

**NATIONAL GOVERNMENT CONSTITUENCY
DEVELOPMENT FUND**



MWEA NG-CDF

BILL OF QUANTITIES

FOR

THE PROPOSED CONSTRUCTION OF KIUMBU

ASSISTANT CHIEF'S OFFICE

IN

MWEA-EAST SUB-COUNTY.

TENDER NUMBER: NG-CDF/MWEA/020/2025-2026.

BILL OF QUANTITIES.

ISSUED BY; -
CLERK OF WORKS,
NATIONAL GOVERNMENT CONSTITUENCY
DEVELOPMENT FUND - MWEA
P.O BOX 99-10303,
WANG'URU.

CLIENT
THE ASSISTANT CHIEF,
KIUMBU SUB- LOCATION.
P.O BOX
.....

AUG 2026.

PREAMBLES AND PRICING NOTES

A. GENERALLY

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

B. MANUFACTURERS' NAMES

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

C.

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

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

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

D. CARPENTRY

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

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

Prices must also include for all nails and fasteners.

A. JOINERY

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

Plugging shall be carried out by drilling walling or concrete with masonry and chisel will not be allowed.

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

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

B. IRON MONGERY

Iron mongery shall be specified in the Bills of Quantities or equal and approved.

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

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

C. STRUCTURAL STEELWORK

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

A. PLASTERWORK AND OTHER FINISHES

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

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

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

B. GLAZING

Where polished plate glass is specified, this refers to general glazing quality.

Prices for glazing shall include for priming of rebates before placing putty.

The Contractor will be responsible for replacing any broken or scratched glass and handing over in perfect condition.

C. PAINTING

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

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

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STANDARD TENDER DOCUMENT

FOR

PROCUREMENT OF WORKS

(BUILDING AND ASSOCIATED CIVIL ENGINEERING WORKS)

INTRODUCTION

1.1

This standard tender document for procurement of works has been prepared for use by procuring entities in Kenya in the procurement of works (i.e. Buildings and associated Civil Engineering Works).

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

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

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

1.3

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

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

1.4 The cover of the document shall be modified to include:-

I. Tender number.

II. Tender name.

III. Name of procuring entity.

IV. Delete name and address of PPOA.

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SECTION I: INVITATION FOR TENDER.

19/08/2026

PROCURING ENTITY: NATIONAL GOVERNMENT CONSTITUENCY DEVELOPMENT FUND MWEA
CONSTITUENCY

P.O BOX 99-10303 WANG'URU.

CONTRACT NAME AND DESCRIPTION: PROPOSED CONSTRUCTION OF KIUMBU ASSISTANT CHIEF'S OFFICE IN MWEA EAST SUB-COUNTY.

TENDER REFERENCE NO: NG-CDF/MWEA/020/2025-2026.

The NG-CDF MWEA CONSTITUENCY invites sealed tenders for the PROPOSED CONSTRUCTION OF KIUMBU ASSISTANT CHIEF'S OFFICE IN MWEA EAST SUB-COUNTY.

Tendering will be conducted under open competitive method (National) using a standardized tender document. Tendering is open to all.

1. Qualified and interested tenderers may obtain further information and inspect the tender documents during office hours 0800 to 1700 hours at the address given below.
2. Tender documents shall be quoted in Kenya Shillings and shall include all taxes and delivery costs. Tenders shall remain valid for 120 days from the date of opening of tenders or as indicated in the advertisement.
3. Tender must be accompanied by duly filled, signed and stamped tender securing declaration form.
4. Completed tenders must be delivered to the address below on or before as indicated in the tender invitation. Electronic tenders will not be permitted.
5. Tenders will be opened immediately after the deadline date and time specified. Tenders will be publicly opened in the presence of the tenderer's designated representatives who choose to attend at the address below.
6. Late tenders will be rejected.
7. Complete tender documents, enclosed in plain sealed envelopes marked with Tender Number/Tender Description shall be addressed to;

THE FUND MANAGER,

NG-CDF MWEA CONSTITUENCY

P.O BOX 99-10303 WANG'URU.

And be deposited in the tender box at the MWEA NG-CDF offices in Wang'uru on or before 26th of Aug 2026 at 10:00 Am.

SECTION II

INSTRUCTIONS TO TENDERERS

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SECTION II: INSTRUCTIONS TO TENDERERS.

1. General/Eligibility/Qualifications/Joint venture/Cost of tendering

1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful tenderer will be expected to complete the works by the intended completion date specified in the tender documents.

1.2 All tenderers shall provide in the Qualification Information, a statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or has not been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender.

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

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

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

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

(b) Total monetary value of construction work performed for each of the last five years:

(c) Experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and names and addresses of clients who may be contacted for further information on these contracts;

(d) Major items of construction equipment proposed to carry out the Contract and an undertaking that they will be available for the Contract.

- (e) Qualifications and experience of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract.
- (f) Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the past five years;
- (g) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) Authority to seek references from the tenderer's bankers;
- (i) Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and
- (j) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

1.6 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated:

- (a) The tender shall include all the information listed in clause 1.5 above for each joint venture partner;
- (b) The tender shall be signed so as to be legally binding on all partners;
- (c) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (d) One of the partners will be nominated as being in charge, authorized incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; and
- (e) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

1.7 To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria;

- (a) Annual volume of construction work of at least 2.5 times the estimated annual cash flow for the Contract;
- (b) Experience as main contractor in the construction of at least two works of a nature and complexity equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete);
- (c) Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works.
- (d) A contract manager with at least five years' experience in works of an equivalent nature and volume, including no less than three years as manager, and

(e) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 4 months of the estimated payment flow under this Contract.

1.8 The figures for each of the partners of a joint venture shall be added together to determine the tenderer's compliance with the minimum qualifying criteria of clause 1.7 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 1.7 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's tender. Subcontractors' experience and resources will not be taken into account in determining the tenderer's compliance with the qualifying criteria, unless otherwise stated.

1.9 Each tenderer shall submit only one tender, either individually or as a partner in a joint venture. A tenderer who submits or participates in more than one tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the tenderer's participation to be disqualified.

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

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

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

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

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

2. Tender Documents

2.1 The complete set of tender documents comprises the documents listed below and any addenda issued in accordance with Clause 2.4.

(a) These Instructions to Tenderers

(b) Appendix to Instructions to Tenderers

(c) Form of Tender and Qualification Information

(d) Conditions of Contract

(c) Appendix to Conditions of Contract

(1) Specifications

(g) Drawings

(h) Bills of Quantities

(i) Standard Forms

2.2 Specifications in the tender documents. Failure to furnish all information required by the tender documents, or submission of a tender not substantially responsive to the tendering documents in every respect will be at the tenderer's risk and may result in rejection of his tender.

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

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

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

3. Preparation of Tenders

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

3.2 The tender submitted by the tenderer shall comprise the following:

(a) These Instructions to Tenderers

(b) Appendix to Instructions to tenderers

(c) Form of Tender

(d) Conditions of Contract

(c) Appendix to Conditions of Contract

(D) Specifications;

- (g) Tender Security;
- (h) Priced Bill of Quantities;
- (i) Qualification Information Forms and Documents;
- (j) Alternative offers where invited; and
- (k) Any other materials required to be completed and submitted by the tenderers.

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

3.4 The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.

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

3.6 Tenders shall remain valid for a period of sixty (60) days from the date of submission. However, in exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing. A tenderer may refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with Clause 3.7 - 3.11 in all respects.

3.7 The tenderer shall furnish, as part of the tender, a Tender Security in the amount and form specified in the appendix to invitation to tenderers. This shall be in the amount not exceeding 2 percent of the tender price

3.8 The format of the Tender Security should be in accordance with the form of Tender Security included in Section G - Standard forms or any other form acceptable to the Employer. Tender Security shall be valid for 30 days beyond the validity of the tender.

3.9 Any tender not accompanied by an acceptable Tender Security shall be rejected. The Tender Security of a joint venture must define as "Tenderer" all joint venture partners and list them in the following manner: a joint venture consisting of ".....", ".....", and ".....".

3.10 The Tender Securities of unsuccessful tenderers will be returned within 28 days of the end of the tender validity period specified in Clause 3.6.

3.11 tenderer has signed the Contract Agreement and furnished the required Performance Security.

3.12 The Tender Security may be forfeited

- (a) if the tenderer withdraws the tender after tender opening during the period of tender validity;
- (b) if the tenderer does not accept the correction of the tender price, pursuant to Clause 5.7;
- (c) in the case of a successful tenderer, if the tenderer fails within the specified time limit to
 - (i) sign the Agreement, or
 - (ii) furnish the required Performance Security.

3.13 Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. Alternatives will not be considered, unless specifically allowed in the invitation to tender. If so allowed, tenderers wishing to offer technical alternatives to the requirements of the tendering documents must also submit a tender that complies with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. In addition to submitting the basic tender, the tenderer shall provide all information necessary for a complete evaluation of the alternative, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tender conforming to the basic technical requirements shall be considered.

3.14 The tenderer shall prepare one original of the documents comprising the tender documents as described in Clause 3.2 of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked "ORIGINAL". In addition, the tenderer shall submit a copy of the tender, in the number specified in the invitation to tender, and clearly marked as "COPY". In the event of discrepancy between them, the original shall prevail.

3.15 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the tenderer, pursuant to Clause 1.5 (a) or 1.6(b), as the case may be. All pages of the tender where alterations or additions have been made shall be initialled by the person or persons signing the tender.

3.16 the procuring entity not later than 7 days prior to the deadline for submission of tenders.

3.17 within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

3.18 The tender security shall be in the amount of 0.5-2 per cent of the tender price.

4. Submission of Tenders

4.1 The tenderer shall seal the original and copy of the tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPY" as appropriate. The inner and outer envelopes shall:

- (a) be addressed to the Employer at the address provided in the invitation to tender;
- (b) bear the name and identification number of the Contract as defined in the invitation to tender; and
- (c) provide a warning not to open before the specified time and date for tender opening.

4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender. However, the Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Sub-Clause 2.5 in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.

4.3 Any tender received after the deadline prescribed in clause 4.2 will be returned to the tenderer un-opened.

4.4 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 4.2. Each tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 3.13 and 4.1, with the outer and inner envelopes additionally marked "MODIFICATION" and "WITHDRAWAL", as appropriate. No tender may be modified after the deadline for submission of tenders.

4.5 Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified in the invitation to tender or as extended pursuant to Clause 3.6 may result in the forfeiture of the Tender Security pursuant to Clause 3.11.

4.6 tenders by submitting tender modifications in accordance with Clause 4.4 or be included in the original tender submission.

5. Tender Opening and Evaluation

5.1 The tenders will be opened by the Employer, including modifications made choose to attend at the time and in the place specified in the invitation to first. Tenderers' and Employer's representatives who are present during the opening shall sign a register evidencing their attendance.

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

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

5.4 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may ask any tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance with Clause 5.7.

5.5 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender

(a) meets the eligibility criteria defined in Clause 1.7; (b) has been properly signed;

(c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the tendering documents, the Employer's rights or the tenderer's obligations under the Contract; or (c)

whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

5.6 If a tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

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

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

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

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

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

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

(1) the amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 3.11.

5.8 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 5.5.

5.9 In evaluating the tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:

(a) making any correction for errors pursuant to clause 5.7;

(b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day works where priced competitively.

(c) deviations, or alternative offers submitted in accordance with clause 3.12;and

(d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with clause 4.6

5.10 alternative offer. Variations, deviations, and alternative offers and other otherwise result in unsolicited benefits for the Employer will not be taken into account in tender evaluation.

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

5.12 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a non-indigenous sub-contractor.

6. Award of Contract

6.1 Subject to Clause 6.2, the award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such tenderer has been determined to be (a) eligible in accordance with the provision of Clauses 1.2, and (b) qualified in accordance with the provisions of clause 1.7 and 1.8.

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

6.3 The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum (hereinafter and in all Contract documents called the "Contract Price") that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. At the same time the other tenderers shall be informed that their tenders have not been successful. The contract shall be formed on the parties signing the contract.

6.4 The Agreement will incorporate all agreements between the Employer and the successful tenderer. Within 14 days of receipt the successful tenderer will sign the Agreement and return it to the Employer.

6.5 Within 21 days after receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in the amount stipulated in the Appendix to Conditions of Contract and in the form stipulated in the Tender documents. The Performance Security shall be in the amount and specified form

6.6 Failure of the successful tenderer to comply with the requirements of clause 6.5 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.

6.7 Upon the furnishing by the successful tenderer of the Performance Security, the Employer will promptly notify the other tenderers that their tenders have been unsuccessful:

6.8 Preference where allowed in the evaluation of tenders shall not be allowed for contracts not exceeding one year (12 months)

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

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

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

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

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

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

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

6.16 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

7. Corrupt and Fraudulent practices

7.1 The procuring entity requires that tenderers observe the highest standards of shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

CRITERIA _____

SECTION A: 1. APPENDIX TO INSTRUCTIONS TO TENDERERS AND EVALUATION CRITERIA

Appendix to Instructions to Tenderers/General information

The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

ITEM	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A1	The Employer/the procuring entity is: NG-CDF MWEA CONSTITUENCY.
A2	The tender is restricted to pre-qualified firms registered under NCA 8 Building Construction Services and above.
A3	The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities.
A4	Price shall be FIXED and quoted in Kenya shillings only
A5	Tenders shall remain valid for a period of One Twenty (120) days from the date of opening.
A6	Tender security required is of Non Conditional Bid Bond Equivalent to 2% of the Total Contract Price from Institutions approved by Public Procurement Regulatory Authority (PPRA).
A7	Time for Completion of Works is- Within the main contract period.
A8	Tender reference must be quoted on the envelope.
A9	The Tender opening shall take place at: NG-CDF MWEA OFFICE Boardroom on Date: 05/04/2024 ; at Time: 10.00AM
A10	Only additional information requested by the Employer shall be supplied by the Bidder.

All	The Read out price at tender opening shall be absolute and no changes whatsoever shall be permitted.
A12	Evaluation of the tenders shall be done using the criteria set out in this document.
A13	The Preliminary evaluation shall be mandatory: The evaluation shall adopt YES/ No Approach. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further. Bidders must submit the mandatory documents indicated in under the Preliminary Evaluation Requirements
A14	Tenders shall be evaluated and the Award Criteria shall be on the basis of the Technically qualified and lowest evaluated responsive tender price.
A15	The successful bidder shall be expected to provide a Performance Security of 5% of the contract value reputable bank in Kenya or equivalent.

SECTION A.2: EVALUATION PROCESS/EVALUATION CRITERIA

STAGE A.2.1: PRELIMINARY EVALUATION-MANDATORY REQUIREMENTS

No.	Parameters/ Requirements	Complied/ Not Complied
M1	Form of Tender shall be duly filled, signed and stamped by an individual entrusted with the powers of attorney.	
M2	Duly filled, signed and stamped confidential business questionnaire in the format provided	
M3	Must fill the price schedule/BoQs in the format provided. All entries must be typed or written in ink, Mistakes should be crossed out and corrections made and initialed by the persons signing the tender.	
M4	Must ensure that the submitted bid documents are duly serialized / paginated on each page, well bound and intact.	
M5	Must provide Name, Address and Telephone of bidder's Bankers	
M6	Must provide a schedule of works of a similar nature undertaken within the past five years and details of completed and ongoing projects each valued at not less than KSh. 1,000,000.00(Kenya Shillings One Million-Full Contract) in the format provided under Standard Forms, Qualification Information, Page SF-13, Item 1.3.	
M7	Current License by the NCA in the relevant Works categories - Building Construction Services- Categories 8 and Above.	
M8	Copy of Certificate of Registration/Incorporation/ Business Name	
M9	Copy of recent CR12 Form (12 Months) from the Registrar of Companies	
M10	Duly filled, signed and stamped Form of Power of Attorney provided	
M11	Copy of Current/Valid Tax Compliance certificate issued by the Kenya Revenue Authority (will be checked with KRA TCC.)	

M12	Duly filled,signed and stamped Self-Declaration Forms (r62) provided	
M13	Duly filled, signed and stamped Tender Securing Declaration Form provided.	
M14	Copies of Audited Financial Accounts for the last three (3) financial years duly signed and stamped by a Certified Public Accountant	
M15	Copies of Academic/Technical/Professional Certificates	
M16	Copies of Assets Ownership documents eg. Log books,Lease Agreements,Titles,etc	

The tenderers who do not satisfy any of the above mandatory requirements shall be considered Non-Responsive and their tenders will not be evaluated further.

Responsive Tenders will proceed to the Technical Evaluation Stage 2 (Two).

STAGE 2: TECHNICAL EVALUATION

The tender document shall be examined based on clause 2.2 of the Instruction to Tenderers which states as follows:

In accordance with clause 2.2 of Instruction to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility under sub clause 2.1 of Instructions to Tenderers and their capability and adequacy of resources to effectively carry out the subject contract.

In order to comply with provisions of clause 2.2 of Instruction to Tenderers, the tenderers shall be required;

a) To fill the Standard Forms provided in the bid document for the purposes of providing the required information. The tenderers may also attach the required information if they so desire; Copies of documentary evidence attached must be certified (signed and stamped) by a commissioner of oaths/advocate registered and licensed to practice in Kenya.

b) On compliance with Technical Specifications, bidders shall supply equipment/items which comply with the technical specifications set out in the bid document. In this regard, the bidders will be required to submit relevant technical brochures/catalogues with the tender document, highlighting (using a mark-pen or highlighter) the Catalogue Number/Model of the proposed items. Such brochures/catalogues should indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following:

- (i) Standards of manufacture;
- (ii) Performance ratings/characteristics;
- (iii) Material of manufacture;
- (iv) Electrical power ratings; and
- (v) All other requirements as indicated in the technical specifications of the bid.
- (vi)

The award of points considered in this section shall be as shown below:

PARAMETER	MAXIMUM POINTS
i. Experience as Contractor(s) for the Proposed Works	20
ii. Qualifications and Experiences of Key Technical Personnel.....	20

iii. Contractors' Transport and Equipment	20
iv. Sound Financial Capacity	20
V. Statements of Eligibility compliances.....	5
vi. Contractor's Banker's Details - Name, Address,Telephone.	5
vii. Proof of availability of Working Office.	5
viii. Tender Document and Neatness Presentation.....	5
TOTAL.....	100

The pass-mark under the Technical Evaluation is 70 percent.

NO.	CRITERIA	MAX POINTS
1.	Experience as Building Works Contractor in the works of a similar nature within the past five years and details of completed and ongoing projects each valued at not less than KSh. 1.0 Million) Present in a tabular format and attach documentary evidence i.e. Client Reference Letters, Certificates of Practical Completion, Handing Over and or Occupation for the respective projects. (For a project to qualify it must be at least 70% complete) For projects that are not completed, letters of reference from respective Architects and Clients and endorsed by a commissioner of oaths/advocate registered in Kenya must be provided <u>1. Schedule of Completed Projects (Maximum 5)</u> Excess in nature, complexity/magnitude and value 15 · Similar in nature, complexity/magnitude and value 12 · Similar in nature, complexity/magnitude but Low value 8 · Similar in nature but low in complexity/magnitude and value 4 · None of similar nature 2 <u>2. Names and contact details of Post Qualification Referees.</u> · Five (5) Clients and Above 5 · Four (4) Clients 4 · Three (3) Clients 3 · Two (2) Clients 2 One (1) Client 1	15 5
	Total For Experience as Contractors in similar works	20

2	Qualifications and Experiences of Key Technical Staff proposed for the project and an undertaking that they shall be available in the contract. Provide employment/appointment letters, contracts of the key personnel including length of service and termination dates, CV, Academic and professional certificates and evidence of registration with relevant professional bodies and telephone contacts. <u>1. Director of the Contracting Firm.</u> · Holder of degree in Construction Related field -6 · Holder of diploma in Construction Related field.....5 · Holder of certificate in Construction Related field---..... 4 · Holder of at least Degree in other non-related field---.....3 · Holder of at least Diploma in other non-related field 2 · Holder of at least Certificate in other non-related field----...----- 1 · Not Qualified in any field.....0	6
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	2. <u>Building Works Personnel.</u> a) At least INo. Degree holder of in Architecture, Quantity Surveying, Civil/Structural Engineering and/or Construction Management 1 ·With over 10 years relevant experience-- 4 ·With over 5 years relevant experience---- 2 ·With under 5 years relevant experience-- 1 b) At least INo. Diploma holder of Relevant field 1 ·With over 10 years relevant experience 3 ·With over 5 years relevant experience 2 ·With under 5 years relevant experience--- 1 c) Certificate in Relevant field..... 1 ·With over 10 years relevant experience--- 2 ·With over 5 years relevant experience---- 1 ·With under 5 years relevant experience--- 0.5 d) Artisan/Grade test in Elec Relevant field 1 ·With over 10 years relevant experience---- 1 ·With under 10 years relevant experience--- 0.5 ·Non skilled with over 10 years relevant experience---- 0	5 4 3 2
	Total for Qualifications and Experiences of Key Technical Personnel	20

3	Schedules of contractors' equipment and transport. Major items of construction transport and equipment proposed to carry out the Contract (Owned,leased (Submit Evidence of Ownership/Leasing (Mandatory) e.g.vehicle log books, equipment purchase receipts or lease agreements or any other acceptable documentary evidence) and an undertaking that they will be available for the Contract i.e. i. Relevant Transport (Vehicles-Car, Truck, Pick-ups, Canter, etc.) ·Means of transport - Owned---.....12 ·Means of Transport-Leased/hired---8 ·No means of transport..... 4 Max 3 marks for each item. ii. Relevant Key Equipment and Tools - Max 4 No. Items Relevant Equipment Owned.....8 ·Relevant Equipment leased/hired 4 ·No Relevant Equipment..... 0	12 8
	Total for Contractor's Transport and Equipment Available for Works	20

4	Demonstrate current soundness of the applicants financial position and its prospective long term profitability a. Audited financial report (last 3 years as described) ·Average Annual Turn-over equal to or more project cost 3 ·Average Annual Turn-over 50% to 99% project cost of--- 2 ·Average Annual Turn-over 49% and below project cost-- 1 b. Evidence of Financial Resources (cash in hand,lines of credit,over draft facility etc.) ·Has financial resources to finance the projected monthly cash flow* for three months-----11 Has financial resources equal to the projected monthly cash flow* 8 ·Has financial resources less the projected monthly cash flow*4 ·Has not indicated sources of financial resources--- 0	9 11
	Total for Contractor's Financial Capacity	20
5	Submit Statements/Declarations for Compliances with: Clause 1.2 of ITT 1 Clause 1.3 of ITT 2 Clause 1.5(h&i) of ITT 2	
	Total for Submission of Statements of Compliances/Declarations	5

6.	Provide Name, Address and Telephone of Contractor's Bankers Provided 5 Not provided..... 0	
	Total for Contractor's Banker's details and contacts	5
7.	Neatness of documents as per Tender Format -1 mark for each parameter. Proper binding and paginating of all document without any breaks Clarity of information Proper labelling of contents	5

	Proper referencing of contents Relevance of attached documents in conformity with the requested information in tender document	
8.	Proof of availability of working office with functionalities (attach proof of location/physical address; utility bills, rent, lease valid agreements etc)	5
	TOTAL	100

*Monthly Cash Flow=Tender Sum/Contract Period

Toral marks are 100%. Minimum Qualifying Mark = 70%. Only those bidders who obtain the mandatory cut off point shall be considered for the Financial Evaluation stage.

The Employer may verify all information submitted. Any form of forgery or misinformation from the bidder shall lead to cancellation of the bid/award.

STAGE 3.FINANCIAL EVALUATION

Upon completion of the preliminary evaluation as outlined above, a detailed financial evaluation shall follow.

The evaluation shall be in three stages

- a) Determination of Arithmetic errors
- b) Comparison of Rates; and
- c) Consistency of the Rates.

A). Determination of Arithmetic Errors

Arithmetic Errors will be corrected by the Procuring Entity as follows:

- a. In the event of a discrepancy between the tender amount as stated in the form of Tender and the corrected tender figure in the Main summary of the Bills of Quantities, the amount as stated in the Form of Tender shall prevail. Pursuant to Section 82 of the Public Procurement and Asset Disposal Act 2015, the tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity;
- b. Error correction factor shall be computed by expressing the difference between the amount and the corrected tender sum as a percentage of the corrected contract works (i.e. corrected tender sum less P.C; and Provisional Sums);
- c. The Error correction factor shall be applied to all contract works (as a rebate or addition as the case may be for the purposes of valuations for Interim Certificates and valuation of variations.

B).Comparison of Rates.

Items that are underpriced or overpriced may indicate potential for non-delivery and front loading respectively. The committee shall promptly write to the tenderer asking for detailed breakdown of costs for any of the quoted items, relationship between those prices, proposed construction/installation methods and schedules.

The evaluation committee shall evaluate the responses and make an appropriate recommendation to the procuring entity giving necessary evidence. Such recommendations may include but not limited to:

- a. Recommend no adverse action to the tenderer after a convincing response;
- b. Employer requiring that the amount of the performance bond be raised at the expense of the successful tenderer to a level sufficient to protect the employer against potential financial losses;

demonstrable evidence that the scope, quality, completion timing, administration of the employer or the tenderers obligations would be limited in a substantial way.

C) Consistency of the Rates

The evaluation committee will compare the consistency of rates for similar items and note all inconsistencies of the rates for similar items.

STAGE 3 - RECOMMENDATION FOR AWARD

The successful bidder shall be the tenderer with the lowest evaluated tender price.

SECTION IV:CONDITIONS OF CONTRACT

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1. Definitions CONDITIONS OF CONTRACT

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

"Bill of Quantities" means the priced and completed Bill of Quantities forming part of the tender.

"Compensation Events" are those defined in Clause 24 hereunder.

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

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

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

"The Contractor's Tender" is the completed tendering document submitted by the Contractor to the Employer.

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

"Days" are calendar days; "Months" are calendar months.

"A Defect" is any part of the Works not completed in accordance with the Contract.

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

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

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

"Day-works" are Work inputs subject to payment on a time basis for labour and the associated materials and plant.

"Employer", or the "Procuring entity" as defined in the Public Procurement Regulations (i.e. Central or Local Government administration, Universities,

Public Institutions and Corporations, etc) is the party who employs the Contractor to carry out the Works.

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Interpretation

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

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

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

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

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

3. Language and Law

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

4 Project Manager's Decisions

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

5 Delegation

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

6 Communications

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

7 Subcontracting

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

8 Other Contractors

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

9 Personnel

9.1 The Contractor shall employ the key personnel named in the Qualification Information, to carry out the functions stated in the said Information or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Qualification Information. If the Project Manager

asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Work in the Contract.

10 Works

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

II Safety and Temporary Works

11.1 The Contractor shall be responsible for the design of temporary works. However before erecting the same, he shall submit his designs including specifications and drawings to the Project Manager and to any other relevant third parties for their approval. No erection of temporary works shall be done until such approvals are obtained.

11.2 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary works and all drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before they can be used.

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

12. Discoveries

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

13. Work Program

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

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

14. Possession of Site

14.1 The Employer shall give possession of all parts of the Site to the Contractor. If

possession of a part is not given by the date stated in the Appendix to

Conditions of Contract, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.

15. Access to Site

15.1 The Contractor shall allow the Project Manager and any other person

authorised by the Project Manager, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

16. Instructions

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

17. Extension or Acceleration of Completion Date

17.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Work, which would cause the Contractor to incur additional cost. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager in writing for a decision upon the effect of a Compensation Event or variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay caused by such failure shall not be considered in assessing the new (extended) Completion Date.

17.2 No bonus for early completion of the Works shall be paid to the Contractor by the Employer.

18. Management Meetings

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

19. Early Warning

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

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

20. Defects

20.1 The Project Manager shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a defect and to uncover and test any Work that the Project Manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor, However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

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

20.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Project Manager's notice. If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

21. Bills of Quantities

21.1 The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rate in the Bills of Quantities for each item.

21.2 If the final quantity of the Work done differs from the quantity in the Bills of Quantities for the particular item by more than 25 percent and provided the change exceeds 1 percent of the Initial Contract price, the Project Manager shall adjust the rate to allow for the change.

21.3 Manager with a detailed cost breakdown of any rate in the Bills of Quantities.

22. Variations

22.1 All variations shall be included in updated programs produced by the Contractor.

22.2 carrying out the variations when requested to do so. The Project Manager request or within any longer period as may be stated by the Project Manager and before the Variation is ordered.

22.3 If the work in the variation corresponds with an item description in the Bill of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause 21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

22.4 If the Contractor's quotation is unreasonable, the Project Manager may order the variation and make a change to the Contract price, which shall be based on the Project Manager's own forecast of the effects of the variation on the Contractor's costs.

22.5 If the Project Manager decides that the urgency of varying the Work would prevent a quotation being given and considered without delaying the Work, no quotation shall be given and the variation shall be treated as a Compensation Event.

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

22.7 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

23. Payment Certificates, Currency of Payments and Advance Payments

23.1 The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.

23.2 The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed, materials delivered on Site,

Variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.

23.3 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each certificate. If the Employer makes a late payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.

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

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

23.6 The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services, the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Project Manager shall be notified promptly by the Contractor of any changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.

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

- a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.
- b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly

advance payment. The guarantee shall be in the same currency as the advance.

c) the lump sum advance shall be made by deductions owing to the Contractor. Reimbursement shall begin when the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.

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

of the formula:

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

Where:

R the amount to be reimbursed

the amount of the advance which has been granted

the amount of proposed cumulative payments as a

percentage of the original amount of the Contract. This

figure will exceed 20% but not exceed 80%.

the amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80% but not less than 20%.

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

24. Compensation Events

24.1 The following issues shall constitute Compensation Events:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Appendix to Conditions of Contract.

(b) The Employer modifies the List of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.

(c) The Project Manager orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.

(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.

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

(1) Ground conditions are substantially more adverse' than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site investigation reports), from information available publicly and from a visual inspection of the Site.

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

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

(i) The effects on the Contractor of any of the Employer's risks.

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

(k) Other compensation events described in the Contract or determined by the Project Manager shall apply.

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

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

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

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

24.6 The Contractor shall give written notice to the Project Manager of his intention to make a claim within thirty days after the event giving rise to the

claim has first arisen. The claim shall be submitted within thirty days thereafter.

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

25. Price Adjustment

25.1 The Project Manager shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.

25.2 The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by express provisions in the Contract Bills of Quantities or Specifications) for permanent incorporation in the Works. Unless otherwise stated in the Contract, if at any time during the period of the Contract exchange rates shall be varied and this shall affect the cost to the Contractor of such materials, then the Project Manager shall assess the net difference in the cost of such materials. Any amount from time to time so assessed shall be added to or deducted from the Contract Price, as the case may be.

25.3 Unless otherwise stated in the Contract, the Contract Price shall be deemed to have been calculated in the manner set out below and in sub-clauses 25.4 and 25.5 and shall be subject to adjustment in the events specified thereunder;

(i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.

(ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out

in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.

(iii) No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date

of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

25.4 The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the basic prices of materials to be permanently incorporated in the Works as determined by the J.B.C. and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used' by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.

25.5 Upon the J.B.C. determining that any of the said basic prices are increased or decreased then the Contract Price shall be increased or decreased by the amount to be assessed by the Project Manager based upon the difference between the price set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of the relevant materials which have not been taken into account in arriving at the amount of any interim certificate under clause 23 of these Conditions issued before the date of publication of such increase or decrease.

25.6 No adjustment shall be made in respect of changes in basic prices of materials which occur after the date for Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

25.7 The provisions of sub-clause 25.1 to 25.2 herein shall not apply in respect of any materials included in the schedule of basic rates.

26. Retention

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

27. Liquidated Damages.

The Contractor shall pay liquidated damages to the Employer at the rate stated in the Appendix 27.1 to Conditions of Contract for each day that the actual Completion Date is later than the Intended Completion Date. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not alter the Contractor's liabilities.

If the Intended Completion Date is extended after liquidated damages have 27.2been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rate specified in Clause 23.30.

28. Securities.

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

29. Day-works.

29.1 small additional amounts of Work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

29.2 All work to be paid for as 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.

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

30. Liability and Insurance

30.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer's risks:

(a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials and Equipment), which are due to;

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or

(ii) negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.

30.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer's risk except loss or damage due to;

(a) a defect which existed on or before the Completion Date.

(b) an event occurring before the Completion Date, which was not itself the Employer's risk

— (c) the activities of the Contractor on the Site after the Completion Date.

— 30.3 From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risk are Contractor's risks.

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

— (a) loss of or damage to the Works, Plant, and Materials;

(b) loss of or damage to Equipment;

(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and

(d) personal injury or death.

30.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.

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

30.6 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

31. Completion and taking over

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

32. Final Account

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

on the amount payable to the Contractor and issue a Payment Certificate. The Employer shall pay the Contractor the amount due in the Final Certificate within 60 days.

33. Termination.

33.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These

fundamental breaches of Contract shall include, but shall not be limited to, the following;

(a) the Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the Project Manager;

(b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;

(c) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate) of issue.

(e) the Project Manager gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

(f) the Contractor does not maintain a security, which is required.

33.2 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Clause 33.1 above, the Project Manager shall decide whether the breach is fundamental or not.

33.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

33.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

34. Payment Upon Termination

34.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the Work done and materials ordered and delivered to Site up to the date of the issue of the certificate. Additional liquidated damages shall not apply. If

the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor.

34.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the Work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the

Works, and the Contractor's costs of protecting and securing the Works.

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

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

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

35. Release from Performance

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

36. Corrupt gifts and payments of

commission The Contractor shall not;

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

Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in

relation to the obtaining or execution of this or any other Contract for the

person in relation to this or any other contract for the Employer.

(b) which commission has been paid or agreed to be paid by him or on his behalf such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

Any breach of this Condition by the Contractor or by anyone employed by Contractor) shall be an offence under the provisions of the Public Procurement Regulations issued under The Exchequer and Audit Act Cap 412 of the Laws of Kenya.

37. Settlement of Disputes

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

(i) Architectural Association of Kenya

(ii) Institute of Quantity Surveyors of Kenya

(iii) Association of Consulting Engineers of Kenya

(iv) Chartered Institute of Arbitrators (Kenya Branch)

(v) Institution of Engineers of Kenya

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

37.2 The arbitration may be on the construction of this Contract or on any matter including any matter or thing left by this Contract to the discretion of the project manager of any certificate to which the Contractor may claim to be entitled to or the measurement and liabilities of the parties subsequent to the termination of Contract.

37.3 or difference where notice of a dispute or difference has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

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

37.5 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:

37.5.1 The appointment of a replacement Project Manager upon the said person ceasing to act.

37.5.2 Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.

37.5.3 Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.

37.5.4 Any dispute or difference arising in respect of war risks or war damage.

37.6 All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.

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

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

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

SECTION IV: APPENDIX TO CONDITIONS OF CONTRACT

The Employer is

Name: NG-CDF MWEA CONSTITUENCY.

Client: South Ngariama Assistant chief's office.

Name of Authorised Representative: ASSISTANT CHIEF;
SOUTH NGARIAMA SUB-LOCATION.

The Project Manager is

Name:

the CLERK OF WORKS MWEA NG-CDF
P.O BOX 99-10303 WANG'URU.

The name (and identification number) of the Contract is

PROPOSED CONSTRUCTION OF SOUTH NGARIAMA ASSISTANT CHIEF'S OFFICE IN MWEA EAST SUB-COUNTY.

TENDER No. NG-CDF/MWEA/143/2025.

The Works consist of BUILDER'S WORKS AND ASSOCIATED ELECTRICAL WORKS.

The Start Date shall be AGREED WITH THE PROJECT MANAGER

The Intended Completion Date for the whole of the Works is stated in the Appendix to the Conditions of Contract herein.

The following documents also form part of the Contract:

Documents listed in clause 2.1 conditions of contract

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

The Sire Possession Date shall be AGREED WITH THE PROJECT MANAGER

The Site is located at MORGAN, MURINDUKO WARD

Other Contractors, utilities etc., to be engaged by the Employer on the Site: None

The minimum insurance covers shall be;

Contractor's ALL RISK INSURANCE

1. The minimum cover for insurance of the Works and of Plant and Materials in respect of contractor's faulty design is N/A
2. The minimum cover for loss or damage to Equipment is N/A
3. The minimum for insurance of other property is N/A
4. The minimum cover for personal injury or death insurance

For the Contractor's employees is Kshs 10,000,000 (Ten Million)

And for other people is Kshs 10,000,000 (Ten Million)

The following events shall also be Compensation Events:

1. Those listed in the conditions of contract

The period between Program updates is 30 days.

The amount to be withheld for late submission of an updated Program is Kshs "Full Certificate"

The proportion of payments retained is 10%. Limit of retention is 10% of contract sum.

The Price Adjustment Clause SHALL NOT apply.

The liquidated damages for the whole of the Works is Kshs. 0.05% of the Contract Sum per day

The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price Five percent (5%)

The Completion Period for the Works is 12 WEEKS

The schedule of basic rates used in pricing by the Contractor is as attached [Contractor not to attach].

Advance Payment shall not be granted.

SECTION VI: STANDARD FORMS

- i Form of Power of Attorney
- ii Form of Tender
- iii Letter of Notification of Award
- iv Form of Contract Agreement
- v Form of Tender Security
- vi Performance Bank Guarantee
- vii Tender Questionnaire
- viii Confidential Business Questionnaire
- ix Self-Declaration (r62) Form-SD1
- x Self-Declaration (r62) Form-SD2
- xi Tender Securing Declaration Form
- xii Qualification Information
- xiii Details of Sub-Contractors
- xiv Request for Review Form

FORM OF POWER OF ATTORNEY

(All bidders shall complete this form otherwise; their bids shall be considered as non-responsive).

We _____ (Name of Bidder)

having our offices located in _____ (Name of Town and Building)
duly authorise

_____ (Name of person appointed to act
for and on behalf of the bidder) to act for and on our behalf on all matters pertaining to the
execution of works as stipulated under

Tender No: NG-CDF/MWEA/113/2024

PROPOSED CONSTRUCTION OF SOUTH NGARIAMA ASSISTANT CHIEF'S OFFICE IN MWEA EAST SUB-COUNTY.

Duly signed and delivered:

Name of appointed attorney:

Signature of appointed attorney: _____

Witnessed by:

1. Name of First Company Director: _____.

Signature: _____.

2. Name of Second Company Director: _____.

Signature: _____.

Company Seal: _____

_____ Name and Title

FORM OF TENDER

THE FUND MANAGER,
NG-CDF MWEA,
P.O BOX 99-10303,
WANG'URU.

Date:.....

Dear Sir,

REF: PROPOSED CONSTRUCTION OF SOUTH NGARIAMA ASSISTANT CHIEF'S OFFICE IN MWEA EAST SUB-COUNTY.

Tender No NG-CDF/MWEA/143/2025

In accordance with the Instructions to Tenderers, Conditions of Bid, Specifications and Bills

of Quantities for the execution of the above named works, we, the undersigned offer to
perform the works and remedy any defects therein for the sum of:

Kshs [Amount in figures/ Kenya Shillings.

.....
..... [Amount in words]

We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within [period] weeks.

We agree to abide by this tender for a period of 120 days from the date of bid opening and shall remain binding upon us and may be accepted at any time before that date.

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

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

Dated this.....day of.....20.....Signature... in the capacity of

..... duly authorized to sign tenders for and on behalf of:

.....[Name of Bidder]Of..... [Address of Bidder]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:

RE:Tender No.

Tender Name

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

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

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER.

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20____ between
.....of[or whose registered office is
situated at]..... (hereinafter called "the Employer")

of the one part AND

Off or whose registered office is

situated at]..... (hereinafter called "the Contractor") of
the other part.

WHEREAS THE Employer is desirous that the Contractor

executes.....

TENDER No NG-CDF/MWEA/113/2024 Hereinafter called "the Works") located at Kiarukungu cemetery and
the Employer has accepted the tender submitted by the Contractor for the execution and completion of such
Works and the remedying of any defects therein for the Contract Price of

Kshs. [Amount in figures], Kenya

Shillings.....

..... [Amount in words].

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

(i) Letter of Acceptance

(ii) Form of Tender

(iii) Conditions of Contract Part I

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

(v) Specifications

(vi) Drawings

(vii) Priced Bills of Quantities

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

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

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

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) F.A.M Name _____

Address _____

Signature _____

[ii] C.D.F CHAIRMAN Name _____

Address _____

Signature _____

[iii] PMC REPRESENTATIVE Name _____

Address _____

Signature _____

FORM OF TENDER SECURITY

WHEREAS.....(hereinafter called "the Tenderer") has submitted his tender dated.....for the

KNOW ALL PEOPLE by these presents that WEhaving our registered office at..... (hereinafter called "the Bank"), are bound unto (hereinafter called "the Employer") in the sum of Kshs..... for which payment well and truly to be scaled with the Common Seal of the said Bank this.....Day of.....20.....

THE CONDITIONS of this obligation are:

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

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

period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

.....

[date]

.....

[signature of the Bank]

.....

[witness]

.....

[scal]

PERFORMANCE BANK GUARANTEE

To:.....(Name of Employer)(Date)

..... (Address of Employer)

Dear Sir,

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

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

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

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

Shillings.....

.....
(amount of Guarantee in words),and we undertake to pay you, upon your first written demand and without cavil or argument,any sum or sums within the limits of Kenya

Shillings..... (amount of Guarantee in words) as aforesaid
without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR.....

Name of Bank.....

Address.....

Date.....

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer

.....

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

.....

3. Telephone number (s) of tenderer.

.....

4. Telex address of tenderer.

.....

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

.....

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

.....

.....

.....

Signature of Tenderer

Make copy and deliver to:.....(Name of Employer)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1-General

Business Name.....

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

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

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

Nature of Business.....

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

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

Name of your bankers.....

Branch.....

Part 2(a).-Sole Proprietor

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

Nationality Country of Origin.....

*Citizenship details.....

Part 2(b)-Partnership

Give details of partners as follows:

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

Part 2(c) - Registered Company:

Private or public.....

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

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

	Name in full.	Nationality.	Citizenship Details*,	Shares.
1				
2				
3				
4				

Part 2(d) - Interest in the Firm:

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

I certify that the information given above is correct.

.....

(Title)

(Signature)

(Date)

Attach proof of citizenship

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015

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 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 hereinabove is true to the best of my knowledge, information and belief.

.....

(Title)

(Signature)

(Date)

Bidder Official Stamp

Note: This form MUST be filled, signed and submitted by all the bidders participating in this tender. This is a mandatory requirement under the new Public Procurement Asset and Disposal Act 2015 that came into effect on 7th January 2016

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

1.of P.O Box ,..... do 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 hereinabove is true to the best of my knowledge information and
belief

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

Bidder's Official Stamp

NOTE: This form MUST be filled, signed and submitted by all the bidders participating in this tender. This is a mandatory requirement under the new Public Procurement Asset and Disposal Act 2015 that came into effect on 7th January 2016

TENDER SECURING DECLARATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated)
Date..... [insert date (as day, month and year) of Bid Submission]

Tender No.....

To: National Government Constituency Development Fund Mwea Constituency..

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of..... [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed..... [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

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

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

Dated on day of [insert date of signing.

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy of Incorporation Certificate);

Place of registration:.....

Principal place of business.....

Power of attorney of signatory of tender.....

1.2 Total annual volume of construction work performed in the last five years

Year	Volume	
	Currency	Value

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years.

Also list details of work under way or committed, including expected completion date.

Project name	Name of client and contact person	Type of work performed and year of completion	Value of Contract	Completion Status

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below.

Item of Equipment	Description, Make and age(years)	Condition(new, good,poor)and number available	Owned,leased (from whom?), or to be purchased(from whom?)

2

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of experience (general)	Years of experience in proposed position
Project Manager,etc.			

1.6 Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports, etc List below and attach copies.

.....

1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc.List below and attach copies of supportive documents.

.....

1.8 Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the Employer.

.....

1.9 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

.....

1.10 Proposed program (work method and schedule) for the whole of the Works.

3 Joint Ventures

3.4 The information listed in 1.1-1.10 above shall be provided for each partner of the joint venture.

3.5 The information required in 1.11 above shall be provided for the joint venture.

3.6 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture

3.7 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:

- a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture;and
- c) the execution of the entire Contract, including payment,shall be done exclusively with the partner in charge.

DETAILS OF DOMESTIC SUB-CONTRACTORS

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

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:

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

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

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

(2) Portion of Works to sublet:

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

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

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

.....

(signature of tenderer)

(Date)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the (Name of the Procuring Entity) of dated the day of 20 in the matter of Tender No of 20

REQUEST

FOR

REVIEW

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

1.....
2.....
etc.

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

1.....
2.....
etc

SIGNED (Applicant)

Dated on day of / 20

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of 20

SIGNED

Board Secretary

DESCRIPTION	AMOUNT (KSHS.)
PARTICULAR PRELIMINARIES PRICING ITEMS OF PRELIMINARIES Prices SHALL BE INSERTED against items of "Particular and General Preliminaries" in the tenderer's priced Bills of Quantities. Preliminaries to the contract are mandatory conditions and responsibilities the contractor is required to fulfill for the complete and proper execution of the contract. The contractor is advised to read and understand all his obligations under preliminaries. Should he find that fulfillment of any of the items will lead to him incurring any cost not covered under measured works he shall price such works accordingly. Items for which no price is entered will not be paid for but shall be deemed covered by other rates and prices in these Bills of Quantities. Value Added Tax (V.A.T.) shall be included in the individual prices or rates at the rate of 16%. DESCRIPTION OF THE WORKS AND SCOPE OF CONTRACT The works to be carried out under this contract involves; Proposed construction of South Ngariama Assistant chief's office in Mwea East Sub-county as described in the Tender Bills of Quantities These are works of Construction of South Ngariama Assistant chief's office generally comprising of excavations and fillings, reinforced concrete, masonry walling, sheet roofing, windows and doors and finishes. LOCATION OF SITE The site of the proposed works is located at Morgan. The Contractor is advised to visit the site to familiarize with the nature and position of the site. No claims arising from the Contractor's failure to do so will be entertained. MEASUREMENTS In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall	

immediately be referred to the PROJECT MANAGER in accordance with

Clause 22 of the Conditions of Contract. The discrepancies shall then be

treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.

Carried to collection

	AMOUNT (KSHS.)
DESCRIPTION <u>TENDER DOCUMENTS</u> Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's page STD/8 <u>VIEWING OF DRAWINGS</u> Any tenderer interested in viewing the drawings related to this project before submission of the tenders may do so by contacting the NG-CDF OFFICE. <u>PRICING RATES</u> The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, taxes, and all other incidental expenses, all to comply with the said conditions of contract. <u>FIRM PRICE CONTRACT</u> This is a firm price contract and, therefore the tenderer shall not be reimbursed for any increases in the costs of materials and/or labour in the execution of the works except as provided under the fluctuations clause. <u>VALUE ADDED TAX</u> The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1st September, 1993 which requires payment of VAT on all contracts. The contractor should therefore include allowance for V.A.T and other Government taxes currently in force for all his rates, provisional items and prime cost sums -in this tender. The tenderer is advised that in accordance with Government public notice No. 35 & 36 Dated 11th September 2003 operational from 15t October 2003, VAT will be deducted against the contract sum at the prevailing rate by the Employer and remitted directly to the Commissioner of VAT through all interim certificates. It should however be noted that this is not additional tax but a new mode of payment for VAT, any excess payment will be refundable once the Contractor has submitted monthly returns to the Commissioner of	

been complied with.NB: The tenderers shall allow for for 16% V.A.T.in their rates STANDARD FORMS Any tender with standard forms not filled as appropriate will be treated as non-responsive.	
Carried to collection	

ITEM	DESCRIPTION	AMOUNT (KSHS.)
A	<u>DELIVERY OF TENDER</u> Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited in the tender box as specified in the tender advertisement and or letter of invitation to tender. Tenders will be opened at the time specified in the advertisement and/or letter	
B	of invitation to tender. Tenders arriving later than the specified time will not be considered. <u>CORRECTION OF ERRORS IN TENDER</u> Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price shall be corrected.	
C	If there is a discrepancy between words and figures, the amount in words will prevail. <u>BID SECURITY</u> The Bidder shall furnish, as part of his bid, a security as specified in the tender advertisement or letter of invitation to tender. The bid security shall, at the bidder's option, be in the form of a certified cheque, bank draft, standby letter of credit or guarantee duly signed, sealed	
D	and stamped from a bank or Insurance company which has been determined by the bidder to be acceptable to the Government. The format of the bid security shall be in accordance with the sample forms of bid security included in the post qualification forms, other formats may be permitted, subject to the prior approval of the Government. Bid Security shall be valid for a period of Thirty (30) days beyond the tender validity period.	

TENDER VALIDITY

"Clause 3.6 of the Instructions to Tenderers has been amended to read:

"Tenders shall remain valid for a period of Ninety (90) days from the

date of Tender Opening. All Tenderers are advised to note this amendment

when filling the Form of Tender".

Carried to collection

	DESCRIPTION	AMOUNT IN (KSHS.)
A	<u>PERFORMANCE BOND</u> A bond of 5% of the contract sum will be required in accordance with Clause 28 on award of contract of the Instructions to Tenderer's. No payment on account for the works executed will be made to the contractor until he has submitted valid Performance Bond to the EMPLOYER duly signed, sealed and stamped from an approved bank or insurance company.	
B	<u>CONTRACT COMPLETION PERIOD</u> The contract completion period in accordance with condition 31 of the Conditions of contract must be adhered to. The PROJECT MANAGER shall strictly monitor the Contractors progress in relation to the progress chart and should it be found necessary the accelerate his rate of performance production and progress by all means performance on site is not satisfactory. In all such cases the Contractor shall PROJECT MANAGER shall inform the contractor in writing that his actual such as additional labour, plant, e.t.c and working overtime all at his cost. <u>URGENCY OF THE WORKS.</u> The Contractor is notified that these “works are urgent” and should be completed within the period stated in Contract Agreement. The Contractor shall allow in his rates for any costs he/ she deems that he/she may incur by having to complete these works within the stipulated contract period. <u>PROGRESS CHART.</u> The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.	

INSURANCE

The Contractor shall insure as required in Condition No.30 of the Conditions of contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clause have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that the premiums are duly paid up by the Contractor, who, if called on to do so, shall produce receipted premium renewals for the PROJECT MANAGER's inspection.

Carried to collection

DESCRIPTION	AMOUNT(KSHS.)
<u>WORKING CONDITIONS</u> The Contractor shall allow in his rates for any interference that he may encounter in the course of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed, as the offices will be operational as usual during the course of the contract. <u>PREVENTION OF ACCIDENT,DAMAGE OR LOSS</u> The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities.The Contractor is thus instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site. <u>EXISTING BUILDINGS AND SERVICES</u> Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services. <u>ADJOINING PROPERTY</u> The contractor is advised to take all necessary precautions to prevent damage to adjoining property. Any damage occurring must be made good to the satisfaction of the PROJECT MANAGER and/or owner(s) of the adjoining property at the contractor's expense. <u>LABOUR CAMPS</u> The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract. <u>NCA NEMA, WELFARE, OCCUPATIONAL HEALTH AND</u>	

SAFETY STATUTORY REQUIREMENTS

The Contractor must take all necessary measures to ensure total compliance in all respects with the current statutory requirements in relation to the National Construction Authority, National Environment Management Authority,Public/Occupational Health and Safety and Staff/Workers Welfare during the both the contract and defects liability periods.

Carried to collection

ITEM	DESCRIPTION	AMOUNT (KSHS.)
A	<u>HOARDING.</u> The Contractor shall enclose all the site under construction with a hoarding treated sawn cypress timber posts firmly secured at 1800 mm centres with the works, materials, plant, public and Employer's property on the site.	
B	Advertisements shall not be displayed on the hoarding unless the prior permission of the PROJECT MANAGER in writing has been obtained.	
C	<u>USE OF SITE</u> The contractor shall not use the site for any other purpose other than carrying out the contract works.	
D.	<u>PAYMENTS</u> The tenderer's attention is drawn to the fact that the NG-CDF MWEA SHALL NOT MAKE ANY ADVANCE PAYMENTS. Payments shall only be made for work done and materials delivered to site: all in accordance with Clause 23 of the Conditions of Contract Agreement. In order to facilitate this, a list of the general component elements for the works is given at the summary page of these specifications and the tenderer is requested to break down his tender sum commensurate to the said element.	
E	<u>PAYMENT FOR MATERIALS ON SITE.</u> All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the PROJECT MANAGER. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers. <u>CLAIMS</u> It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and /or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such a claim or intent to claim notice to the PROJECT MANAGER in accordance with Clauses 19 and 24 of the conditions of contract within the	

	contract period. No claim shall be entertained if the contractor has not complied with the said conditions or upon the expiry of the said contract	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT,(KSHS.)
	<u>PROJECT IDENTIFICATION AND PUBLICITY SIGNBOARD</u>	
A	Allow for the provision, erection, maintenance through out the contract period and removal on completion when so directed by the PROJECT MANAGER of INo. Project Identification and Publicity Signboard of the size, construction and lettering /signage as designed, detailed,specified,and approved by the PROJECT MANAGER.	
B	<u>PROJECT PUBLICITY BOARD SIGNAGE</u>	
	Allow a Provisional Sum of Kenya Shillings Ten Thousand (Kshs. 10,00 only for the Project Identification and Publicity Signboard Signage to be expended in accordance with the PROJECT MANAGER written instructions	
C	<u>SUBSISTENCE ALLOWANCE</u>	
	Allow a Provisional Sum of Kenya Shillings Ninety Six Thousand (Kshs. 96,000/=) only for the project management team subsistence allowances.The team shall comprise of maximum Eight (5No.) Technical Officers from Directorate of Public Works and the Client Representatives. The Money shall be expended as follows (KSh. 1000 per Officer per site visit x 5 No. Officers x 6 No. Site visits) Include a Percentage Sum for Contractor's administrative costs and profit for the above(----- %)	
	Carried to collection	

DESCRIPTION		AMOUNT
I II	IONS TO BE MADE IN APPENDIX TO CONTRACT	
	<u>PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT.</u> The following are the insertions to be made in the appendix to the Contract Agreement:- Period of Final Measurement - 3 Months From Practical completion Defects Liability Period - 6 Months from Practical completion Date for Possession - To be agreed with the Project Manager Date for Completion To be 14 Weeks from the date of Site Possession Liquidated and Ascertained damages At the rate of 0.05% of the Contract Sum per day Period of Interim Certificates - Monthly Period of Honouring Certificates - 1 day Percentage of Certified Value Retained - 10% Limit of Retention Fund - 10% The Price Adjustment Clause SHALL NOT apply Price for VAT should be included in the tenderer's rates Tenderer's Quoted Contract Completion Period:.....weeks from Date of Site Possession	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT (KSHS.)
	<u>COLLECTION</u> Brought forward fom page PP/1 Brought forward from page PP/2 Brought forward from page PP/3 Brought forward from page PP/4 Brought forward from page PP/5 Brought forward from page PP/6 Brought forward from page PP/7 Brought forward from page PP/8	
	TOTAL FOR PARTICULAR PRELIMINARIES CARRIED TO GRAND SUMMARY	

ITEM	DESCRIPTION
	<u>GENERAL PRELIMINARIES</u> PRICING ITEMS OF PRELIMINARIES AND PREAMBLES. Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specifications. in complying with all the requirements for the proper execution of the whole of the works in the Contract. <u>ABBREVIATIONS</u> Throughout these Bills, units of measurement and terms are abbreviated and shall be all the requirements for the proper execution of the whole of the works in the Contract. C.M. Shall mean cubic metre S.M. Shall mean square metre L.M. Shall mean linear metre MM Shall mean Millimetre Kg. Shall mean Kilogramme No. Shall mean Number Prs. Shall mean Pairs B.S. - Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.1., England. Ditto-Shall mean the whole of the preceding description except as qualified

in the description in which it occurs.

m.s Shall mean measured separately.

a.b.d Shall mean as before described.

Carried to collection.

ITEM	DESCRIPTION	AMOUNT(KSHS.)	
	<u>METHOD OF MEASUREMENT</u> Notwithstanding any contrary provision in the conditions of contract all quantities shall be deemed to have been prepared in accordance with current edition of the Standard Method of Measurement of Building Works for the Republic of Kenya. The rates set down by the contractor against each item in the particular specifications shall, unless otherwise expressly provided to the contrary, or unless there is a separate item for extra labour, cutting or waste, be held to include for waste of materials, carriage and cartage, carrying in and return of empties, hoisting, setting, fitting and fixing in position, making and all other labour and everything else necessary for the proper completion of each item and for establishment charges and profit. Each item of cutting shall include for consequent waste. <u>EXCEPTIONS TO THE STANDARD METHOD OF MEASUREMENT</u>		

ITEM	DESCRIPTION	AMOUNT (KSHS)
	<u>EMPLOYER</u> The term "Employer" is the NG-CDF MWEA CONSTITUENCY. The term employer and government wherever used in the contract document shall be synonymous. <u>PROJECT MANAGER</u> The term "PROJECT MANAGER" wherever used in these Bills of Quantities of Contract hereby attached or such person or persons as may be duly authorised to represent him on behalf of the Government. <u>ARCHITECT</u> The term "Architect" shall be deemed to mean "The PROJECT MANAGER" as defined above whose address unless otherwise notified is the Clerk of works NG-CDF Mwea. <u>QUANTITY SURVEYOR</u> The term "Quantity Surveyor" shall be deemed to mean "The PROJECT MANAGER" as defined above whose address unless otherwise notified is the NG-CDF Mwea Constituency p.o box 99-10303 Wang'uru. <u>ELECTRICAL ENGINEER</u> The term "Electrical Engineer" shall be deemed to mean "The PROJECT MANAGER" as defined above whose address unless otherwise notified is the NG-CDF Mwea Constituency p.o box 99-10303 Wang'uru. <u>MECHANICAL ENGINEER</u> The term "Mechanical Engineer" shall be deemed to mean "The PROJECT MANAGER" as defined above whose address unless otherwise notified is the NG-CDF Mwea Constituency p.o box 99-10303 Wang'uru <u>STRUCTURAL ENGINEER</u> The term "Structural Engineer" shall be deemed to mean "The PROJECT MANAGER" as defined above whose address unless otherwise notified is the NG-CDF Mwea Constituency p.o box 99-10303 Wang'uru	

	Carried to collection		
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GP/12

ITEM	DESCRIPTION	AMOUNT (KSHS.)
	<u>FORM OF CONTRACT</u> The form of contract will be the one included in the Republic of Kenya's (PPOA) Standard Tender Document for Procurement of Works (2006 Edition) hereby attached and Conditions of Contract are those attached Conditions of Contract involves any expenses distribute them among his rates for the various items in the Bills of Quantities. No claim shall be allowed arising from the Contractors compliance with any of the Conditions of Contract. These are numbered from 1 to 37 as set out on pages 18 to 40 of these tender documents. Particulars of the insertion to be made in the Appendix of the Appendix of the Contract Agreement will be found in the The Conditions of Contract are also included herein <u>Conditions of Contract</u> These are as contained in these tender documents. Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of <u>GENERAL SPECIFICATIONS.</u> For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads, Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities. <u>WORKS</u> Except as amplified under the item "Insurance" in these Preliminaries, the word "Works", in the Particular Specification shall include the work of all sub contractors and shall include all the approved variations.	

VISIT SITE AND EXAMINE DRAWINGS.

The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which may affect his tender his tender. No claim arising from his failure to comply with this recommendation will

AREA TO BE OCCUPIED BY THE CONTRACTOR

The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER.

Carried to collection

DESCRIPTION	AMOUNT(KSHS.)
<u>ACCESS TO SITE AND TEMPORARY ROADS.</u> prior to commencement of the work and contractor must allow for building and workmen as may be required for the complete execution of the works means of gaining access to the site. Upon completion of the works, the etc.and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER. <u>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</u> The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER. The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub-contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use. <u>SANITATION OF THE WORKS</u> The Sanitation of the works shall be arranged and maintained by the Contractor in accordance with Public Health and Labour Departments requirements and to the satisfaction of the the PROJECT MANAGER. The Pit latrines shall be enclosed with framing and corrugated iron sheet roof, side and partition. The site of the latrine shall be agreed with the PROJECT MANAGER and the works shall not be commenced before the sanitary accommodation has been approved by the PROJECT MANAGER and the above mentioned authorities.	

	The contractor will be required to pay employ sufficient sewwpers on the site to ensure clean maintenance and daily disinfecting of the latrines and not less than once per week, the whole area and the enclosures shall be sprayed with disinfectant and insecticide and on completion the works, the latrines shall be disinfected and left clean and free from pollution to the satisfaction of the PROJECT MANAGER and local authorities.	
	Carried to collection	

ITEM	DESCRIPTION	AMOUNT (KSHS.)
B	<u>SECURITY OF WORKS ETC.</u> The Contractor shall be entirely responsible for the security of all the works stores,materials,plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.	
	<u>OFFICE FOR THE PROJECT MANAGER</u> The contractor shall provide, erect and maintain where directed on site and afterwards dismantle the Site Office of the type noted in the particular preliminaries, complete with furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect maintain a lock-up pedestral typewriter or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction Government and Medical Officer of Health and pay the services of a cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be complete before the contractor is permitted to commence the works. The Contractor shall make available on site as and when required by the PROJECT MANAGER a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic linen tape.	
	<u>CONTRACTOR'S SUPERINTENDENCE/SITE AGENT</u> The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved	

	and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the PROJECT MANAGER and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract. <u>TRANSPORT.</u> Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.	
	Carried to collection	

DESCRIPTION
<u>SCAFFOLDING, PLANT, TOOLS AND VEHICLES.</u> Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated sub-contractors as described herein. No timber used for formwork, scaffolding or temporary works of any kind shall be used afterwards in the permanent work. <u>SETTING OUT</u> The PROJECT MANAGER shall furnish to the contractor either by way of carefully dimensioned drawings or by personnel sup the enclosing walls of the building at ground level after which the contractor shall be responsible and shall at his own cost amend any errors arising from his own inaccurate setting out unless the PROJECT MANAGER shall state otherwise in writing. <u>MATERIALS AND WORKMANSHIP.</u> All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the. Contract is signed and shall also order materials from local sources as early as necessary to ensure that they are on site when required for use in the the works. The Bills of Quantities shall not be used for the purpose of ordering <u>STORAGE OF MATERIALS</u> The Contractor shall provide at his own risk and cost where directed on the site weatherproof lockup sheds for the safe storage and custody of materials for the works and for the use of workmen engaged thereon and shall remove such sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER. Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided specialy for their use.

MATERIALS ON SITE

All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, nominated Sub-Contractors and Nominated Suppliers.

Carried to collection.

ITEM	DESCRIPTION	AMOUNT (KSHS.)
	<u>MATERIALS ARISING FROM EXCAVATIONS</u> Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed. <u>MATERIALS FROM DEMOLITIONS</u> Any materials from demolitions and not re-used shall become the property of the Client/User.The Contractor shall allow in his rates for the cost of transporting, storing and securing the materials on site as directed by the PROJECT MANAGER. <u>SIGN FOR MATERIALS SUPPLIED.</u> The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking delivery thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T. ,all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER. <u>PUBLIC AND PRIVATE ROADS.</u> Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent	

	authority and the PROJECT MANAGER <u>EXISTING PROPERTY.</u> The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER	
	Carried to collection	

DESCRIPTION	
	<u>QUALITY OF THE WORKS</u> The works should be of high quality and the contractor will be required to make samples of the work to be executed for approval by the PROJECT MANAGER before he commences the carrying out of the works. The contractor should allow for sample works in his rates accordingly. Incase a sample does not meet the standards set by the Project Manager,the contractor shall be expected to make another sample at his cost until it is approved by the PROJECT MANAGER. <u>SAMPLES</u> The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Materials Branch,Ministry of Transport and Infrastructure. The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work. <u>GOVERNMENT ACTS REGARDING WORK PEOPLE ETC.</u>

	Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople. The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, most important that the Contractor, before tendering, shall obtain from the and/or restrictions which may affect the organisation of the works, supply and respect of want of knowledge in this connection will be entertained.
	Carried to collection

ITEM	DESCRIPTION	AMOUNT (KSHS.)
	<u>SUPERVISION AND WORKING HOURS.</u> The works shall be executed under the direction and to the entire satisfaction in all respects of the "PROJECT MANAGER" who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract. The working hours shall be those generally worked by good employers in the in the Building and Civil Engineering trades in Kenya. No work shall be carried out at night or on gazetted holidays unless the PROJECT MANAGER shall so direct. No work shall be covered up nor shall any concreting be carried out in the in the absence of the Clerk of Works without prior approval of the PROJECT MANAGER in writing. <u>PROTECTION OF THE WORKS.</u> Provide protection of the whole of the works contained in the Bills of Quantities, including casing, casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government. <u>BLASTING OPERATIONS</u> Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down	

by the PROJECT MANAGER governin: the use and storage of explosives.

REMOVAL OF RUBBISH AND SITE CLEARANCE ETC.

The Contractor shail remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish,unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the PROJECT MANAGER

WORKS TO BE DELIVERED UP CLEAN

Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash(except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and

	remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally,polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean,perfect and fit for occupation to the approval of the PROJECT MANAGER.	
	Carried to collection	

<u>DESCRIPTION</u>	UNT(KSHS)
<u>PROVISIONAL SUMS.</u> The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Such sums are net and no addition shall be made to them for profit. <u>ADJUSTMENT OF PROVISIONAL SUMS.</u> In the Final Account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued as described for variations in condition No. 22 of the Conditions of Contract, but should any part of the contract be executed by a nominated Sub-Contractor, or any articles for the Work be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added. <u>PRIME COST (OR P.C.) SUMS.</u> The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement mentioned in Condition No.16 of the conditions of Contract. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods as stated in Condition No. 20 of the Conditions of Contract are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers. <u>ADJUSTMENT OF P.C. SUMS.</u>	

	In the Final Account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER's order i respect of each of them added to the Contract sum. The Contractor shall provide to the PROJECT MANAGER such quotations, invoices or bills, properly receipted,as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. sums shall be adjusted pro-rata to the physical extent of the work executed ot pro-rata to the amount paid) and this shall apply even though the contractor's priced Bill shows a percentage in the rate column in respect of any work for which a P.C. Sum is included in these Bill of Quantities, work were executed by a Nominated Sub-Contractor.	
	Carried to collecton	

ITEM	DESCRIPTION	AMOUNT (KSHS.)
	<u>NOMINATED SUB-CONTRACTORS</u> When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts as described in Condition No 8 of the Conditions of Contract and shall thereafter be responsible for such sub contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract contractor's work concerned in the P.C. Sums under the description "Add for Attendance". <u>DIRECT CONTRACTS</u> Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In the instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed. <u>ATTENDANCE UPON OTHER TRADESMEN,ETC.</u> The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carryingout their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid för to the extent executed at rates <u>PROVISIONAL WORK</u> All work described as "Provisional" in these Bills of Quantities is subject to	

	remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.	
	Carried to collection	

<u>DESCRIPTION</u>		AMOUNT (KS
A	<u>TRAINING LEVY</u> Legal notice No.237 of October, 1971 requires payment by the contractor of a training levy of a quarter percent (1/4 %) of the value of the contract where the contract value exceeds KShs. 50,000/=. The contractor will be required to furnish the PROJECT MANAGER with a receipt showing that he has paid the required Training Levy to the Director of Industrial Training. In case the contractor fails to furnish the said receipt to thePROJECT MANAGER,the Client will pay the amount to the Director of Industrial Training from monies due to the contractor.	NIL
	Carried to collection	
	COLLECTION Brought forward from page GP/1 Brought forward from page GP/2 Brought forward from page GP/3 Brought forward from page GP/4 Brought forward from page GP/5 Brought forward from page GP/6 Brought forward from page GP/7 Brought forward from page GP/8 Brought forward from page GP/9 Brought forward from page GP/10 Brought forward from page GP/11 Brought forward from page GP/12 Brought down from Above	
	TOTAL FOR GENERAL PRELIMINARIES CARRIED TO GRAND SUMMARY	

BILL OF QUANTITIES.

BILL OF QUANTITIES FOR THE PROPOSED ASSISTANT CHIEF'S OFFICE.

Item No.	Description	Unit	Qty	Rate	Total (Kshs)
	<u>ELEMENT NO. 1 : -</u>				
	<u>SUBSTRUCTURE: -</u>				
	<u>Site Clearance and Excavations/Earthworks: -</u>				
A	Site clearance	Sm	75		
B	Excavate over site average 200mm deep; dispose on site	Sm	75		
C	Foundation trenches not exceeding 1.5m deep from stripped level	Cm	40		
D	Return fill and ram excavated material around foundation walls	Cm	20		
E	Load and dispose surplus excavated material away from site	Cm	20		
	<u>Fillings:</u>				
F	300mm approved Hardcore; well compacted in layers not exceeding 150mm thick	Sm	50		
G	50mm thick murrum blinding on hardcore surfaces	Sm	50		
	<u>50mm thick Plain concrete (1:4:8) under: -</u>				
H	Strip foundation	Sm	24		
	<u>Vibrated reinforced concrete class 20/20 mix (1:2:4) in: -</u>				
I	150mm thick Surface bed	Sm	50		
J	Strip foundation	Cm	2.4		
	<u>Sawn formwork as described as: -</u>				
K	150mm wide to edges of surface bed	Lm	31		
	<u>High Tensile Reinforcement Bars to BS 4461: -</u>				
L	10mm @300mm	Kgs	50		
M	8mm ditto	Kgs	53		
	<u>BRC Mesh reinforcement to BS 4461: -</u>				
N	BRC mesh type A142	Sm	50		

BILL OF QUANTITIES FOR THE PROPOSED ASSISTANT CHIEF'S OFFICE.

	<u>Foundation Walling bedded and jointed in cement-sand (1:3) mortar including hoop iron reinforcement on every alternate course: -</u> O 200mm wide rough dressed natural quarry stone foundation walling <u>Anti-termite treatment: -</u> P Anti-termite treatment as per manufacturer's specifications <u>Damp proofing: -</u> Q 500 gauge polythene sheet DPM <u>Plinth Finishes: -</u> R 12mm thick render to plinth surfaces S Apply two coats black bituminous paint to rendered surfaces <u>Water protection:-</u> T Allow for keeping excavations free from water. Carried to collection below <u>COLLECTIONS: -</u> Brought forward from page OFC/1 Brought forward from above TOTAL OF SUBSTRUCTURE				
CARRIED TO SUMMARY					

BILL OF QUANTITIES FOR THE PROPOSED ASSISTANT CHIEF'S OFFICE.

Item No.	Description	Unit	Qty	Rate	Total (Kshs)
	<u>ELEMENT NO. 2 : -</u>				
	<u>SUPERSTRUCTURE: -</u>				
	<u>Vibrated Reinforced concrete class 20/20 mix (1:2:4) in: -</u>				
A	Ring beam	Cm	2.5		
B	Strong room slab	Cm	0.5		
	<u>High Tensile Reinforcement Bars to BS 4461: -</u>				
C	10mm ditto	Kgs	120		
D	8mm ditto	Kgs	72		
	<u>Sawn formwork as described as: -</u>				
E	Sides and soffits of Ring beams and slab	Sm	28		
	<u>WALLING -</u>				
	<u>Damp Proof Course: -</u>				
F	150mm wide Hessian based bituminous felt DPC	Lm	32		
	<u>Masonry; bedded and jointed in cement-sand (1:3) mortar smooth dressed machine-cut Ndarugo stone; including hoop iron reinforcement on every alternate course: -</u>				
G	150mm thick walling.	Sm	90		
	Carried to collection below				
	<u>COLLECTIONS: -</u>				
	Brought forward from above.				
	TOTAL OF SUPERSTRUCTURE				
CARRIED TO SUMMARY					

BILL OF QUANTITIES FOR THE PROPOSED ASSISTANT CHIEF'S OFFICE.

Item No.	Description	Unit	Qty	Rate	Total (Kshs)
	<u>ELEMENT NO. 3 :-</u>				
	<u>ROOFING: -</u>				
	<u>Sawn treated bluegum -</u>				
A	100 x 50mm wall plate	Lm	20		
B	100 x 50mm rafters	Lm	42		
C	100 x 50mm tie beams	Lm	28		
D	75 x 50mm kingposts	Lm	9		
E	75 x 50mm purlins	Lm	80		
F	75 x 50mm struts	Lm	60		
G	200 x 25mm cypress fascia boards	Lm	35		
	<u>Roof coverings: -</u>				
H	IT5 blue pre-painted box profile sheet.	Sm	70		
I	Blue Pre-painted 2000mm ridge cap	Lm	10		
	<u>Ceiling: -</u>				
J	50 x 50mm planed bluegum brandering at 500mm C/C	Lm	160		
K	Heavy gauge PVC ceiling fitting to approval.	Sm	40		
L	Pvc cornice	Lm	35		
	<u>Painting -</u>				
M	Prepare and apply undercoat and two coats first quality gloss oil paint on fascia board 200 – 300mm girth	Sm	11		
	Carried to collection below				
	TOTAL OF ROOFING				
CARRIED TO SUMMARY					

BILL OF QUANTITIES FOR THE PROPOSED ASSISTANT CHIEF'S OFFICE.

Item No.	Description	Unit	Qty	Rate	Total (Kshs)
	<u>ELEMENT NO. 3 :-</u>				
	<u>WINDOWS AND DOORS</u>				
	WINDOWS				
	<u>Supply and fix standard section purpose made steel casement windows complete with fixing lugs and 20 x 4mm flats in burglar proofing grill neatly welded to approved pattern; apply one coat red oxide primer to all surfaces before delivery to site; fix approved polished brass closers and stay; all in;</u>				
A	Window size 1500 x 1400mm high	No	5		
	<u>Precast concrete class 20 fair faced all exposed surfaces bedded and jointed in cement and sand 1:3 mortar mix: -</u>				
B	200 x 50mm thick one rebated and throated window sill laid and jointed in cement and sand 1:3 mortar mix	Lm	9		
	<u>Glazing: -</u>				
C	4mm thick one way glass and glazing with putty to metal frames	Sm	11		
D	Ventilation blocks	No	10		
	<u>Painting: -</u>				
E	Prepare and apply three coats of gloss oil paint to metal window surfaces	Sm	10		
F	Prepare and apply three coats of silk emulsion paint to window sills	Sm	3		
	Windows carried to collection below				

BILL OF QUANTITIES FOR THE PROPOSED ASSISTANT CHIEF'S OFFICE.

	DOORS: - <u>Purpose made mild steel casement doors; complete with 30x30x5mm angle frame anchored with fishtailed 150x25x2mm thick angle section at 300mm centers; paneled swing door leaf comprising of 40x25x3mm RHS frame all round; 25x25x2mm SHS partitions; panels in filled with 1.5mm thick metal sheets smooth welded to framed sections on one face; complete with hinges and locking bolts; apply one coat red oxide primer to all surfaces before delivery to site; all in doors overall sizes;</u>				
G	1,200mm x 2400mm high; double leafed	No	1		
H	900x2400mm high strong room door.	No	3		
	<u>Solid flush doors.</u>				
I	Door overall size 900x2100mm high with 300mm glass fanlight on a steel angle frame(s) complete with iron mongeries to P.M approval.	No	0		
	<u>Painting: -</u>				
J	Prepare and apply three coats of gloss oil paint to metal door surfaces internally and externally	Sm	30		
	Carried to collection below				
	<u>COLLECTIONS: -</u>				
	Brought forward from windows above				
	Brought forward from doors above				
	TOTAL OF WINDOWS AND DOORS.				
CARRIED TO SUMMARY					

BILL OF QUANTITIES FOR THE PROPOSED ASSISTANT CHIEF'S OFFICE.

Item No.	Description	Unit	Qty	Rate	Total (Kshs)
	<u>ELEMENT NO. 5 :-</u>				
	<u>FINISHES: -</u>				
	<u>Floor Finishes: -</u>				
A	30mm thick cement sand (1:4) floor screed to receive tiles.	Sm	50		
B	300x300mm non-slip floor Ceramic tiles to approval.	Sm	50		
	<u>Wall Finishes: -</u>				
C	15mm thick two coat cement sand (1:4) plaster troweled smooth and comprising 12mm backing and 3mm finishing coat; internally to concrete and masonry surfaces.	Sm	120		
D	Ditto to concrete surfaces and masonry surfaces externally.	Sm	20		
E	Key-pointing to walls externally	Sm	50		
	<u>Painting; Prepare and apply three coats of silk emulsion paint to: -</u>				
F	Plastered surfaces on internal walls and concrete surfaces	Sm	120		
G	Ditto to concrete surfaces and masonry surfaces externally	Sm	20		
	Carried to collection below				
	<u>COLLECTIONS: -</u>				
	Brought forward from above				
	TOTAL OF FINISHES				
CARRIED TO SUMMARY					

BILL OF QUANTITIES FOR THE PROPOSED ASSISTANT CHIEF'S OFFICE.

Item No.	Description	Unit	Qty	Rate	Total (Kshs)
	<u>ELEMENT NO. 6: -</u>				
	<u>ELECTRICAL INSTALLATION: -</u>				
	<u>Lighting : -</u>				
A	1,500mm flourescent fitting; including all conduits and connections to approval.	No	4		
B	Double socket plate; ditto	No	5		
	Carried to collection below				
	<u>COLLECTIONS: -</u>				
	Brought forward from above.				
	TOTAL OF ELECTRICAL INSTALLATION.				
CARRIED TO SUMMARY					

BILL OF QUANTITIES FOR THE PROPOSED ASSISTANT CHIEF'S OFFICE.

[illegible]

BILL OF QUANTITIES FOR THE PROPOSED ASSISTANT CHIEF'S OFFICE.

Item No.	Description	Unit	Qty	Rate	Total (Kshs)
	<u>PRIME COSTS AND PROVISIONAL SUMS</u>				
	Allow a provisional sum of Kenya Shillings Twenty Thousand for PMC team.				20,000
	Five Thousand for branding.				5,000
	Twenty Thousand for Project monitoring				20,000
	Twenty thousand for project management				20,000
	Ten Thousand for reflectors				10,000
	TOTAL P.C AND ROVISIONAL SUMS				75,000
CARRIED TO MAIN SUMMARY				<u>75,000</u>	

BILL OF QUANTITIES FOR THE PROPOSED ASSISTANT CHIEF'S OFFICE.

Item No.	Description	Unit	Qty	Rate	Total (Kshs)
	<u>MAIN SUMMARY</u> BUILDERS WORK FROM PAGE OFC/8 P.C AND ROVISIONAL SUMS FROM PAGE OFC/9 SUB-TOTAL (ALL RATES INCLUSIVE OF VAT) Public procurement capacity building levy (0.03% of the total contract sum less other taxes)				<u>75,000.00</u>
TOTAL CARRIED TO QUOTATION FORM		Kshs.			

AMOUNT IN WORDS (Khs.)

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CONTRACTOR'S NAME

ADDRESS

.....

DATE

SIGNATURE

WITNESS'S NAME

ADDRESS

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DATE

SIGNATURE