Tender Sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.

20.3. At the tender opening, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.

20.4. The Employer shall prepare minutes of the tender opening including the information disclosed to those present.

20.5. Tenders not opened and read out at the tender opening shall not be considered further for evaluation, irrespective of the circumstances.

### ***21. Process to be Confidential***

21.1. After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process until the award of Contract is announced.

21.2. Any effort by a tenderer to influence the Employer in the process of examination, evaluation and comparison of tenders and decisions concerning award of Contract may result in the rejection of the tenderer's tender.



## **22. Clarification of Tenders**

- 22.1. To assist in the examination, evaluation and comparison of tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdown of unit prices. The request for clarification and the response shall be in writing or by cable, facsimile or telex, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the employer during the evaluation of the tenders in accordance with clause 24.
- 22.2. No tenderer shall contact the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, he shall do so in writing.

## **23. Determination of Responsiveness**

- 23.1. Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.
- 23.2. For the purpose of this clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation, reservation or omission. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the tenderers obligations under the Contract and the rectification of which would affect unfairly the competitive position of other tenderers who have presented substantially responsive tenders.
- 23.3. Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced in relation to the Employer's estimate of the works to be performed under any item or groups of items, *the tender shall be evaluated as provided in ITT 26.5.*
- 23.4. A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conforming deviation or reservation.

## **24. Correction of Errors**

Tenders determined to be substantially responsive shall be checked by the Employer for any arithmetic errors in the computations and summations. Errors will be corrected by the

Employer as follows:

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

- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bills of Quantities, the amount as stated in the Form of Tender shall prevail.
- (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected builder's work (i.e. corrected tender sum less Prime Cost and Provisional Sums).
- (e) The Error Correction Factor shall be applied to all builder's work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuations of variations.
- (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 13.

### ***25. Conversion to Single Currency***

- 25.1. For compensation of tenders, the tender price shall first be broken down into the respective amounts payable in various currencies by using the selling rate or rates of the Central Bank of Kenya ruling on the date twenty-one (21) days before the final date for the submission of tenders.
- 25.2. The Employer will convert the amounts in various currencies in which the tender is payable (excluding provisional sums but including Day works where priced competitively) to Kenya Shillings at the selling rates stated in clause 25.1.

### ***26. Evaluation and Comparison of Tenders***

- 26.1 The Employer will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23.
- 26.2. In evaluating tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
  - (a) Making any correction for errors pursuant to clause 24.
  - (b) Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.
- 26.3. The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- 26.4. Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.

- 26.5. If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the Contract.
- 26.6. Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding provisional sums to a non-indigenous sub-contractor.
- 26.7. Preference where allowed in the evaluation of tenders shall not exceed 15%
- 26.8. The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 26.9. The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 26.10. A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.
- 26.11. Poor past performance shall not be used as evaluation criteria unless specifically provided for in the **Appendix to Instructions to Tenderers**.

## ***F: AWARD OF CONTRACT***

### ***27. Award Criteria***

- 27.1 Subject to Sub-clause 27.2, the Employer will award the Contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the Contract Works as required in Sub-clause 2.1 and 2.2 here above.
- 27.2 The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Employer's action.

### ***28. Notification of Award***

- 28.1. Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by cable, telefax or telex and confirmed in

writing by registered letter that his tender has been accepted. This letter (hereinafter and in all Contract documents called “Letter of Acceptance”) shall name the sum (hereinafter and in all Contract documents called “the Contract Price”) which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.

- 28.2. At the same time that the Employer notifies the successful tenderer that his tender has been accepted, the Employer shall notify the other tenderers that the tenders have been unsuccessful.
- 28.3. Within fourteen [14] days of receipt of the Form of Contract Agreement from the Employer, the successful tenderer shall sign the form and return it to the Employer together with the required Performance Security.
- 28.4. The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

### ***29. Performance Guarantee***

- 29.1. Within twenty-eight [28] days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the Employer with a Performance Security in the amount stated in the **Appendix to Instructions to Tenderers** and in the format stipulated in the Conditions of Contract.
- 29.2. The Performance Security to be provided by the successful tenderer shall be an unconditional Bank Guarantee issued at the tenderer’s option by a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two elements namely, a performance security payable in foreign currencies (based upon the exchange rates determined in accordance with clause 60(5) of the Conditions of Contract) and a performance Security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.
- 29.3. Failure of the successful tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract. The Employer may award the Contract to the next ranked tenderer.

### ***30. Advance Payment***

- 30.1. An advance payment, if approved by the Employer, shall be made under the Contract, if requested by the Contractor, in accordance with clause 60(1) of the Conditions of Contract. The Advance Payment Guarantee shall be denominated in the proportion and currencies named in the form of foreign currency requirements. For each currency, a separate guarantee shall be issued. The guarantee shall be issued by a Bank located in the Republic of Kenya, or a foreign Bank through a correspondent Bank located in the Republic of Kenya, in either case subject to the approval of the Employer.

### ***31. Corrupt or fraudulent practices***

- 31.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

## APPENDIX TO INSTRUCTIONS TO TENDERERS

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

ITT Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
<b>A: GENERAL</b>	
Clause 1(d)	Employer means the <b>State Department for Housing and Urban Development</b>
Clause 2.1	(a) To establish the eligibility of the Bidder in accordance with ITT Clause 2.1, the Bidder shall complete the relevant forms included in <i>Section IV Bidding Forms</i> ; and, (b) The Bidder must meet the eligibility criteria specified in <i>Section III Evaluation and Qualification Criteria</i> , without material deviations, reservations or omissions.
Clause 2.2	(a) The Bidder shall provide documentary evidence establishing the Bidder's qualifications using the relevant forms in Section IV Bidding Forms; and; (b) The Bidders shall meet the Qualification Criteria specified in Section III Evaluation and Qualification <i>Criteria</i> without material deviations, reservations or omissions.
Clause 2.3 (e)	Replace "agreement" with "duly signed and sealed joint venture agreement"
Clause 2.3 (d)	The Form of Tender must be duly filled, signed and stamped. The person signing must have written authority in the form of <b>Power of Attorney</b> .
Clause 3.2	The price to be charged for the hard copy tender document shall be <b>NIL</b> or available free as download from our website.  Bidders who download the documents from the website are required to immediately inform the Employer of their wish to submit their bids. The bidder shall provide the following information:  <div style="margin-left: 40px;">                     (a) Name of Bidder                      (b) Name of contact person                      (c) Telephone contact                      (d) Email address                 </div>
<b>B: TENDER DOCUMENTS</b>	
Clause 5.1 (f)	Statement of Foreign Currency Requirements: <b>Not Applicable</b>
Clause 7.2	Communication of all addendums and any clarifications will also be done through local daily newspapers, email, and the information uploaded on the State Department's website ( <a href="http://www.housingandurban.go.ke">www.housingandurban.go.ke</a> ) as appropriate.
<b>C: PREPARATION OF TENDERS</b>	
Clause 8.1	The language to be used in tendering shall be <b>English</b>
Clause 10.2	The bidders should include <b>all Government taxes and shall be in the Main Summary</b> .
Clause 12.1	The Tender validity period shall be <b>180 days</b> from the specified date of tender opening or from the extended date of tender opening whichever is the later.
Clause 13.1	The tender security shall be of an amount of <b>Kenya Shillings 190,000.00</b>

Clause 13.3	The tender security validity period shall be <b>180 days</b> from date of tender opening.
Clause 13.3	Alternative offers shall not be allowed and any such bid shall be disqualified.
Clause 15.1	The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility.
Clause 15.2(b)	The Bidders are required to read carefully the content of the tender documents and ensure the request for clarifications about the documents and the work site within the stipulated timelines.
Clause 16.2	All pages of the bid shall be serialized and initialed by the authorized representative.
<b>D: SUBMISSION OF TENDERS</b>	
Clause 17.1	<b>Tenders will be submitted in Hard Copy. ( One Original and One Copy.)</b>
Clause 17.2	<b>Attention:</b> The Principal Secretary State Department for Housing and Urban Development; Ministry of Transport, Infrastructure, Housing, Urban Development and Public Works Address: <b>Ardhi house 1<sup>st</sup> Avenue Ngong Road</b> Floor/Room number: <b>6<sup>th</sup> Floor, Tender Box</b> Email: <a href="mailto:procurementhousingandurban@gmail.com">procurementhousingandurban@gmail.com</a>
Clause 18.1	The deadline for bid submission is: <b>19<sup>th</sup> April, 2021</b>
<b>E: TENDER OPENING AND EVALUATION</b>	
Clause 20.3	In the event of a discrepancy between the tender amount in words and amount in figures as stated in the Form of Tender the amount in words <b>shall prevail</b> .
Clause 23.3 and 26.5	Bids should conform to the requirement of these clauses.
Clause 24	Where there will be a material difference between the evaluated price after correction of errors pursuant to ITT 24 and the tender sum in the Form of Tender, the error shall be declared as major deviation, reservation or omission and the tender disqualified as non-responsive pursuant to Section 79 of the Public Procurement and Asset Disposal Act 2015.
Clause 25.1	All prices shall be quoted in <b>Kenya Shillings</b> .
Clause 26.2	This clause shall apply as read together with Clause 24.
Clause 26.6	Only <b>Citizen Contractors</b> are eligible to bid.
Clause 26.11	Poor past performance shall be a factor in the evaluation of bids, as provided for in <b>Section III Evaluation and Qualification Criteria</b> .
<b>F: AWARD OF CONTRACT</b>	
Clause 29.1	The Performance Security shall be at least <b>5% (Five percent)</b> of the contract amount.
Clause 29.2	The Performance Security shall be an unconditional Bank Guarantee in the required format and issued by a reputable Bank in Kenya; and furnished by the successful Bidder prior to signing the contract.

Clause 30	Advance payment may be approved at the Employer discretion, at 20% of the contract sum. Advance payment shall be paid against an unconditional bank guarantee of an equivalent amount issued by a bank in Kenya.
Clause 31.1	All tenderers shall fill and sign a declaration that they have not and will not be involved in corrupt or fraudulent practices.

## SECTION III: EVALUATION AND QUALIFICATION CRITERIA

### 1. SECTION III: EVALUATION AND QUALIFICATION CRITERIA

This section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders through post-qualification. No other factors, methods or criteria shall be used other than specified in this tender document. The Bidder shall provide all the information requested in the forms included in *Section IV Bidding Forms*. After tender opening, the tenders will be evaluated in the following stages:

- 1) **Preliminary Examination of Bids;**
- 2) **Technical Evaluation of Bids**
- 3) **Commercial Evaluation of Bids**
- 4) **Recommendation for Award.**

#### STAGE 1: PRELIMINARY EXAMINATION OF BIDS

The Bidder shall provide the documentary evidence by submitting the required forms and documents as specified in *Section IV Bidding Forms*.

In accordance to ITT Clause 2.1, Bidders shall be required to meet the following eligibility criteria without material deviations, reservations or omissions, otherwise the bid shall be assessed as non-responsive to the requirements of the tender documents and not considered for further evaluation.

No	Requirements	Tenderer's Response
MR 1	Provide copy of the company's Certificate of Incorporation or registration certificate (Legal structure)	
MR 2	Provide copy of current CR 12 for Incorporated Firms to confirm that the firm is a local contractor (Dated within the last twelve months)	
MR 3	Provide copy of the company's <b>current</b> Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up to the date of tender opening. & copy of E-PIN certificate with both VAT and Income Tax obligations	
MR 4	Provide documentary evidence of liquid assets and/or availability of credit facilities of a value of at least <b>Kshs. 10,000,000 (Kenya Shillings Ten Million)</b> . (Attach copies of certified bank statements for the last six months upto February 2021 <b>OR</b> letter of credit line from a financial institution registered by Central Bank of Kenya for this specific project. (The documents so provided may be verified for authenticity).	
MR 5	Provide copy of valid registration by National Construction Authority as an Building Works Contractor Category NCA 7 and above.	
MR 6	Provide Copy of valid practicing Licence by National Construction Authority as a Building Works Contractor Category NCA 7 and above.	
MR 7	Provide Tender Security in the amount and valid as specified in the Appendix to ITT	
MR 8	Provide copy of valid Business Permit in the County of operation.	
MR 9	Provide Power of Attorney Commissioned by Commissioner of Oath Indicating the Authorized signatory for the documents of the bidder	
MR 10	Provide dully filled Standard Forms. (Form of Tender, Tender Questionnaire, Declaration Form and Confidential Business Questionnaire.)	
MR 11	Proof of Completion of previous contracts with State Department for Housing and Urban Development. ( <b>contractors with delayed works with SDHUD due to Non-performance will not be recommended.</b> )	



## STAGE 2: TECHNICAL EVALUATION OF BIDS

- (a) This stage shall involve the technical evaluation of the bid to determine its compliance to the tender requirements and that the bidder is qualified with capacity and resources to perform the contract.
- (b) If a Bid is not substantially responsive to the requirements of the tender documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- (c) First, the **bids** shall first be examined to determine the consistence of the **Technical Proposal** regarding site organization, a statement of work methods, mobilization schedule, construction schedule, contractor's equipment, proposed key personnel, resume of key personnel, details of subcontractors, and any other information as stipulated in *Section IV Bidding Forms*.

	Evaluation Attribute	Weighting Score	Max Score
<b>T1</b>	Number of years in the business of building construction <b>(a copy of certificate of incorporation or registration to be provided for verification)</b> .	Each active year of registration will earn <b>1 mark</b> to a maximum of 4 years	<b>4</b>
<b>T2</b>	Provide a list of at least three (3) <b>clients</b> to which the company has undertaken building construction works each valued at <b>KShs. 5,000,000.00</b> and above in the last <b>5 years</b> . The Employer may undertake due diligence on the list. <b>Note:</b> Bidder to provide copies of contracts and completion certificates as proof of having undertaken the works.	Each reference client will earn <b>10 marks</b> to a maximum of 3 clients	<b>30</b>
<b>T3</b>	Provide a list of at least <b>Three (3) Qualified Technical Staff</b> in the company relevant to the building construction industry. For any of the personnel provided to qualify, the following requirements <b>MUST</b> be met: <ul style="list-style-type: none"> <li>a. As a minimum, the academic qualifications of each of the personnel <b>MUST</b> be a degree for a project manager and a diploma for a site agent and foreman from a recognized institution in any of the following fields; <ul style="list-style-type: none"> <li>i. Civil and/or Structural Engineering</li> <li>ii. Electrical and/or Mechanical Engineering</li> <li>iii. Quantity Surveying</li> <li>iv. Architecture</li> <li>v. Construction Management</li> <li>vi. Building Technology</li> <li>vii. Any other building construction related Field</li> </ul> </li> <li>b. Technical personnel to be provided:</li> </ul>	Each <b>Qualified Technical Staff</b> will earn 10 marks to a maximum of 3 Number of <b>Qualified Technical Staff</b> .	<b>30</b>

	<p>i). Project Manager;</p> <p>ii). Site Agent;</p> <p>iii). Foreman</p> <p>c. All technical staff provided <b>MUST</b> have as a minimum</p> <p>2 years' post college experience in building construction. Each personnel <b>MUST</b> indicate the firms he/she has worked in since graduation.</p> <p>d. Copies of academic certificates <b>MUST</b> be provided.</p> <p>e. The role of each technical staff should be indicated</p>		
<b>T4</b>	Provide list of key equipment owned or leased by the company that will be used in the execution of the works. ( <b>Current Leases/Log Books.</b> )	Each relevant equipment will earn 4 marks up to a maximum of 20 marks	<b>20</b>
<b>T5</b>	Provide a Detailed Mobilization plan & Detailed Construction Schedule. This should be clear and demonstrate/Indicate for each activity for period not exceeding Twenty Four Weeks.	Detailed Construction Schedule and Mobilization plan	<b>6</b>
<b>T6</b>	Audited Financial Statements for the last three consecutive years (2018 to 2020) certified by a certified auditor. The evaluation committee will consider annual turnover	Audited Financial Statements for the Last Three Years.	<b>10</b>
	<b>Total</b>		<b>100</b>

**NOTE:** Any bidder who scores **70% points** and above in the Technical Evaluation stage shall be considered for financial evaluation

### **STAGE 3: FINANCIAL EVALUATION OF BIDS**

1. Bids that pass the Technical Evaluation shall be subjected to the Financial Evaluation with the lowest evaluated bidder being recommended for award. Bids will also be checked for arithmetic checks but the award will be the amount as read out during tender opening as per the tender form.

#### **TAGE 4: RECOMMENDATION FOR AWARD**

The purpose of this stage will be to determine the successful bidder using the following procedure:

- (a) The Bidders shall be ranked from lowest to the highest evaluated price, and the bidder with the lowest evaluated price identified.
- (b) The lowest evaluated bidder shall be subjected to **due diligence** based on the documents submitted.
- (c) If the lowest evaluated bidder fails after the conduct of due diligence, a report shall be prepared to that effect and the bid rejected as non-responsive.
- (d) In that event, the second lowest bidder shall be subjected to the due diligence based on the forms submitted under *Section IV Bidding Forms* and tender documents.
- (e) The Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the tender documents, provided further that the Bidder is determined to be eligibility and qualified to perform the contract shall be recommended for award of contract.
- (f) Where for any reasons the lowest bidder recommended for award of contract declines in writing to accept the award or fails to furnish the required performance security within the given timelines; the award shall be revoked and the next ranked bidder shall be recommended for award of the contract.
- (g) The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Employer's action.

### SECTION III CONDITIONS OF CONTRACT

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## CONDITIONS OF CONTRACT

### 1. Definitions

1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

**“Bill of Quantities”** means the priced and completed Bill of Quantities forming part of the tender.

**“Compensation Events”** are those defined in Clause 24 hereunder.

**“The Completion Date”** means the date of completion of the Works as certified by the Project Manager, in accordance with Clause 31.

**“The Contract”** means the agreement entered into between the Employer and the Contractor as recorded in the Agreement Form and signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein to execute, complete, and maintain the Works,

**“The Contractor”** refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

**“The Contractor’s Tender”** is the completed tendering document submitted by the Contractor to the Employer.

**“The Contract Price”** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**“Days”** are calendar days; **“Months”** are calendar months.

**“A Defect”** is any part of the Works not completed in accordance with the Contract.

**“The Defects Liability Certificate”** is the certificate issued by Project Manager upon correction of defects by the Contractor.

**“The Defects Liability Period”** is the period named in the Contract Data and calculated from the Completion Date.

**“Drawings”** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

**“Dayworks”** are Work inputs subject to payment on a time basis for labour and the associated materials and plant.

**“Employer”**, or the **“Procuring entity”** as defined in the Public Procurement Regulations (i.e. Central or Local Government administration, Universities, Public Institutions and Corporations, etc) is the party who employs the Contractor to carry out the Works.

**“Equipment”** is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

**“The Intended Completion Date”** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

**“Materials”** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

**“Plant”** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

**“Project Manager”** is the person named in the Appendix to Conditions of Contract (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract and shall be an “Architect” or a “Quantity Surveyor” registered under the Architects and Quantity Surveyors Act Cap 525 or an “Engineer” registered under Engineers Registration Act Cap 530.

**“Site”** is the area defined as such in the Appendix to Condition of Contract.

**“Site Investigation Reports”** are those reports that may be included in the tendering documents which are factual and interpretative about the surface and subsurface conditions at the Site.

**“Specifications”** means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

**“Start Date”** is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with the Site possession date(s).

**“A Subcontractor”** is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

**“Temporary works”** are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

**“A Variation”** is an instruction given by the Project Manager which varies the Works.

**“The Works”** are what the Contract requires the Contractor to construct, install, and turnover to the Employer, as defined in the Appendix to Conditions of Contract.

## 2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning in English Language unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.

2.2 If sectional completion is specified in the Appendix to Conditions of Contract, reference in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date apply to any section of the Works (other than references to the Intended Completion Date for the whole of the Works).

2.3 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Notification of Award
- (2) Letter of Acceptance,
- (3) Contract Agreement,
- (4) Contractor's Tender,
- (5) Appendix to Conditions of Contract,
- (6) Conditions of Contract,
- (7) Specifications,
- (8) Drawings,
- (9) Bill of Quantities,
- (10) Any other documents listed in the Appendix to Conditions of Contract as forming part of the Contract.

Immediately after the execution of the Contract, the Project Manager shall furnish both the Employer and the Contractor with two copies each of all the Contract documents. Further, as and when necessary the Project Manager shall furnish the Contractor [always with a copy to the Employer] with three [3] copies of such further drawings or details or descriptive schedules as are reasonably necessary either to explain or amplify the Contract drawings or to enable the Contractor to carry out and complete the Works in accordance with these Conditions.



### **3. Language and Law**

- 3.1 Language of the Contract and the law governing the Contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **4 Project Manager's Decisions**

- 4.1 Except where otherwise specifically stated, the Project Manager will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

### **5 Delegation**

- 5.1 The Project Manager may delegate any of his duties and responsibilities to others after notifying the Contractor.

### **6 Communications**

- 6.1 Communication between parties shall be effective only when in writing. A notice shall be effective only when it is delivered.

### **7 Subcontracting**

- 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

### **8 Other Contractors**

- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities etc. as listed in the Appendix to Conditions of Contract and also with the Employer, as per the directions of the Project Manager. The Contractor shall also provide facilities and services for them. The Employer may modify the said List of Other Contractors etc., and shall notify the Contractor of any such modification.

### **9 Personnel**

- 9.1 The Contractor shall employ the key personnel named in the Qualification Information, to carry out the functions stated in the said Information or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Qualification Information. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Work in the Contract.

## **10 Works**

- 10.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

## **11 Safety and Temporary Works**

- 11.1 The Contractor shall be responsible for the design of temporary works. However before erecting the same, he shall submit his designs including specifications and drawings to the Project Manager and to any other relevant third parties for their approval. No erection of temporary works shall be done until such approvals are obtained.
- 11.2 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary works and all drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before they can be used.
- 11.3 The Contractor shall be responsible for the safety of all activities on the Site.

## **12. Discoveries**

- 12.1 Anything of historical or other interest or of significant value unexpectedly discovered on Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

## **13. Work Program**

- 13.1 Within the time stated in the Appendix to Conditions of Contract, the Contractor shall submit to the Project Manager for approval a program showing the general methods, arrangements, order, and timing for all the activities in the Works. An update of the program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Work, including any changes to the sequence of the activities.

The Contractor shall submit to the Project Manager for approval an updated program at intervals no longer than the period stated in the Appendix to Conditions of Contract. If the Contractor does not submit an updated program within this period, the Project Manager may withhold the amount stated in the said Appendix from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted. The Project Manager's approval of the program shall not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Project Manager again at any time. A revised program shall show the effect of Variations and Compensation Events.

## **14. Possession of Site**

- 14.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Appendix to Conditions of Contract, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.

## **15. Access to Site**

- 15.1 The Contractor shall allow the Project Manager and any other person authorized by the Project Manager, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

## **16. Instructions**

- 16.1 The Contractor shall carry out all instructions of the Project Manager which are in accordance with the Contract.

## **17. Extension or Acceleration of Completion Date**

- 17.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Work, which would cause the Contractor to incur additional cost. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager in writing for a decision upon the effect of a Compensation Event or variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay caused by such failure shall not be considered in assessing the new (extended) Completion Date.
- 17.2 No bonus for early completion of the Works shall be paid to the Contractor by the Employer.

## **18. Management Meetings**

- 18.1 A Contract management meeting shall be held monthly and attended by the Project Manager and the Contractor. Its business shall be to review the plans for the remaining Work and to deal with matters raised in accordance with the early warning procedure. The Project Manager shall record the minutes of management meetings and provide copies of the same to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

## **19. Early Warning**

- 19.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the Work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 19.2 The Contractor shall cooperate with the Project Manager in making and considering proposals on how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the Work and in carrying out any resulting instructions of the Project Manager.

## **20. Defects**

- 20.1 The Project Manager shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a defect and to uncover and test any Work that the Project Manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor, However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 20.2 The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
- 20.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Project Manager's notice. If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

## **21. Bills of Quantities**

- 21.1 The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rate in the Bills of Quantities for each item.
- 21.2 If the final quantity of the Work done differs from the quantity in the Bills of Quantities for the particular item by more than 25 percent and provided the change exceeds 1 percent of the Initial Contract price, the Project Manager shall adjust the rate to allow for the change.

- 21.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bills of Quantities.

## **22. Variations**

- 22.1 All variations shall be included in updated programs produced by the Contractor.
- 22.2 The Contractor shall provide the Project Manager with a quotation for carrying out the variations when requested to do so. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period as may be stated by the Project Manager and before the Variation is ordered.
- 22.3 If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause 21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 22.4 If the Contractor's quotation is unreasonable, the Project Manager may order the variation and make a change to the Contract price, which shall be based on the Project Manager's own forecast of the effects of the variation on the Contractor's costs.
- 22.5 If the Project Manager decides that the urgency of varying the Work would prevent a quotation being given and considered without delaying the Work, no quotation shall be given and the variation shall be treated as a Compensation Event.
- 22.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 22.7 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

## **23. Payment Certificates, Currency of Payments and Advance Payments**

- 23.1 The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.
- 23.2 The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed, materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value.

Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.

- 23.3 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each certificate. If the Employer makes a late payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.
- 23.4 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 23.5 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 23.6 The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Project Manager shall be notified promptly by the Contractor of any changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.
- 23.7 In the event that an advance payment is granted, the following shall apply:-
- a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 20% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.
  - b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.
  - c) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing

to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.

The amount to be repaid by way of successive deductions shall be calculated by means of the formula:

$$R = \frac{A(x^1 - x^{11})}{80 - 20}$$

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

X<sup>1</sup> = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.

X<sup>11</sup> = the amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80% but not less than 20%.

- d) with each reimbursement the counterpart of the directly liable guarantee may be reduced accordingly.

## 24. Compensation Events

24.1 The following issues shall constitute Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Appendix to Conditions of Contract.
- (b) The Employer modifies the List of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site investigation reports),

from information available publicly and from a visual inspection of the Site.

- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The effects on the Contractor of any of the Employer's risks.
- (j) The Project Manager unreasonably delays issuing a Certificate of Completion.
- (k) Other compensation events described in the Contract or determined by the Project Manager shall apply.

24.2 If a compensation event would cause additional cost or would prevent the Work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

24.3 As soon as information demonstrating the effect of each compensation event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.

24.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having co-operated with the Project Manager.

24.5 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Appendix to Conditions of Contract.

24.6 The Contractor shall give written notice to the Project Manager of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter.

Provided always that should the event giving rise to the claim of continuing effect, the Contractor shall submit an interim claim within the said thirty days and a final claim within thirty days of the end of the event giving rise to the claim.



## 25. Price Adjustment

- 25.1 The Project Manager shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.
- 25.2 The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by express provisions in the Contract Bills of Quantities or Specifications) for permanent incorporation in the Works. Unless otherwise stated in the Contract, if at any time during the period of the Contract exchange rates shall be varied and this shall affect the cost to the Contractor of such materials, then the Project Manager shall assess the net difference in the cost of such materials. Any amount from time to time so assessed shall be added to or deducted from the Contract Price, as the case may be.
- 25.3 Unless otherwise stated in the Contract, the Contract Price shall be deemed to have been calculated in the manner set out below and in sub-clauses 25.4 and 25.5 and shall be subject to adjustment in the events specified thereunder;
- (i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.
  - (ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.
  - (iii) No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.
- 25.4 The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the basic prices of materials to be permanently incorporated in the Works as determined by the J.B.C. and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.

- 25.5 Upon the J.B.C. determining that any of the said basic prices are increased or decreased then the Contract Price shall be increased or decreased by the amount to be assessed by the Project Manager based upon the difference between the price set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of the relevant materials which have not been taken into account in arriving at the amount of any interim certificate under clause 23 of these Conditions issued before the date of publication of such increase or decrease.
- 25.6 No adjustment shall be made in respect of changes in basic prices of materials which occur after the date for Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.
- 25.7 The provisions of sub-clause 25.1 to 25.2 herein shall not apply in respect of any materials included in the schedule of basic rates.

## **26. Retention**

- 26.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Appendix to Conditions of Contract until Completion of the whole of the Works. On Completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the remaining half when the Defects Liability Period has passed and the Project Manager has certified that all defects notified to the Contractor before the end of this period have been corrected.

## **27. Liquidated Damages**

- 27.1 The Contractor shall pay liquidated damages to the Employer at the rate stated in the Appendix to Conditions of Contract for each day that the actual Completion Date is later than the Intended Completion Date. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not alter the Contractor's liabilities.
- 27.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rate specified in Clause 23.30

## **28. Securities**

- 28.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a reputable bank acceptable to the Employer, and denominated in Kenya Shillings. The Performance Security shall be valid until a date 30 days beyond the date of issue of the Certificate of Completion.

## **29. Dayworks**

- 29.1 If applicable, the Dayworks rates in the Contractor's tender shall be used for small additional amounts of Work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 29.2 All work to be paid for as Dayworks shall be recorded by the Contractor on Forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the Work being done.
- 29.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

## **30. Liability and Insurance**

- 30.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer's risks:
- (a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials and Equipment), which are due to;
    - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
    - (ii) negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
  - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.
- 30.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer's risk except loss or damage due to;
- (a) a defect which existed on or before the Completion Date.
  - (b) an event occurring before the Completion Date, which was not itself the Employer's risk
  - (c) the activities of the Contractor on the Site after the Completion Date.
- 30.3 From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risk are Contractor's risks.

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Appendix to Conditions of Contract for the following events;

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and
- (d) personal injury or death.

- 30.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.
- 30.5 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 30.6 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

### **31. Completion and taking over**

- 31.1 Upon deciding that the Works are complete, the Contractor shall issue a written request to the Project Manager to issue a Certificate of Completion of the Works. The Employer shall take over the Site and the Works within seven [7] days of the Project Manager's issuing a Certificate of Completion.

### **32. Final Account**

- 32.1 The Contractor shall issue the Project Manager with a detailed account of the total amount that the Contractor considers payable to him by the Employer under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a Payment Certificate. The Employer shall pay the Contractor the amount due in the Final Certificate within 60 days.

### **33. Termination**

- 33.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;
- (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Project Manager;
  - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
  - (c) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate) of issue.
  - (e) the Project Manager gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
  - (f) the Contractor does not maintain a security, which is required.
- 33.2 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Clause 33.1 above, the Project Manager shall decide whether the breach is fundamental or not.
- 33.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 33.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

### **34. Payment Upon Termination**

- 34.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the Work done and materials ordered and delivered to Site up to the date of the issue of the certificate. Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor.
- 34.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the Work done, materials ordered, the

reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works.

34.3 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on the Site, plant, equipment and temporary works.

34.4 The Contractor shall, during the execution or after the completion of the Works under this clause remove from the Site as and when required, within such reasonable time as the Project Manager may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to or hired by him, and in default the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

Until after completion of the Works under this clause the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Project Manager shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

### **35. Release from Performance**

35.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop Work as quickly as possible after receiving this certificate and shall be paid for all Work carried out before receiving it.

### **36. Corrupt gifts and payments of commission**

The Contractor shall not;

(a) Offer or give or agree to give to any person in the service of the

Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Employer.

(b) Enter into this or any other contract with the Employer in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement Regulations issued under The Exchequer and Audit Act Cap 412 of the Laws of Kenya.

### **37. Settlement of Disputes**

37.1 In case any dispute or difference shall arise between the Employer or the Project Manager on his behalf and the Contractor, either during the progress or after the completion or termination of the Works, such dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman or Vice Chairman of any of the following professional institutions;

- (i) Architectural Association of Kenya
- (ii) Institute of Quantity Surveyors of Kenya
- (iii) Association of Consulting Engineers of Kenya
- (iv) Chartered Institute of Arbitrators (Kenya Branch)
- (v) Institution of Engineers of Kenya

On the request of the applying party. The institution written to first by the aggrieved party shall take precedence over all other institutions.

37.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

37.3 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

37.4 Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference amicably with or without the assistance of third parties. Proof of such attempt shall be required.

- 37.5 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:
- 37.5.1 The appointment of a replacement Project Manager upon the said person ceasing to act.
  - 37.5.2 Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
  - 37.5.3 Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
  - 37.5.4 Any dispute or difference arising in respect of war risks or war damage.
- 37.6 All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.
- 37.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 37.8 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 37.9 The award of such Arbitrator shall be final and binding upon the parties.



## SECTION IV – APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS: **THE PRINCIPAL SECRETARY, STATE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Address: **P.O. BOX 30119 -00100 NAIROBI.**

Name of Authorized Representative:

Name: **DIRECTOR ESTATE MANAGEMENT DEPARTMENT.**

The Project Manager is;

Name: **DIRECTOR ESTATE MANAGEMENT DEPARTMENT.**

Address: **P.O. BOX 301300-00100 NAIROBI**

The name (and identification number) of the Contract is **PROPOSED REROOFING AND REDECORATION OF CRESENT HOUSE**

**The Works consist of: REROOFING, REFURBISHMENT AND REDECORATION OF OFFICES AND PORTIONING OF OFFICES**

The Start Date shall be **AGREED WITH THE PROJECT MANAGER**

The Intended Completion Date for the whole of the Works shall be **24 (Twenty Four) WEEKS FROM DATE OF POSSESSION**

The following documents also form part of the Contract:

**BILLS OF QUANTITIES, CONTRACT DRAWINGS AND ANY OTHER AUTHORIZED DRAWINGS WHICH MAY BE USED**

The Contractor shall submit a revised program for the Works within SEVEN (7) days of delivery of the Letter of Acceptance.

The Site Possession Date shall be **AGREED WITH THE PROJECT MANAGER**

The Site is located at the Crescent House along Mokdatah Street in **Nairobi City County** and is defined in drawings no.

**CONTRACT DRAWINGS**

The Defects Liability period is **180** days.

Other Contractors, utilities etc., to be engaged by the Employer on the Site Include those for the execution of;  
**NONE**

The minimum insurance covers shall be;

1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor’s faulty design is; **N/A**
2. The minimum cover for loss or damage to Equipment is; .....
3. The minimum for insurance of other property is; **Kshs** .....
4. The minimum cover for personal injury or death insurance
  - For the Contractor’s employees is; **Kshs** .....
  - And for other people is; **Kshs** .....

The following events shall also be Compensation Events:  
**NONE (ONLY AS LISTED IN CLAUSE 24 OF THE CONDITIONS OF CONTRACT**

The period between Program updates is **14** days.

The amount to be withheld for late submission of an updated Program is; **FULL CERTIFICATE**

The proportion of payments retained is **10%** percent to limit of **5%** of contract sum.

The Price Adjustment Clause **SHALL NOT** apply

The liquidated damages for the whole of the Works is Kshs. .... (per week) The **Performance Security** shall be **5 percent (%)** of the Contract

Price. The Completion Period for the Works is **18 WEEKS**.

The rate of exchange for calculation of foreign currency payments is **not applicable**

The schedule of basic rates used in pricing by the contractor is as attached [contractor to attach].

Advance payment **MAY BE** GRANTED AT THE DESRETION OF THE CLIENT TO A LIMIT OF 20% OF CONTRACT SUM SECURED A BANK GUARANTEE FROM A REPUTABLE BANK.

## **SECTION V - DRAWINGS**

1. Architectural drawings
2. Structural drawings
3. Electrical and mechanical drawings

## **SECTION VI – STANDARD FORMS**

- (i) Form of Invitation for Tenders
- (ii) Form of Tender
- (iii) Letter of Notification of Award
- (iv) Letter of Acceptance
- (v) Form of Contract Agreement
- (vi) Form of Tender Security
- (vii) Performance Bank Guarantee
- (viii) Bank Guarantee for Advance Payment
- (ix) Qualification Information
  - Tender Questionnaire
  - Confidential Business Questionnaire
  - Statement of Foreign currency requirement
- (x) Details of subcontractors
- (xi) Technical proposal forms
  - Site organization
  - Method statement
  - Mobilization Schedule
  - Construction Schedule
- (xii) Contractor's Equipment Form
- (xiii) Contractor's Personnel Form

## FORM OF INVITATION FOR TENDERS

\_\_\_\_\_ [date]

To: \_\_\_\_\_ [name of Contractor]

\_\_\_\_\_ [address]

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs:

Reference: \_\_\_\_\_ [Contract Name]

You have been prequalified to tender for the above project.

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

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

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

Upon payment of a non-refundable fee of Kshs \_\_\_\_\_

All tenders must be accompanied by \_\_\_\_\_ number of copies of the same and a

security in the form and amount specified in the tendering documents, and must be delivered to

\_\_\_\_\_ [address and location]

at or before \_\_\_\_\_ (time and date). Tenders will be opened immediately

thereafter, in the presence of tenderers' representatives who choose to attend.

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

Yours faithfully,

\_\_\_\_\_ Authorised Signature

\_\_\_\_\_ Name and Title

**FORM OF TENDER**

TO: .....  
.....  
.....

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of **KENYA SHILLINGS**  
.....  
.....  
.....(Kshs.....)
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager’s notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until \_\_\_\_\_ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive. Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

duly authorized to sign tenders for and on behalf of  
\_\_\_\_\_ [Name of Employer]  
of \_\_\_\_\_ [Address of Employer]

Witness; Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_

\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties
3. within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
4. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

**SIGNED FOR ACCOUNTING OFFICER**

**LETTER OF ACCEPTANCE**

**[letterhead paper of the Employer]**

\_\_\_\_\_ [date]

To: \_\_\_\_\_  
[name of the Contractor]

\_\_\_\_\_  
[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated \_\_\_\_\_  
for the execution of \_\_\_\_\_  
[name of the Contract and identification number, as given in the Tender documents] for the  
Contract Price of Kshs. \_\_\_\_\_ [amount in figures][Kenya

Shillings \_\_\_\_\_ (amount in words) ] in accordance with the  
Instructions to Tenderers is hereby accepted.

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

Authorized Signature .....

Name and Title of Signatory .....

Attachment : Agreement



## FORM OF AGREEMENT

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
between \_\_\_\_\_ of [or whose registered

office is situated at] \_\_\_\_\_  
(hereinafter called “the Employer”) of the one part AND

\_\_\_\_\_ of [or whose registered  
office is situated at] \_\_\_\_\_  
(hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
  - (i) Letter of Acceptance
  - (ii) Form of Tender
  - (iii) Conditions of Contract Part I
  - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
  - (v) Specifications
  - (vi) Drawings
  - (vii) Priced Bills of Quantities
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

The common Seal of \_\_\_\_\_

Was hereunto affixed in the presence of \_\_\_\_\_

Signed Sealed, and Delivered by the said \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

In the presence of (i) Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

[ii] Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

**FORM OF TENDER SECURITY**

WHEREAS ..... (hereinafter called “the Tenderer”) has submitted his tender dated ..... for the construction of ..... (Name of Contract)

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

THE CONDITIONS of this obligation are:

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

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

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

\_\_\_\_\_ [Date [

\_\_\_\_\_ [signature of the Bank]

\_\_\_\_\_ [Witness]

\_\_\_\_\_ [Seal]

**PERFORMANCE BANK GUARANTEE**

To: \_\_\_\_\_(Name of Employer) \_\_\_\_\_(Date)  
\_\_\_\_\_ (Address of Employer)

Dear Sir,

WHEREAS \_\_\_\_\_(hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ (hereinafter called “the Works”);

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. \_\_\_\_\_ (amount of Guarantee in figures) Kenya Shillings \_\_\_\_\_ (amount of

Guarantee in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings \_\_\_\_\_ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

## BANK GUARANTEE FOR ADVANCE PAYMENT

To: \_\_\_\_\_ [name of Employer] \_\_\_\_\_ (Date)  
\_\_\_\_\_ [address of Employer]

Gentlemen,

Ref: \_\_\_\_\_ [name of Contract]

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, \_\_\_\_\_ [name and Address of Contractor] (hereinafter called "the Contractor") shall deposit with \_\_\_\_\_ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. \_\_\_\_\_ [amount of Guarantee in figures] Kenya Shillings \_\_\_\_\_ [amount of Guarantee in words].

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between \_\_\_\_\_ [name of Employer] and the

Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

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

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

Yours faithfully,

Signature and Seal \_\_\_\_\_

Name of the Bank or financial institution \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Witness: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**QUALIFICATION INFORMATION**

**TENDER QUESTIONNAIRE**

Please fill in block letters.

- 1. Full names of tenderer  
.....
- 2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)  
.....
- 3. Telephone number (s) of tenderer  
.....
- 4. Telex address of tenderer  
.....
- 5. Name of tenderer’s representative to be contacted on matters of the tender during the tender period  
.....
- 6. Details of tenderer’s nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex)  
.....  
.....

\_\_\_\_\_  
Signature of Tenderer

Make copy and deliver to: \_\_\_\_\_(Name of Employer)

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

Form. Part 1 – General

Business Name .....

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

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

Postal Address..... Tel No.....

Nature of Business.....

Current Trade License No..... Expiring date.....

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

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

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

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

\*Citizenship details .....

Part 2 (b) – Partnership

Give details of partners as follows:

	Name in full	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....

**Part 2(c) – Registered Company:**

Private or public.....



State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name in full . Nationality. Citizenship Details\*. Shares.

1.  
.....

2.  
.....

3.  
.....

4.  
.....

**Part 2(d) – Interest in the Firm:**

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

I certify that the information given above is correct.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

- Attach proof of citizenship

**STATEMENT OF FOREIGN CURRENCY REQUIREMENTS**

(See Clause 23] of the Conditions of Contract)

In the event of our Tender for the execution of \_\_\_\_\_  
\_\_\_\_\_ (name of Contract) being accepted, we would require  
in accordance with Clause 21 of the Conditions of Contract, which is attached  
hereto, the following percentage:

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

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

Currency in which foreign exchange element is required:

.....

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

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

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

\_\_\_\_\_  
(Signature of Tenderer)

**DETAILS OF SUB-CONTRACTORS**

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:.....

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

.....

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

.....

.....

(2) Portion of Works to sublet: .....

(i) Full name of sub-contractor  
and address of head office: .....

.....

.....

(ii) Sub-contractor's experience  
of similar works carried out  
in the last 3 years with  
contract value: .....

.....

\_\_\_\_\_  
[Signature of Tenderer)

\_\_\_\_\_  
Date

## CONTRACTOR'S EQUIPMENT

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in *Section III, Evaluation and Qualification Criteria*. A separate Form shall be prepared for each item of equipment listed. The Bidder shall provide all the information requested below, to the extent possible. The Bidder shall attach in annex the evidence of either ownership or lease of each of the listed key equipment.

Type 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

The following information shall be provided only for equipment not owned by the Bidder.

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

## CONTRACTOR'S PERSONNEL

Bidders should provide the names of suitably qualified key personnel to meet the specified requirements for each of the positions listed in *Section III Evaluation and Qualification Criteria*. The data on their experience should be supplied using the Form below for each personnel. The academic and professional certificates shall be attached in annex.

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name
6.	Title of position
	Name
etc.	Title of position
	Name

## CURRICULUM VITAE OF PROPOSED PERSONNEL

### Key Personnel

Name of Bidder

<b>Position [#1]:</b> <i>[title of position from Form 15]</i>											
<b>Personnel information</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"><b>Name:</b></td> <td style="width: 50%; padding: 5px;"><b>Date of birth:</b></td> </tr> <tr> <td style="padding: 5px;"><b>Address:</b></td> <td style="padding: 5px;"><b>E-mail:</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Professional qualifications:</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Academic qualifications:</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Language proficiency:</b><i>[language and levels of speaking, reading and writing skills]</i></td> </tr> </table>	<b>Name:</b>	<b>Date of birth:</b>	<b>Address:</b>	<b>E-mail:</b>	<b>Professional qualifications:</b>		<b>Academic qualifications:</b>		<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>	
<b>Name:</b>	<b>Date of birth:</b>										
<b>Address:</b>	<b>E-mail:</b>										
<b>Professional qualifications:</b>											
<b>Academic qualifications:</b>											
<b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i>											
<b>Details</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;"><b>Address of employer:</b></td> </tr> <tr> <td style="width: 50%; padding: 5px;"><b>Telephone:</b></td> <td style="width: 50%; padding: 5px;"><b>Contact (manager / personnel officer):</b></td> </tr> <tr> <td style="padding: 5px;"><b>Fax:</b></td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;"><b>Job title:</b></td> <td style="padding: 5px;"><b>Years with present employer:</b></td> </tr> </table>	<b>Address of employer:</b>		<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>	<b>Fax:</b>		<b>Job title:</b>	<b>Years with present employer:</b>		
<b>Address of employer:</b>											
<b>Telephone:</b>	<b>Contact (manager / personnel officer):</b>										
<b>Fax:</b>											
<b>Job title:</b>	<b>Years with present employer:</b>										

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

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

**Declaration:** I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained herein 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 Bid:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

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

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

Name of Key Personnel: *[insert name]*

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Bidder:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**PENDING LITIGATION AND ARBITRATION**

*[The Bidder shall provide details of all pending litigations and arbitrations using the following form]*

<b>Year</b>	<b>Other Party</b>	<b>Cause of Dispute</b>	<b>Amount involved (KES)</b>

I certify that the above information is correct.

.....

*Title*

.....

*Signature*

.....

*Date*



## FINANCIAL SITUATION

*{The Bidder shall fill completely the following form and attach to the bid the copies of audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions: (a) Must reflect the financial situation of the Bidder and not sister or parent companies; (b) Must be audited by a certified accountant; (c) Must be complete, including all notes to the financial statements; (d) Must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)}*

Bidder Name:  
Tender Number  
Tender Description:

Date: \_\_\_\_\_

Financial information in Kenya Shilling	Historic information for previous 5 years						
	Year 1	Year 2	Year 3	Year 4	Year 5	Avg.	Avg. Ratio
<b>Information from Balance Sheet</b>							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW=TA-TL)							
Current Assets (CA)							
Current Liabilities (CL)							
Working Capital (CA-CL)							
<b>Information from Income Statement</b>							
Total Revenue (TR)							
Profits Before Taxes (PBT)							
Profit After Taxes							

## FINANCIAL RESOURCES

The Bidder shall specify the 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* and attach documentary evidence of each source.

Bidder Name:  
Tender Number  
Tender Description:

Date: \_\_\_\_\_

No.	Source of financing	Amount (KShs)
1	Working Capital	
2	Credit Line	
3	Other financial resources	
Total available financial resources		

**AVERAGE ANNUAL TURNOVER**

Bidder Name:  
 Tender Number  
 Tender Description:

Date: \_\_\_\_\_

Annual turnover data (construction only)			
Year	Amount in Currency	Exchange Rate	Amount (KShs)
*Average Annual Construction Turnover			

\*Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in *Section III Evaluation and Qualification Criteria* divided by that same number of years.

## SCHEDULE OF ONGOING PROJECTS

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

Employer Contact Address	Description of Works	Total Value of Works (Kshs)	Value of Outstanding Work (Kshs)	Contract Period (Years)	Date of Commencement	Remaining Contract Period in months
<b>Total</b>						

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

.....  
(Title)

.....  
(Signature)

.....  
(Date)

## LIST OF COMPLETED WORKS

{The Bidder to list completed works carried out by the Bidder in the last **five** years}

Employer	Description of Works	Total Value of Works (KES)	Contract Period (Years)	Year Completed

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

.....  
(Title)

.....  
(Signature)

.....  
(Date)

\*Value in Kshs using Central Bank of Kenya mean exchange rate at a reference date 30 days before date of tender opening.

## CONTRACTOR'S GENERAL EXPERIENCE

Bidder Name:  
 Tender Number  
 Tender Description:

Date: \_\_\_\_\_

Starting Month / Year	Ending Month / Year	Year	Contract Identification
			Contract name: Contract Value: Brief Description of the Works performed by the Bidder: Name of Employer: Address: Telephone: Email:
			Contract name: Contract Value: Brief Description of the Works performed by the Bidder: Name of Employer: Address: Telephone: Email:
			Contract name: Contract Value: Brief Description of the Works performed by the Bidder: Name of Employer: Address: Telephone: Email:
			Contract name: Contract Value: Brief Description of the Works performed by the Bidder: Name of Employer: Address: Telephone: Email:
			Contract name: Contract Value: Brief Description of the Works performed by the Bidder: Name of Employer: Address: Telephone: Email:
			Contract name: Contract Value: Brief Description of the Works performed by the Bidder: Name of Employer: Address: Telephone: Email:
			Contract name: Contract Value: Brief Description of the Works performed by the Bidder: Name of Employer: Address: Telephone: Email:

## CONTRACTOR'S SPECIFIC EXPERIENCE

<b>Similar Contract Number: ___ [insert specific number] of ___ [insert total number of contracts required]</b>	<b>Information</b>		
<i>Contract Identification</i>			
<i>Award date</i> <i>Completion date</i>			
<b>Role in Contract</b>	<input type="checkbox"/> <b>Contractor</b>	<input type="checkbox"/> <b>Management Contractor</b>	<input type="checkbox"/> <b>Subcontractor</b>
<i>Total contract amount</i>			<i>KSHS</i>
<i>If partner in a JVCA or subcontractor, specify participation of total contract amount</i>	_____ %	_____	<i>KSHS</i>
<i>Employer's Name:</i>			
<i>Physical Address:</i>  <i>Telephone:</i> <i>E-mail:</i>			

## SUPPLEMENTARY DOCUMENTS

The Bidder shall provide certified copies of documents and information as annex to the bid:

**Annex 1: Certificate of Incorporation or Registration**

**Annex 2: CR 12 dated within the last 12 months from date of submission of bids**

**Annex 3: NCA Certificate**

**Annex 4: Value Added Tax Certificate**

**Annex 5: Tax Compliance Certificate**

**Annex 6: Valid Business Permit or Trade License**

**Annex 7: Copies of audited financial statements for the latest five years**

**Annex 8: Letter from a financial institution or other evidence of financial resources Annex**

**9: Contract Agreement or Purchase orders to meet general experience criteria Annex 10:**

**Contract Agreement or Purchase Orders to meet the specific experience criteria Annex 11:**

**Academic certificates for each of the proposed personnel**

**Annex 12: Professional certificates for each of the proposed personnel**

**Annex 13: Ownership or lease documents for each of the proposed equipment**

**Annex 14: Joint venture agreement or subcontracting agreement, where applicable.**

**Annex 15: Contact of the Bidder's bankers using the following form:**

Name of Bank	
Physical Address	
Telephone	
Email	
Bank Account Number	
Contact Person	



## **PREAMBLES AND PRICING NOTES**

### **A. GENERALLY**

All work to be carried out in accordance with the Ministry of Roads, Public Works and Housing General Specifications for Building Works issued in 1976 or as qualified or amended.

### **B. MANUFACTURERS' NAMES**

Where manufacturers' names and catalogue references are given for guidance to quality and standard only, alternative manufacturer of equal quality will be accepted at the discretion of the Project Manager.

### **C. WALLING**

All precast concrete blocks shall be manufactured by the methods and to the sizes specified in the Ministry of Roads, Public Works and Housing "Specification for Metric Sized Concrete Blocks for Building (1972)"

Walling of 100 mm thickness or under shall be reinforced with hoop iron every alternate course.

Prices for walling must allow for all costs in preparing, packing and sending sample blocks for testing as and when required by the Project Manager.

### **D. CARPENTRY**

The grading rules for cypress shall be the same as for podocarpus and all timber used for structural work shall be select (second grade).

All structural timber must conform to the minimum requirements for moisture content and preservative treatment and timber prices must allow for preparing, packing and sending samples for testing when required.

Prices must also include for all nails and fasteners

## **A. JOINERY**

Cypress for joinery shall be second grade in accordance with the latest grading rules of the Kenya Government.

Where Mahogany is specified, this refers to prime grade only. The Contractor may with the approval of the Project Manager, use either Msharagi or Mvuli in lieu of Mahogany but such approval will be given only in the case of shortages of the hardwoods specified.

Plugging shall be carried out by drilling walling or concrete with masonry drill and filling with propriety plugs of the correct sizes. Cutting with hammer and chisel will not be allowed.

Prices for joinery must include for pencil rounded arises, protection against damage, nails, screws, framing and bedding in cement mortar as required.

Sizes given for joinery items are nominal sizes and exact dimensions of doors, etc, must be ascertained on site.

## **B. IRONMONGERY**

Ironmongery shall be as specified in the Bills of Quantities or equal and approved.

Prices must include for removing and re-fixing during and after painting, labeling all keys, and for fixing to hardwood, softwood, concrete or blockwork.

Catalogue references given for ironmongery are for purposes of indicating quality and size of item(s). Should the Contractor wish to substitute the specified item(s) with others of equal quality, he must inform the Project Manager and obtain approval in writing.

## **C. STRUCTURAL STEELWORK**

All structural steelwork shall comply with the Ministry of Public Works "Structural Steelwork Specification (1973) and shall be executed by an approved Sub-contractor.

## **A. PLASTERWORK AND OTHER FINISHES**

All finishings shall be as described in the general specifications and in these Bills of Quantities.

Prices for pavings are to include for brushing concrete clean, wetting and coating with cement and sand grout 1:1.

Rates for glazed wall tiling are to include for a 12 mm cement and sand (1:4) backing screed unless otherwise specified in these Bills of Quantities.

## **B. GLAZING**

Where polished plate glass is specified, this refers to general glazing quality. Prices for glazing shall include for priming of rebates before placing putty. The Contractor will be responsible for replacing any

broken or scratched glass and handing over in perfect condition.

## **C. PAINTING**

All paint shall be 1<sup>st</sup> quality "Crown" or other equal and approved

Painting shall be applied in accordance with the manufacturers' instructions.

Prices for painting are to include for scaffolding, preparatory work, priming coats, protection of other works and for cleaning up on completion. Prices for painting on galvanized metal are to include for mordant solution as necessary.

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	<b>DESCRIPTION</b>	<b>AMOUNT</b>
A	<p><b>PARTICULAR PRELIMINARIES</b></p> <p><b>EMPLOYER</b> The Employer is the <b>Principal Secretary State Department for Housing and Urban Development</b> The term "Employer" and "Government" wherever used in the contract document shall be synonymous.</p> <p><b>PROJECT MANAGER</b></p> <p>The term "PM" wherever used in these Bills of Quantities shall be deemed to imply the project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the Government .</p> <p><b>ARCHITECT</b></p> <p>The term "Architect" shall be deemed to mean "The P.M " as defined above whose address unless otherwise notified is Estate Management Department , State Department of Housing and Urban Development, P.O. Box 30119 - 00100, NAIROBI.</p> <p><b>QUANTITY SURVEYOR</b></p> <p>The term "Quantity Surveyor" shall be deemed to mean "The P.M " as defined above whose address unless otherwise notified is Estate Management Department , State Department of Housing and Urban Development, P.O. Box 30119 - 00100, NAIROBI.</p> <p><b>ELECTRICAL ENGINEER</b></p> <p>The term "Electrical Engineer" shall be deemed to mean "The P.M " as defined above whose address unless otherwise notified is Estate Management Department , State Department of Housing and Urban Development, P.O. Box 30119 - 00100, NAIROBI.</p> <p><b>MECHANICAL ENGINEER</b></p> <p>The term "Mechanical Engineer" shall be deemed to mean "The P.M " as defined above whose address unless otherwise notified is Estate Management Department , State Department of Housing and Urban Development, P.O. Box 30119 - 00100, NAIROBI.</p> <p><b>STRUCTURAL ENGINEER</b></p> <p>The term "Structural Engineer" shall be deemed to mean "The P.M " as defined above whose address unless otherwise notified is Estate Management Department , State Department of Housing and Urban Development, P.O. Box 30119 - 00100, NAIROBI.</p>	
	<b>CARRIED TO COLLECTION</b>	

	<b>DESCRIPTION</b>	<b>AMOUNT</b>
	<p><b>NOTE-:RESPONSIBILITY</b></p> <p>A The responsibility for the details designs and performance of the building is to be borne by the contractor. All designs, details and specifications shall be approved by the Project Manager before they can be used.</p> <p><b>PRICING OF ITEMS OF PRELIMINARIES</b></p> <p>B Preliminaries to the contract are mandatory conditions and responsibilities the contractor is required to fulfill for the complete and proper execution of the contract. The contractor is advised to read and understand all his obligations under preliminaries. Should he find that fulfillment of any of the items will lead to him incurring any cost not covered under measured works he shall price such works accordingly otherwise failure to price any item will be construed to mean that the tenderer has included it in other priced items in the bills of quantities.</p> <p><b>SCOPE OF CONTRACT</b></p> <p>C The works to be carried out comprises Refurbishment of residential Housing units together with associated electrical, mechanical and civil works.</p> <p><b>DESCRIPTION OF THE WORKS</b></p> <p>D The works to be carried out under this contract involves; Refurbishment of residential Housing units and all associated Civil, Electrical &amp; Mechanical works. The structures are constructed of reinforced concrete framed structure infilled with natural stone walls, coloured roofing sheets, approved timber trusses, timber trusses, ceramic tiles, plaster and paint finishes with render externally.</p> <p><b>MEASUREMENTS</b></p> <p>E In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.</p> <p><b>LOCATION OF SITE</b></p> <p>F The site of the proposed works is at Government Housing Estates within the environs of Nairobi City County. The Contractor is advised to visit the site to familiarize himself with the nature and position of the site. No claims arising from the Contractor's failure to do so will be entertained.</p>	
	<b>CARRIED TO COLLECTION</b>	

	<b>DESCRIPTION</b>	<b>AMOUNT</b>
A	<p><b>CLEARING AWAY</b></p> <p>The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused works and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager.</p> <p>The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.</p> <p><b>CLAIMS</b></p> <p>B It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and/or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such claim or intent to claim notice to the PROJECT MANAGER in accordance with Clause 19 and 24 of the conditions of contract. No claims shall be entertained if the contractor has not complied with the said conditions.</p> <p><b>PAYMENTS</b></p> <p>C The tenderer's attention is drawn to the fact that the GOVERNMENT pays for work done and materials delivered to site: all in accordance with Clause 23 of the Conditions of Contract Agreement. In order to facilitate this, a list of the general component elements for the works is given at the summary page of these specifications and the tenderer is requested to break down his tender sum commensurate to the said elements.</p> <p><b>LABOUR CAMPS</b></p> <p>D The Contractor will not be allowed to house labour on site.</p> <p><b>FIRM PRICE CONTRACT</b></p> <p>E This is a firm price contract and, therefore the tenderer shall not be reimbursed for any increases in the costs of materials and/or labour in the execution of the works except as provided under the fluctuations clause.</p> <p><b>PRICING RATES</b></p> <p>F The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.</p>	
	<b>CARRIED TO COLLECTION</b>	

	<b>DESCRIPTION</b>	<b>AMOUNT</b>
A	<p><b>URGENCY OF THE WORKS</b></p> <p>The Contractor is notified that these “works are urgent” and should be completed within the period stated in these Particular Preliminaries.</p> <p>The Contractor should allow for any costs he may incur by having to complete the works within the stipulated contract period.</p> <p><b>PAYMENT FOR MATERIALS ON SITE</b></p> <p>All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.</p> <p><b>SIGN BOARD</b></p> <p>Allow for providing, erecting and maintaining throughout the course of the contract and afterwards clearing away a sign board in accordance with the State Department for Housing and urban Development, standard detail to be obtained from the PM.</p> <p><b>PRICING OF PRELIMINARIES</b></p> <p>The tenderer is required to price items covered in these preliminaries as items for which no price is entered will not be paid for but shall be deemed covered by other rates and prices in these Bills of Quantities.</p> <p><b>ADJOINING PROPERTY</b></p> <p>Take all necessary precautions to prevent damage to adjoining property. Any damage occurring must be made good to the satisfaction of the PM and/or owner(s) of the adjoining property at the contractor’s expense.</p> <p><b>USE OF SITE</b></p> <p>Do not use the site for any other purpose other than carrying out the works. Do not permit or display any advertisement without the consent of the PM</p> <p><b>QUALITY OF THE WORKS</b></p> <p>The works should be of high quality and the contractor will be required to make samples of the work to be executed for approval by the PM before he commences the carrying out of the works. The contractor should allow for sample works in his rates accordingly. In case a sample does not meet the standards set by the PM, the contractor shall be expected to make another sample at his cost until it is approved by the PM.</p>	
	<b>CARRIED TO COLLECTION</b>	

	<b>DESCRIPTION</b>	<b>AMOUNT</b>
A	<p><b>BID SECURITY</b></p> <p>The Bidder shall furnish, as part of his bid, a security as specified in the tender advertisement.</p> <p>The bid security shall, at the bidder's option, be in the form of a certified cheque, bank draft, standby letter of credit or guarantee from a reputable bank located in Kenya or foreign bank which has been determined by the bidder to be acceptable to the Government. The format of the bank guarantee shall be in accordance with the sample forms of bid security included in the post qualification forms, other formats may be permitted, subject to the prior approval of the Government. Letters of credit, bank</p> <p>Guarantees issued as surety for <b>the bid shall be valid for a period of One Hundred and Eighty (180) days from the date of Tender Opening.</b></p> <p><b>EXISTING SERVICES</b></p> <p>Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.</p> <p><b>TRAINING LEVY</b></p> <p>Legal notice No. 237 of October, 1971 requires payment by the contractor of a training levy of a quarter percent of the value of the contract where the contract value exceeds KShs. 50,000/=. The contractor will be required to furnish the Project Manager with a receipt showing that he has paid the required Training Levy to the Director of Industrial Training. In case the contractor fails to furnish the said receipt to the Project Manager, the Client will pay the amount to the Director of Industrial Training from monies due to the contractor.</p> <p><b>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</b></p> <p>The Contractor is notified that these works are to be carried out on a site where the Client is going on with other normal activities. The Contractor is instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site.</p> <p><b>PERFORMANCE BOND</b></p> <p>A bond of <b>10% of the contract sum</b> will be required in accordance with clause 6.5, award of contract of the Conditions of Contract. No payment will be made without the required performance security.</p>	
	<b>CARRIED TO COLLECTION</b>	



	<b>DESCRIPTION</b>	<b>AMOUNT</b>
A	<p><b>DELIVERY OF TENDER</b></p> <p>Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited in the tender box as specified in the advertisement and or letter of invitation to tender.</p> <p>Tenders will be opened at the time specified in the advertisement and/or letter of invitation to tender. Tenders arriving later than the specified time will not be considered.</p> <p><b>CORRECTION OF ERRORS IN TENDER</b></p> <p>B Arithmetical errors will be rectified on the following basis.</p> <p>If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price shall be corrected.</p> <p>If there is a discrepancy between words and figures, the amount in words will prevail.</p> <p><b>VIEWING OF DRAWINGS</b></p> <p>C Any tenderer interested in viewing the drawings related to this project before submission of the tenders may do so by contacting the Chief Architect, Directorate of Public Works, Head Office, Ngong Road, Nairobi.</p> <p><b>STANDARD FORMS</b></p> <p>D Any tender with standard forms not filled as appropriate will be treated as non-responsive.</p> <p><b>V.A.T DEDUCTIONS</b></p> <p>E The tenderer is advised that in accordance with Government public notice No. 35 &amp;36 Dated 11<sup>th</sup> September 2003 operational from 1<sup>st</sup> October 2003, withholding VAT will be levied against the contract sum by the Employer and remitted to the Commissioner of VAT through all interim certificates. It should however be noted that this is not additional tax but a new mode of payment of VAT, any excess payment will be refundable once the Contractor has submitted monthly returns to the Commissioner of VAT who will do the refunds when satisfied that the VAT regulations have been complied with.</p> <p><b>NB: The contractor should therefore include the tax within the rates. no VAT will be added at the Grand summary (GS/1)</b></p>	
	<b>CARRIED TO COLLECTION</b>	

	<b>DESCRIPTION</b>	<b>AMOUNT</b>
A	<p><b>TENDER VALIDITY</b></p> <p>"Clause 3.6 of the Instructions to Tenderers has been amended to read: <b>"Tenders shall remain valid for a period of Ninety (90) days from the date of Tender Opening and not Sixty (60) days.</b> All Tenderers are advised to note this amendment when filling the Form of Tender".</p>	
	<p><b>DOMESTIC SUB CONTRACTORS</b></p> <p>B Domestic sub contractors involved in the works must be registered with National Construction Authority (NCA) and proof of registrations must be provided when so required by the PM</p>	
	<p><b>NATIONAL CONSTRUCTION AUTHORITY (NCA) REGULATIONS</b></p> <p>C The Contractor's attention is drawn to the requirement that all the new projects must be registered with the National Construction Authority (NCA) before commencement of the project. The tenderer is to allow for any cost that they may be incurred in order to meet this requirement</p>	
	<p><b>NEMA EIA REGULATION</b></p> <p>D The contractor's attention is drawn to the NEMA requirement that all new projects must conduct an Environmental Impact and Assessment (EIA) by an EIA expert and a report provided at the commencement of the project. The tenderer is to allow for any cost that may be incurred in order to meet this requirement.</p>	
	<b>CARRIED TO COLLECTION</b>	

	<b>DESCRIPTION</b>	<b>AMOUNT</b>
	<p data-bbox="209 264 916 342"><b>PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT</b></p> <p data-bbox="209 398 1337 432">The following are the insertions to be made in the appendix to the Contract Agreement:</p> <p data-bbox="209 443 225 465">-</p> <p data-bbox="209 562 1142 595">Period of Final Measurement      3 Months From Practical completion</p> <p data-bbox="209 685 1123 719">Defects Liability Period      6 Months from practical completion</p> <p data-bbox="209 808 1139 842">Date for Possession      To be agreed with the Project Manager</p> <p data-bbox="209 931 1058 965">Date for Completion .....      8 Weeks from date of Possession</p> <p data-bbox="209 1014 1299 1048">Liquidated and Ascertained      At the rate of Kshs. 10, 000.00 per week or part thereof</p> <p data-bbox="209 1137 1042 1171">Prime Cost Sums for which the Contractor desires to tender NIL</p> <p data-bbox="209 1261 823 1294">Period of Interim Certificates      (30 Days)</p> <p data-bbox="209 1384 799 1417">Period of Honouring Certificates      30 days</p> <p data-bbox="209 1507 783 1541">Percentage of Certified Value Retained 10%</p> <p data-bbox="209 1630 584 1664">Limit of Retention Fund 5 %</p> <p data-bbox="209 1715 711 1749">Advance payment shall not be allowed</p>	
	<b>CARRIED TO COLLECTION</b>	

	<b>DESCRIPTION</b>	<b>AMOUNT</b>
	<p><b>MANDATORY PRE-TENDER SITE VISIT</b></p> <p>There will be a mandatory pre - tender site visit to be held on ..... Day of ..... 2020.</p> <p>Failure to attend this pretender site visit will lead to automatic disqualification of the tenderer</p> <p><b>contractors representative Name.....</b></p> <p><b>Signature..... Date.....</b></p> <p><b>Clients or Project manager's Representative.....</b></p> <p><b>Signature and stamp.....</b></p> <p><b>Date .....</b></p>	
	<b>CARRIED TO COLLECTION</b>	

	DESCRIPTION	AMOUNT
A	<p><b>GENERAL PRELIMINARIES</b></p> <p><b>PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES</b></p> <p>Preliminaries to the contract are mandatory conditions and responsibilities the contractor is required to fulfill for the complete and proper execution of the contract. The contractor is advised to read and understand all his obligations under preliminaries. Should he find that fulfillment of any of the items will lead to him incurring any cost not covered under measured works he shall price such works accordingly otherwise failure to price any item will be construed to mean that the tenderer has included it in other priced items in the bills of quantities.</p>	
B	<p><b>ABBREVIATIONS</b></p> <p>Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows;</p> <p>C.M.                      Shall mean cubic metre</p> <p>S.M.                      Shall mean square metre</p> <p>L.M.                      Shall mean linear metre</p> <p>mm                        Shall mean Millimetre</p> <p>KG                        Shall mean Kilogramme</p> <p>No.                        Shall mean Number</p> <p>PRS.                      Shall mean Pairs</p> <p>B.S.                      Shall mean the British Standard Specification published by the British Standards Institution, 2 park Street, London W.I.</p> <p>Ditto                      Shall mean the whole of the preceding description except as qualified in</p> <p>m.s.                      Shall mean measured separately.</p> <p>a.b.d                      Shall mean as before described.</p>	
	<b>CARRIED TO COLLECTION</b>	

	<b>DESCRIPTION</b>	<b>AMOUNT</b>
	<b>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</b>	
A	<p>Attendance Clause B19(a) of the Standard Method of Measurement is and the following clause is substituted:-</p> <p>Attendance on nominated Sub-Contractors shall be given as an item in and shall be deemed to include: allowing use of standing scaffolding, messrooms, sanitary conditions and welfare facilities; provision of special scaffolding where necessary, office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power: and removing and replacing duct covers, pipe casings and and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same.</p>	
B	<p><b>Fix Only:-</b></p> <p>"Fix Only" shall mean take delivery at nearest railway station (unless otherwise stated), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.</p>	
C	<p><b>EMPLOYER</b></p> <p>The Employer is the <b>Principal Secretary State Department for Housing and Urban Development</b></p> <p>The term "Employer" and "Government" wherever used in the contract document shall be synonymous.</p>	
D	<p><b>PROJECT MANAGER</b></p> <p>The term "PROJECT MANAGER" wherever used in these Bills of Quantities shall be deemed to imply the person defined in Condition 1 of the Conditions of Contract hereby attached or such person or persons as may be duly authorized to represent him on behalf of the Government.</p>	
E	<p><b>FORM OF CONTRACT</b></p> <p>The form of contract will be the one included in the Republic of Kenya Standard Tender Document for Procurement of Works (2006 Edition) hereby attached and Conditions of Contract are those attached thereto. If the Contractor considers that compliance with any of the Conditions of Contract involves any expenses distribute them among his rates for the various items in the Bills of Quantities. No claim shall be allowed arising from the Contractors compliance with <b>any</b> of the Conditions of Contract. These are numbered from 1 to 37 as set out on pages STD/20 to STD/40 of these tender documents. Particulars of the insertion to be made in the Appendix of the Appendix of the Contract Agreement will be found in the Particular Preliminaries of these Bills of Quantities.</p>	
	<b>CARRIED TO COLLECTION</b>	

	<b>DESCRIPTION</b>	<b>AMOUNT</b>
A	<p><b>PLANT, TOOLS AND VEHICLES</b></p> <p>Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described hereiin. No timber used for formwork, scaffolding or temporary works of any kind shall be used afterwards in the permanent work.</p>	
B	<p><b>TRANSPORT.</b></p> <p>Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.</p>	
C	<p><b>MATERIALS AND WORKMANSHIP.</b></p> <p>All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contractor shall also order materials from local sources as early as necessary to ensure that they are on site when required for use in the the works. The Bills of Quantities shall not be used for the purpose of ordering materials.</p>	
D	<p><b>SIGN FOR MATERIALS SUPPLIED.</b></p> <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the "PROJECT MANAGER" at the time of taking delivery thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and replacements of any such loss or damage with articles and/or materials which will be supplied by the "PROJECT MANAGER" at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the "PROJECT MANAGER"</p>	
E	<p><b>STORAGE OF MATERIALS</b></p> <p>The Contractor shall provide at his own risk and cost where directed on the site weatherproof lockup sheds for the safe storage and custody of materials for the works and for the use of workmen engaged thereon and shall remove such sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the "PROJECT MANAGER". Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.</p>	
	<b>CARRIED TO COLLECTION</b>	

	<b>DESCRIPTION</b>	<b>AMOUNT</b>
A	<p><b>SAMPLES</b></p> <p>The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be required by the "PROJECT MANAGER" for his approval or rejection and any other samples in case of rejection until such samples are approved by the "PROJECT MANAGER" and he may reject any materials or workmanship not in his opinion to be up to the approved samples. The "PROJECT MANAGER" shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the "PROJECT MANAGER". The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Transport, Infrastructure, Housing and Urban Development. The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the "PROJECT MANAGER". The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.</p> <p><b>GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.</b></p> <p>Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or to the safety, health and welfare of the workpeople. The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc. It is important that the contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.</p> <p><b>SECURITY OF WORKS ETC.</b></p> <p>The Contractor shall be entirely responsible for the security of all the works, stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.</p>	
	<b>CARRIED TO COLLECTION</b>	



	<b>DESCRIPTION</b>	<b>AMOUNT</b>
	<p><b>PUBLIC AND PRIVATE ROADS.</b></p> <p>Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the "PROJECT MANAGER".</p>	
A		
	<p><b>EXISTING PROPERTY.</b></p> <p>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the "PROJECT MANAGER"</p>	
B		
	<p><b>VISIT SITE AND EXAMINE DRAWINGS.</b></p> <p>The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which may affect his tender. No claim arising from his failure to comply with this recommendation will be considered</p>	
C		
	<p><b>ACCESS TO SITE AND TEMPORARY ROADS.</b></p> <p>Means of access to the Site shall be agreed with the "PROJECT MANAGER" prior to commencement of the work and the Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the "PROJECT MANAGER"</p>	
D		
	<p><b>AREA TO BE OCCUPIED BY THE CONTRACTOR</b></p> <p>The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the "PROJECT MANAGER"</p>	
E		
	<b>CARRIED TO COLLECTION</b>	

	<b>DESCRIPTION</b>	<b>AMOUNT</b>
A	<p><b>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</b></p> <p>The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the "PROJECT MANAGER" The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his cost. Nominated sub-contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.</p> <p><b>OFFICE FOR THE PROJECT MANAGER</b></p> <p>The contractor shall provide, erect and maintain where directed on site and afterwards dismantle the Site Office of the type noted in the particular preliminaries, complete with furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect maintain a lock-up pedestal type water or bucket closet for the sole use of the "PM" including making temporary connections to the drain where applicable to the satisfaction Government and Medical Officer of Health and pay the services of a cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be complete before the contractor is permitted to commence the works. The Contractor shall make available on site as and when required by the "PM" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic linen tape.</p> <p><b>SANITATION OF THE WORKS</b></p> <p>The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the "PROJECT MANAGER"</p> <p><b>MATERIALS ON SITE</b></p> <p>All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the "PROJECT MANAGER". This is to include the materials of Main Contractor, and Nominated Sub-Contractors Suppliers.</p>	
	<b>CARRIED TO COLLECTION</b>	

	<b>DESCRIPTION</b>	<b>AMOUNT</b>
A	<p><b>SUPERVISION AND WORKING HOURS</b></p> <p>The works shall be executed under the direction and to the entire satisfaction in all respects of the "PROJECT MANAGER" who shall at all times have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract. The working hours shall be those generally worked by good employers in the in the Building and Civil Engineering trades in Kenya. No work shall be carried out at night or on gazetted holidays unless the "PROJECT MANAGER" shall so direct. No work shall be covered up nor shall any concreting be carried out in the in the absence of the Clerk of Works without prior approval of the "PROJECT MANAGER" in writing.</p>	
B	<p><b>PROVISIONAL SUMS.</b></p> <p>The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurements. Such sums are net and no addition shall be made to them for profit.</p>	
C	<p><b>PRIME COST (OR P.C.) SUMS.</b></p> <p>The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurements. Persons or firms nominated by the "PROJECT MANAGER" to execute work or to provide and fix materials or goods as stated in Condition No. 8 of the Conditions of Contract are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.</p>	
D	<p><b>PROGRESS CHART.</b></p> <p>The Contractor shall provide within two weeks of Possession of Site and in agreement with the "PROJECT MANAGER" a Progress Chart for the whole of the works including the works of Nominated Sub- Contractors; one copy to be handed to the "PROJECT MANAGER" and a further copy to be retained site. Progress to be recorded and chart to be amended as necessary as the work proceeds.</p>	
	<b>CARRIED TO COLLECTION</b>	

	<b>DESCRIPTION</b>	<b>AMOUNT</b>
A	<p><b>ADJUSTMENT OF PROVISIONAL SUMS.</b></p> <p>In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the "PROJECT MANAGERS" order added to the contract Sum. Such work shall be valued as described for variations in condition No. 22 of the conditions of Contract, but should any part of the contract be executed by a nominated Sub-Contractor, or any articles for the Work be supplied by a Nominated Supplier, the value of such work or articles shall be treated as P.C. P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p>	
B	<p><b>ADJUSTMENT OF P.C. SUMS.</b></p> <p>In the final account all P.C. Sums shall be deducted and the amount properly expended upon the P.M's order in respect of each of them added to the Contract sum. The Contractor shall provide to the "PROJECT MANAGER" such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them.</p> <p>Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.</p>	
C	<p><b>NOMINATED SUB-CONTRACTORS</b></p> <p>When any work is ordered by the "PROJECT MANAGER" to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts as described in Condition No 8 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract contractor's work concerned in the P.C. Sums under the description "Add for Attendance".</p>	
D	<p><b>DIRECT CONTRACTS</b></p> <p>Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In the instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.</p>	
	<b>CARRIED TO COLLECTION</b>	

	<b>DESCRIPTION</b>	<b>AMOUNT</b>
A	<p><b>ATTENDANCE UPON OTHER TRADESMEN, ETC.</b></p> <p>The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the "PROJECT MANAGER" and the work will be and measured and paid for to the extent executed at rates provided in these bills.</p>	
B	<p><b>INSURANCE</b></p> <p>The Contractor shall insure as required in Condition No.30 of the Conditions of contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the "PROJECT MANAGER" either by production of an insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clause have been complied with in all respects. Thereafter the "PROJECT MANAGER" shall from time to time ascertain that the premiums are duly paid up by the Contractor, who, if called upon to do so, shall produce receipted premium renewals for the "PROJECT MANAGER"'s inspection.</p>	
C	<p><b>PROVISIONAL WORK</b></p> <p>All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the "PROJECT MANAGER" Immediately the work is ready for measuring, the Contractor shall give notice to the "PROJECT MANAGER" If the Contractor makes default in these respects he shall, if the "PROJECT MANAGER" so directs, uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.</p>	
D	<p><b>ALTERATIONS TO BILLS, PRICING, ETC.</b></p> <p>Any unauthorised alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the Bills of Quantities. All items shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.</p>	
	<b>CARRIED TO COLLECTION</b>	

	<b>DESCRIPTION</b>	<b>AMOUNT</b>
A	<p><b>BLASTING OPERATIONS</b></p> <p>Blasting will only be allowed with the express permission of the "PROJECT MANAGER" in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations laid down by the "PROJECT MANAGER" governing the use and storage of explosives.</p>	
B	<p><b>MATERIALS ARISING FROM EXCAVATIONS</b></p> <p>Materials of any kind obtained from the excavations shall be the property of the Government Unless the "PROJECT MANAGER" directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the "PROJECT MANAGER". Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.</p>	
C	<p><b>PROTECTION OF THE WORKS.</b></p> <p>Provide protection of the whole of the works contained in the Bills of Quantities, including casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the "PROJECT MANAGER" and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.</p>	
D	<p><b>WORKS TO BE DELIVERED UP CLEAN</b></p> <p>Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the "PROJECT MANAGER."</p>	
E	<p><b>GENERAL SPECIFICATION.</b></p> <p>For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Transport, Infrastructure, Hoising and Urban Development's General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be followed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.</p>	
	<b>CARRIED TO COLLECTION</b>	

	<b>DESCRIPTION</b>	<b>AMOUNT</b>
A	<p><b>HOARDING</b></p> <p>The Contractor shall enclose the site or part of the works under construction with a hoarding 2400 mm high consisting of iron sheets on 100 x 50 mm timber posts firmly secured at 1800 mm centres with two 75 x 50 mm timber rails. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.</p>	
B	<p><b>CONTRACTOR'S SUPERINTENDENCE/SITE AGENT</b></p> <p>The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p>	
	<b>CARRIED TO COLLECTION</b>	

	<b>DESCRIPTION</b>	<b>AMOUNT</b>
	<p><b>GENERAL PRELIMINARIES</b></p> <p><b>COLLECTION</b></p> <p>Brought Forward From Page GP/1</p> <p>Brought Forward From Page GP/2</p> <p>Brought Forward From Page GP/3</p> <p>Brought Forward From Page GP/4</p> <p>Brought Forward From Page GP/5</p> <p>Brought Forward From Page GP/6</p> <p>Brought Forward From Page GP/7</p> <p>Brought Forward From Page GP/8</p> <p>Brought Forward From Page GP/9</p> <p>Brought Forward From Page GP/10</p> <p>Brought Forward From Page GP/11</p>	
	<p><b>GENERAL PRELIMINARIES</b></p> <p><b>TOTAL CARRIED TO GRAND SUMMARY</b></p>	



**BILLS OF QUANTITIES**  
**PROPOSED REROOFING AND REDECORATION OF CRESCENT HOUSE**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><b>Notes</b> 1. Contractors must visit the site 2. Erasures and cancellation lead to disqualification 3. The rates provided by the contractor shall be VAT inclusive</p> <p><b>Preliminaries</b> Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.</p> <p>Provide and erect all necessary general scaffolding comprising of metal scalfolds or movable crane during the course of the work and maintain, adapt, dismantle and re-erect as required and remove when no longer needed.</p> <p>Allow a provisional sum of Kshs. Two Hundred thousands only to be expended whole or part on Regulatory Approvals.</p> <p>The contractor shall remove all temporary works, rubbish debris and surplus materials from the site as they accumulate and upon completion of the works, remove all plant, scaffolding and unused materials.</p> <p>Allow a provisional sum of Kshs. Two hundred and fifty thousing Thousand only to be expended whole or part on contingency with written instructions from the Project Manager.</p> <p>The Contractor shall enclose the site or part of the works under construction with a dust screens on 100 x 50 mm timber posts firmly secured at 1800 mm centres with two 75 x 50 mm timber rails. The Contractor is in addition required to take all precautions necessary for the safe custody of the works,materials, plant, public and Employer's property on the site.</p>		Item		
	<i>Carried to Collection</i>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>(All provisional)</u>				
	<u>ROOFING CONSTRUCTION, COVERING AND RAIN WATER DISPOSAL</u>				
	-				
A	Supply and fix Translucent Poly-Carbonate Roofing Sheets on steel truss structure; including 75 x 75 x 3mm Thick bottom and top chord, 50 x 50 x 3mm thick intermediate members, and all the necessary fixing accessories	398	SM		
	<u>Accessories, fixing as necessary to roof sheets</u>				
	-				
B	150mm dia. Half round ridge sheet cover	48	LM		
C	Ditto but to hip / valley sheets	96	LM		
	-				
<i>Carried to Collection</i>					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p>- <b><u>Thoroughly wirebrush steel to remove rust and mill scale, remove grease with white spirit and prime with one coat of red oxide primer before installation. After installation apply one undercoat and three coats of supergloss oil paint allowing 24 hours drying period between coats, all to 'crown' paints or other approved</u></b></p> <p>- <b><u>Framed; weldable.</u></b></p> <p>- <b><u>The following in 6No. Trusses; in 70x50x2mm SHS joists, rafters, and 50x50x2mm SHS struts and ties and set approx. 6000mm above ground level, all fillet welded; over 100kgs but not exceeding 150kgs; all to structural engineer's details</u></b></p>				
A	75x75x3mm SHS top and bottom chord	300	LM		
B	75x75x3mm RHS struts and ties	385	LM		
C	Ditto Ridge member	50	LM		
D	152.4x50.8x2mm thick Z- purlins ZP 40	550	LM		
E	12mm Diameter sag rod	200	LM		
F	75x75x3mm bracing member	130	LM		
G	100x50x50 right-angled steel section plate with one end bolted to girder and other end welded to steel trusses	55	LM		
	<b><u>Accessories:</u></b>				
H	8mm thick end plate welded to joist and rafter.	24	NO		
I	400x200x12mm thick plate bolted to girder.	24	NO		
J	- 75x75x3mm thick angle cleat welded to plates.	48	NO		
	-				
<b><i>Carried to Collection</i></b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>24g Galvanised mild steel sheeting; all welds ground smooth</u></b>				
A	- 150 x 100mm box gutter including soldered joints in the running length fixed to fascia board with and including brackets at approved centers	50	LM		
B	Extra; for 90 <sup>0</sup> corners.	8	NO		
C	Extra; for blocked ends with 100mm dia.outlet 100mm long	8	NO		
D	100mm dia. uPVC rainwater downpipe fixed with and including mild steel straps at 900mm centres, plugged and screwed to wall	114	LM		
E	- Extra; swanneck bend	4	NO		
F	Extra; horse shoe bend	4	NO		
	<b><u>Prepare and apply one approved etching primer, one undercoat and two coats of 'CROWN SOLO' or other equal and approved super gloss oil paint to:-</u></b>				
G	- General surfaces of gutters and down-pipes; external	46	SM		
	-				
<i>Carried to Collection</i>					



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><b><u>DEMOLITION WORKS</u></b></p> <p><b><u>(ALL PROVISIONAL)</u></b></p> <p><i>All demolitions must be carried out with utmost care to avoiding damaging adjacent works</i></p> <p><i>All salvage materials shall become the property of the client and should not be removed from the site without the clients express permission in writing</i></p> <p><i>The Contractor will not be allowed to use any salvage material without express permission of the architect/engineer in which case he will be expected to give discount for the materials used at a rate to be agreed upon with the quantity surveyor</i></p> <p><i>Where materials are described as "set aside" prices to include for cleaning and safe storage until required for fixing</i></p> <p><b><u>ELEMENT NO 1</u></b></p> <p>- <b><u>Demolitions (provisional)</u></b></p> <p>-</p> <p>A Carefully hack to remove existing wornout and debonded polished Granito tiles on floors and staircase, dispose debris as directed and prepare surface to receive new polished Granito tiles (m/s)</p> <p>B Remove heavy patches of mould with a scraper or wire brush to receive new coat of paint</p>				
	TOTAL FOR DEMOLITIONS CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>ELEMENT NO. 2</u></b>				
	- <b><u>FINISHES</u></b>				
	<b><u>FLOOR FINISHES</u></b>				
	- <u>Cement and sand (1:4) screed as described in:-</u> 32mm thick backing to receive polished granito tiles (m/s)	32	SM		
A	<u>Polished Granito floor tiles</u>  <u>Supply and lay approved polished granito floor tiles as 'SAJ Ceramics' or other equal and approved adhesive/mortar : on backing screeds (m.s.): jointed and pointed in approved coloured grout: to:-</u>				
B	- Floors in approved pattern to Architect's details	32	SM		
C	100mm high ceramic tiles skirting	4	LM		
	<b><u>WALL FINISHES</u></b>				
	<u>Painting and Decorating</u>				
	- <u>Prepare and apply two coats interior quality eggshell paint as "Crown Paints" or other equal and approved paint to:-</u>				
D	Prepainted plastered surfaces of walls- <b>internally</b>	280	SM		
	<u>Prepare and apply three coats exterior eggshell paint as "Crown Paints" or other equal and approved paint to:-</u>				
E	Prepainted plastered of walls- <b>externally</b>	170	SM		
	Carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>CEILING FINISHES</u></b>				
A	Replaced 600x600mm suspended acoustic tiles on existing T-Grid metal suspension systems.	0	SM		
	<b>Painting and decorating</b>				
	<u>Prepare and apply two coats exterior eggshell paint as "Crown Paints" or other equal and approved paint to:-</u>				
B	- Existing plastered horizontal soffits of prepainted suspended slab, soffits and landings of staircases	63	SM		
	<b>STAIRCASE BALLUSTRADE FINISHES</b>				
	<u>Prepare and apply two coats of clear varnish as "Crown Paints" or other equal and approved paint to:-</u>				
C	- Existing prepainted wrot mahogany handrail 200-300mm girth	18	LM		
	<u>Prepare and apply two coats of first quality gloss paint as "Crown Paints" or other equal and approved paint to:-</u>				
D	- Existing prepainted mild steel balusters 100-200mm girth	32	LM		
	<b>EXTERNAL WORKS</b>				
E	Shallow excavaion of trench drain infront of the vehicle entrance gate to receive gratings	20	LM		
F	Polypropylene grating 400mm wide to cover drainage channel to ramp to parking as per detail of the Project Manager	20	LM		
	Carried to collection				



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
<p>B</p> <p>Allow a sum of Kenya Shillings Fifty Thousand only for refixing of Roll-Up garage doors at the parking and Ramp</p> <p><u>Prepare and apply two coats of first quality gloss paint as "Crown Paints" or other equal and approved paint to:-</u></p> <p>- Existing prepainted mild steel Roll-up Garage doors at parking and main entrance</p> <p>D</p> <p>Carried to collection</p> <p>COLLECTION</p> <p>From page 2</p> <p>From page 3</p> <p>From page 4 Above</p>		<p>138</p>	<p>SM</p>		
	<p><b>TOTAL FOR FINISHES CARRIED TO SUMMARY</b></p>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p>-</p> <p><b><u>ELEMENT</u></b></p> <p>-</p> <p>-</p>	<p><b><u>PAGE</u></b></p> <p><b><u>No.</u></b></p>	<p>-</p> <p>-</p>	<p>-</p> <p>-</p>	<p><b><u>AMOUNT</u></b></p>
1	DEMOLITIONS	BW/2			
2	FINISHES	BW/11			
	<p><b><u>TOTAL FOR GROUND FLOOR CARRIED</u></b></p> <p><b><u>TO GRAND SUMMARY</u></b></p>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><b>BILL NO. 2</b>  <b><u>1st 2nd 3rd and 4th FLOORS</u></b></p> <p><b><u>DEMOLITION WORKS</u></b>  <b><u>(ALL PROVISIONAL)</u></b></p> <p><i>All demolitions must be carried out with utmost care to avoiding damaging adjacent works</i></p> <p><i>All salvage materials shall become the property of the client and should not be removed from the site without the clients express permission in writing</i></p> <p><i>Where materials are described as "set aside" prices to include for cleaning and safe storage until required for fixing</i></p> <p><b><u>ELEMENT NO 1</u></b></p> <p><b><u>Demolitions (provisional)</u></b></p> <p>-</p> <p>A Carefully hack to remove existing wornout and debonded polished Granito tiles on floors and staircase, dispose debris as directed and prepare surface to receive new polished Granito tiles (m/s)</p> <p>B Remove heavy patches of mould with a scraper or wire brush to receive new coat of paint</p> <p>C Carefully hack to remove existing wornout suspended acoustic ceiling to receive new ceiling tiles (m/s)</p>	<p>224</p> <p>206</p> <p>184</p>	<p>SM</p> <p>SM</p> <p>SM</p>		
	<p><b>TOTAL FOR DEMOLITIONS CARRIED TO SUMMARY</b></p>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>ELEMENT NO. 2</u></b>				
	<b><u>- FINISHES</u></b>				
	<b><u>FLOOR FINISHES</u></b>				
	<b><u>- Cement and sand (1:4) screed as described in:-</u></b>				
A	32mm thick backing to receive polished granito tiles (m/s)	448	SM		
	<b><u>Polished Granito floor tiles</u></b>				
	<b><u>Supply and lay approved polished granito floor tiles as 'SAJ Ceramics' or other equal and approved adhesive/mortar : on backing screeds (m.s.): jointed and pointed in approved coloured grout: to:-</u></b>				
B	<b><u>- Floors in approved pattern to Architect's details</u></b>	448	SM		
C	100mm high ceramic tiles skirting	32	LM		
	<b><u>WALL FINISHES</u></b>				
	<b><u>Painting and Decorating</u></b>				
	<b><u>- Prepare and apply two coats interior quality eggshell paint as "Crown Paints" or other equal and approved paint to:-</u></b>				
D	Prepainted plastered surfaces of walls- <b>internally</b>	3,440	SM		
	<b><u>Prepare and apply three coats exterior eggshell paint as "Crown Paints" or other equal and approved paint to:-</u></b>				
E	Prepainted plastered of walls- <b>externally</b>	346	SM		
	Carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	<p><b><u>CEILING FINISHES</u></b></p> <p>Replaced 600x600mm suspended acoustic tiles on existing T-Grid metal suspension systems.</p>	368	SM		
B	<p><b>Painting and decorating</b></p> <p><u>Prepare and apply two coats exterior eggshell paint as "Crown Paints" or other equal and approved paint to:-</u></p> <p>- Existing plastered horizontal soffits of prepainted suspended slab, Soffits of staircase and landings</p>	250	SM		
C	<p><b>STAIRCASE BALLUSTRADE FINISHES</b></p> <p><u>Prepare and apply two coats of clear varnish as "Crown Paints" or other equal and approved paint to:-</u></p> <p>- Existing prepainted wrot mahogany handrail 200-300mm girth</p>	72	LM		
D	<p><u>Prepare and apply two coats of first quality gloss paint as "Crown Paints" or other equal and approved paint to:-</u></p> <p>- Existing prepainted mild steel balusters 100-200mm girth</p>	44	LM		
	Carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p>COLLECTION</p> <p>From page 2</p> <p>From page 3 Above</p>				
	<b>TOTAL FOR FINISHES CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT</u>	<u>PAGE</u> <u>No.</u>	-	-	<u>AMOUNT</u>
	-				
	-				
1	DEMOLITIONS	BW/2			
2	FINISHES	BW/11			
	<u>TOTAL FOR 1ST - 4TH FLOORS CARRIED TO GRAND SUMMARY</u>				
	-				

**PROPOSED REROOFING AND REDECORATION OF CRESCENT HOUSE**

BILL NO.	DESCRIPTION		AMOUNT	
1	<u>GRAND SUMMARY</u> - - - PRELIMINARIES	-		
2	ROOFING CONSTRUCTION, COVERING AND RAIN WATER DISPOSAL			
3	GROUND FLOOR			
4	1st - 4TH FLOORS			
	<b>TOTAL AMOUNT CARRIED TO FORM OF TENDER</b>			

Amount in words.....

Tenderer's Name and Stamp .....

Address .....

Period To Execute The Works .....

Telephone No .....

Mobile Phone No. ....

Tenderer's V.A.T No .....

Tenderer's P.I.N No .....

Tenderer's Signature ..... Date.....

Witness Signature ..... Date.....



