REPUBLIC OF KENYA

NATIONAL GOVERNMENT CONSTITUENCY DEVELOPMENT FUND EMURUA DIKIRR CONSTITUENCY

P.O BOX 119-20401

CHEBUNYO

Email:

BILLS OF QUANTITIES

TENDER NO: EMD/NG-CDF/CL/01/2025-2026

PROPOSED CONSTRUCTION OF 1 NO. CLASSROOMS AT ASUR PRIMARY SCHOOL

ISSUED BY:	PREPARED BY:
SUB COUNTY WORKS OFFICE	SUB COUNTY QUALITY SURVEYOR
TRANS-MARA EAST SUB-COUNTY	TRANS-MARA EAST SUB-COUNTY
P.O BOX 82	P.O BOX 82
CHEBUNYO	CHEBUNYO

2026

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TENDER DOCUMENT FOR SMALL WORKS (BUILDING WORKS)

INVITATION DATE: 8TH, APRIL 2026

PROCURING ENTITY: **NG-CDF EMURUA DIKRR**

CONTRACT NAME AND DESCRIPTION: Construction of One Number Classroom to completion.

Asur Primary School invites sealed tenders for the Proposed Construction of one (1) number classroom at Asur Primary School.

Tendering will be conducted and the RFQ method using a standardized tender document.

In case this tender is subject to a Reservation, specify the Group is eligible to tender, Insert e.g." Tendering reserved to A.G.P.O.

1. Tender documents may be obtained electronically from the Website(s) **www.supplier.treasury.go.ke** Tender documents obtained electronically will be free of charge.
2. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for (90) days from the tenders' opening date.
3. Tenders will be opened immediately after closing date on IFMIS Portal **www.supplier.treasury.go.ke** Bidders are advised to monitor the opening process through the same portal.
4. Interested and eligible bidders having challenges uploading their tender documents in the Integrated Financial Management Information System (IFMIS) Supplier Portal may obtain assistance from the IFMIS helpdesk on 0800721477/0202480180 at the National treasury
5. Late tenders will be rejected. The system will automatically lock out at the time and date of tender closing as indicated in the IFMIS portal. Manual Tenders **WILL NOT** be permitted.

10. The addresses referred to above are:

A. Address for obtaining further information and for purchasing tender documents

A complete set of tender documents may be obtained by interested invited tenderers electronically from the website(s) **www.supplier.treasury.go.ke** **FREE OF CHARGE**

B. Address for Submission of Tenders.

For **Tender submission purposes** only, the Procuring Entity's address is: IFMIS Portal www.supplier.treasury.go.ke. **On or before** ……. at 10: 00 **A.M E.A.T**

Attention: *[**FAM NG-CDF Emurua Dikirr]***

Physical Address: *[**Dikirr- Murkan road- NG-CDF EMURUA DIKIRR**]*

Address for Opening of Tenders.

6. The Tender opening shall take place On **IFMIS Portal at www.supplier.treasury.go.ke** Bidders are advised to monitor the opening process through the same portal.

Physical address for the location (***Dikirr- Murkan road- NG-CDF Emurua Dikirr***] SUPPLY CHAIN MANAGEMENT OFFICE, on ……. **at 10.00 A.M E.A.T**

PART 1: INSTRUCTIONS TO TENDERERS

1. **Tenderers are advised to read carefully** these instructions and the Conditions of Contract in Part 3: Contract, before preparing the quotation. The standard forms in this RFQ may be photocopied for completion but the Tenderer is responsible for their accurate reproduction. The term Tenderer shall mean the firm or person invited to submit a quotation. The term Quotation herein shall mean the quotation submitted as usually understood in public procurement.
2. **Validity of Quotations**: The quotation will be held valid for 90 days from the date of submission.
3. **The Quotation shall consist of** completed Tables A, B and C and the Form of Quotation all indicated in Part 2 of this Request for Quotations, and documents to evidence Eligibility and Conformity to Technical Specifications.
4. **Sealing and Marking of Quotations**: Quotations in one "one original" should be sealed in a single envelope, clearly marked with the **Quotation Reference Number** in the RFQ, the Tenderer's name and the name of the Procuring Entity. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.
5. **Submission of Quotations:** Quotations, and any alternatives if allowed as per Item 11 below, should be submitted to the address below, on or before the date and time indicated in sub-item 4 below. Late quotations will be rejected.

   Address for Submission of Quotations.

   Complete Filled Quotation documents **MUST** be submitted online through the IFMIS SUPPLER PORTAL: www.supplier.treasury.go.ke so as to be received on or before **…….. at 10.00 A.M E.A.T**

   Attention: ***[Fund Account Manager NG-CDF Emurua Dikirr]***

   Physical Address: *[NG-CDF EMURUA DIKIRR].*
6. **Opening of Quotations**: Quotations will be opened immediately after the closing date and time specified in item 5 (4) above, by at least three appointed officials of the Procuring Entity.
7. **Tenderer Eligibility:** Tenderer must submit Documentary evidence to show His/her eligibility to be awarded a contract as per evaluation criteria. The Tenderer shall also complete attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms.
8. **Invitation not transferable**: This invitation is not transferable to other firms or individuals not so invited.
9. **Goods Eligibility:** Tenderer must submit as evidence documents to show the country of origin of any goods to be supplied or incorporated in the work or services
10. **Technical Specifications:** Documentary evidence to show that the goods meet the technical specifications.
11. **Alternative Quotations:** Tenderers **are permitted/not permitted** *(select one)* to submit alternative quotations for goods/alternative technical solutions for specified parts of the Works or Services *(select one*). Only the alternatives, if any, of the Tenderer with the winning quotation conforming to the basic technical requirements shall be considered by the Procuring Entity.
12. **Currency:** Quotations shall be priced in Kenya Shillings. Quotations in other currencies will be rejected if not allowed. The Procuring Entity shall not allow quotations in foreign currency (*procuring Entity to select one).*
13. **Evaluation of Quotations**: The evaluation of quotations will be conducted using the procedure set out below:
    i) Preliminary examination to determine Tenderer eligibility: as per evaluation criteria (where applicable)
    ii) Technical examination to determine goods eligibility, compliance with technical specifications and commercial responsiveness. Quotations failing this stage will be rejected and not considered in next stage.
    iii) Financial comparison of quotations to determine the lowest evaluated quotation. In case foreign currency is allowed, for comparison purposes only, foreign currency quotations will be converted to Kenya shillings using the exchange rates published by the Central Bank of Kenya on the day of submission of quotations.
14. **Lowest Evaluated Quotation:** The lowest evaluated quotation shall be recommended for award of contract.
15. **Award of contract:** Award of contract shall be by placement of a Letter of Acceptance or Local Purchase Order in accordance with Part 3: Contract. The currency of award and payment shall be currency in which the quotation was submitted. Unsuccessful tenderers who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation
16. **Right to Reject**: The Procuring Entity reserves the right to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

TENDER EVALUATION AND QUALIFICATION CRITERIA

Local Contractors Minimum Requirements After tender opening, to determine responsiveness the tenders will be evaluated in 3 stages, namely:

1. Preliminary examination (Mandatory requirement evaluation)
2. Technical evaluation
3. Financial Evaluation

PRELIMINARY EVALUATION

S/No	Completeness and responsiveness criteria	Requirement	Weight
1.	Form of bid	-Amount must be indicated -Dully filled, signed and stamped	*Mandatory*
2.	Confidential business questionnaire	-Dully filled, signed and stamped	*Mandatory*
3.	Bills of quantities complete with this tender document	-Dully filled, signed and stamped	*Mandatory*
4.	Tax compliance certificate	-valid	*Mandatory*
5.	Pin and VAT certificate	-Attach	*Mandatory*
6.	Registration with National Construction Authority Building works category and its Current practicing NCA license	-Attach -Valid	*Mandatory*
7.	Certificate of incorporation	-attach a certified copy	*Mandatory*
8.	Litigation history/ Debarment	-dully filled and stamped	*Mandatory*
9.	Certified copy of CR12 (for limited companies) and copies of ID's for company directors	-Attach	*Mandatory*
10.	Current trade license/Business permit	-Valid	*Mandatory*
11.	Document serialization	-Confirm	*Mandatory*
12.	Bid Bond	- Authentic	where applicable
13.	Proof or registration with E-GP (Electronic Government procurement	-	
	REMARKS		

NOTE:

1.Bidders to liaise with chief County public works officer to familiarize themselves with site before they quote.

2.Any bidder who does not meet the above Mandatory criteria shall be declared non-responsive and shall not be considered for further evaluation

TECHNICAL CAPABILITY EVALUATION

Item	Description	Max. point
1.	• EXPERIENCE Previous related works- attach 3 completion certificates –each 5 marks	15
2.	Key personnel (attach evidence CVs and certificates of) • Site agent(diploma in civil engineering)	5
	• Surveyor (diploma in survey)	2.5
	• Project manager-either diploma in architecture, quantity surveying or civil engineering	5
	• Foreman –(certificate in civil engineering)	2.5
3.	Equipment	15
	• Proof of ownership (log books) of related tools and equipment or valid and authentic lease agreement • Tipper and excavator	5
	• Mixers	5
	• Vibrators	5
	FINANCIAL REPORT	
4.	A) audited financial report (last 3years,2024,2023&2022)	5
	• bank statement for the last one year	10

	• proof of access to credit facility attach valid bank opinion letter	5
	• works of equivalent value or more (attach LSOs)	5
	TOTAL	70

NOTE: Bidder must met all the requirements on technical qualification to be declared responsive, bidder/s who fail in any of the requirement shall be disqualified for further evaluation.

3.Financial Evaluation

The Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender.

QUOTATION AND QUALIFICATION DOCUMENTS

Instructions to Tenderer. Tenderer must complete and submit as part of the Form of quotation.

(i) SCHEDULE OF REQUIREMENTS TABLE (SEE ATTACHED BQS)
(ii) FORM FOR DISCLOSURE OF INTEREST
(iii) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION
(iv) SELF-DECLARATION FORM

FORM OF QUOTATION *[To be completed by Tenderer]*

Quotation Addressed to (*Procuring Entity)*	FAM EMURUA DIKIRR NG-CDF
Date of Quotation	
Quotation Reference Number:	EMD/NG-CDF/CL/01/2025-2026
Subject of Quotation	Proposed construction of 1(one) number classroom at Asur Primary School

1. We have examined and have no reservations to the Request for Quotation document, and understand its full content and intent.
2. In compliance with your request for quotations dated _____, referenced above, we offer to _____(*specify one of supply goods, complete the works or provide the services)* to cover and conform to our pricing listed in the attached in Table B. Quotation Submission TABLE at a total price of Kenya Shillings_____(in words) _____

   OR in Foreign Currency (*if allowed*), Currency _____ amount_____(in words)_____
3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: INSTRUCTIONS TO TENDERERS.
4. We also confirm that the (*goods to be supplied/works to be constructed/services to be* _____ *provided (select one*) conform to the **SCHEDULE OF REQUIREMENTS TABLE** below and in conformity with technical specifications listed in **BQs and drawings attached**: SCHEDULE OF REQUIREMENTS of this RFQ Document.
5. We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from_____(*specify website*) during the procurement process and the execution of any resulting contract.
6. We confirm that the prices quoted are fixed and firm for the duration of the validity period and performance of the contract and will not be subject to revision or variation.
7. The validity period of our quotation is: 90 Days from the time and date of the submission deadline (*number to be same as in the instructions to Tenderers).*
8. We confirm we are not submitting any other Quotation as an individual or firm, and we are not participating in any other Quotation as a Joint Venture member or as a subcontractor.
9. We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
11. We hereby certify and confirm that the Quotation is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Quotation Determination" attached below.
12. We, the Tenderer, have completed fully and signed the **FORM FOR DISCLOSURE OF INTEREST**-interest of the firm in the Procuring Entity, attached below.

The Delivery/Completion period offered is: _____ days from date of acceptance of Quotation. The warranty period offered is _____ weeks.

Quotation Authorized by:
Name and designation _____

Signature: _____

TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

(a) **Tenderer's details**

	ITEM	**DESCRIPTION**
1	Name of the Procuring Entity	NG-CDF EMURUA DIKIRR
2	Reference Number of the Tender	EMD/NG-CDF/CL/01/2025-2026
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (*postal and physical addresses, email, and telephone number*) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) of state which stock exchange	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____ Age _____ Nationality _____ Country of Origin _____ Citizenship _____

c) Partnership, provide the following details.

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

d) Registered Company, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company _____ Nominal Kenya Shillings (Equivalent)..... Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

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

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

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

If yes, provide details as follows.

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

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		

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

f) Certification

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

Full Name _____ Title or

Designation _____

_____ _____

(Signature) *(Date)*

i) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

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

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

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

Name _____

Title _____

Date _____

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

SELF-DECLARATION FORM

We, the Tenderer _____ *(insert name)* submitting our Quotation in respect of Quotation No _____ for _____ _____ *(insert quotation Title Description*) for _____ _____ *(insert Name of Procuring Entity)*

DECLARE AS FOLLOWS:

That, We the Tenderer including any entity or individual that directly or indirectly controls, is controlled by or is under common control with us, and any subcontractors, suppliers, project managers, consultants, manufacturers, service providers, agents, individuals, or any other party involved or to be involved for any part of the processes of procurement and contract execution related to the above quotation:

a) have not engaged/will not engage in any corrupt or fraudulent practices in the processes of procurement and contract execution related to the above quotation as defined and/or described in the following:
   i) the RFQ for the above Quotation;
   ii) Kenya's Public Procurement and Asset Disposal Act, 2015*)* and its attendant Regulations;
   iii) Kenya's Anti-Corruption and Economic Crimes Act, 2013; and
   iv) any such other Acts or Regulations of Government of Kenya;

b) have not offered/will not offer any inducement to any member of the board, management, staff and/or employees and/or agents of …… *(name of the procuring entity);*

c) have not engaged/will not engage in any collusive or corrosive practice with other tenderers participating in the subject quotation;

d) have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya.

That, what is deponed to herein above is true to the best of our knowledge, information and belief.

Name of the Tenderer: ..... *[Insert complete name of tenderer signing the quotation]*

Name of the person duly authorized to sign the quotation on behalf of the Tenderer: ..... *[Insert complete name of person duly authorized to sign the quotation]*

Title of the person signing the Quotation: ..... *[Insert complete title of the person signing the quotation]*

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

PART 2: SCHEDULE OF REQUIREMENTS

TABLE A. SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS
QUANTITY

SECTION VII- BILLS OF QUANTITIES

1. Objectives

The objectives of the Bill of Quantities are:

a) to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and

b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and contents of the Bill of Quantities should be as simple and brief as possible

Signature: And seal/Stamp_____

Name:_____

Authorized for and on behalf of (*specify name of tenderer*)_____

Date _____

SELF - DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENTAND ASSET DISPOSALACT 2015.

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ……...…….. *(insert name of the Company)* who is a Bidder in respect of Tender No. …….. for ……. *(insert tender title/description)* for ……. *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

……. ……. …… (Title)
(Signature) (Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ……..... *(insert name of the Company)* who is a Bidder in respect of Tender No. ….....……. for…….
   …….. *(insert tender title/description)* for …… *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of …….. *(insert name of the Procuring entity)* which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……. (name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

…….
… (Title)

……..…… .....……
(Signature) (Date)

Bidder's Official Stamp

(To be signed by authorized representative and officially stamped)

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory……..... Sign……..**.....**

Position…….....…….....

Office address……. Telephone…….....……. E-mail……

Name of the Firm/Company…….....……

Date…….....…. (Company Seal/ Rubber Stamp where applicable)

Witness

Name ……..... Sign.....

Date……

PART 3: CONTRACT

CONTRACT AGREEMENT

(1) THIS CONTRACT AGREEMENT is made _____ *(specify date).*
Between _____
[Insert complete name of Procuring Entity], and having its principal
place of Business at
_____
_____
[Insert address of Procuring Entity] and _____
[Insert name of Supplier, or contractor or service provider], and having its principal
place of business at _____
[Insert address of Supplier, contractor or service provider].

(2) WHEREAS the Procuring Entity invited quotations for the Supply of Goods/works/services (*select one*) described in Table B, i.e.
_____
_____*[insert brief description of Goods, works and Services]* and has accepted a Quotation by the Tenderer in the sum of _____
[insert Contract Price in words and figures] (hereinafter called "the Contract Price").

(3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. This Contract Agreement includes the following documents:

(a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

(b) Table B. QUOTATIONSUBMISSION TABLE

(c) FORM OF QUOTATION

(d) Conditions of Contract

2. In consideration of the payments to be made by the Procuring Entity to the *Supplier/contractor/service*
3. *provider* as hereinafter mentioned, the *Supplier/contractor/service provider* hereby covenants with the Procuring
4. Entity to provide the Goods/works/services and to remedy defects therein in conformity in all respects with the
5. provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier/Contractor/service provider *(select one)* in
5. consideration of the provision of the Goods/works/services *(select one)* and the remedying of defects therein,
6. the Contract Price or such other sum as may become payable under the provisions of the Contract at the
7. times and in the manner prescribed by the Contract.

(4) In WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya.

For and on behalf of the Procuring Entity

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier/Contractor/Service Provider (*select one*)

Signed: *[insert signature of authorized representative(s) of the Supplier]* in the capacity of *[insert title or other appropriate designation]* in the presence of *[insert identification of official witness]*

GENERAL CONDITIONS OF CONTRACT

These General Conditions of Contract (GCC), read in conjunction with the Special Conditions of Contract (SCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

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

General Conditions of Contract

A. General

1. *Definitions*

1.1 Bold face type is used to identify defined terms.

a) **The Accepted Contract** Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

b) **The Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.

c) **The Adjudicator** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.

d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

e) **Compensation Events** are those defined in GCC Clause 42 hereunder.

f) **The Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.

g) **The Contract** is the Contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.

h) **The Contractor** is the party whose Bid to carry out the Works has been accepted by the Procuring Entity.

i) **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Procuring Entity.

j) **The Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.

k) **Days** are calendar days; months are calendar months.

l) **Day work**s are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

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

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

o) **The Defects Liability Period** is the period **named in the SCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.

p) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

q) **The Procuring Entity** is the party who employs the Contractor to carry out the Works, **as specified in the SCC,** who is also the Procuring Entity.

r) **Equipmen**t is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

s) **"In writing" or "written"** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

t) The Initial Contract Price is the Contract Price listed in the Procuring Entity's Letter of Acceptance.

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

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

w) **Plant i**s any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

x) **The Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Procuring Entity 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.

y) **SCC** means Special Conditions of Contract.

z) **The Site** is the area of the works as **defined as such in the SCC**.

aa) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.

bb) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

cc) **The Start Date** is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

dd) **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.

ee) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

ff) **A Variation** is an instruction given by the Project Manager which varies the Works.

gg) **The Works** are what the Contract requires the Contractor to construct, install, and turn over to the Procuring Entity, **as defined in the SCC**.

2. *Interpretation*

2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

a) Agreement,
b) Letter of Acceptance,
c) Contractor's Bid,
d) Special Conditions of Contract,
e) General Conditions of Contract, including Appendices,
f) Specifications,
g) Drawings,
h) Bill of Quantities[6], and
i) any other document **listed in the SCC** as forming part of the Contract.

3. *Language and Law*

3.1 The language of the Contract is English Language and the law governing the Contract are the Laws of Kenya.

3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Procuring Entity's Country when

a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country; or

b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

4. *Project Manager's Decisions*

4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.

5. *Delegation*

5.1 Otherwise **specified in the SCC,** the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6. *Communications*

6.1 Communications between parties that are referred to in the Conditions 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 Procuring Entity 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, and the Procuring Entity between the dates given in the Schedule of Other Contractors, as **referred to in the SCC.** The Contractor shall also provide facilities and services for them as described in the Schedule. The Procuring Entity may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. *Personnel and Equipment*

9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 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.

9.3 If the Procuring Entity, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

10. *Procuring Entity's and Contractor's Risks*

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

11. *Procuring Entity's Risks*

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Procuring Entity'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 Procuring Entity 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 Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Procuring Entity's risk except loss or damage due to

aa) a Defect which existed on the Completion Date,

bb) an event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or cc) the activities of the Contractor on the Site after the Completion Date.

12. *Contractor's Risks*

12.1 From the Starting Date until the Defects Liability 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 Procuring Entity's risks are Contractor's risks.

13. *Insurance*

13.1 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

a) 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.

13.2 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 to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may effect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. *Site Data*

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

15. *Contractor to Construct the Works*

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date

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

17. Approval by the Project Manager

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. *Safety*

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

19. *Discoveries*

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

20. *Possession of the Site*

20.1 The Procuring Entity 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 SCC,** the Procuring Entity shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. *Access to the Site*

21.1 The Contractor shall allow the Project Manager and any 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.

22. *Instructions, Inspections and Audits*

22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

22.3 The Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Procuring Entity and/or persons appointed by the Public Procurement Regulatory Authority to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Public Procurement Regulatory Authority. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause

25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Public Procurement Regulatory Authority's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Public Procurement Regulatory Authority's prevailing sanctions procedures).

23. *Appointment of the Adjudicator*

23.1 The Adjudicator shall be appointed jointly by the Procuring Entity and the Contractor, at the time of the Procuring Entity's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

24. *Settlement of Claims and Disputes*

24.1 Contractor's Claims

24.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.

24.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clause shall apply.

24.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

24.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record- keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

24.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

a) this fully detailed claim shall be considered as interim;
b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
c) the Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

24.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

24.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause

24.1.8 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

24.1.9 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

24.1.10 If the Project Manager does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 24.4 [Arbitration].

24.1.11 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause 24.3.

24.2 Amicable Settlement

24.1.1 Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 24.1 above should move to commence arbitration after the fifty-sixth day from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

24.3 Matters that may be referred to arbitration

24.3.1 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:

a) The appointment of a replacement Project Manager upon the said person ceasing to act.
b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
e) Any dispute arising in respect of war risks or war damage.
f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

24.4 Arbitration

24.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 24.3 shall be finally settled by arbitration.

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

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

24.4.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

24.4.5 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

24.4.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

24.4.7 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

24.4.8 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the Works.

24.4.9 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

24.5 Arbitration with National Contractors

24.5.1 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The 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, on the request of the applying party, 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

24.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

24.6 Alternative Arbitration Proceedings

24.6.1 Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

24.7 Failure to Comply with Arbitrator's Decision

24.7.1 The award of such Arbitrator shall be final and binding upon the parties.

24.7.2 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

24.8 Contract operations to continue

24.8.1 Notwithstanding any reference to arbitration herein,

a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
b) the Procuring Entity shall pay the Contractor any monies due the Contractor.

25. *Fraud and Corruption*

25.1 The Government requires compliance with the country's Anti-Corruption laws and its prevailing sanctions policies and procedures as set forth in the Constitution of Kenya and its Statutes.

25.2 The Procuring Entity requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. *Time Control*

26. Program

26.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

26.2 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.

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

27. *Extension of the Intended Completion Date*

27.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

27.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. *Acceleration*

28.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.

28.2 If the Contractor's priced proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

29. *Delays Ordered by the Project Manager*

29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

30. *Management Meetings*

30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

31. *Early Warning*

31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

32. Identifying Defects

32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

33. *Tests*

33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

34. *Correction of Defects*

34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

34.2 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.

35. *Uncorrected Defects*

35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

36. Contract Price[7]

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

37. *Changes in the Contract Price*[8]

37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Entity.

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

38. *Variations*

38.1 All Variations shall be included in updated Programs9 produced by the Contractor.

38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

38.3 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.

38.4 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.

38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning

38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work

38.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

a) the proposed change(s), and a description of the difference to the existing contract requirements;
b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
c) a description of any effect(s) of the change on performance/functionality.

38.8 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

a) accelerate the contract completion period; or
b) reduce the Contract Price or the life cycle costs to the Procuring Entity; or
c) improve the quality, efficiency, safety or sustainability of the Facilities; or
d) yield any other benefits to the Procuring Entity, without compromising the functionality of the

38.9 If the value engineering proposal is approved by the Procuring Entity and results in:

a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the SCC** of the reduction in the Contract Price; or
b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in
(a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

39. *Cash Flow Forecasts*

39.1 When the Program[11], is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

40. *Payment Certificates*

40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

40.3 The value of work executed shall be determined by the Project Manager.

40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed12.

40.5 The value of work executed shall include the valuation of Variations and Compensation Events.

40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

40.7 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (which would be the tender price), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: *(corrected tender price – tender price)/tender price X 100.*

41. *Payments*

41.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

42. *Compensation Events*

42.1 The following shall be Compensation Events:

d) The Procuring Entity does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.

e) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

f) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

g) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

h) The Project Manager unreasonably does not approve a subcontract to be let.

i) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

j) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons.

k) Other contractors, public authorities, utilities, or the Procuring Entity does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

l) The advance payment is delayed.

m) The effects on the Contractor of any of the Procuring Entity's Risks.

n) The Project Manager unreasonably delays issuing a Certificate of Completion.

42.2 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.

42.3 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 shall assume that the Contractor shall react competently and promptly to the event.

42.4 The Contractor shall not be entitled to compensation to the extent that the Procuring Entity's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

43. *Tax*

43.1 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 bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

44. *Currency y of Payment*

44.1 All payments under the contract shall be made in Kenya Shillings

45. *Price Adjustment*

45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC.** If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies:

$P = A + B\ Im/Io$

where:

P is the adjustment factor for the portion of the Contract Price payable.

A and B are coefficients[13] **specified in the SCC,** representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable and Im is the index prevailing at the end of the month being invoiced and IOC is the index prevailing 30 days before Bid opening for inputs payable.

45.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

46. *Retention*

46.1 The Procuring Entity shall retain from each payment due to the Contractor the proportion stated in the **SCC** until Completion of the whole of the Works.

46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

47. *Liquidated Damages*

47.1 The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

47.2 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 rates specified in GCC Sub-Clause 41.1.

48. *Bonus*

48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

49. *Advance Payment*

49.1 The Procuring Entity shall make advance payment to the Contractor of the amounts stated in the **SCC** by the date stated in the **SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variaions, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

50. *Securities*

50.1 The Performance Security shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC,** by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 day from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

51. *Day works*

51.1 If applicable, the Day works rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

51.2 All work to be paid for as Day works 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.

51.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.

52. *Cost of Repairs*

52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. *Finishing the Contract*

53. Completion

53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

54. *Taking Over*

54.1 The Procuring Entity shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

55. *Final Account*

55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 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.

56. *Operating and Maintenance Manuals*

56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

57. *Termination*

57.1 The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

57.2 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 Procuring Entity or the Contractor is made 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 Procuring Entity to the Contractor within 84 days of the date of the Project Manager's certificate;

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;

g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or

h) if the Contractor, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

57.3 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.

57.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

58. *Payment upon Termination*

58.1 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 less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as specified in the SCC. Additional Liquidated

Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

58.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

59. *Property*

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Contractor's default.

60. *Release from Performance*

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity 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 and for any work carried out afterwards to which a commitment was made

A. General	
GCC 1.1 (r)	The Procuring Entity is: NG-CDF EMURUA DIKIRR The Intended Completion date for the whole of the works shall be; **1 Months**
GCC 1.1 (v)	**from the date of contract signing** The Project Manager is:
GCC 1.1 (y)	County Works Office Department of Public Works, P.O Box 82-20401 Chebunyo Email: **The site is located at Emurua Dikirr constituency Transmara East Sub-County**
~~GCC 1.1 (aa)~~	The Start date shall be **agreed with the Project Manager but not later than 7 days**
GCC 1.1 (dd)	**after signing of the contract/handing over of site- whichever comes first.** The Works consist of:
GCC 1.1 (hh)	Construction of a one (1) number classroom Sectional Completions are **Not Applicable** **The Project Manager may delegate any of his duties and responsibilities**
GCC 2.2	Schedule of Contractors: **Not Applicable**
GCC 5.1	
GCC 8.1	
GCC 9.1	**Key Personnel** GCC 9.1 is replaced with the following: 9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. [insert the name/s of each Key Personnel agreed by the Procuring Entity prior to Contract signature.]

GCC 13.1	The minimum insurance amounts and deductibles shall be: **Contractor's all risk Policy** (a) for loss or damage to the Works, Plant and Materials: (b) For loss or damage to Equipment: **(c)** for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: **Contractor's all risk Policy** (d) for personal injury or death: **(i)**of the Contractor's employees: **Contractor's all risk Policy** of other people: **Contractor's all risk Policy**
GCC 14.1	Site Data are: **Applicable**
GCC 16	Completion Time: **One Months form the date of contract signing**
GCC 20.1	The Site Possession Date(s) shall be: **To be agreed with Project Manager**
GCC 23.1 &	Appointing Authority for the Adjudicator*:* **Chartered Institute of Arbitrators (CIArb) Kenyan Chapter, AAK,IEK or IQSK**

GCC 23.2	
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: **As per the standard fees of the proposed bodies above of the Appointing Authority.**

I B. Time Control

GCC 26.1	The Contractor shall submit for approval a Program for the Works within **Two (2)** days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is **Thirty (30)** days. The amount to be withheld for late submission of an updated Program is **Not Applicable.**

I C. Quality Control

GCC 34.1	The Defects Liability Period is: **180 days**.

I D. Cost Control

GCC 38.7	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be; **Not Applicable**
GCC 44.1	The currency of the Procuring Entity's Country is: **Kenya Shillings**
GCC 45.1	The Contract **is not** subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients **does not** apply. The coefficients for adjustment of prices are: (a) 0% percent nonadjustable element (coefficient A). (b) 0% percent adjustable element (coefficient B). *(c)* The Index I for shall be: Not Applicable.
GCC 46.1	The proportion of payments retained is: **10%**
GCC 47.1	The liquidated damages for the whole of the Works are **0.05%** per day. The maximum amount of liquidated damages for the whole of the Works is **5%** of the final Contract Price.
GCC 49.1	The Advance Payments shall be: **Not Applicable** and shall be paid to the Contractor no later than **Not Applicable**.

I E. Finishing the Contract

GCC 56.1	The date by which operating and maintenance manuals are required is: **On practical completion date** The date by which "as built" drawings are required is: **On practical completion date**
GCC 56.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is: **The Retention money.**
GCC 57.2 (g)	The maximum number of days is: **Thirty (30) Days.**
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, is **Five (5) %**

REPUBLIC OF KENYA

PROPOSED CONSTRUCTION OF ONE CLASSROOM BLOCK

AT

ASUR PRIMARY SCHOOL
P.O. BOX 119-20401,
CHEBUNYO.

BILLS OF QUANTITIES

PREPAIRED BY:
SUB-COUNTY WORKS OFFICER TRANSMARA EAST
P.O BOX 75-20401 CHEBUNYO

14 January 2026

Description	Unit	Qty	Rate	KShs
ELEMENT NO. 1				
SUBSTRUCTURES (ALL PROVISIONAL)				
Allow in the rates for excavations, for keeping all excavations free from surface water and for planking and strutting to uphold sides of excavations				
150mm Thick oversite excavation	sm	98		
Excavate foundation trenches not exceeding 1.50m deep commencing from stripped level	cm	25		
Extra over excavation for excavating in rock (all classes)	cm	3		
Disposal				
Backfilling around foundations	cm	13		
Load and cart away surplus spoil	cm	12		
Imported filling				
300mm Thick approved hardcore bed to receive concrete well compacted in 2 layers	sm	87		
50mm Thick Murram or quarry dust blinding to hardcore	sm	87		
Extra over for forming sinking in hardcore average size 300x100mm deep	lm	13		
Damp proof membranes				
500 Gauge polythene sheet laid under beds	sm	91		
Anti-termite treatment				
Chemical anti-termite treatment executed by an approved specialist under a ten-year guarantee to surfaces of blinded hardcore	sm	91		
Plain concrete (1:4:8)				
50mm thick blinding under strip footing	sm	21		
ditto column bases	sm	14		
Carried forward	KShs.			

Item	Description	Unit	Qty	Rate	KShs
	ELEMENT NO. 1				
	Brought fwd from page 1 Vibrated reinforced concrete class 20/20 in :				
A	Foundations	cm	5		
B	Column bases	cm	3		
C	Substructural columns	cm	3		
D	100mm Thick floor beds	cm	11		
E	Ramps	cm	1		
F	100mm Thick concrete 1:3:6 plinths	cm	4		
	High yield deformed steel bar reinforcement including bends, hooks,tying wire, distance blocks and spacers				
G	8mm Diameter bars	kg	91		
H	10mm Diameter bars	kg	78		
I	12mm Diameter bars	kg	124		
	BRC mesh fabric reinforcement to B.S. 4483				
J	BRC Mesh fabric reinforcement type No. A142 weighing 2.22Kg/SM in floor slab including laps Formwork to:	sm	91		
K	Sides of strip footing	sm	17		
L	Sides of column bases	sm	15		
M	sides of substructural columns	sm	14		
N	Edges of beds etc., 75 to 150mm high	lm	40		
	Natural local stone walling in cement and sand, mortar (1:4) with 26 gauge hoop iron in every alternate course				
P	200mm Thick walling	sm	40		
	Bituminous felt damp proof courses laid on and including leveling screed of cement sand mortar (1:3)				
Q	200mm Wide in walling	lm	30		
	Plinths				
R	19mm Thick cement sand (1:3) rendering to plinth walls	sm	7		
Q	Prepare and apply three coats black bituminous paint to rendered plinths externally	sm	7		
ELEMENT NO. 1 TOTAL CARRIED TO SUBSTRUCTURE SUMMARY		KSHS.			

Item	Description	Unit	Qty	Rate	KShs
	ELEMENT NO. 2				
	R.C. SUPERSTRUCTURE (ALL PROVISIONAL)				
	Vibrated reinforced concrete class 20/20				
A	Ring beams	cm	2		
	High yield deformed steel bar reinforcement to B.S. 4461				
B	8mm diameter bars	kg	70		
C	12mm diameter bars Sawn	kg	116		
	formwork to:				
D	Sides and soffites of roof ring beams	sm	20		
	Steel Columns				
E	75mm Diameter x 3mm thick x 2700m high mild steel black pipe top end with welded U-holder butt for 100x50mm wall plate (m/s) including welding on 200x200x6mm thick m/s plate,fixing 4no. hold down bolts and all necessary excavations and mass concrete 1:3:6 footing	no	5		
F	100x50mm wrot cypress timber beam	lm	10		
	Paint				
G	Touch up primer apply one undercoat and 2 coats of super gloss oil paint to metal ,girth between 200-300mm	lm	10		
ELEMENT NO. 2 TOTAL CARRIED TO R.C. SUPERSTRUCTURE SUMMARY		KSHS.			

Item	Description	Unit	Qty	Rate	KShs
	ELEMENT NO. 3				
	WALLING				
	Machine cut stone walling jointed in cement and sand mortar (1:3) with minimum crushing strength of 7.0 N/mm2				
A	200mm Thick walling	sm	78		
B	Extra over for masonry piers size 200mm thick	lm	24		
	Precast permanent ventillation blocks				
C	Pair of permanent ventilation 225×225mm thick fixed and including mosquito wire gauze.	no.	16		
D	Eaves filling to 200mm thick wall extreme height 300mm	lm	32		
ELEMENT NO.3 TOTAL CARRIEDWALLS TO SUMMARY		KSHS.			

Item	Description	Unit	Qty	Rate	KShs
	ELEMENT NO. 4				
	ROOFING				
	Roof Construction - (all provisional)				
	The following in nailed celcured sawn second grade cypress roof structures including cleats, hoisting and fixing in position approximately 3.00 Metres above existing ground level				
A	100 x 50mm Wall plates plugged	lm	25		
B	75 x 50mm Purlins	lm	108		
C	200 x 50mm Ridge boards	lm	10		
	4No Truss spanning 9 metres including hoisting approximately 3 metres from ground level				
D	100 x 50mm tie beam	lm	35		
E	100 x 50mm King posts	lm	6		
F	50 x 50mm Ties or struts	lm	12		
G	100 x 50mm Rafters	lm	60		
	Wrot cypress as described:				
H	200 x 25mm Fascia or badge boards	lm	42		
	Prepare and apply one undercoat two finishing coats of gloss oil paint to wood:-				
I	Surface between 225-300mm girth	lm	42		
	Roof Covering				
	Iron roofing sheet; 30gauge ;pre-painted Box Profile				
J	Roof covering; 150mm laps on one end and one and a half corrugation side lap; and nailing to timber purlins	sm	112		
K	Ridge or hip covering to match	lm	10		
ELEMENT NO. 4 TOTAL CARRIED TO ROOFING SUMMARY		KSHS.			

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS
	ELEMENT NO. 5 : EXTERNAL FINISHES				
	WALL FINISHES				
	Cement sand (1:3) keying				
A	Extra over stone walling for fair face and raked horizontal joints and flush pointing to vertical joints	sm	78		
	Cement sand (1:4) render				
B	19mm Thick ditto to ringbeam	sm	10		
	Prepare and apply three coats of first quality plastic emulsion paint to:-				
C	Rendered beams externally	sm	10		
	ELEMENT NO. 5 TOTAL CARRIED TO EXTERNAL FINISHES SUMMARY	KSHS.			

Item	Description	Unit	Qty	Rate	KShs
	ELEMENT NO. 6				
	INTERNAL FINISHES				
	FLOOR FINISHES				
A	Cement and sand (1:4) screed trowelled smooth to receive tiles	sm	85		
B	400 x 400mm approved coloured tiles bedded and jointed in cement and sand 1:1 and pointed in coloured cement grouting	SM	85		
C	Ditto 100mm high skirting	sm	39		
	WALL FINISHES				
	Cement and sand (1:1:6) lime plaster				
D	12mm Thick two coat plaster to stone walls	sm	78		
E	25mm Thick cement and sand plaster chalkboard finished smooth with steel trowel	sm	5		
	Prepare and apply three coats of silk vinyl paint to:				
F	Plastered walls	sm	78		
	Prepare and apply three coats of first quality black bitumastic paint to:-				
G	Chalkboard	sm	5		
	CEILLING FINISHES				
	Extra over softboard ceiling including 50x50 & 75 x 50mm intermediate brandering @ 600mm centres to ceiling				
H	Soffits	sm	0		
	Cornice				
J	50 x 50mm cornice: one rounded junction with wall finish: one coved junction with ceiling finish: counter sinking and flush pellating	lm	0		
	Prepare surfaces and apply undercoat and two finishing coats silk vinyl emulsion paint as " Crown Paints" or other equal approved on gypsum ceiling surfaces: to				
K	Soffits	sm	0		
L	Surfaces over 100 mm but not exceeding 200 mm girth: Cornice	lm	0		
ELEMENT NO. 6 TOTAL CARRIED TO INTERNAL FINISHES SUMMARY		KSHS.			

Item	Description	Unit	Qty	Rate	KShs
	ELEMENT NO. 7				
	WINDOWS				
	Purpose made mild steel casement windows neat cut and welded; all welds ground smooth and to even surfaces; comprising 25x25x3mm Z and T section framing, transomes, mullions etc; complete with handles, stays and all other necessary ironmongery; one coat red lead oxide primer by manufacturer; cutting and pinning lugs to concrete or masonry jambs, head and cill; bedding in cement sand (1:3) mortar; pointing all round frames easing,oiling and adjusting opening lights on completion.				
A	Window type W1 overall size 1500 x 1200mm high; 2no. Side openable lights each size 400x900mm high, 2no.middle fixed lights each size 350x900mm high and 1no.top fixed lights size 1500x300mm high	no	4		
B	Window type W2 overall size 1500 x 900mm; 2no top openable lights each size 500x600mm high,3no bottom fixed lights and 1no middle fixed light both size 500x600mm high	no	3		
	4mm clear glass and glazing to metal frame with putty				
C	In panes over 0.10 but not exceeding 0.50 square meters	sm	11		
	Painting and Decorating				
	Prepare and touch up primer, apply one undercoat and two finishing coats gloss paint; on metal				
D	Surfaces of casement windows (measured both sides)	sm	21		
ELEMENT NO. 7 CARRIED TO WINDOWS SUMMARY		KSHS.			

Item	Description	Unit	Qty	Rate	KShs
	ELEMENT NO. 8 DOORS Mild steel casement doors; 50x50x3mm thick frame plugged to block work with 100mm long fishtailed 25x25x2mm thick angle section frames at 300mm centres both sides, angles cut, mitred and welded; panels in filled with 4mm thick glazing at top panel and 16 gauge black sheet panel at both middle and bottom panels as detailed in the drawing, one coat manufacturer's primer, complete with all necessary ironmongery; all welding ground to smooth finish				
A	Double door with equal leaves1500 x 2700mm high incluing 3 pairs 10mm long purpose made hinges; 2no. 400mm tower bolts; and 1no. 300mm D handle	no	1		
	Painting and Decorating				
B	Touch up primer, prepare and apply two undercoats and one finishing coat of matt oil paint to surfaces of metal doors (both sides measured overall)	sm	8		
ELEMENT NO. 8 TOTAL CARRIED TO DOORS SUMMARY		KSHS.			

Item	Description	Unit	Qty	Rate	KShs
	ELEMENT NO. 9 ELECTRICAL WORKS				
	Electrical Installations				
	Final sub-circuits complete with accessories and fittings as detailed below and in the drawing wired in 20 mm diameter conduits concealed in the ceiling				
A	Light points,wired in 3 x 1.5mm sq single core cables for one/two way switching	no	3		
B	13A twin power points,wired in 3 x 2.5mm sq single core cables in ring circuit enclosed and concealed in conduits	no	1		
C	Cable glands and shroud for terminating 4C m10mm cable	no	2		
E	10A SP MCB,15KA (Class A MCB) as Schneider	no	1		
F	32A SP MCB,15KA (Class A MCB) as Schneider	no	1		
G	Blanking Covers for Cus	no	2		
	LIGHT FITTINGS AND ACCESSORIES				
	Supply and install lighting control accessories,lightfittings,power point accessories & equipment as shown in the drawings complete with associated wiring terminations & fixing materials				
H	6A three gang two way switch as Crabtree	no	1		
I	36W,2x1200mm water proof fluorescent fitting as THORN CAT NO.LUES 236 with electronic balast and T5 tube.	no	3		
K	13 amps twin switched socket outlet plate and as Crabtree Cat No.9567/Lx2 or equivalent and approved	no	1		
	Additional Builders Works in Connection with electrical installations				
A	13A twin power points	no	1		
B	Consumer unit	no	1		
C	Switch	no	1		
ELEMENT NO. 10 TOTAL CARRIED TOELECTRICAL WORKS SUMMARY		KSHS.			

	SECTION SUMMARY		

	ELEMENT NO. NAME	PAGE	KSHS
1	Substructures (All provisional)	2	
2	R.C Superstructure	3	
3	Walling and partitions	4	
4	Roofing	5	
5	External finishes	6	
6	Internal finishes	7	
7	Windows	8	
8	Doors	9	
9	Electrical Installations	10	
TOTAL COST FOR BULIDERS WORK CARRIED TO GRAND SUMMARY		KSHS.	

Item	Description	Unit	Qty	Rate	KShs
	PROVISIONAL SUMS The following provisonal items shall be measured on completion of the works and priced in accordance with rates contained in this bills of quantities or pro - rata therefore or deducted in whole if not required.				
A	Provide kenya shillings twenty thousand (kshs. 25,000.00) only for project administration.	SUM			25,000
B	Provide kenya shillings five thousand (Kshs. 5,000.00) only for branding.	SUM			5,000
TOTAL COST FOR PROVISIONAL SUMS CARRIED TO GRAND SUMMARY		KSHS.			30,000

ITEM	DESCRIPTION	TENDER AMOUNT Kshs	OFFICIAL USE ONLY
1	BUILDER'S WORK FROM PAGE 11		
2	PROVISIONAL SUM FROM PAGE 12		
	SUB- TOTAL	30,000.00	
	ADD 16%VAT		
	TOTAL COST FOR ONE CLASSROOM CARRIED TO FORM OF TENDER		

Amount of tender in words: Kenya Shilling ……..

……Tenders signature and stamp……..

Address ……..

Date: ……..

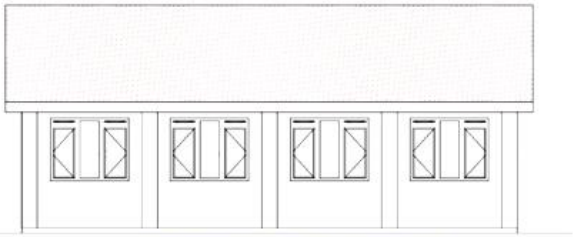
Witness Name and Signature: ……

Description: ……

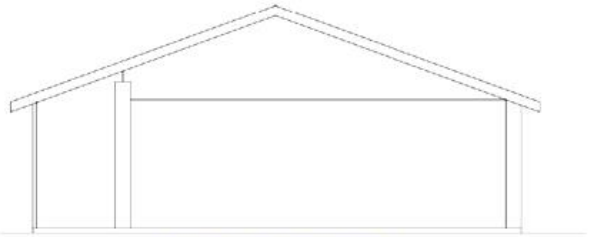
Adress: ……

Date:……

MAIN SUMMARY

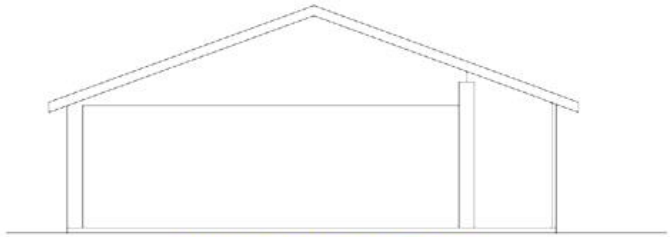


NORTH ELEVATION

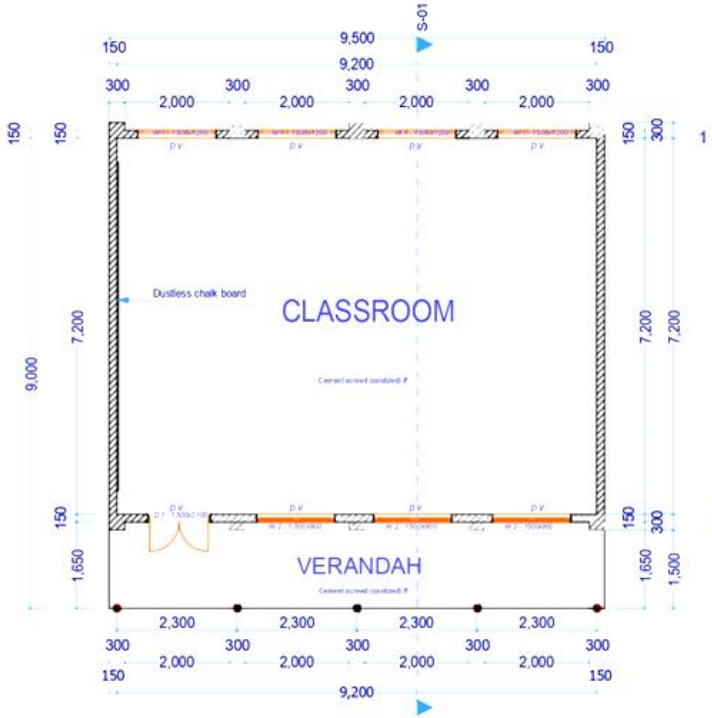


EAST ELEVATION

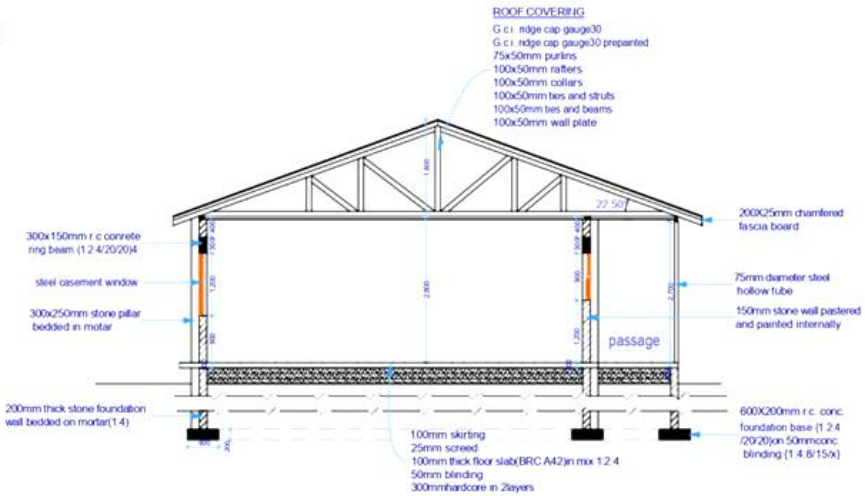
SOUTH ELEVATION



WEST ELEVATION



FLOOR PLAN LAYOUT



SECTION 01-01

NOTES

1]All dimensions are in millimetres unless stated
2]Depth of foundation to be determined on site
3]Permanent vent to be placed above doors and windows
4] Hardcore filling to be compacted well in two layers
5] Hoop iron to be provided in every altrnate stone course

REVISIONS

Project:

PROPOSED TYPICAL CLASSROOM

Drawing Title:

GROUND FLOOR PLAN
ELEVATIONS
SECTIONS

Client:

NG - CDF EMURUA DIKIRR CINSTITUENCY
P.O. BOX 119-20401
CHEBUNYO

Approved:

	NAME	SIGNATURE	DATE
DRAWN	E.K.N.		
CHECKED	E.K.NGETICH		
SCALE	1:100		

DEPARTMENT OF PUBLIC WORKS
TRANSMARA EAST SUB-COUNTY
FOR THE GOVERMENT OF REPUBLIC OF KENYA